

## 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

By: Thomas C. Galligan Jr. 11/15/20  
Thomas C. Galligan Jr. Date  
Interim President

EMPLOYEE:

Stephanie Rempe 11.9.2020  
Stephanie Rempe Date

## STATE OF LOUISIANA

### PARISH OF EAST BATON ROUGE

#### **EMPLOYMENT AGREEMENT**

This Employment Agreement (the "Agreement") is effective July 15, 2019 (the "Effective Date"), by and between BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (hereinafter "LSU"), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by F. King Alexander, its duly authorized President, and STEPHANIE REMPE (hereinafter "REMPE") (LSU and REMPE are hereinafter sometimes referred to collectively as the "Parties"). For and in consideration of the promises, mutual covenants, obligations and agreements of the Parties to be by them respectively kept and performed as hereunder set forth, it is agreed as follows:

1. **Employment.** Subject to the terms and conditions of this Agreement, LSU does hereby employ REMPE as its Executive Deputy Athletic Director at Louisiana State University and Agricultural and Mechanical College, located in Baton Rouge, Louisiana, on the terms and conditions set forth herein.
  - A. REMPE represents and warrants that she is fully qualified to serve, and is available for employment, in this capacity.
  - B. REMPE will report directly to the Athletic Director of LSU (the "Athletic Director") consistent with her status as Executive Deputy Athletic Director and shall confer with the Athletic Director and/or the Athletic Director's designee(s) on a regular basis as determined by the Athletic Director and on major matters as necessary and appropriate.
  - C. REMPE shall assist the Athletic Director in his duties to oversee, administer, review, and periodically evaluate the Department of Athletics (the "Department"), including the entire intercollegiate athletic program at LSU, and shall perform such other duties, consistent with her status as the Executive Deputy Athletic Director, as the Athletic Director may assign.
  - D. REMPE will supervise and promote all intercollegiate athletic programs in the Department, and shall perform her duties and personally comport herself at all times in a manner consistent with the high moral, ethical and academic standards of LSU and the Department.
  - E. REMPE hereby agrees to accept such employment and to devote her attention and best efforts, on a full-time basis, to the performance of her duties hereunder.

- F. REMPE hereby agrees and promises that she shall, on or before December 31, 2019, provide proof to LSU that she has been issued a Louisiana driver's license and that all vehicles registered in her name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.
- G. Pursuant to NCAA Bylaw 11.2, REMPE hereby confirms that she has an affirmative obligation to cooperate fully in the NCAA<sup>1</sup> infractions process, including the investigation and adjudication of a case, and that, if found in violation of NCAA regulations, shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process, including suspension without pay or termination of employment.
2. **Term.** This Agreement shall be for a definite term, commencing on July 15, 2019, and ending on June 30, 2025, unless terminated sooner in accordance with Section 7 of this Agreement or by mutual written agreement between the Parties.
3. **Duties and Responsibilities.** In consideration of the compensation specified in this Agreement, REMPE shall devote her full time and best efforts to the performance of her duties under this Agreement. Such duties shall include all duties that the Athletic Director or his designees may assign as provided in Section 1 of this Agreement, all duties as set forth in the Executive Deputy Athletic Director job description on file with LSU, and the specific duties listed in Section 1 and this Section 3, which are intended to be illustrative and not exhaustive. Among her specific duties, REMPE shall:
- A. Assist with the development and implementation of plans, policies, procedures and programs that are in compliance with the rules and regulations of LSU, the SEC<sup>2</sup> and the NCAA, as well as all applicable local, state and federal laws which promote the mission of the Department, LSU's high standard of academic excellence, and the general welfare of student-athletes. REMPE shall consult with the Athletic Director and others, as appropriate, to encourage and monitor academic progress of student-athletes toward graduation. REMPE shall also ensure that all Department staff members actively support the Department's commitment to academic achievement for each student-athlete;
- B. Assist with management and oversight of the Department's men's and women's intercollegiate sports through each coach and, senior athletic staff, including coordinating and/or overseeing the recruitment, selection (negotiates and approves contracts, subject to President and/or Board approval) and evaluation (including approving salaries, subject to President and/or Board approval) of all coaches. REMPE shall promote athletic excellence on local, conference and national levels for all of the men's and women's intercollegiate athletic programs;

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<sup>1</sup> "NCAA" shall mean the National Collegiate Athletic Association and its successors.

<sup>2</sup> "SEC" shall mean the Southeastern Conference, its successor or any other athletics conference of which LSU may become a member.

- C. Assist with management and oversight of all Department staff members, including coordinating and/or overseeing the recruitment, selection and evaluation (including approving salaries) of all Department staff members. REMPE shall help to establish and periodically refine, as necessary, the Department's organizational structure to ensure the effective management of human resources;
- D. Consult with and submit reports, recommendations and supporting documents to the Athletic Director and/or any other person(s) as necessary to make decisions regarding academics, capital expansion, staffing, budget appropriations or other aspects of LSU's athletic programs or for other purposes as requested;
- E. Know, recognize and comply with all applicable local, state and federal laws, as well as all applicable policies, rules and regulations of LSU, the SEC and the NCAA, taking appropriate steps to promote and ensure that all Department staff know, recognize and comply with all such laws, policies, rules and regulations. REMPE shall work with others as directed by the Athletic Director to develop and implement a comprehensive ongoing program of compliance education for all coaches, student-athletes and boosters. REMPE shall immediately report to the Department's senior compliance officer if REMPE has reasonable cause to believe that any person or entity, including without limitation, representatives of LSU's athletic interests, has violated, is likely, or may potentially violate any such laws, policies, rules and/or regulations.
- F. Cooperate fully and completely, and will use best efforts to ensure that Department staff members cooperate fully and completely, with any investigation of any alleged violation of any of the covenants enumerated herein, conducted by LSU, the SEC, or the NCAA;
- G. Take prompt corrective or disciplinary action to address any non-cooperation by any Department staff member.
- H. Consult with LSU's General Counsel (and other LSU-engaged counsel, as directed by the LSU General Counsel), regarding NCAA or similar rule compliance issues, and shall assist, as necessary in investigating all cases where a violation has or may have occurred;
- I. Assist with oversight of all of the Department's fiscal operations (including short and long-term budgetary and fiscal planning and monitoring for budget performance) and responsibility for the Department finances and facilities to ensure sound business practices;
- J. Assist with the scheduling of intercollegiate sporting events, all aspects of the Department's operations and all aspects of LSU's athletic facilities including, but not limited to, evaluating the condition of athletic facilities for safety and comparison with SEC and national standards;
- K. Assist with the development and implementation of programs to increase revenue sources for the Department, including effective plans for marketing and

promotions, as well as fundraising strategies to promote donor support of the athletic program. REMPE shall participate in negotiations and presentations to promote the Department and LSU to sponsors, donors, and boosters;

- L. REMPE shall participate in, among others, speaking engagements, news conferences, radio, television and other media appearances at the request of the Athletic Director as appropriate;
- M. Represent the Department at all times including without limitation within the NCAA, SEC, LSU, community, and all other meetings and conventions consistent with her status as Executive Deputy Athletic Director. REMPE shall also serve at the request of the Athletic Director on any committees as appropriate;
- N. Cultivate and advance a positive and respectful learning and working environment to provide an unsurpassed student-centered learning experience;
- O. Observe, respect, and promote the principles of institutional control in every aspect of the Department and throughout all of its intercollegiate athletic programs;
- P. Perform all other duties customarily performed by employees of commensurate rank serving other NCAA member institutions; and
- Q. Perform other duties reasonably assigned by the Athletic Director.

4. **Compensation.**

A. **Executive Deputy Athletic Director Base Salary.** Consistent with her status as Executive Deputy Athletic Director, in return for the completion of all duties and responsibilities listed above in Sections 1 and 3, LSU agrees to pay REMPE the annual sum of \$437,000.00, payable in twelve (12) equal monthly installments; pro-rated for partial years.

B. **Incentive Compensation.** REMPE will be eligible for incentive compensation as follows. Any incentive compensation shall be considered a one-time payment in each year that it is earned and shall not be considered part of Base Salary for any purpose, including benefits. Incentive compensation may be paid from a foundation affiliated with LSU ("Foundation") through Foundation funds, subject to the approval of LSU and the Foundation.

(i) **Learfield Sports Directors' Cup Incentive Compensation.** For each year that LSU achieves a top 20 final ranking in the NACDA (Learfield Sports) Directors' Cup Rankings while this Agreement is in effect, REMPE shall be entitled to a performance incentive of \$10,000.

(ii) **Division I Football Post-Season Compensation.** For every year that the LSU NCAA Division I football team participates in post-season game(s), LSU will pay REMPE Post-Season Incentive Compensation as additional compensation for the extra services required of REMPE as follows:

| <i><b>Post-Season Goal</b></i>                                   | <i><b>Amount</b></i> |
|------------------------------------------------------------------|----------------------|
| Bowl Participant in non-College Football<br>Playoff ("CFP") game | \$10,000 OR          |
| CFP Bowl Participant                                             | \$20,000 OR          |
| CFP Semifinal Game Participant                                   | \$30,000 OR          |
| CFP National Championship Game Participant                       | \$35,000 OR          |
| CFP National Champion                                            | \$50,000             |

Only one such football performance incentive shall be awarded in a given year (corresponding to the highest level of team achievement) and shall not exceed \$50,000 in that year.

- (iii) **Division I Basketball Football Post-Season Compensation.** For each year that the LSU NCAA Division I basketball team participates in post-season game(s), LSU will pay REMPE a basketball performance incentive as additional compensation for the extra services required of REMPE, in the amount of \$15,000.
- (iv) **Academic Incentive Compensation.** For each year that all LSU intercollegiate athletic teams competing in NCAA play attain a multi-year Academic Progress Rate, as established by the NCAA, of 930 or greater, LSU will pay REMPE as a performance incentive the amount of \$15,000. The additional sum, if payable, shall be considered earned on the date that the NCAA's annual Academic Progress Rate Public Report is publicly released.

5. **Retirement and Fringe Benefits.** REMPE shall be entitled to participate in the retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts (including state retirement benefits) based only upon REMPE's Base Salary. No sums paid or authorized under this Agreement, except for the Base Salary, shall be considered "base pay", "earned compensation", or "earnable compensation" as such terms are defined in Louisiana Revised Statutes 11:403 and 11:701, or other applicable Louisiana retirement laws, and shall not be included as compensation for the purpose of computation of retirement benefits. Only the Base Salary shall be considered for the purpose of computation of retirement benefits. State retirement benefit amounts will be computed on the Base Salary only and in accordance with the limitations of Louisiana state retirement law.

During the term of this Agreement and in accordance with all applicable LSU policies and laws, REMPE will also receive the following benefits, part or all of which may be payable

from a Foundation through Foundation funds, subject to approval of LSU and the Foundation:

- A. A family membership in a social club, athletic club, and/or country club, provided that: (i) monthly dues shall be payable from affiliated foundation funds, subject to approval of the Foundation; (ii) business-related expenses incurred in accordance with LSU and Foundation policy will be reimbursed from Foundation funds; and (iii) REMPE shall be responsible for payment for all non-business charges and expenses;
- B. Use of one (1) appropriate mobile communications device and service;
- C. Use of one (1) courtesy vehicle provided by dealership and related insurance reimbursed from Foundation funds; and
- D. Other reasonable and related employee benefits to be provided by Foundation, as authorized by the President after a review by the LSU General Counsel or his designee, and a determination that such benefits are in compliance with LSU policy and the Louisiana Code of Ethics.

6. **Additional Revenue.**

- A. Subject to limitations imposed by this Section 6 and compliance with all applicable laws and Governing Athletics Regulations<sup>3</sup>, if any, and LSU's PM-11, REMPE may earn or receive revenue from third parties ("Additional Revenue") while employed by LSU provided, however, that REMPE shall obtain prior written approval from the President, which approval shall not be unreasonably withheld, before engaging in any commercial or private venture, transaction or endorsement, including the use of REMPE's name by any commercial, public or private entity. In accordance with NCAA rules, REMPE, whenever reasonably requested, but in no event less than annually, shall provide a written detailed account to the President for all income and benefits related to LSU athletics from sources outside LSU (including the amount and source of all such income). The approval of such income and benefits related to LSU athletics shall be consistent with University Rules<sup>4</sup> related to outside income and benefits, if any, applicable to all full-time or part-time employees.

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<sup>3</sup> "Governing Athletic Rules" shall mean any and all present or future legislation, rules, regulations, directives, written policies or procedures, bylaws and constitutions, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto promulgated hereafter by the NCAA or the SEC or any successor of such association or conference, or by any other athletic conference or governing body hereafter having regulatory power or authority relating to the athletic programs of LSU. Governing Athletic Rules also shall include any acts of Congress or the State of Louisiana regulating college athletics, officials, athletes, or competition.

<sup>4</sup> "University Rules" shall mean any and all present or future legislation, rules, regulations, directives, written policies or procedures, bylaws, and constitution, and any and all amendments, supplements, or modifications thereto promulgated hereafter by LSU, including, without limitation, its President and the Director of Athletics, or by the Board of Supervisors.

- B. If required by the NCAA, REMPE shall report annually to the President on or before the NCAA due date of each contract year, all income and benefits related to LSU athletics from sources outside LSU, and LSU shall have reasonable access to all the records of REMPE to verify this report.
- C. LSU does not guarantee REMPE any amount of Additional Revenue.

7. **Termination.**

- A. **Termination by LSU.** At all times, REMPE shall serve at the pleasure of the Athletic Director. LSU may terminate this Agreement at any time for cause, which, in addition to any of its other normally understood meanings shall include, but not be limited to, the following:
  - (1) Neglect or inattention by REMPE to the duties of REMPE or REMPE's refusal, unwillingness or inability to perform such duties in good faith after written notice has been provided to REMPE by the President and/or the Athletic Director, and REMPE has continued such neglect, inattention, refusal, unwillingness or inability during a subsequent reasonable period specified by LSU; or
  - (2) A significant, repetitive or intentional violation of any laws or regulations, including but not limited to Title IX of the Education Amendments Act of 1972 and/or Governing Athletic Rules (or a pattern of conduct which may constitute or lead to a Level I or Level II violation as defined in NCAA regulations), or a finding of responsibility for a violation of University Rules, as determined by LSU, by REMPE (or any other person under REMPE's supervision and direction, which REMPE knew about or should have reasonably known about, and failed to take action to prevent); or
  - (3) A breach of contract terms of this Agreement, as determined by the President and/or the Athletic Director, or a violation by REMPE of a criminal statute (excluding minor traffic violations); or
  - (4) A violation by REMPE of any federal, state or local law, including but not limited to, the Louisiana Code of Governmental Ethics, as determined by LSU; or
  - (5) Fraud or dishonesty of REMPE in the performance of her duties and/or responsibilities under this Agreement, as determined by LSU; or
  - (6) Fraud or dishonesty of REMPE in the preparation, falsification, submission or alteration of documents or records required to be prepared or maintained by law, Governing Athletic Rules and/or University Rules, or permitting, encouraging or condoning such fraudulent or dishonest acts by any other person, provided that REMPE had actual knowledge of such fraudulent or dishonest acts or reasonably should have known about such fraudulent or dishonest acts; or

- (7) Failure by REMPE to respond accurately and fully within a reasonable time to any reasonable request or inquiry relating to the performance of her duties hereunder or the performance of her duties during her prior employment at any other institution of higher learning required by law, Governing Athletic Rules, and/or University Rules; or
- (8) Instruction to any coach, student or other person to respond inaccurately and incompletely to any request or inquiry concerning a matter relevant to LSU's athletic programs or other institutions of higher learning propounded by LSU, the SEC, the NCAA or other governing body having supervision over the athletic programs of LSU or such other institution of higher learning, or required by law, Governing Athletic Rules, and/or University Rules, as determined by LSU; or
- (9) Failure by REMPE to assist in management of the Department in a manner that reflects the academic values of LSU, as set forth in this Agreement, as determined by LSU; or
- (10) Soliciting, placing or accepting by REMPE of a bet on any intercollegiate or professional athletic event/contest, or permitting, condoning or encouraging by REMPE of any illegal gambling, bookmaking or illegal betting involving any intercollegiate or professional athletic event/contest whether through a bookmaker, a parlay card, a pool or any other method of organized gambling; or furnishing by REMPE of information or data relating in any manner to any sport to any individual known by REMPE to be or whom she should reasonably know to be a gambler, better or bookmaker, or an agent of any such person, or the consorting or associating by REMPE with such persons, as determined by LSU; or
- (11) Use or consumption by REMPE of alcoholic beverages, drugs, controlled substances, steroids or other chemicals in such degree and for such appreciable period as to impair significantly or materially her ability to perform her duties hereunder or failure by REMPE to fully cooperate in the enforcement and implementation of any drug testing program established by LSU for student-athletes, as determined by LSU; or
- (12) REMPE's sale, use or possession, or REMPE's permitting, encouraging or knowingly condoning by a student-athlete, coach or other athletic staff member of the sale, use or possession of any narcotics, drugs, controlled substances, steroids or other chemicals, the sale, use or possession of which by REMPE or such student-athlete, coach or other athletic staff is prohibited by law, Governing Athletic Rules, and/or University Rules, as determined by LSU; or
- (13) Failure by REMPE to report promptly to LSU, through the Athletic Director or other appropriate authority, any violation(s) or potential violation(s) known to REMPE of Governing Athletic Rules and/or University Rules

and/or local, state or federal laws and regulations, including but not limited to Title IX of the Education Amendments Act of 1972, by REMPE or a coach, athletic staff member, student and/or any other person under the control or supervision of REMPE, as determined by LSU; or

- (14) Commission of or participation in by REMPE of any act, situation, or occurrence which, in LSU's reasonable judgment brings REMPE into public dispute, contempt, scandal or ridicule or which constitutes a substantial failure to perform in good faith the duties required of REMPE in Section 7.A herein or failure by REMPE to conform her personal conduct to conventional standards of good citizenship, with such conduct offending prevailing social mores and values and/or reflecting unfavorably upon LSU's reputation and overall primary mission and objectives, including but not limited to, acts of dishonesty, misrepresentation, fraud or violence that may or may not rise to a level warranting criminal prosecution by the relevant authorities.
- B. NCAA Enforcement. REMPE is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, REMPE may also be subject to disciplinary or corrective action by the NCAA as set forth in the provisions of the NCAA enforcement procedures. If REMPE is found by the NCAA or LSU to be in violation of any NCAA Bylaws, REMPE agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA.
- C. Notice. If LSU terminates this Agreement for cause under this Section 7, it shall give written notice to REMPE of its intention to so terminate this Agreement specifying the contractual provision upon which LSU relies thereon, the conduct which is the basis for the intent to terminate, and the intended effective date of termination, and shall allow REMPE a reasonable time period to respond to the notice.
- D. Termination for Cause/Loss of Compensation and Benefits. In the event that this Agreement is terminated for cause under this Section 7, REMPE shall not be entitled to receive all or any part of the Base Salary, or any other compensation or benefits of any nature under this Agreement, which has not been fully earned as of the date of termination. In no case shall LSU be liable to REMPE for the loss of any collateral business opportunities, or any other benefits, perquisites, income or consequential damages suffered by REMPE as a result of LSU's termination for cause under this Section.
- E. Termination by LSU Other Than for Cause. This Agreement may be terminated by LSU at any time other than for cause (as delineated in Section 7.A) upon ten (10) days written notice to REMPE. In the event of such termination by LSU other than for cause, LSU shall pay to REMPE as liquidated damages, in lieu of any and all legal remedies or equitable relief, REMPE's Base Salary for the remaining term of this Agreement. The total liquidated damages owed under Section 7.E shall be paid by LSU to REMPE in substantially equal monthly installments, beginning the last day of the month of termination and continuing for the remaining term of this Agreement,

unless otherwise excused, negated, reduced or extinguished under Section 7.E. LSU may elect to accelerate the payment of any liquidated damages due. Section 7.E is subject, however, to the following:

- (1) All fringe benefits furnished by LSU shall terminate upon the date of termination of this Agreement, or in accordance with the terms of the specific benefit plan.
- (2) REMPE is required to mitigate LSU's obligations under Section 7.E by making reasonable and diligent efforts (under the circumstances and opportunities then prevailing) to obtain employment as soon as practicable following such termination.
- (3) If REMPE is employed elsewhere post-termination, LSU's obligations to pay REMPE as set forth in this Section 7.E shall be reduced by REMPE's total compensation from all sources related to such position. LSU shall pay such reduced amount in substantially equal monthly installments after the date of REMPE's first day of employment elsewhere for the remaining term of this Agreement.
- (4) REMPE agrees that as a condition of receiving any payment as set forth in Section 7.E, except for earned but unpaid compensation to the date of termination and any legally protected rights, REMPE has under any employee benefit plan maintained by LSU, REMPE or, in the case of any amounts due after REMPE's death, the person to whom those amounts are payable (collectively, the "Payee") must execute a comprehensive release within sixty (60) days of the date of REMPE's termination in the form determined from time to time by LSU in its sole discretion. Generally, the release will require the Payee and the Payee's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, legatees and assignees to release and forever discharge LSU and its trustees, officers, directors, agents, attorneys, successors and assignees from any and all claims, suits and/or causes of action that grow out of or are in any way related to REMPE's employment with LSU, other than any claim that LSU has breached under this Agreement. This release will include, but not be limited to, any claim that LSU violated under the Public Health Services Act; the Age Discrimination in Employment Act; the Older Worker's Benefit Protection Act; the Americans with Disabilities Act; Title VII of the Civil Rights Act of 1965 (as amended); the Family and Medical Leave Act; any state, federal law or local ordinance prohibiting discrimination, harassment or retaliation in employment; any claim for wrongful discharge in violation of public policy, claims of promissory estoppel or detrimental reliance, defamation, intentional infliction of emotional distress; or the public policy of any state; or any federal; state or local law relating to any matter contemplated by REMPE. Upon REMPE's termination of employment with LSU, the Payee will be presented with a release and if the Payee fails to timely execute the release, the Payee agrees

to forego any payment from LSU. REMPE acknowledges that REMPE is an experienced person knowledgeable about the claims that might arise in the course of employment with LSU and knowingly agrees that the payments upon such termination provided for in this Agreement are satisfactory consideration for the release of all possible claims described in the release.

- (5) For purposes of Section 7.E, any reference to REMPE's "termination of employment" by LSU (or any form of the phrase "termination of employment") shall mean REMPE's "separation from service" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"), and Treasury Regulation Section 1.409A-1 (h).

F. Termination by REMPE. REMPE understands and agrees that she may resign or otherwise terminate her employment under this Agreement prior to the expiration of this Agreement, but only upon the following terms and conditions:

- (1) REMPE agrees to provide the Athletic Director with notice prior to engaging in any discussions and/or negotiations, directly or indirectly, for her prospective employment at any time before the expiration of this Agreement at any place other than LSU;
- (2) REMPE shall provide LSU with written notice of her termination of this Agreement; and
- (3) REMPE shall not be entitled to receive all or any part of the Base Salary, or any other compensation or benefit of any nature under this Agreement, which have not been fully earned as of the date of termination.

G. Suspension or Other Disciplinary Action. If REMPE is found to have violated any law, Governing Athletic Rules, and/or University Rules, REMPE may be subject to suspension or other disciplinary or corrective action as set forth in the NCAA enforcement provisions in addition to the actions that LSU may take in accordance with Section 7.A or other provisions of this Agreement or LSU's written policies and procedures. In lieu of termination for cause, LSU may, at its sole discretion, suspend REMPE for a period not to exceed ninety (90) days for any one or more of the acts or omissions representing grounds for termination for cause under Section 7.A of this Agreement. LSU shall give REMPE written notice of the basis for the suspension and a reasonable time period to respond to the notice. During a period of suspension under Section 7.G in lieu of termination for cause, REMPE shall not be entitled to receive any pro-rata portion of compensation, including but not limited to Base Salary.

H. Records and Information. All materials or articles of information, including, without limitation, personnel records or any other material or data, furnished to REMPE by LSU or developed by REMPE on behalf of LSU or at LSU's direction or for LSU's use or otherwise in connection with REMPE's employment hereunder are and shall

remain the sole property of LSU. Within seventy-two (72) hours of the expiration of the term of this Agreement or its earlier termination as provided herein, REMPE shall immediately cause any such materials in his possession or control, including, but not limited to, all building facility keys, courtesy vehicle keys, LSU credit cards, telephones and computers (including all other LSU issued technological devices) to be delivered back to LSU.

- I. Death or Disability. Notwithstanding any other provisions under this Agreement, this Agreement shall terminate automatically and shall be null and void upon the death of REMPE or if REMPE becomes totally or permanently disabled (as defined in Section 409A of the Internal Revenue Code) or is otherwise unable to perform duties in the essential functions of the job, with or without a reasonable accommodation. In the event of the inability of REMPE to perform the obligations described in this Agreement by reason of illness or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than one hundred and twenty (120) days, this Agreement shall terminate as a termination with cause and all future obligations between the Parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.
- J. Interference with Coaches, Athletic Staff or Athletes. In the event of termination, REMPE agrees that she will not interfere with LSU's coaches, athletic staff, and/or student-athletes or otherwise obstruct LSU's ability to transact business. If REMPE violates this provision, REMPE will not be entitled to any payments under Section 7.E herein, and will be required to return any payments made by LSU pursuant to Section 7.E that have been disbursed.
- K. Waiver of Claims. The financial consequences of termination of this Agreement are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, neither REMPE nor LSU shall be entitled to receive any objective relief not specifically provided for herein, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camp or other outside activity, or expectation income, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or REMPE of information or documents required by law. REMPE acknowledges that in the event of termination of this Agreement for cause, without cause, or otherwise, REMPE shall have no right to occupy the position of Executive Deputy Athletic Director and that her sole remedies are provided herein and shall not extend to injunctive relief. REMPE further acknowledges that she is not eligible for and agrees that she will not be considered for or granted tenure by LSU.

8. **Entire Contract.** This Agreement constitutes and expresses the entire agreement and understanding of the Parties concerning the employment of REMPE by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the Parties. There are no oral or other agreements, understandings, promises, or representations between the Parties affecting this Agreement. Both Parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of this Agreement.
9. **Amendments to Contract.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by REMPE, such approval and acceptance to be acknowledged in writing.
10. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
11. **No Waiver of Default.** No waiver by the Parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term, or condition contained herein.
12. **Assignment.** REMPE may not assign any rights or obligations that he has under this Agreement.
13. **Sovereign Immunity Not Waived.** It is expressly agreed and understood between the Parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges, and immunities as may be provided by law.
14. **Force Majeure.** In no event shall neither party be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its reasonable control, which is forthwith, by notice from the party affected brought to the attention of the other party, including but not limited to war, acts of terrorism, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, major storm, earthquake, explosion, wind, flood, any requirements of law, or act of God ("Force Majeure"). To the extent possible, each party will use reasonable efforts to minimize the duration of any Force Majeure.
15. **Notice.** Any notice provided for herein shall be in writing and shall be deemed to have been given, delivered, or served when delivered personally to the party who is to receive such notice or when mailed by U.S. registered or certified mail, postage prepaid, to such party.

Unless hereinafter changed by written notice to REMPE, any notice to LSU shall be sent to:

LSU Office of the President  
Attn: President  
3810 West Lakeshore Drive

Baton Rouge, LA 70808

With a copy to:  
LSU Office of Legal Affairs and General Counsel  
Attn: General Counsel  
3810 West Lakeshore Drive  
Suite 124  
Baton Rouge, LA 70808

Unless hereinafter changed by written notice to LSU, any notice to REMPE shall be delivered or mailed to the following address or home address on file:

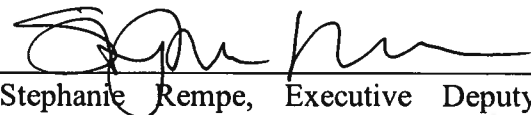
STEPHANIE REMPE  
LSU Executive Deputy Athletic Director  
LSU Athletics Administration Building  
Baton Rouge, LA 70803

16. **Governing Law and Jurisdiction.** This Agreement shall be subject to and construed in accordance with the laws of Louisiana. Any action to enforce this Agreement shall be brought in a state or federal court of competent jurisdiction located within East Baton Rouge Parish, Louisiana.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement of Employment and made it effective on the day, month and year first above written.

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

By:   
F. King Alexander, President, Louisiana  
State University System

  
Stephanie Rempe, Executive Deputy Athletic  
Director