

CONTRACT FOR PROFESSIONAL LEGAL SERVICES

BE IT KNOWN, effective November 16, 2020, the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (hereinafter “University”), and Husch Blackwell LLP (hereinafter “Counsel”), do hereby enter into this contract under the following terms and conditions:

1.

Counsel hereby agrees to furnish the following services:

Providing general legal advice and consultation to the University to include: (1) an independent review of the handling of specific Title IX cases for compliance with federal regulations; (2) an evaluation of employee compliance with Title IX training requirements, policies and reporting procedures; (3) engage campus stakeholders regarding the effectiveness of Title IX training and outreach; and (4) recommendations regarding best practices.

The scope of this contract does not include litigation or proceedings arising out of or involving tort or workers’ compensation. These legal services are to be provided under the immediate supervision of the University and subject to secondary review by the Department of Justice, Office of the Attorney General.

The University hereby certifies and Counsel hereby acknowledges that:

Goals and objectives: The University has entered into this contract in order to obtain professional legal services as described herein.

Performance measures: The services provided by counsel shall be evaluated to determine that the services are provided timely and professionally.

Monitoring Plan: University shall monitor the performance of counsel by review of all interim written or verbal reports submitted by counsel and by supervision of the services provided by counsel.

2.

In consideration of services described hereinabove, University hereby agrees to pay Counsel at the following rates for work within the scope of services described in Section 1, except as set forth herein:

\$425.00 Scott Schneider

\$385.00 Elizabeth Samples

\$385.00 Demetrius Peterson

\$355.00 Paige Duggins-Clay

\$145.00 Paralegal

3.

The total of all sums payable under this contract including fees and reimbursement of expenses shall not exceed one hundred thousand dollars (\$100,000.00) and, except as otherwise provided in this contract, shall be invoiced in accordance with Permanent Memorandum 72 and the Guidelines issued pursuant thereto, and Policy and Procedure Memorandum 50.

4.

Invoices shall be submitted by Counsel to the University for review and approval in accordance with Permanent Memorandum 72 and the Guidelines for Lawyers Representing LSU, and Policy and Procedure Memorandum 50.

Notwithstanding Section 6.1 of Permanent Memorandum 72, it is understood that should Counsel fail to submit statements within 30 days following the end of each month, University shall not be responsible for payment thereof under this contract or in *quantum meruit*. All billings by Counsel for services rendered shall be submitted in compliance with La. R.S. 39:1618.

5.

All legal fees and costs shall be paid in accordance with Permanent Memorandum 72 and the Guidelines issued pursuant thereto, and Policy and Procedure Memorandum 50.

Counsel will be reimbursed for out-of-pocket expenses submitted in accordance with University policy, including LSU Travel Rules and Regulations as set forth in Permanent Memorandum 13. Travel time, at the direction and for the convenience of the University, is billable as services if undertaken during normal working hours at one-half the agreed upon hourly pay rate and shall not exceed eight hours per day without written justification.

6.

Counsel hereby agrees that the responsibility for payment of taxes from the funds thus received under this contract and/or legislative appropriation shall be Counsel's obligation and identified under Federal Tax Identification number 26-1688286.

7.

The Legislative Auditor of the State of Louisiana, the State Inspector General, Division of Administration auditors or University auditors may audit all records of Counsel which relate to this contract. Records will be made available during normal working hours for this purpose. Counsel shall maintain said records for a period of five years after the date of final payment under this contract.

8.

This contract is in effect for the one year period of November 16, 2020 to November 15, 2021.

9.

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient funds to provide for the continuation of the contract, 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 the contract, the contract shall terminate without penalty on the date of the beginning of the first fiscal year for which funds are not appropriated.

10.

Counsel shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the University, provided, however, that claims for money due or to become due to the Counsel from University under this contract may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the University.

11.

Counsel may cancel this contract with or without cause by giving the University 30 days advance notice. Counsel reserves the right to withdraw earlier if required by law, court order, or the applicable Rules of Professional Conduct. The University has the right to cancel this contract with or without cause for any reason and at any time. Notice shall be sent Certified Mail, return receipt requested, to the following addresses:

If to University: Office of General Counsel
3810 W. Lakeshore Drive, Room 124
Baton Rouge, LA 70808

If to Counsel: Scott Schneider
Husch Blackwell LLP
111 Congress Avenue, Suite 1400
Austin, TX 78701

12.

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

Counsel reserves the right to retain a copy of the client file, as permitted by the Rules of Professional Conduct and other ethical standards. Counsel will supply to University all Counsel's final work product generated in the performance of the contracted legal services, but will not supply drafts (unless soliciting comments from University) or attorney notes, or any internal firm files such as internal accounting, conflicts, etc. even if "related to" these legal services. Counsel reserves its ownership of all its work product prepared in connection with the contracted legal services, but grants to University an unlimited license to use work product provided to University as University sees fit.

13.

University and Counsel acknowledge and agree that the Department of Justice has the right to review all records, reports, worksheets or any other material of Counsel related to this contract. University and Counsel further agree that Counsel will furnish to the Department of Justice, upon request, copies of any and all records, reports, worksheets, bills, statements or any other material of Counsel related to this contract. Counsel interprets “records, reports, worksheets or any other material of Counsel” as used in this paragraph not to include attorney drafts, attorney notes, or any internal firm files such as internal accounting, conflicts, etc.

14.

Counsel 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, the Americans with Disabilities Act of 1990 and the Family Educational Rights and Privacy Act of 1974. Counsel agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by counsel, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

15.

This contract is not effective until executed by all parties and approved in writing by the Attorney General in accordance with La. R.S. 39:1565. It is the responsibility of Counsel to advise

the University in advance if contract funds or contract terms may be insufficient to complete contract objectives.

16.

Any claim or controversy arising out of the contract shall be resolved by the provisions of La. R.S. 39:1672.2–1672.4.

**ATTACHMENT 1
INSTRUCTIONS FOR SUBMITTING INVOICES**

Within 30 days of the end of each calendar month, Counsel shall send invoices reflecting itemizations of all work performed, listing time by date and by hour, with specific reference to the name of the person performing the work, a brief but detailed description of the task performed, the time devoted to the task (to the tenth of an hour), verification, and any other information required by La. R.S. 39:1618, to:

Office of the General Counsel
Louisiana State University
3810 W. Lakeshore Drive, Room 124
Baton Rouge, LA 70808

Expenses must have receipts or documentation attached to the invoices or reimbursement will not be made.

IN WITNESS WHEREOF, the parties have executed this contract as of this 2nd day of

December, 2020.

WITNESS SIGNATURES:

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

Morgan Campbell
Print Name: Morgan Campbell

BY: *Thomas C. Galligan, Jr.*
**THOMAS C. GALLIGAN, JR.
INTERIM PRESIDENT**

Caroline Chenevert
Print Name: Caroline Chenevert

Telephone: 225-578-2111

Husch Blackwell LLP

J. Schlegel
Print Name: J. SCHLEGEL

BY: *Scott Schneider*
Scott Schneider, Partner

Wendy Schneider
Print Name: WENDY SCHNEIDER

Tax I.D.#: 26-1688286
Telephone: 512-479-1145