

EMPLOYMENT CONTRACT OF FOOTBALL'S HEAD COACH TERRENCE GRAVES

This agreement is made and entered into on the 14th day of December, 2023 between Southern University at Baton Rouge ("SUBR"), through its management board, the Southern University Board of Supervisors ("Board") and Terrence Graves ("Head Football Coach"). This agreement constitutes the employment contract and appointment of the Head Football Coach at Southern University in Baton Rouge, Louisiana. This agreement shall be effective on January 1, 2024 and shall remain in effect through December 31, 2026.

I. Employment

- a. Board does hereby employ Head Football Coach as the head football coach, and Head Football Coach does hereby accept employment and agrees to perform all of the services pertaining to football program that are required of Head Football Coach as well as other services as may be contemplated hereunder. All appointments are subject to applicable policies and regulations of the Board, and all employees are required to adhere to Board and/or administrative policies as they relate to them.
- b. Head Football Coach shall be responsible to, and shall report, directly to SUBR's Athletic Director.
- c. Head Football Coach shall supervise and manage the football team and shall perform such other duties in SUBR's athletics department as the Athletic Director and/or President-Chancellor may assign, provided such other services are consistent with the services and duties of a NCAA Division I Head Football Coach.
- d. Head Football Coach agrees to represent Southern University System positively in public and private forums and shall perform his duties and personally handle himself in a manner consistent with good sportsmanship and in accordance with high moral, ethical and academic standards of the Southern University System and its athletic programs.

II. Term

- a. The term of this agreement is for three (3) years commencing on January 1, 2024, and terminating on December 31, 2026. The Board shall have the option to extend this agreement for one (1) additional year (i.e., through 2027).
- b. All options to extend and/or renew this agreement must be approved by the Board based upon the recommendation of the Director of Athletics and SUBR Chancellor. Head Football Coach shall have the option to accept/reject such an extension/renewal. Such extensions/renewals shall be in writing and signed by both parties.

III. Compensation and Employment Benefits

- a. For services and satisfactory performance of all terms of this agreement, SUBR shall pay Head Football Coach an annual base salary of two hundred fifty thousand dollars (\$250,000.00). The salary shall be paid in equal amounts monthly or such other regular pay periods used for administrative employees.
- b. SUBR will provide Head Football Coach the opportunity to participate in the benefit plans for health insurance, dental insurance, retirement, disability, and life insurance, subject to eligibility requirements, normally provided by SUBR to its regular non-academic unclassified full-time employees.

IV. Outside Income - Subject to Compliance with Board Rules

- a. Head Football Coach shall be permitted to earn other revenue while employed by SUBR with the understanding that 1) SUBR-sponsored media events and/or obligations are primary and 2) such activities are independent of his SUBR employment and SUBR shall have no responsibility for any claims arising therefrom. All outside income opportunities will be subject to approval of the Athletic Director and handled in accordance with the Board's policies.
- b. Head Football Coach shall report annually in writing to the Athletic Director and President-Chancellor all income received from athletically related sources outside of SUBR including but not limited to income from sports camps, housing benefits, television and radio programs, endorsement or consultation contracts with athletic shoe, apparel or equipment manufacturers or sellers, and SUBR shall have reasonable access to records of Head Football Coach to verify this report.

V. Performance Incentives

- a. As an incentive for exemplary performance and in acknowledgement of the additional work that is required during the season, post-season games and events, SUBR agrees to pay the following performance incentives subject to the limitations contained within subsections V(b) and (c) herein.
 - i. **SWAC West Division Champion**

Head Coach	\$10,000.00
Full Time Assistant Coach	\$ 1,500.00
Part Time Assistant Coach	\$ 750.00
 - ii. **Undefeated SWAC Western Division Champions**

1. Head Football Coach	\$10,000.00
2. Full-Time Assistant Coaches	\$ 1,500.00
3. Part-Time Assistant Coaches	\$ 750.00

iii.	<u>SWAC Overall Champion</u>	
	1. Head Football Coach	\$20,000.00
	2. Full-Time Assistant Coaches	\$ 2,500.00
	3. Part-Time Assistant Coaches	\$ 1,000.00
iv.	<u>Undefeated SWAC Overall Champion</u>	
	1. Head Football Coach	\$20,000.00
	2. Full-Time Assistant Coaches	\$ 2,500.00
	3. Part-Time Assistant Coaches	\$ 1,000.00
v.	<u>Defeats an FBS Opponent</u>	
	1. Head Football Coach	\$10,000.00
	2. Full-Time Assistant Coaches	\$ 1,500.00
	3. Part-Time Assistant Coaches	\$ 750.00
vi.	<u>Bayou Classic Victory</u>	
	1. Head Football Coach	\$10,000.00
	2. Full-Time Assistant Coaches	\$ 2,500.00
	3. Part-Time Assistant Coaches	\$ 1,000.00
vii.	<u>National Coach of the Year¹</u>	
	1. Head Football Coach	\$12,500.00 (maximum per year)
viii.	<u>Net University Season Tickets Sales above \$750,000.00/ \$1,000,000.00²</u>	
	1. Head Football Coach	\$5,000.00/\$10,000.00
	2. Full-Time Assistant Coaches	\$ 1,500.00/\$2,000.00
	3. Part-Time Assistant Coaches	\$ 750.00/\$1,000.00
ix.	<u>HBCU/Celebration Bowl Appearance/Victory</u>	
	1. Head Football Coach (Appearance)	\$25,000.00
	2. Head Football Coach (Victory)	\$25,000.00
	3. Full-Time Assistant Coaches	\$15,000.00 ³
x.	<u>APR Incentive</u>	
	1. Head Football Coach	\$ 3,500.00

¹ as determined by Sheridan Poll of Historically Black Colleges and Universities and/or ESPN/USA Division 1 Football Championship Subdivision Poll, or, LSWA, SWAC Coach of the Year, or Regional Coach of the Year Award.

² The calculation for net University ticket sales above \$750k/\$1.0M shall be gross season book sales plus University home game gates sales, less expenses to Ticket Master, Inc., less expenses to reduce athletic department debt. This calculation shall not include any ticket sales from Bayou Classic, Atlanta Classic or any University game played on neutral setting. Calculation is determined once per season.

³ Head Football Coach has the discretion to divide the incentive amount among Full-Time Assistants in accordance with NCAA Bylaw 11.7.5 FCS and with approval from the Athletic Director.

The University will pay Head Football Coach for maintaining a single year APR score at or above 950, or any comparable academic benchmark used by the NCAA in place of APR in the future (the “APR Incentive”). It will be determined each contract year based on the APR issued for the Program in June following the year, beginning with the APR issued in June 2024.

xi. **Fundraising Incentives**

If the Head Football Coach can assist the Director of Athletics in fundraising a minimum of Five Hundred Thousand Dollars (\$500,000.00) Head Football Coach will receive 5% of the total amount raised which can be used as additional income for himself or for any other purpose within the discretion of the Head Football Coach.

- b. In order for Head Football Coach to receive the above-mentioned performance incentives, Football Team shall meet all NCAA APR standards (including maintaining at least a 930 APR) and Football Team shall be eligible for post-season play.
- c. Within forty-five (45) days of the last contest, Head Football Coach shall be provided an annual report of all performance incentives attained and private donations collected by the Foundation designated for football. All incentive payments earned and salary supplements shall be paid not later than sixty (60) days following the last contest of the season, including post-season play.

VI. Compliance with NCAA, Conference and University Rules

- a. Head Football Coach shall be responsible for being knowledgeable of and in compliance with all rules and regulations of the NCAA, SWAC and SUBR. If Head Football Coach or the Football Program is found to be in violation of NCAA regulations, Head Football Coach shall be subject to disciplinary action or termination for cause as defined below. Head Football Coach may be suspended for a period of time, without pay, if Head Football Coach is found to be personally guilty of deliberate and serious violations of NCAA, SWAC or SUBR regulations.
- b. Head Football Coach shall abide by state and federal laws, including but not limited to laws regarding Power-Based Violence and Title IX, the State of Louisiana Code of Governmental Ethics, and the policies and regulations of Southern University System.

VII. Coaching Staff

Head Football Coach shall have the authority to recommend an offer of employment to Assistant Coaches subject to approval by the Athletic Director and President-Chancellor.

VIII. Termination

- a. **For Cause-** The Board shall have the right to terminate this agreement for cause prior to its expiration, and such right shall exist notwithstanding any rights available under Section VI hereof, and in addition to the examples listed in SUBR Personnel Handbook, the termination for cause shall include but not be limited to any one or more of the following:
- i. Negligent or inattention by Head Football Coach of the standards, duties, or responsibilities expected by Southern University System employees, after written notice thereof has been given to Head Football Coach by Athletic Director and Head Football Coach has continued such neglect or inattention during a subsequent period for not less than thirty (30) days;
 - ii. Material, intentional, or reckless breach or violation by Head Football Coach of the agreement, including without limitation governing athletic rules and Southern University System rules;
 - iii. Conviction of Head Football Coach of any criminal violation (does not include minor traffic offenses or non-criminal offenses);
 - iv. Fraud or dishonesty of Head Football Coach in the performance of his duties or responsibilities hereunder;
 - v. Actively engaging in any conduct or committing any act that brings SUBR, Southern University System and Head Football Coach into public disrepute, contempt, embarrassment, scandal or ridicule and that negatively impacts the reputation or the high moral or ethical standards of the Southern University System;
 - vi. Conduct of Head Football Coach constituting a major violation or a pattern of conduct that may constitute or lead to a major violation, of any NCAA or other governing athletic association rule or Southern University System interpretation thereof, that may, in the reasonable and good faith judgment of the Southern University System negatively and significantly impact and reflect adversely upon the Southern University System or its athletic programs;
 - vii. Any NCAA or SWAC rules violation by the football program that results or could result in the University being placed on probation by the NCAA or the SWAC;
 - viii. Conduct by members of Head Football Coach's coaching or football staff or others under his supervision or subject to his control or authority that may constitute a major violation or a pattern of conduct that may constitute or lead to a major violation of any NCAA or other governing athletic rule or

Southern University System interpretation thereof of which Head Football Coach had knowledge and failed to act reasonably to prevent, limit or mitigate, which may, in the reasonable and good faith judgment of the Southern University System negatively and significantly impact and reflect adversely upon SUBR or its athletic program;

- ix. Conduct that the Athletic Director, President-Chancellor and/or Board agree is not the best interest of SUBR and Southern University System and such conduct would be detrimental to the SUBR and Southern University System; or
- x. Failure of the football program to meet the academic benchmarks established by the NCAA (including Academic Progress Rate (APR) benchmarks) which results in penalties or sanctions being imposed by the NCAA or other athletic governing authority.

In the event this Agreement is terminated for cause in accordance with the provisions of Section VIII hereof, then effective as of the termination date, Head Football Coach shall not be entitled to receive any further payments of base salary, and any other compensation or benefits otherwise payable under Section III hereof, except Head Football Coach will be entitled to continue such life or health insurance benefits at Head Football Coach's expense as required by law; and subject to any deductions. Head Football Coach will be paid any earned outstanding payments owed by SUBR as of the effective termination date pursuant to the terms of the Agreement. Head Football Coach will be given notice of the cause and an opportunity to appeal the termination before the Board's Athletic Committee. The Athletic Committee will make a recommendation to Board on whether to uphold or rescind the termination of the Head Football Coach.

- b. **Without Cause-** In the event this agreement is terminated without cause, Head Football Coach and SUBR will be required to provide thirty (30) days written notice to the other party. However, Head Football Coach may not terminate this agreement thirty (30) days prior to the first scheduled football game of the football season through the date of the last game of the football season. In the event the agreement is terminated without cause, Head Football Coach will be paid any earned outstanding payments owed by SUBR as of the effective termination date pursuant to the terms of the agreement. The parties agree that if this agreement is terminated without cause, Head Football Coach may be given a hearing at the sole discretion of the Board's Athletic Committee. If SUBR terminates the agreement without cause in years 1 or 2 (i.e., January 1, 2024 through December 31, 2025), as permitted by Section VIII hereof, SUBR shall pay, and Head Football Coach agrees to accept as liquidated damages, an amount equal to the sum of the annual base salary for the remaining term of the agreement. If after termination without cause in year 1 or 2 of the agreement should Head Football Coach secure employment, the income will be used as a set off on the liquidated damages owed under this agreement. If SUBR terminates the agreement without cause in year 3 (i.e., January 1, 2026 through December 31, 2026), as permitted by Section VIII hereof, SUBR

shall pay, and Head Football Coach agrees to accept as liquidated damages, a total of seventy-five thousand dollars (\$75,000.00) for the remaining term of the agreement.

IX. Miscellaneous

- a. This agreement may be amended at any time only by a written instrument duly signed by SUBR through its designated representative and Head Football Coach. All amendments must be in writing.
- b. The agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.
- c. Head Football Coach's rights and interests under this Agreement may not be assigned, pledged or encumbered by Head Football Coach.
- d. The agreement constitutes the full and complete understanding and agreement of the parties with respect to the employment of Head Football Coach by SUBR and supersedes all prior understandings and agreements, oral and written, regarding Head Football Coach's employment by SUBR.
- e. Head Football Coach acknowledges that he has read and understands the foregoing provisions are reasonable and enforceable, and Head Football Coach agrees to abide by this agreement and the terms and conditions set forth herein.
- f. All notices, requests, demands and other communication hereunder may be given by personal delivery, delivery via expedited delivery or mail service such as Federal Express and United States mail with first class postage prepaid. Notices shall be sent to the names below:

If to Head Football Coach

Terrence Graves
Head Football Coach
_____.com

If to SU-Baton Rouge

Roman Banks
Athletic Director
Southern University – Baton Rouge
F. G. Clark Activity Center
Harding Boulevard
Baton Rouge, LA 70813

With copies to:

Graves's address on file with HR

With copies to:

General Counsel
Office of President
J. S. Clark Administration Bldg.
4th Floor
Baton Rouge, LA 70813

- g. The invalidity or enforceability of any provision of this agreement has no effect on the validity or enforceability of any other provisions.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, or caused this agreement to be executed on the date shown below.

Head Football Coach,
Terrence Graves

Date

Athletic Director,
Roman Banks

Date

System President-Chancellor,
Dennis J. Shields

Date

System Board Chairman,
Myron K. Lawson

Date