



REVISED

LSU Board of Supervisors

Committee Meeting

3810 W. Lakeshore Drive
Baton Rouge, Louisiana 70808
Board Room

Friday, June 24, 2016

**AUDIT COMMITTEE MEETS AT 9:00AM
ALL OTHER COMMITTEES MEET AT 10:00AM**

PUBLIC COMMENT

Public Comments may be made only (1) when they relate to a matter on the agenda and (2) when individuals desiring to make public comments have registered at least one hour prior to the meeting.
For additional information see: <http://www.lsu.edu/bos/public-comments.php>

**A. ACADEMIC AND STUDENT AFFAIRS, ACHIEVEMENT AND DISTINCTION
COMMITTEE**

James W. Moore, Jr., Chairman

1. Request from LSU A&M to Establish a Bachelor of Social Work
2. Request from LSU A&M to Establish a Doctor of Design in Cultural Preservation
3. Request from LSU A&M to Approve Establish a Master of Science in Agricultural and Extension Education
4. LSU World Campus Initiative Presentation
5. **CONSENT AGENDA**
 - a. Request from LSU A&M for Continued Approval of the Horace C. Hearne Jr. Institute for Theoretical Physics
 - b. Request from LSU A&M for Full Approval of the Leadership Development Institute

- c. Request from LSU A&M to Convert Two College of Engineering Endowed Chairs to Five New Endowed Professorships
 - 1. M.F. Gautreaux/Ethyl Corporation Endowed Chair of Chemical Engineering to M.F. Gautreaux/Albemarle Foundation Professorship #1 & #2
 - 2. Roy S. Sullins Endowed Chair of Petroleum Engineering to Roy S. Sullins Endowed Professorship #1, #2 & #3
- d. Request from LSU A&M to Convert an E.J. Ourso College of Business Endowed Chair to Two New Professorships
 - 1. Alvin C. Copeland Endowed Chair of Franchising to Alvin C. Copeland Professorship of Business #1 & #2

B. FINANCE, INFRASTRUCTURE, AND CORE DEVELOPMENT COMMITTEE

Ronnie Anderson, Chairman

- 1. Approval of FY 2016 Supplemental Appropriation and FY 2017 Appropriation
- 2. Recommendation to Approve Fees Pursuant to the Authority Granted in Act 377 of the 2015 Legislative Session
- 3. **CONSENT AGENDA**
 - a. Request from LSU Health Science Center in Shreveport to Approve the FY 2017 Expenditure of Carroll W. Feist Legacy Funds for the Feist Weiller Cancer Center and to Make a Determination of Acceptable University Purposes

C. PROPERTY AND FACILITIES COMMITTEE

Rolfe McCollister, Chairman

- 1. Request from the Pennington Biomedical Research Center to Approve the Transfer of Buildings, Furnishings, Other Immovable Property and Maintenance Reser held by the Pennington Medical Foundation to the Board of Supervisors of Louisiana State University A&M
- 2. Request from the Pennington Biomedical Research Center to Approve the Transfer of All Mineral Interests held by the Pennington Medical Foundation to the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College
- 3. Request from LSU A&M to Authorize the President to Execute a Lease for Fraternity Housing with Star and Crescent Foundation of Louisiana, Inc., f/b/o the LSU Chapter of Kappa Sigma Fraternity

4. CONSENT AGENDA

- a. Recommendation to Approve Amendment to Cooperative Endeavor Agreement by and among LSU Research and Technology Foundation and Board of Supervisors of Louisiana State University and Agricultural and Mechanical College

D. ATHLETIC COMMITTEE

Blake Chatelain, Chairman

1. Carr and Associates Assessment of Collegiate Athletic Programs
2. Request from LSU A&M to Approve Amendment to the Employment Contract with Sara "DD" Breaux, Head Coach Gymnastics
3. Request from LSU A&M to Approve Amendment to the Employment Contract with David Geyer, Co-Head Coach Swimming & Diving
4. Request from LSU A&M to Approve Amendment to the Employment Contract with Douglas Shaffer, Co-Head Coach Swimming & Diving

E. RESEARCH AND ECONOMIC DEVELOPMENT COMMITTEE

Jim McCrery, Chairman

1. Discussion Relative to Act 96 of the 2016 Regular Legislative Session

F. AUDIT COMMITTEE

Stanley Jacobs, Chairman

The Audit Committee will meet at **9:00am** in the LSU University Administration Building in Conference Room 112, Baton Rouge. The Committee may go into Executive Session in accordance with the provisions of LA R.S. 42:6.1 A (4).

LSU Board of Supervisors Meeting
Friday, June 24, 2016
~1:00 PM
Following Committee Meetings

1. Call to Order and Roll Call
2. Invocation and Pledge of Allegiance
3. Approval of Minutes of Board Meeting held May 6, 2016
4. Oath of Office for New Board Members
5. Personnel Actions Requiring Board Approval
6. Reports from Staff Advisors and Faculty Advisors
7. President's Report
8. Reports to the Board
 - a. FY 2015-2016 3rd Quarter Internal Audit Summary Report
 - b. LIFTT Award Report
9. Committee Reports
10. Chairman's Report
11. Adjournment

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MINUTES

REGULAR BOARD MEETING

May 6, 2016

1. Call to Order and Roll Call

Mr. Ray Lasseigne, Chair, called to order the Regular Meeting of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College in the University Administration Building, Baton Rouge, Louisiana, on May 6, 2016 at 1:40 p.m.

The secretary called the roll.

PRESENT

Mr. Raymond J. Lasseigne
Chairman
Mr. Ronald R. Anderson
Mr. Garret "Hank" Danos
Mr. Stanley J. Jacobs
Mr. Lee Mallett
Mr. Jim McCrery
Mr. J. Stephen Perry
Ms. Clare Sanchez

Mr. Scott Ballard
Chairman-Elect
Mr. R. Blake Chatelain
Ms. Ann D. Duplessis
Mr. Jack E. Lawton, Jr.
Mr. Rolfe McCollister, Jr.
Mr. James W. Moore, Jr.
Mr. Robert "Bobby" Yarborough

ABSENT

Mr. Scott A. Angelle

Also present for the meeting were the following: Dr. F. King Alexander, President of LSU; Mr. Tom Skinner, General Counsel; LSU officers and administrators from their respective campuses; faculty representatives; interested citizens and representatives of the news media.

Public Comments

There were two (2) comments registered to address the Board regarding faculty and staff raises for LSU Alexandria. Dr. Susan Sullivan, President of Faculty Senate and Professor of Biology at LSU Alexandria; and Dr. Christof F. Stumpf, incoming President LSU Alexandria Faculty Senate addressed the Board.

2. Invocation and Pledge of Allegiance

Chairman Lasseigne recognized Dr. Daniel Howard, Chancellor of LSU Alexandria. Dr. Howard introduced faculty member, Dr. Haywood Joiner, Chair Department of Allied Health and Interim Chair Department of Business Administration who introduced LSU Alexandria students addressing the Board.

Mr. Joshua D. Williams gave the Invocation. Ms. Autumn Mitchell led the Pledge of Allegiance.

Faculty member, Dr. Haywood Joiner, Jr., spoke on his commitment to LSU Alexandria and his active involvement in community service activities and professional activities in the Alexandria community. In addition to his commitments, he stated he is a tenured full professor and carries a teaching load of 12 semester hours.

3. Approval of the Minutes of the Board Meeting held on March 18, 2016

Upon motion of Mr. Yarborough, seconded by Mr. Ballard, the Board voted unanimously to approve the Minutes of the Regular Board Meeting held on March 18, 2016.

4. Reports from Staff Advisors and Faculty Advisors

Dr. Susan Sullivan, LSU Alexandria President of Faculty Senate, gave an informational report on behalf of the Council of Faculty Advisors.

The Council of Staff Advisors did not report.

5. President's Report

Dr. F. King Alexander, President of LSU recognized:

Dr. Larry Clark, Chancellor LSU Shreveport;

Ms. Chauncey Stephens, Awarded Prestigious Truman Scholarship, LSU A&M;

Mr. Stewart Humble, Finalist for Prestigious Rhodes Scholarship, LSU A&M, LSUHSC-New Orleans;

Dr. Larry Hollier, Chancellor LSU Health Sciences Center New Orleans;

Dr. Richard Koubek, Executive Vice President of Academic Affairs and Provost;

Dr. G. E. Ghali, Interim Chancellor LSU Health Sciences Center Shreveport;

Dr. Dan Howard, Chancellor LSU Alexandria;

Mr. Dennis Henderson, LSU-S, Student Government President;

Ms. Allyssa Baumeister, LSU-S Student Government Vice President;

Ms. Betina Smith, LSU-S Student Government Secretary;

Mr. Zachary Faircloth, LSU A&M Student Government President;

Each provided recent activities, awards and contributions regarding respective campuses.

Dr. Alexander gave a special recognition to Dr. Gabriela González, Professor LSU Physics and Astronomy; and Dr. Joseph Giaime, LSU Professor Physics and Astronomy, and Observatory Head of LIGO Livingston. Dr. González and Dr. Giaime work at the LIGO Station and are responsible for the internationally acclaimed discovery of the gravitation wave. This scientific achievement has received national attention of the entire world.

Mr. Lasseigne read a resolution recognizing the LSU LIGO Scientific Collaboration.

THEREFORE, BE IT RESOLVED that the LSU Board of Supervisors recognizes and commends the LSU LIGO Scientific Collaboration team for their accomplishments in advancing the theory of relativity and for their continued leadership in research and discovery in the field of physics and astronomy.

BE IT FURTHER RESOLVED that a copy of this resolution be presented to the LIGO Collaboration team as an expression of gratitude and that this resolution be entered into the permanent record of the LSU Board of Supervisors.

Dr. Alexander recognized and thanked four board members, Hank Danos, Ray Lasseigne, Jack Lawton and Stephen Perry for their contributions and service to the Board. Their terms are expiring June 1, 2016.

6. Reports to the Board

- a. FY 2015-2016 3rd Quarter Consolidated Investment Report
- b. FY 2015-2016 3rd Quarter Consolidated Report on Personnel Actions Not Requiring Board Approval

Upon motion by Mr. Ballard, seconded by Mr. Yarborough, the Board voted unanimously to accept these reports.

7. Committee Reports

A motion was made by Mr. Yarborough, seconded by Mr. Ballard, to approve the Committee resolutions that were unanimously approved by the Committees. The Board voted unanimously to approve all Committee resolutions.

7A. Academic and Student Affairs, Achievement and Distinction Committee

Mr. Moore, Chairman of the Academic and Student Affairs, Achievement and Distinction Committee, reported that the Committee received three (3) requests for Board approval and two (2) consent agenda items. It is the recommendation of the Committee that the requests receive Board approval.

7A1. Request from LSU A&M to Approve Establishment of the Honors Promise Transfer Scholarship

Upon motion of Ms. Duplessis, seconded by Mr. Chatelain, the Committee voted unanimously to approve the following resolution:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby approves the request to establish the Honors Promise Transfer Scholarship at LSU A&M.

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 complete the establishment of the above named scholarship.

7A2. Request from LSU Shreveport to Approve the Establishment of an Active Duty Military Family Scholarship Program

Upon motion of Mr. Lawton, seconded by Mr. Anderson, the Committee voted unanimously to approve the following resolution:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request from LSU Shreveport to establish the Active Duty Military Family Scholarship program.

7A3. Request from LSU Shreveport to Approve the Establishment of an International Student Scholarship Program

Mr. Moore announced this request is being deferred.

7A4. Consent Agenda

- a. Recommendation to Approve Degrees to be Conferred at the 2016 Spring Commencement Exercises
- b. Recommendation to Approve Degrees to be Conferred at the 2016 Summer Commencement Exercises

Mr. Moore offered the following recommendation to approve the Consent Agenda item as submitted.

Upon motion of Mr. Chatelain, seconded by Mr. Anderson, the Committee voted unanimously to approve the Consent resolutions.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University does hereby approve the degrees to be conferred on candidates meeting degree requirements for graduation from the campuses of the University at 2016 spring commencement exercises (May 9, 12, 13, 15, 19, 20, 27, 28).

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University does hereby approve the degrees to be conferred on candidates meeting degree requirements for graduation from the campuses of the University at 2016 summer commencement exercises (August 5, 8, 9, 10, 13, 24).

7B. Finance, Infrastructure, and Core Development Committee

Mr. Anderson, Chairman of the Finance, Infrastructure, and Core Development Committee, reported that the Committee received two (2) recommendations for Board approval and one (1) presentation. It is the recommendation of the Committee that the recommendations receive Board approval.

7B1. Recommendation to Amend the Bylaws and Regulations of the Louisiana State University and Agricultural and Mechanical College Board of Supervisors

Ms. Duplessis questioned how the amount of a 20% threshold was arrived at for authorizing the President to make decisions based on consultation with the leadership. She also expressed concern to make sure and keep the process honest and transparent. Also, the full board should be notified of any significant changes in a written report.

Mr. Martin noted the threshold followed state guidelines set up by State Facility Planning and Control for major capital projects. Mr. Lombardo said notifications go before the executive group.

Mr. Jacobs wanted to know how the threshold compared with the UL System. Mr. Martin said the UL System was different from ours and he did not have that comparison.

Mr. Chatelain appreciated the direction the board was going in and it would help streamline the process. He stated it was critical that delegating and documenting the processes are built in to oversee and keep things transparent. Mr. Chatelain passed out to Board members a list of summary reports that are being added into the bylaws as a result of proposed changes and reports that are already required to be submitted (copy on file in the office of the Board of Supervisors).

Mr. McCollister asked if all the foundations' reports were included in the reporting. These reports include foundation activities, successes, goals and results each year. Mr. Martin said if you currently get that report then you would continue or you can build more reports into the list at any time. He stated these reports today addressed items the Board is being asked to delegate additional authority so that the board members are able to keep the continued institutional oversight.

Mr. Chatelain stated the Board should have a policy that has a comprehensive check list of all reports and that the Board would benefit by reviewing periodically.

Mr. Jacobs voiced his concern that something could slip through, and not be approved by the Board. Mr. Martin said the President would keep the Board informed.

Upon motion of Mr. Yarborough, seconded by Mr. Chatelain, the Committee voted unanimously to approve the amended Bylaws.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby amend the Bylaws and Regulations of the Board as provided in Attachment I, effective immediately.

The copy of Attachment 1 is on file in the office of the LSU Board of Supervisors of Louisiana State University.

7B2. Recommendation to Authorize an Exemption to Cover the FY 2016 Taylor Opportunity Programs for Students (TOPS) Funding Shortfall Absorbed by LSU Campuses

Upon motion of Ms. Duplessis, seconded by Mr. Yarborough, the Committee voted unanimously to approve the following resolution:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby authorize F. King Alexander, President of LSU, or his designee, to authorize an exemption for FY 2016 to address the Spring 2016 TOPS shortfall identified by the Louisiana Office of Student Financial Assistance (LOSFA).

BE IT FURTHER RESOLVED that F. King Alexander, 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 State University and Agricultural and Mechanical College to implement an exemption for all affected University campuses to address the Spring 2016 TOPS shortfall and to make any additional adjustments as necessary to reflect the final actual shortfall identified by LOSFA.

7B3. LSU First Health Plan Update

Mr. A. G. Monaco, Associate Vice President of Human Resource Management gave a presentation on LSU First Health Plan Update.

7C. Property and Facilities Committee

Mr. McCollister, Chairman of the Property and Facilities Committee, reported that the Committee received two (2) requests for Board approval and two (2) consent agenda items. It is the recommendation of the Committee that the requests receive Board approval.

7C1. Request from LSU A&M for Final Approval to Complete the First Phase of the Nicholson Gateway Development Project

Mr. Stephen Moret, CEO LSU Foundation gave a presentation on LSU Nicholson Gateway Development. Mr. Moret introduced Mr. Greg Blais, President, Rise Real Estate Company who was hired to serve as the master developer of the project for student housing and other auxiliary facilities. Mr. Blais is working closely with LSU and gave his overview of this ongoing project.

Upon motion of Mr. Ballard, seconded by Mr. Jacobs, the Committee voted unanimously to approve the following resolution:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize Dr. F. King Alexander, President of LSU, or his designee, acting on behalf and in the name of the Board, and in consultation with general counsel, to execute and deliver a Ground Lease and Cooperative Endeavor Agreement with the LSU Property Foundation or any of its subsidiaries specifically including, but not limited to, Nicholson Gateway Project, LLC, to provide for the development of the Nicholson Gateway Project and related other housing projects, with all such agreements and documents, as well as any subsequent amendments thereto, to contain the terms and conditions, including prices, that the President deems to be in the best interest of LSU;

BE IT FURTHER RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize Dr. F. King Alexander, President of LSU, or his designee, acting on behalf and in the name of the Board, and in consultation with general counsel, to execute a Facilities Lease and any related Facilities Operation and Maintenance Agreement with Provident Group - Flagship, an independent non-profit, tax exempt entity, to lease, maintain, and operate any and all facilities developed pursuant to the Ground Lease and Cooperative Endeavor Agreement with the LSU Property Foundation or its subsidiary Nicholson Gateway Project, LLC, with all such agreements and documents as well as any subsequent amendments thereto, to contain the terms and conditions, including prices, that the President deems to be in the best interest of LSU;

BE IT FURTHER RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby acknowledge that the schematic designs for the Nicholson Gateway Project are in general compliance with the Campus Design Guidelines and hereby delegates the approval of the detailed plans and specifications to the University Architect or his designee;

BE IT FURTHER RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby repeal its resolution of December 12, 2014 which authorized the President to execute a lease with the Tiger Athletic Foundation to provide for the construction of an LSU Athletics Nutrition Center to be located at the corner of Skip Bertman Drive and the railroad tracks;

BE IT FURTHER RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby acknowledge that the Nicholson Gateway Project will constitute "Auxiliary Facilities" as defined in the General Bond Resolution adopted by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College on June 17, 1994, as supplemented and amended from time to time (the "General Bond Resolution"), and does hereby designate the Nicholson Gateway Project as Auxiliary Facilities and the revenues derived by LSU therefrom as "Auxiliary Revenues" as defined in the General Bond Resolution;

BE IT FURTHER RESOLVED that the payment obligations of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College under the Facilities Lease shall be expressly subordinate to the payment of debt service on the Bonds (as defined in the General Bond Resolution heretofore or hereafter issued pursuant to the General Bond Resolution);

BE IT FURTHER RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby find an acceptable university purpose, pursuant to the terms of the Uniform Affiliation Agreement between the Board and the LSU Foundation, for the LSU Property Foundation and any of its subsidiaries, including, but not limited to, Nicholson Gateway Project LLC, to execute and deliver the Ground Lease and Cooperative Endeavor Agreement with LSU, a Ground Sublease with Provident Group - Flagship, a Memorandum of Understanding or other agreement with RJSE: A Real Estate Company to serve as Master Developer of the Nicholson Gateway Project and the Replacement Housing Project, and any and all other agreements reasonably connected with or required for the development of the Nicholson Gateway Project and related other housing developments, with the final terms and conditions of all such agreements subject to the approval of Dr. F. King Alexander, President of LSU or his designee; and

BE IT FURTHER RESOLVED that prior to final agreement execution, Dr. F. King Alexander, President of LSU, will notify the Board Chair, Chair-Elect, Immediate Past Chair, and the chair of the appropriate Board Committee of the final terms of all agreements authorized by this Resolution.

7C2. Request from LSU A&M for the Construction for Classroom Expansion & Renovation in the School of Veterinary Medicine under the Provisions of Act 959

Upon motion of Mr. Lawton, seconded by Ms. Duplessis, the Committee voted unanimously to approve the following resolution:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize F. King Alexander, 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:

LSU School of Veterinary Medicine Classroom Renovation and Expansion. Estimated total project cost is \$3,000,000.

BE IT FURTHER RESOLVED, that said F. King Alexander, 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 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 said F. King Alexander, 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 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.

7C3. Consent Agenda

- a. Request from LSU Agricultural Center for a Lease of Property for Solar Farm Development Southeast Research Station, Washington Parish Franklinton, Louisiana
- b. Request from LSU Agricultural Center for a Right of Way and Servitude Agreement Sweet Potato Research Station, Franklin Parish Chase, Louisiana

Mr. McCollister offered the following recommendation to approve the Consent Agenda item as submitted.

Upon motion of Ms. Duplessis, seconded by Mr. Lawton, the Committee voted unanimously to approve the Consent resolutions.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize F. King Alexander, President of LSU, to execute lease agreement(s) with highest responsive and responsible proposer for the purpose of developing a Solar Farm, development of University Purpose Enhancement Programs and generating revenue for the LSU AgCenter to be utilized to address budget shortfalls and/or supplement other priority programs.

BE IT FURTHER RESOLVED that F. King Alexander, President of LSU, or his designee, be 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 lease any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize F. King Alexander, President of LSU, to execute the Right of Way and Servitude Agreement with MIDLA, LLC.

BE IT FURTHER RESOLVED that F. King Alexander, President of LSU, or his designee, be 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 Right of Way and Servitude Agreement any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors.

7D. Audit Committee

The Audit Committee met at 9:00 a.m. in the LSU University Administration Building in Conference Room 112, Baton Rouge. Mr. Stanley Jacobs, Chairman of the Audit Committee, reported the Committee received one (1) presentation.

7D1. Presentation of FY 2016 3rd Quarter Audit Summary

The FY 2016 3rd Quarter Audit Summary was presented to the Audit Committee.

A copy of the Presentation FY 2016 3rd Quarter Audit Summary is one file in the Office of the LSU Board of Supervisors of Louisiana State University.

8. Proposal to consider increasing the term of the Board officers from one to two years

Mr. Chatelain noted that there were pros and cons to making changes. He felt that everything was working well and suggested no changes and leave the officer terms at the one year period.

Upon motion of Mr. Chatelain, seconded by Mr. Moore, the Board voted unanimously to approve not increasing the term of Board officers to two years.

9. Recommendation to approve the 2016-2017 Board of Supervisors Meeting Schedule

Upon motion of Mr. Yarborough, seconded by Mr. Anderson, the Board voted unanimously to approve the Proposed 2016-2017 LSU Board of Supervisors Meeting Schedule.

A copy of the Proposed 2016-2017 LSU Board of Supervisors Meeting Schedule is on file in the Office of the LSU Board of Supervisors of Louisiana State University.

10. Chairman's Report

Chairman Lasseigne recognized Ms. Clare Sanchez, 2015-2016 Student Board Member, from the Paul Hebert Law Center, for her academic accomplishments and thanked her for service on this Board.

Upon motion of Mr. Ballard, seconded by Mr. Yarborough, the Board voted unanimously to approve the resolution.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College commends Ms. Clare Sanchez for her service on this Board and wishes her great success in her future endeavors.

BE IT FURTHER RESOLVED that a copy of this resolution be presented to Ms. Sanchez as an expression of gratitude and that this resolution be entered into the permanent record of the Board of Supervisors.

The Chairman announced the next Board of Supervisors meeting will be held in Baton Rouge on June 24, 2016.

11. Adjournment

Chairman Lasseigne asked for a motion to adjourn with no further business before the Board.

Upon motion by Ms. Duplessis, seconded by Mr. Ballard, the meeting was adjourned.

Kay Miller
Administrative Secretary
LSU Board of Supervisors

Personnel Actions Requiring Board Approval
per PM 69

June 24, 2016

Personnel Actions Requiring Board Approval per PM69
June 24, 2016

Coaching Appointments

LSU A&M

<u>Name</u>	<u>Title</u>	<u>Term Proposed</u>	<u>Total Certain Compensation Proposed</u>
Robert Kirby	Assistant Men's Basketball Coach	6/30/2019	\$350,000

Notes:

1. Coaching compensation is paid by revenues generated by the Athletic Department. No state general fund or tuition dollars are used.
2. Coaching Contracts contained in this report include those coaches other than Head Coach with a total certain compensation between \$250,000 and \$1,000,000. Head Coach contracts are presently separately as Board resolutions under the Athletics Committee Agenda.

Quarterly Audit Summary

Fiscal Year 2016, 3rd Quarter

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Quarterly Audit Summary

Fiscal Year 2016, 3^d Quarter

Louisiana State University and A&M College

Related Bank Accounts

Audit Initiation:

This review originated as a scheduled audit from the FY 2016 Board approved audit plan.

Audit Scope and Objectives:

The scope of the audit included LSU Baton Rouge paid campuses for the period July 1, 2014 to September 30, 2015; this encompassed the Agricultural Center, LSU A&M, LSU Alexandria, LSU Eunice, Paul M. Hebert Law Center, and Pennington Biomedical Research Center.

The objective of this audit was to determine whether effective controls were in place for the establishment of external bank accounts in the university's name and/or using its tax identification number.

Audit Findings:

Results of testing indicated weaknesses in the process to approve and monitor the establishment of outside accounts by affiliated organizations. Specifically, the lack of a formal policy and proper monitoring controls to mitigate the risks related to creating bank accounts using LSU's name and/or tax identification number. We had the following recommendations for management:

- Campus Life should update its guidance to student organizations and should develop appropriate monitoring controls.
- Management should create a policy or amend an existing policy to provide clear guidance regarding the circumstances under which affiliated organizations are authorized to use the university's name and tax identification number in the opening and maintaining of external bank accounts.

Quarterly Audit Summary

Fiscal Year 2016, 3^d Quarter

- Accounting Services should review the list of bank accounts identified as using the university tax identification number and take appropriate action to ensure that any accounts for which the university does not maintain ownership are closed. Accounting Services should also periodically poll local banks to determine if any new accounts have been opened using the university's tax identification number.

Management's Response and Corrective Action Plan:

Management concurred with our recommendations and is in the process of implementing corrective action plans which will be fully completed by June 2017.

Academic Eligibility of Student Athletes

Audit Initiation:

This review originated as a scheduled audit from the FY 2016 Board approved audit plan.

Audit Scope and Objectives:

The scope of this audit included admissions and eligibility-related activities in the Athletics Compliance and Enrollment Management Offices primarily for the 2014-15 competition season at the LSU A&M campus. Most tests focused on "revenue sports" (men's basketball, baseball, football, and women's basketball) since the risk-level was higher in that area.

The objectives of this audit included reviewing controls in place to address the following:

- Courses were appropriately established to ensure academic integrity
- The institution adhered to the self-imposed 30% student athlete enrollment policy
- Student athletes were eligible to participate in competition or limited to practice only
- Credentials such as transcripts and test scores were verified for incoming student athletes

Quarterly Audit Summary

Fiscal Year 2016, 3^d Quarter

- Incoming student athletes received final determination from the NCAA and met the institution's admission standards or were included in the 4% Board of Regents exception
- Transfer student athletes completed an academic year-in-residence prior to competing unless a waiver or exception was granted

Audit Findings:

Results of testing identified opportunities to strengthen the controls intended to ensure the academic integrity of courses and eligibility of student athletes. We had the following recommendations for management:

- Re-evaluate the 30% student athlete enrollment guideline to ensure the process addresses the appropriate risks and ensures sufficient oversight.
- Implement a process to confirm that the correct seasons of competition and level of participation are recorded for transfer student athletes.

Management's Response and Corrective Action Plan:

Management concurred with our recommendations.

Management Letter (Louisiana Legislative Auditor)

Audit Initiation:

This external audit was conducted by the Louisiana Legislative Auditor's Office.

Audit Scope and Objectives:

The Louisiana Legislative Auditor's (LLA) Office conducted procedures at Louisiana State University and related campuses as part of the Louisiana State University System's financial statement audit for the year ended June 30, 2015.

Quarterly Audit Summary

Fiscal Year 2016, 3^d Quarter

Audit Findings:

- Misappropriation of assets in the LSU College of Music and Dramatic Arts
- Improper payments to student employees based on falsified payroll records
- Non-compliance with LSU's Credit Card Merchant Policy
- Misappropriation of assets at LSUE
- Non-compliance with federal equipment management regulations at the Ag Center
- Non-compliance with sub-recipient monitoring requirements (Ag Center and PBRC)
- Weaknesses in controls over federal cash management requirements at PBRC

Management's Response and Corrective Action Plan:

Management provided responses that included corrective actions to be taken to address each of the findings.

Athletics Agreed Upon Procedures (Louisiana Legislative Auditor)

Audit Initiation:

This external audit was conducted by the Louisiana Legislative Auditor's Office.

Audit Scope and Objectives:

The Louisiana Legislative Auditor's (LLA) Office conducted agreed upon procedures in the areas of internal control, revenue and expense reporting, notes and disclosures, and affiliated and outside organizations. These procedures were intended to assist with management's evaluation of the effectiveness of the LSU Athletic Department's internal control over financial reporting.

Audit Findings:

There were no significant audit findings.

Quarterly Audit Summary

Fiscal Year 2016, 3^d Quarter

Management's Response and Corrective Action Plan:

A management response was not required.

Louisiana State University Health Sciences Center New Orleans

Financial Aid

Audit Initiation:

Internal Audit completed an audit on Financial Aid at LSU Health Sciences Center New Orleans (HSC-NO) from the Board-approved Fiscal Year 2016 Audit Plan.

Audit Scope and Objectives:

Our main objective was to determine whether internal controls exist to ensure financial aid is awarded based on federal, state, and university policies.

Audit Findings:

Our test results indicated two weaknesses within the internal control structure of the financial aid award process. First, uniform university scholarship policies and procedures have not been established. Second, routine reconciliations of federal Pell grant funds and accounting records are not performed on a monthly basis. As a result, we made the following recommendations for HSC-NO leadership:

- The university should establish a uniform university scholarship policy including but not limited to requirements for retaining eligibility documentation by the scholarship committee, a member of the Financial Aid Office participates on each school's scholarship committee, and scholarship awards are monitored to ensure available funds are expended according to the designated scholarship criteria.

Quarterly Audit Summary

Fiscal Year 2016, 3^d Quarter

- The Accounting Office should develop a process to coordinate reconciliation efforts on a monthly basis for the federal Pell grant funds to ensure that all systems are reconciled and any discrepancies are reviewed and corrected.

Management's Response and Corrective Action Plan:

Management concurred with our recommendations and is in the process of implementing corrective action plans which will be implemented by June 30, 2016.

Additional Compensation

Audit Initiation:

This audit was initiated to determine the status of management's corrective action plan in response to the LSUHSC-NO Office of Compliance Programs (OCP) limited review of additional compensation personnel action forms from November 1, 2014 to December 31, 2015.

Audit Scope and Objectives:

The scope of our work included additional compensation that was paid to employees during the period from January 1, 2012 to September 30, 2015. The objective was to determine whether additional compensation received by employees was properly documented, justified, and authorized by the appropriate parties in a timely manner.

Audit Findings:

The employee files reviewed did not contain consistent documentation, approvals, or justifications for additional compensation payments. The findings noted were consistent with the findings reported by Office of Compliance Programs. Progress has been made on the implementation of corrective actions; however, the review of all additional

Quarterly Audit Summary

Fiscal Year 2016, 3^d Quarter

compensation personnel files may take at least 18 months to complete.

Management's Response and Corrective Action Plan:

The status of the management's corrective actions to address OCP's report were updated. No additional response is required.

Compliance Review (Louisiana Department of State Civil Service)

Audit Initiation:

On December 8, 2015, the Louisiana Department of State Civil Service (Civil Service) conducted a Drop-In Review of personnel transactions.

Audit Scope and Objectives:

Records were reviewed for compliance with Civil Service Rules and completeness of required documentation. The reviewed nine appointments, three promotions, one reallocation, and two optional pay adjustments.

Audit Findings:

Civil Service identified violations related to rules and documentation.

Management's Response and Corrective Action Plan:

Management is taking the necessary corrective action related to the violations cited.

LIFT²

The fourth round of LIFT² grant award winners has just been announced with 14 awards presented for a total of \$ 525,646.70. To date \$ 2,097,489.89 has been provided across the five research campuses to 58 recipients. Possibly more impressive is that the number of disclosures has increased by 40% and there has been a 58% increase in new patent filings since the LIFT² Grant Awards Program has been implemented.

Round	Number of Winners	Amount Awarded
1	15	\$ 515,597.55
2	14	\$ 523,705.03
3	15	\$ 532,540.61
4	14	\$ 525,646.70
Total to date:	58	\$ 2,097,489.89

Round 4 Awards, June, 2016:

Principal Investigator	Campus	Project Title	Project Amount
Cristinal Sabilov & Carlos Astete	AG	Polymeric nanoparticle system for cataract treatment	\$ 43,000.00
Witoon Prinyawiwatkul	AG	Antimicrobial Properties of High Molecular Weight Water Soluble Chitosan Products	\$ 33,532.00
Qinglin Wu	AG	Sustainable Composte In-Fill materials for Artificial Turf	\$ 35,000.00
Michael Vincent & John Pojman	AG	Biopolymers for Marine Application Derived from Sugarcane Byproducts	\$ 26,819.00
Timothy Foster	HSCNO	Development and evaluation of an FDA-IND approved biological as a therapeutic against viral- and inflammation-mediated dermal diseases	\$ 50,000.00
Suresh Alahari	HSCNO	A potential inhibitor of breast cancer	\$ 50,000.00
Fern Tsien & Marth Cuccia	HSCNO	Expanded Dissemination of K-12 Science Educational Videos	\$ 35,000.00
Stephanie Pierce	HSCNO	Cornerstone of Cultural Competency during Disaster Cycle Program	\$ 24,960.00
Edward Gabczyk	HSCNO	A treatment for Huntington's disease and other repeat expansion disorders	\$ 33,946.00
Karen Stokes	HSCS	The Use of N-Acetylcysteine to Protect Against Stroke in Type 2 Diabetes	\$ 50,000.00
Arash Taleghani & Guoqiang Li	LSU	Smart Loss Circulation Materials	\$ 28,996.00
Shafiqul Chowdhury	LSU	A superior DIVA vaccine against bovine herpesvirus type 1	\$ 49,980.00
Fabrizio Donnarumma	LSU	Infrared Laser Ablation Capture for Forensic Evidence Collection	\$ 41,250.00
Richard Rogers & Jason Collier	PBRC	Assay for Evaluation of Diabetes Therapeutics	\$ 23,163.70



Request from LSU A&M to Establish a Bachelor of Social Work

To: Members of the Board of Supervisors

Date: June 24, 2016

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a Significant Board Matter.

A.1. 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.

1. Summary of Matter

LSU A&M is requesting approval to establish a Bachelor of Social Work (BSW) within the College of Human Sciences and Education's School of Social Work in line with the existing Master's and PhD programs. This degree will be research-intensive unlike any other BSW programs that exist in the state. It will enhance students' abilities to understand existing research, conduct original research, and communicate research findings both verbally and in writing. The proposed program is designed to be consistent with the expectations of a Highest Research Activity Carnegie classified university, as well as the aims of LSU Flagship 2020, which focuses on the goals of learning, discovery, diversity, and engagement. Therefore, the BSW courses have a heavier focus on research than similar programs in Louisiana and will be taught by some of the same faculty that teach in the state's only public Social Work PhD program.

Need

Many state comparison statistics show that Louisiana faces greater social challenges than other states. Louisiana has higher poverty rates, levels of high school dropouts, youths living in residential placement facilities, and adult incarceration rates than national averages. Louisiana's incarceration rate was 115% higher than the national average in 2013. In addition, the senior population in Louisiana is set to increase to 17.6% by 2030. Social workers possess the skills required to help the state address these issues.

Labor market demands also indicate a need for more social workers in the state and nationally. The Louisiana Workforce Commission (2014) rates several social work professions at the highest level. These include child, family, and school social workers; health care social workers; mental health and substance abuse workers; and eligibility interviewers. The 2012-2022 job outlook shows these jobs increasing 19% faster than the average (U.S. Bureau of Labor Statistics, 2014). The schools that offer BSW programs in Louisiana graduated 191 graduates in 2013. However, these programs are still not meeting the needs of employers in Louisiana. There is an absence of licensed bachelor's level social workers in a large number of zip codes throughout the state.

A research-intensive bachelors program in social work will provide undergraduate students with research knowledge that will be transmitted immediately into local communities throughout the

state during the field internship component of the program. Furthermore, engaging undergraduates in socially relevant research will also expand knowledge development and advance faculty research agendas, which will further benefit vulnerable populations in Louisiana and beyond. LSU's BSW program will also insure that research innovations are diffused throughout the state by graduates with knowledge of current evidence-based practices and skills to ask and answer relevant research questions while working in the field.

Program Description

The primary purpose of the proposed BSW is to prepare generalist social work practitioners for employment in a wide variety of social service settings. These settings encompass all the social institutions that are designed to improve the well-being of vulnerable people, such as child welfare and child protective services, hospitals, homeless centers, the criminal justice system, emergency mental health services, domestic violence shelters, and senior services. A baccalaureate education in social work provides training that emphasizes the development of social work case management skills, which include service skills that span social systems, directing supportive counseling with individuals and families, expert knowledge of community resources for referral and support, and community-level organizational activities focused on creating more efficient and client-centered services.

The BSW is also designed for students who plan to go on to graduate studies in social work. Outstanding BSW students may receive the equivalent of one year academic credit in LSU's MSW program, cutting their time to completion in half.

The School of Social Work has developed eleven new courses for this degree program that are based heavily on undergraduate research. These new courses have all been approved by the appropriate channels throughout the university. The proposed program has no concentrations; however, students must follow a uniquely designed path that requires nine credit hours of analytical reasoning as this is essential for research consumption and production, twelve credit hours in social sciences from four different disciplines (economics, political science, psychology, and sociology) so that students can understand foundational theoretical and empirical work, and nine credit hours of English composition coursework to improve written communications skills, as well as an additional communication intensive course. The program also includes the required Council on Social Work Education (CSWE) courses as well as a research methods course for students to undertake original research, a field internship to integrate knowledge learned in the classroom into the real world, and a field seminar for culminating their internship experience and the best practices found throughout the academic literature. Students will also be encouraged to complete an additional undergraduate thesis and engage in faculty research projects.

Students

According to surveys of current LSU undergraduates, there are between 86 and 100 students who would prefer to earn a degree in social work instead of their current major. In addition, Social Work faculty have met with Baton Rouge Community College staff to discuss plans for a seamless transition from the Associates of Arts degree-Social Sciences to the BSW program at LSU. The School of Social Work will also use its extensive connections with social service agencies throughout the state to recruit new students from the pool of current workers in need of higher levels of education.

In addition to current LSU students in other majors, the proposed program would attract different students than other universities within Louisiana, including students from other states and countries. The program will also recruit highly motivated high school students who want to study at a large research university where they can engage in research at the undergraduate level.

The program goal is 50 graduates per year, which the school anticipates it will reach by year 4.

	Year 1	Year 2	Year 3	Year 4	Year 5
Junior Enrollment	25	25	50	50	75
Senior Enrollment		25	25	50	50
Total Enrollment	25	50	75	100	125
GRADUATES		25	25	50	50

2. Review of Business Plan

The Bachelor of Social Work (BSW) will be administered by the College of Human Sciences and Education’s School of Social Work. As LSU offers existing MSW and PhD programs in Social Work, facilities and library holdings are sufficient for this program.

Additional faculty with annual salaries of \$65,000 each will be added in Year 4 and 5 as enrollment in the program experiences anticipated growth. Temporary, part-time, adjunct instructors will be hired to provide instructional support in Years 3-5 as enrollment is expected to grow. A graduate assistant will be added (.5 FTE) in Year 4 and another one in Year 5 to provide additional instructional support.

The Council of Social Work Education (CSWE) accreditation will be sought at an anticipated cost of \$10,000 with annual membership fees of \$3,000 per year. The school will allocate \$5,000 of existing marketing funds for the first year of the program to announce the launch of the program and market its availability to prospective students with \$1,000 allocated every year after. Additional revenues to the university from tuition and fees are expected to far exceed new costs created by the program.

Year	Total Operating Expenses	Annual Tuition & Fees	BSW Program Net Revenue
1	\$99,442	\$220,000	\$120,558
2	\$139,284	\$440,000	\$180,158
3	\$133,696	\$660,000	\$526,304
4	\$198,138	\$880,000	\$681,862
5	\$257,580	\$1,100,000	\$842,420
Total	\$828,150	\$3,300,000	\$2,471,850

3. Review of Documents Related to Referenced Matter

A complete Board of Regents Request for Authority to Offer a New Degree Program form and budget are on file with the LSU Office of Academic Affairs

4. Compliance with Article VII, Section 9, Paragraph C.11 of the Bylaws of Louisiana State University Board of Supervisors

Appropriate certification has been provided by the campus, and this executive report includes all applicable information required by the Bylaws.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request from LSU A&M to establish a Bachelor of Social Work, subject to approval by the Louisiana Board of Regents.



Request from LSU A&M to Establish the Doctor of Design in Cultural Preservation

To: Members of the Board of Supervisors

Date: June 24, 2016

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

A.1. 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.

1. Summary of Matter

LSU A&M is requesting approval to establish a Doctor of Design (DDes) in Cultural Preservation in the College of Art & Design. This advanced degree will be the first doctoral level degree in the college. The program will utilize the many existing resources available at LSU to offer a degree that responds to emerging opportunities in both professional and academic communities. The DDes will cultivate emerging interdisciplinary approaches to the growth and preservation of cultural resources throughout Louisiana, the nation, and beyond. The program also addresses the growing demand in Louisiana and the Gulf South region for advanced work in the increasingly interrelated areas of physical design, environmental policy, fabrication and production, and cultural preservation. Educational directions such as these interdisciplinary endeavors correspond with all strategies identified in the four goals articulated in LSU's *2020 Flagship Agenda*: Discovery; Learning; Diversity; and Engagement. Ultimately, this program will generate new knowledge from multi-disciplinary approaches to professional education in the design arts and material culture; identify and document traditions and expand boundaries of material knowledge, thereby facilitating the preservation of human cultural heritage; disseminate new knowledge to academic and professional communities; and facilitate new applications of research and technology to cultural components of the built environment.

Program Description

The proposed DDes has two objectives: 1) to serve professionals-in-practice for whom additional academic exposure and research-based study is a desirable professional credential; and 2) to prepare design professionals who aspire to move into academic careers in the arts and professional disciplines.

This interdisciplinary program will include four specialization areas: History and Theory of Material Culture; Environmental Policy; Fabricative Materials and Technology; and Museum Studies. Each of these specializations is based on the expertise of currently existing College of Art & Design PhD-holding faculty. Interdisciplinary collaboration among faculty will extend within the College of Art & Design and across the many colleges of the university. The program will consist of 60 graduate hours (6 semesters of study), of which 45 hours are course offerings

specific to this curriculum, and within these 45 hours, 24 hours are devoted to individual, supervised research. Electives occupy 9 hours, and an internship is 6 hours.

Need

For over a decade, the state of Louisiana, through elected officials and economic development initiatives, has placed an emphasis on quantifying the economic benefits of Louisiana's "cultural economy". Findings from recent studies indicate steady increases in jobs and positive economic impacts from the cultural economy sectors on the state's economy. While total jobs in Louisiana increased by 5.7% between 2007 and 2013, jobs in the state's cultural industries increased by 15.7%. Additionally, Louisiana's cultural industries produced \$19.7 billion in annual revenues, representing 7.7% of all Louisiana revenue. However, advanced education training in these areas is not currently provided by any existing programs in Louisiana. At present, advanced research and writing on cultural issues in Louisiana are defined by studies in geography, anthropology, English, or history, with little focus on the built environment and even less attention given to overlaps of these subject areas with the professional scopes of architecture, landscape architecture, art history, and material studies. In light of the fact that Louisiana's Department of Culture, Recreation, and Tourism identifies cultural resources as an aspect of economic development, the proposed program will highlight the ways in which the study, preservation, and enhancement of cultural initiatives benefit from the use of the research resources at LSU.

There are no advanced degree (doctoral-level) programs in cultural preservation at any of Louisiana's colleges and universities; yet Louisiana has one of America's largest inventories of significant historic buildings and cultural landscapes. Inasmuch as the Master's degree has traditionally served as the terminal degree for the arts, academic job searches and tenure review in American design schools specify "terminal degree or PhD in related discipline" as an academic requirement, and job searches for entry-level faculty (in the College of Art & Design as well as nationally) routinely attract candidates with the PhD or DDes degree. There is a rapidly growing academic demand – nationally and internationally – for this degree that, at present, is being served by only a few academic institutions, none in Louisiana or the Gulf South region.

Students

The primary market for this degree is among professionals who have been working in design offices for 5-10 years. An interval of professional practice between undergraduate and graduate academic activities in design-related curricula is common practice throughout the country. This degree appeals to professionals seeking to broaden their sphere of expertise and credentials. Many design offices and product manufacturers are actively developing public-private partnerships with LSU that will link the university's research capacities and resources with these offices' professional research needs. Discussions with LSU alumni—including some who are COOs and CEOs of these large firms--indicate that graduates of this proposed degree would likely find immediate employment in these firms, and that such large firms would provide financial support to employees in the DDes program, sponsor design studios, and support related academic activities of the college. Additionally, discussions among current Master's students within our college as well as among Master's students at other institutions in the state indicate there would be interest in the degree at some future time after gaining experience in the field. The program also anticipates attracting out-of-state and international students who will be

attracted to study at the doctoral level in Louisiana's rich cultural heritage.

Projected enrollment growth is four students per year for the first several years. With a projected length of residence of three years, the program will generate up to approximately 12 students by year three, a number well within the college's current capacity to support.

2. Review of Business Plan

The DDes will be administered in the College of Art & Design under the direction of the Graduate School. Because the DDes is an interdisciplinary program within the four schools in the college, its administrative functions will be housed within the unit of its current faculty administrative director.

There are currently nine faculty within the College of Art & Design who have PhD qualifications representing targeted curriculum areas of specialization. Over the next three years, the college has plans to fill four existing and two anticipated new faculty positions with individuals possessing doctorates who will be qualified to support the DDes. Existing staff will cover administrative duties. No new facilities are needed; current studio, seminar, and classroom spaces and related equipment are adequate to meet anticipated new course offerings and student enrollment.

Because current faculty with PhD qualifications will be reassigned from their current undergraduate courses to teach new DDes courses, adjunct faculty will be hired with existing college funds to teach the undergraduate courses until regular faculty positions are filled. Plans to hire adjunct faculty are as follows: 1.5 FTE (\$18K) for year 1 of the DDes; 3 FTE (\$36K) for year 2; and a final total of 5 FTE (\$60K) by year 3 of the program when the DDes has full anticipated enrollment of twelve students.

3. Review of Documents Related to Referenced Matter

A complete Board of Regents Request for Authority to Offer a New Degree Program form and budget are on file with the LSU Office of Academic Affairs

4. Compliance with Article VII, Section 9, Paragraph C.11 of the Bylaws of Louisiana State University Board of Supervisors

Appropriate certification has been provided by the campus, and this executive report includes all applicable information required by the Bylaws.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request from LSU A&M to establish the Doctor of Design in Cultural Preservation, subject to approval by the Louisiana Board of Regents.



**Request from LSU A&M to Establish a Master of Science in
Agricultural and Extension Education**

To: Members of the Board of Supervisors

Date: June 24, 2016

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a Significant Board Matter.

A.1. 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.

1. Summary of Matter

LSU A&M is requesting approval to establish a Master of Science (MS) in Agricultural and Extension Education within the College of Agriculture's Department of Agricultural and Extension Education and Evaluation (AEEE). The purpose of this degree is to provide advanced discovery, knowledge, and research in areas deemed critical for the success and advancement in careers in agricultural education; the Cooperative Extension Service; agricultural professions in business, industry, and government; and in other non-profit agencies. It will be the only graduate program in Louisiana targeting agricultural and extension education professionals in the state. Many students seeking an MS degree in agriculture or extension education are currently pursuing degrees either online at other Louisiana institutions or out of state. The development of this program will afford prospective students the opportunity to receive the desired education from an in-state, land-grant institution with a rich heritage of providing high-quality education and research experiences in agriculture and extension education.

Background

Until 2012, when the School of Human Resource Education & Workforce Development (SHREWD) joined several other schools to form the College of Human Sciences & Education, the College of Agriculture (COA) housed all agricultural and extension education programs. With the reorganization, all coursework and degrees associated with SHREWD, with the exception of the undergraduate agricultural education degree program, moved to the newly formed college. In September 2015, the Board of Regents approved the creation of the Department of Agricultural and Extension Education and Evaluation (AEEE) within the College of Agriculture. The proposed MS program will be created by extracting the agricultural and extension education concentration components from the existing MS in Human Resource Management (HRE) in the College of Human Sciences and Education to realign them with the AEEE Department (and faculty), which focuses specifically on agricultural and extension professionals. Since the agricultural and extension education coursework is now primarily offered through the College of Agriculture, and the faculty are housed there as well, creation of an MS program will maintain progression and consistency in the education pathways and in the advancement of knowledge through research.

Program Description

The proposed degree program will offer thesis and non-thesis options and both options will require the same 18 credit hour block of courses. The thesis option includes six hours of thesis research and six additional hours in a focus area or electives for a total of 30 hours. Within the non-thesis option, there will be options for either a comprehensive exam or a creative component. The non-thesis options both include the 18-hour core block as well as six hours of approved electives and a minimum of 12 hours in a focus area or electives for a total of 36 hours. Available concentrations in the program will include: general extension education, agricultural education, program evaluation, international agriculture, and youth development. Each concentration will require a minimum of 12 hours of graduate study in the identified area.

Need

Turnover in the field of agricultural education and extension education is significant. There is a need for qualified individuals to fill positions as high school agri-science teachers and extension educators to teach others about the importance of agriculture to our state. The Occupational Outlook Handbook indicates that the need for career and technical educators such as high school agriculture teachers is expected to grow 9% between 2012 and 2022, and the number of postsecondary agricultural and extension education positions are projected to increase nearly 20% by 2022, according to the Bureau of Labor Statistics. The newly-formed Department of Agricultural and Extension Education and Evaluation has the faculty resources and expertise to address this need by producing highly-qualified job candidates with Master's degrees to fill these critical positions.

Students

Extension agents employed by the LSU AgCenter are required to complete at least 15 hours of graduate coursework to be promoted from assistant to associate agent and to maintain employment. Associate agents must complete an MS degree in order to meet the requirements for their next promotion to full agent. Therefore, the stream of incoming MS students interested in extension education advanced degrees is perpetuated as new hires are made. Extension agents also participate in a specialization program where they are required to complete 15 hours of graduate level coursework beyond their MS degree for additional professional advancement. Furthermore, while many high school agriculture teachers are hired with a BS, some school systems encourage their teachers to complete advanced degrees so that their SACS scores can be improved. Louisiana agriculture teachers have thus far had limited opportunity to complete the coursework necessary for this professional advancement.

There are approximately 240 agriculture teachers in the state of Louisiana and 304 LSU AgCenter employees who currently hold a Bachelor's degree. Given the tuition exemption that is currently offered to LSU AgCenter employees and given the requirement of a Master's degree for extension employees to promote from associate agent to agent, students will come from the pool of AgCenter employees as well as agriculture teachers who do not hold a Master's degree. Based on enrollment of agricultural and extension education students in the existing HRE Master's program and the large pool of potential students at LSU and throughout the state, expected enrollment for Year 1 is twelve with growth to twenty-four by Year 5.

2. Review of Business Plan

The MS in Agricultural and Extension Education will be jointly administered by the College of Agriculture's Department of AEEE and the Graduate School. The faculty in AEEE have been actively involved in the agriculture and extension education area of concentration within the HRE program. Therefore, no additional costs for facilities, faculty, and library holdings are necessary for the first five years. As the program grows, there may be some readjusting of funding within the program. As the demand for courses to meet the needs of enrolled master's students becomes higher, some faculty may be assigned a higher proportion of their teaching load at the graduate level. However, some of this would be accommodated through multi-level courses at the 4000-level that enroll upper level undergraduate students and graduate students. It should be noted that graduate students would be required to complete additional assignments to receive graduate credit for the course.

The current MS degree in SHREWD is being redesigned to eliminate the agricultural and extension education component. Once and if this proposal is approved, the termination of this concentration in SHREWD will be routed through the appropriate channels.

The department currently has lines for six graduate assistantships that can be assigned to either Master's or PhD students. The department also has one graduate scholarship and one graduate fellowship that could supplement additional graduate student funding. Faculty continually seek funding for additional graduate assistantships through grants and contracts.

3. Review of Documents Related to Referenced Matter

A complete Board of Regents Request for Authority to Offer a New Degree Program form and budget are on file with the LSU Office of Academic Affairs

4. Compliance with Article VII, Section 9, Paragraph C.11 of the Bylaws of Louisiana State University Board of Supervisors

Appropriate certification has been provided by the campus, and this executive report includes all applicable information required by the Bylaws.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request from LSU A&M to establish a Master of Science in Agricultural and Extension Education, subject to approval by the Louisiana Board of Regents.



Request from LSU A&M for Continued Approval of the Horace C. Hearne, Jr. Institute for Theoretical Physics

To: Members of the Board of Supervisors

Date: June 24, 2016

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a Significant Board Matter.

A.1. 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.

1. Summary of Matter

The Horace C. Hearne, Jr. Institute for Theoretical Physics was initially granted five-year approval by the Board of Regents on October 26, 2006 and then again on June 23, 2011. LSU A&M is requesting reauthorization of the institute for an additional five years.

In 1994, Horace Hearne, Jr. left in his will funds for the endowment of two chairs in theoretical physics at LSU and requested that an Institute of Theoretical Physics be established, with two chair positions serving as anchors for the institute. Dr. Jorge Pullin was hired in 2001 as the first Hearne Chair and Dr. Jonathan Dowling joined LSU in 2004 as the second chair. Together, they serve as co-directors for the institute and report to the Dean of the College of Science. The institute also has 16 associated faculty who are LSU faculty members or faculty from other institutions with adjunct appointments at LSU.

The Hearne Institute fosters research in the areas of Quantum Technologies and Gravitational Physics, which are research foci for the two Hearne chairs. The institute specializes in exploring interdisciplinary new topics in theoretical physics that would not normally be undertaken in its absence. Collaborative areas of research include quantum gravity (the application of quantum mechanics to the gravitational field), precision science (the use of gravitational and quantum effects to synchronize GPS satellites), and the use of advanced quantum optics techniques for the development of gravitational wave detectors like the LIGO project.

The institute has produced over 274 refereed publications and obtained extramural support at a significant level for theoretical activities. It has also attracted some of the leading relativists in the nation to LSU, who have received substantial grants from the National Science Foundation. The institute is also highly visible internationally, having editorships in the premier journals of the field and memberships on directive boards of the premier physics institutes in the world. It has also appointed two internationally recognized researchers from Texas A&M University and the University of Queensland.

Gravitational Physics is one of the fastest growing areas of research in physics. This is due to the interest of both the National Science Foundation and NASA in the detection of gravitational waves. Recently, the LIGO project was successful in detecting gravitational waves. Both NASA and the NSF are invested heavily in theoretical modeling of this nature and the LSU gravity group through the Hearne Institute currently has funding through these initiatives.

2. Review of Business Plan

The institute has funding stemming from the endowment of the two chairs, in the amount of approximately \$120,000 per year. These funds are already secured and are independent of success in obtaining external funding from non-state sources. In addition to this, the two chairs have a high level of external funding from mostly federal sources such as the Air Force Office of Scientific Research, the Army Research Office, the Defense Advanced Research Projects Agency, and the National Science Foundation. The institute also receives federal funding for graduate student support from the Department of Defense and the Department of Commerce. Based on the historical success of the institute in securing external funding, the institute expects to receive over \$700K per year from grants and contracts for the next five years.

3. Review of Documents Related to Referenced Matter

A complete Board of Regents Request for Continued Approval of Existing Center, Institute, and/or Similar Academic/Research Unit form and budget are on file with the LSU Office of Academic Affairs

4. Compliance with Article VII, Section 9, Paragraph C.11 of the Bylaws of Louisiana State University Board of Supervisors

Appropriate certification has been provided by the campus, and this executive report includes all applicable information required by the Bylaws.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request from LSU A&M for continued approval of the Horace C. Hearne, Jr. Institute for Theoretical Physics, subject to approval by the Louisiana Board of Regents.



Request from LSU A&M for Full Approval of the Leadership Development Institute

To: Members of the Board of Supervisors

Date: June 24, 2016

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a Significant Board Matter.

A.1. 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.

1. Summary of Matter

The Leadership Development Institute (LDI) was granted two-year conditional approval by the Board of Regents on August 27, 2014. The LDI is an umbrella organization that promotes interdisciplinary education and training for the purpose of developing leadership competencies and to foster research collaboration on leadership development. Through innovative discovery, curricula, programs, and strategic partnerships with industry, the LDI provides an experiential, science-based focus on developing sustainable and effective leaders for Louisiana and the nation.

The LDI aims to make LSU a frontrunner in discovering and implementing leadership development processes that grow student, community, and organizational leaders more effectively. These objectives closely align with LSU's *Flagship 2020* agenda, which promotes discovery, learning, and engagement. The unit will continue to discover and disseminate the leadership development process and apply that knowledge to expand leadership development opportunities for undergraduate and graduate students on campus while expanding the array of research opportunities that attract highly qualified undergraduate and graduate students to LSU. This will contribute to a world-class leadership development knowledge base. Additionally, the link between LDI's research and outreach functions is designed to build leadership competencies in ways that are directly transferable to leadership in organizations and communities in Louisiana and elsewhere as they strive to address critical economic, social, and environmental challenges. The complexity of leadership development can best be understood when considered through multiple lenses and perspectives. Therefore, a critical objective of the LDI is to become a forum for interdisciplinary collaboration in the study of leadership and leadership development. This kind of collaboration fosters LSU's mission by leading to the development of intellectual property and new commercial applications.

Leadership is a critical need in Louisiana. The need for effective leadership in state government was a key issue in the last gubernatorial election, and it is a key issue facing education, health care, business and industry, and local communities across the state. In order for Louisiana to positively flourish, there is a critical need for competent and enlightened leaders that can build communities and organizations that are productive, responsive, and resilient.

Currently, there are no other institutes at any other Louisiana university that are focused on leadership development and have the comprehensive teaching, research, and outreach components of the LDI.

2. Review of Business Plan

The LDI is administered by the College of Human Science and Education's School of Human Resource Education and Workforce Development. It uses existing classrooms for on-campus courses, professional development programs, and similar programs when on-campus facilities are needed. Off-campus outreach teaching activities will be identified and procured when a physical facility is needed. The LDI will also make use of web-based technology for instruction and will operate as a virtual institute by taking advantage of a variety of existing web-based technologies for interdisciplinary collaboration on grant proposals, research projects, undergraduate and graduate degree programs, and outreach to constituent organizations.

LDI activities in its two year implementation stage have accrued approximately \$44,000 in sponsored funding from the U.S. Department of Housing and Urban Development, the U.S. Department of Justice BCJI, Mary Ethel Baxter Lipscomb Memorial Endowment, and the externally competitive E-Learning Innovation Award from the Louisiana Board of Regents. Many of the workshops and conferences planned this year are for-profit. The LDI currently has identified several grant opportunities for obtaining sponsored funding. The newly hired director is currently on an NSF funded DRK-12 project, which she is bringing to LSU. She will continue this project and projects an additional \$450,000 over the next few years to be devoted to the Institute. In addition to generating grant and contract funding, the LDI will create focus for private fundraising efforts and offer substantial naming opportunity to major donors.

3. Review of Documents Related to Referenced Matter

A complete Board of Regents "Form B: Request for Full Approval of a Conditionally Approved Center" and budget are on file with the LSU Office of Academic Affairs.

4. Compliance with Article VII, Section 9, Paragraph C.11 of the Bylaws of Louisiana State University Board of Supervisors

Appropriate certification has been provided by the campus, and this executive report includes all applicable information required by the Bylaws.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request from LSU A&M for full authorization of the Leadership Development Institute, subject to approval by the Louisiana Board of Regents.



Request from LSU A&M to Convert Two College of Engineering Endowed Chairs to Five New Professorships

To: Members of the Board of Supervisors

Date: June 24, 2016

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a Significant Board Matter.

A.1. 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.

1. Summary of Matter

In August 2011, the Board of Regents approved the division of endowed chair funds to establish endowed professorships at a minimum level of \$250,000.

LSU A&M is requesting approval to convert two endowed chairs from the College of Engineering to five new endowed professorships. The M.F. Gautreaux/Ethyl Corporation Endowed Chair of Chemical Engineering (established in 1989) and the Roy S. Sullins Endowed Chair of Petroleum Engineering (established in 2006) have been vacant for a number of years due to the high costs associated with recruiting an eminent scholar. The College of Engineering will focus resources to meet increasing student demand and has determined that these endowed funds can be more effectively used if converted into new professorships. The College of Engineering has obtained donor consent to convert the two endowed chairs to the following endowed professorships:

- M.F. Gautreaux/Albemarle Foundation Professorship #1 (\$500,000)
- M.F. Gautreaux/Albemarle Foundation Professorship #2 (\$500,000)
- Roy S. Sullins Endowed Professorship #1 (\$500,000)
- Roy S. Sullins Endowed Professorship #2 (\$250,000)
- Roy S. Sullins Endowed Professorship #3 (\$250,000)

2. Review of Documents Related to Referenced Matter

Supporting materials and donor consent documentation are on file with the Office of Academic Affairs.

3. Certification of Compliance with Article VII, Section 9, Paragraph C.11 of the Bylaws of Louisiana State University Board of Supervisors

Appropriate certification has been provided by the campus, and this executive report includes all applicable information required by the Bylaws.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request to convert the M.F. Gauxtreux/Ethyl Corporation Endowed Chair of Chemical Engineering to the M.F. Gauxtreux/Albemarle Foundation Professorship #1 & #2 at LSU A&M;

BE IT FURTHER RESOLVED that the Board of Supervisors does hereby approve the request to convert the Roy S. Sullins Endowed Chair of Petroleum Engineering to the Roy S. Sullins Endowed Professorship #1, #2 & #3 at LSU A&M.



**Request from LSU A&M to Convert an E.J. Ourso College of Business
Endowed Chair to Two New Professorships**

To: Members of the Board of Supervisors

Date: June 24, 2016

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a Significant Board Matter.

A.1. 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.

1. Summary of Matter

In August 2011, the Board of Regents approved the division of endowed chair funds to establish endowed professorships at a minimum level of \$250,000.

LSU A&M is requesting approval to convert the Alvin C. Copeland Endowed Chair of Franchising from the E.J. Ourso College of Business to two new endowed professorships. The Alvin C. Copeland Endowed Chair of Franchising was established in 1990 and has remained vacant since 2005. The E.J. Ourso College of Business has determined that these funds can be more effectively used if converted into the following two endowed professorships:

- Alvin C. Copeland Professorship of Business #1 (\$500,000)
- Alvin C. Copeland Professorship of Business #2 (\$500,000)

Additionally, the E.J. Ourso College of Business requests to expand the focus of the original gift to include entrepreneurship, which better captures the current research in this area, expands the potential teaching impact, and increases the fund's potential economic development reach. Donor consent was given from the three largest donors, which constituted 67% of private donations.

2. Review of Documents Related to Referenced Matter

Supporting materials and donor consent documentation are on file with the Office of Academic Affairs.

**3. Certification of Compliance with Article VII, Section 8, Paragraph E of the Bylaws of
Louisiana State University Board of Supervisors**

Appropriate certification has been provided by the campus, and this executive report includes all applicable information required by the Bylaws.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request to convert the Alvin C. Copeland Endowed Chair of Franchising to two new Alvin C. Copeland Professorship of Business #1 & #2 at LSU A&M.



**Approval of FY 2016 Supplemental Appropriation and
FY 2017 Appropriation**

To: Members of the Board of Supervisors

Date: June 24, 2016

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

A.1 Any matter having a significant or long-term impact, directly or indirectly, on the finances or the academic, educational, research, or service missions of the University or any of its campuses.

1. Summary of Matter

FY 2016 Supplemental Appropriation

House Bill 1047, the Supplemental Appropriations Bill, provides amended appropriations for FY 2016. The supplemental appropriation bill provided an additional \$1.3M for LSU Alexandria Fee & Self-Generated authority derived from on-line revenue due to increased enrollment.

FY 2017 Appropriation

On February 13, 2016, the Commissioner of Administration presented the FY 2017 Governor’s Executive Budget to the Joint Committee on the Budget as follows (in millions). It is from these general calculations that the funding for Higher Education was derived.

Funding Source	FY 2015-2016 as of 12/1/2015	Proposed Executive Budget FY 2016-2017	Difference
State General Fund	\$8,541.3	\$8,239.3	(\$302.0)
Fees & Self-Generated	\$2,362.3	\$2,401.4	\$39.1
Statutory Dedications	\$4,079.2	\$3,467.2	(\$612.0)
Interim Emergency Board	\$0	\$0	\$0
Total State Funds	\$14,982.8	\$14,107.9	(\$874.9)
Federal Funds	\$9,957.6	\$12,445.0	\$2,487.4
Grand Total	\$24,940.4	\$26,552.9	\$1,612.5

The original FY 2017 Governor’s Executive Budget proposed \$2.2 billion in total means of financing for Higher Education, a \$391.6 million decrease from FY 2016, or 14.9%, including a State General Fund reduction of 42.9%.

FY 2017 Executive Budget Recommendation for Higher Education

Means of Financing & Table of Organization	Existing Operating Budget as of 12/01/15	FY 2017 Executive Budget Recommendation	Over/Under EOB
State General Fund Equivalent#	\$999,879,924	\$570,857,964	(\$429,021,960)
Total Interagency Transfers	\$40,846,031	\$41,323,908	\$477,877
Fees & Self-generated Revenues	\$1,326,707,754	\$1,377,164,631	\$50,456,877
Statutory Dedications#	\$183,675,165	\$175,521,643	(\$8,153,522)
Interim Emergency Board	\$0	\$0	\$0
Federal Funds	\$83,058,059	\$77,731,183	(\$5,326,876)
Total	\$2,634,166,933	\$2,242,599,329	(\$391,567,604)
T. O.	19,483	0	(19,483)

Note: 12/1/15 EOB State General Fund and Statutory Dedication totals have been adjusted to reflect the \$350 million swap between those means of financing in the FY 2017 recommendation in this and subsequent tables.

FY 2017 Executive Budget Highlights

The Governor's FY 2017 Executive Budget for Higher Education included the following highlights:

- An overall total Means of Financing reduction of \$391.6 million from the FY 2016 Existing Operating Budget (as of December 1, 2015).
- Substituted \$350 million in Statutory Dedications support from the Higher Education Initiatives Fund related to the Student Assessment for a Valuable Education (SAVE) credit program with State General Fund support.
- \$429 million of State General Fund support was reduced from Higher Education, including all \$233.2 million of State General Fund support for TOPS awards.
- \$26.4 million in State General Fund support for Go Grants was unchanged from the FY 2016 budgeted amount. These grants are designed to help bridge the gap between the total amount of other forms of aid a student is awarded and the cost of attendance.
- Removed the Table of Organization (T.O.) for Higher Education. The total reduction is 19,483 positions.

House Appropriations Committee Action

Following actions taken during the first 2016 special session, the House Appropriations Committee (HAC) amended the Higher Education budget on May 9, 2016 in House Bill 1 (HB 1) by adding an additional \$372 million in State General Fund support and adding back the 19,483 T.O., for an overall reduction of \$21 million, or 0.8%, including a State General Fund reduction of 5.7%. Highlights are as follows:

- **(\$557,980,714)** – Reduced funding from the Board of Regents for allocations to LUMCON, OSFA, LSU Board of Supervisors, SU Board of Supervisors, UL Board of Supervisors, and LCTCS Board of Supervisors
- \$2,089,669 – Allocated funding that is reduced from the Board of Regents to Louisiana Universities Marine Consortium
- \$32,537,117 – Allocated funding that is reduced from the Board of Regents to the Office of Student Financial Assistance
- \$236,819,121 – Provided funding to the TOPS Tuition Program for TOPS awards
- \$313,976,110 – Allocated funding that is reduced from the Board of Regents to Louisiana State University Board of Supervisors
- \$525,000 – Provided funding to Louisiana State University Health Sciences Center – New Orleans for the Louisiana Tumor Registry
- \$500,000 – Provided funding in the event Louisiana State University – A&M College is awarded a tier one university transportation center grant by the United States Department of Transportation
- \$35,434,267 – Allocated funding that is reduced from the Board of Regents to the Southern University Board of Supervisors
- \$193,815,656 – Allocated funding that is reduced from the Board of Regents to the University of Louisiana Board of Supervisors
- \$114,285,941 – Allocated funding that is reduced from the Board of Regents to the Louisiana Community and Technical Colleges Board of Supervisors

FY 2017 Higher Education Budget After House Appropriations Committee Action

Means of Financing & Table of Organization	Existing Operating Budget as of 12/01/15	FY 2017 Budget after HAC (5/9/16)	Over/Under EOB
State General Fund Equivalent	\$999,879,924	\$942,860,131	(\$57,019,793)
Total Interagency Transfers	\$40,846,031	\$39,856,749	(\$989,282)
Fees & Self-generated Revenues	\$1,326,707,754	\$1,377,164,631	\$50,456,877
Statutory Dedications	\$183,675,165	\$175,521,643	(\$8,153,522)
Interim Emergency Board	\$0	\$0	\$0
Federal Funds	\$83,058,059	\$77,731,183	(\$5,326,876)
Total	\$2,634,166,933	\$2,613,134,337	(\$21,032,596)
T. O.	19,483	19,483	0

Note: 12/1/15 EOB State General Fund and Statutory Dedication totals have been adjusted to reflect the \$350 million swap between those means of financing in the FY 2017 recommendation in this and subsequent tables.

House Floor Action

On May 13, 2016, the full House further amended the Higher Education budget in HB 1 by reducing State General Fund support for TOPS by \$71.9 million and redirecting it to the public-private hospital partnerships, for an overall reduction of \$93 million, or 3.5%, including a State General Fund reduction of 12.9%.

FY 2017 Higher Education Budget After House Floor Action

Means of Financing & Table of Organization	Existing Operating Budget as of 12/01/15	FY 2017 Budget after House Floor (5/13/16)	Over/Under EOB
State General Fund Equivalent	\$999,879,924	\$870,929,513	(\$128,950,411)
Total Interagency Transfers	\$40,846,031	\$39,856,749	(\$989,282)
Fees & Self-generated Revenues	\$1,326,707,754	\$1,377,164,631	\$50,456,877
Statutory Dedications	\$183,675,165	\$175,521,643	(\$8,153,522)
Interim Emergency Board	\$0	\$0	\$0
Federal Funds	\$83,058,059	\$77,731,183	(\$5,326,876)
Total	\$2,634,166,933	\$2,541,203,719	(\$92,963,214)
T. O.	19,483	19,483	0

Note: 12/1/15 EOB State General Fund and Statutory Dedication totals have been adjusted to reflect the \$350 million swap between those means of financing in the FY 2017 recommendation in this and subsequent tables.

Senate Finance Committee and Senate Floor Actions

On May 31, 2016, the Senate Finance Committee further amended the Higher Education executive budget in HB 1 and deleting the 19,483 T.O., for an overall reduction of \$180.9 million or 6.9%, including a 21.3% State General Fund reduction. Highlights are as follows:

- \$124,271 – Provided additional funding to the Board of Regents
- (\$83,600,356) – Reduced funding for the Office of Student Financial Assistance
- \$20,166 – Provided additional funding for LUMCON
- (\$7,583,430) – Reduced funding for the LCTCS
- \$2,638,023 – Increased funding for LSU
- \$737,779 – Provided additional funding for Southern University System

- \$3,504,246 – Provided additional funding for University of Louisiana System

FY 2017 Higher Education Budget After Senate Finance Committee/Senate Floor Action

Means of Financing & Table of Organization	Existing Operating Budget as of 12/01/15	FY 2017 Budget after Senate Finance (5/31/16)	Over/Under EOB
State General Fund Equivalent	\$999,879,924	\$786,770,212	(\$213,109,712)
Total Interagency Transfers	\$40,846,031	\$27,884,034	(\$12,961,997)
Fees & Self-generated Revenues	\$1,326,707,754	\$1,383,164,631	\$56,456,877
Statutory Dedications	\$183,675,165	\$175,521,643	(\$8,153,522)
Interim Emergency Board	\$0	\$0	\$0
Federal Funds	\$83,058,059	\$79,903,497	(\$3,154,562)
Total	\$2,634,166,933	\$2,453,244,017	(\$180,922,916)
T. O.	19,483	0	(19,483)

Note: 12/1/15 EOB State General Fund and Statutory Dedication totals have been adjusted to reflect the \$350 million swap between those means of financing in the FY 2017 recommendation in this and subsequent tables.

The full Senate adopted HB 1 on June 1, 2016 with no substantive amendments to the overall Higher Education budget. The Senate version of HB 1 was rejected by the House, sending it to Conference Committee.

Conference Committee Action

The Conference Committee delivered its HB 1 report on June 5, 2016, which was subsequently adopted by the Senate and House prior to sine die on June 6, 2016. A total of \$2.5 billion was included for Higher Education, an overall reduction of \$177.6 million or 6.7%, including a 21.3% reduction in State General Fund support. The majority of the State General Fund reduction is due to a cut to TOPS funding resulting in an estimated \$152 million shortfall in program funding, or a 52% reduction in award amounts in FY 2017.

FY 2017 Higher Education Budget After Conference Committee Action

Means of Financing & Table of Organization	Existing Operating Budget as of 12/01/15	FY 2017 Budget after Conference Committee (6/5/16)	Over/Under EOB
State General Fund Equivalent	\$999,879,924	\$786,770,212	(\$213,109,712)
Total Interagency Transfers	\$40,846,031	\$26,416,875	(\$14,429,156)
Fees & Self-generated Revenues	\$1,326,707,754	\$1,387,996,800	\$61,289,046
Statutory Dedications	\$183,675,165	\$175,521,643	(\$358,153,522)
Interim Emergency Board	\$0	\$0	\$0
Federal Funds	\$83,058,059	\$79,903,497	(\$3,154,562)
Total	\$2,634,166,933	\$2,456,609,027	(\$177,557,906)
T. O.	19,483	0	(19,483)

Note: 12/1/15 EOB State General Fund and Statutory Dedication totals have been adjusted to reflect the \$350 million swap between those means of financing in the FY 2017 recommendation in this and subsequent tables.

Second Special Session

On May 27, 2016, Governor Edwards issued a call for a second special legislative session to begin almost immediately after conclusion of the regular session on June 6, 2016. The primary goal of

this second special session is to raise the necessary revenue to address the remaining \$600 million shortfall in the FY 2017 budget, as well as to address various issues and errors resulting from actions taken during the first special legislative session earlier this year.¹ This special session is scheduled to end no later than midnight on June 23, 2016. It is anticipated that some portion of any additional revenues raised through actions taken during the session will be allocated to Higher Education in the form of increased State General Fund support in FY 2017 beyond that already included in the Conference Committee report. Additional details on actions taken during the second special session will be provided at the June 24, 2016 Board of Supervisors meeting.

2. Review of Documents Related to Referenced Matter

N/A

ATTACHMENTS

N/A

RECOMMENDATION(S)

WHEREAS, Article VII, Section 5 [D] [4] of the Louisiana Constitution requires the Board of Regents to develop a funding formula as a component of the Master Plan for Public Postsecondary Education for the equitable distribution of funds to the institutions of postsecondary education; and

WHEREAS, Article VIII, Section 12 of the Louisiana Constitution states that appropriations for the institutions of higher education shall be made to their managing boards and the funds appropriated shall be administered by the managing boards and used solely as provided by law.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (Board) that the Board authorizes the President of LSU to act on behalf of the Board in presenting the methodology and distribution of appropriations and related budget information for FY 2017 to the institutions of the University, the Board of Regents, the Governor and his agencies, and the Legislature or its committees as required between meetings of the Board, and hereby delegates all such authority necessary to accomplish such purposes; and

BE IT FURTHER RESOLVED that the actions taken herein constitute approvals of the FY 2017 appropriations to the University, not specific approval of the FY 2017 operating budgets of any budget entity of the University, which approvals remain with the Board or President of LSU, each respectively, pursuant to the Bylaws and as provided by law.

¹ See <http://gov.louisiana.gov/news/edwards-issues-call-for-second-special-session>.



Recommendation to Approve Fees Pursuant to the Authority Granted in Act 377 of the 2015 Legislative Session

To: Members of the Board of Supervisors

Date: June 24, 2016

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

A.1 Any matter having a significant or long-term impact, directly or indirectly, on the finances or the academic, educational, research, or service missions of the University or any of its campuses.

1. Summary of Matter

House Bill 152 (Act 377) of the 2015 Regular Legislative Session provided statutory authority to the LSU Board of Supervisors and other postsecondary management boards to assess additional fees on students within certain parameters in academic years 2015-16 and 2016-17. The parameters include the difference between each Louisiana public postsecondary institution and their respective national peers' average total means of financing (i.e., state and local appropriations plus tuition and fees) per full-time equivalent student. In addition, Louisiana postsecondary institutions must allocate at least five percent (5%) of the additional revenues generated by this fee to need-based student financial aid as these additional fees are not eligible for TOPS.

At its October 2015 meeting, the Board approved requests by Louisiana State University and Agricultural and Mechanical College (LSU), Louisiana State University in Shreveport (LSUS), Louisiana State University at Eunice (LSUE), Louisiana State University Health Science Center - New Orleans (HSC-NO) and Louisiana State University Health Science Center - Shreveport (HSC-S) to increase mandatory fees per the authority granted under Act 377 beginning with the Spring 2016 semester. Additionally, HSC-NO was granted authority to increase its fee to a maximum of \$200 per year in FY 2017 (from the FY 2016 level of \$80 annually).

All University campuses with the exception of HSC-NO and HSC-S are requesting to increase mandatory fees per the authority granted under Act 377 beginning with the Fall 2016 semester. As noted above, HSC-NO was previously granted authority to increase its mandatory fees to \$200 annually and HSC-S is not seeking a mandatory fee increase under the authority granted under Act 377 at this time.

2. Review of Business Plans

LSU requests to increase the "*Student Excellence Fee*" that will be assessed to all students. Revenues generated from this proposed fee increase will go to both academic colleges and campus-wide support functions for the purpose of enhancing the student experience both in and out of the classroom. The fee increase will support existing faculty as well as related academic support priorities. In addition, funds will be used to enhance other academic support and campus-wide operations to ensure adequate services for all students. The proposed fee increase will not exceed \$177 per semester.

LSU at Alexandria (LSUA) requests to implement a "*Student Excellence Fee*" that will be assessed to all students. Revenues from this fee will be used to enhance the student experience, specifically related to services that have direct student impact—i.e. teaching, counseling and supplemental instruction. Funds will be used to hire instructors and teaching assistants to open more class sections and provide supplemental instruction to increase retention and graduation rates. Additionally,

funds may also be used to provide a higher level of services available to students through the Student Services office. The proposed fee increase will be \$12 per credit hour, not to exceed \$144 per semester.

Additionally, **LSUA** requests to increase its “*Orientation fee*,” a one-time fee paid by attendees at any orientation session prior to enrolling, from \$35 to \$100. The current rate is insufficient to cover the costs associated with the orientation program. Revenue from this increase will be used to purchase all supplies needed for Orientation as well as to provide the appropriate number of staff members and student workers needed to operate successfully.

LSU in Shreveport requests to increase its “*Student Success Center Fee*” that will be assessed to all students. Currently, LSUS offers an array of services in support of student success in a distributed model at the university without a strategic university focus, consistent oversight and support. Over time, reductions in budgets, from a combination of state appropriation and declining LSUS enrollment, have eliminated or greatly reduced the level of support in traditional student support activities, including discipline-based help labs. Identified additional needs for support and attention have gone unmet. The development of a campus-wide Student Success Center will centralize and coordinate academic support services and include such services as Math and Writing Centers, tutoring, academic coaching, advising, academic workshop, online resources, and support for the SACSCOC Quality Education Plan.

Additionally, **LSUS** requests to create a new “*Student Security and Safety Fee*” that will be assessed to all students. The Student Security and Safety Fee that will be targeted for improving measures that are directly tied to student safety, including victim’s rights, and security, including cyber security for student academic performance and records. A portion of these funds will be used to pay and outfit additional security officers on campus, including an officer to coordinate and oversee victim’s rights, especially situations involving crimes against women. Up to three additional police officers would allow for increased patrol and officer visibility across campus, including at our campus housing that can only be reached by vehicle from an off-campus entrance. LSUS will expand its counseling position from part time to full time. This expansion of opportunity will provide students with opportunities for increased access to mental health services. There is currently a critical need to rebuild and to expand security camera coverage of the campus. A security and safety fee would provide the resources to begin to implement a key card access program on campus and increase safety by limiting access to areas of non-authorized use. A campus security and safety fee would be used in part to assist in the way that LSUS communicates with students. LSUS will increase oversight of online courses, including oversight of online proctoring processes. The overall proposed fee increase will not exceed \$125 per semester.

LSU at Eunice requests to increase the “*Student Excellence Fee*” that will be assessed to all students. LSUE proposes to levy the fee in support of creating a Student Success Center that will expand and unify campus-wide academic and student support services. In addition, the Student Excellence Fee will fund the creation and expansion of new healthcare programs and will support software applications that will greatly enhance its student information system and support. The revenue generated from the fee will be used to fund additional instructors, equipment, and program related expenses as well as technology upgrades and applications. Finally, additional funding generated from the fee will provide enhanced resources for campus safety and security. The proposed fee increase will be \$16.10 per credit hour, not to exceed \$193 per semester.

3. Fiscal Impact

The following table provides the proposed maximum fee increases per semester for full-time students at each campus as well as the estimated incremental gross and net fee revenue that is projected to be generated by these fee increases annually:

Campus	Proposed Maximum Fee Increase Per Semester	Estimated Gross Revenue	Estimated Net Revenue
LSU	UG/GR/Law: \$177	\$9,601,200	\$9,191,100
LSU at Alexandria	UG: \$100 & \$144 (\$12/credit hour)	\$737,000	\$598,200
LSU at Eunice	UG: \$193 (\$16.10/credit hour)	\$797,600	\$757,700
LSU in Shreveport	UG/GR: \$125	\$1,000,000	\$900,000
LSU HSC New Orleans	N/A	N/A	N/A
LSU HSC Shreveport	N/A	N/A	N/A

4. Description of Competitive Process

N/A

5. Review of Legal Documents

Act 377 of the 2015 Legislative Session has been reviewed and all proposed fee increases have been deemed to be in compliance with this legislation.

6. Parties of Interest

N/A

7. Related Transactions

N/A

8. Conflicts of Interest

N/A

ATTACHMENTS

N/A

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (Board) that the Board approves the proposed Student Excellence Fee increase at LSU; and

BE IT FURTHER RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (Board) that the Board approves the proposed Orientation Fee increase and Student Excellence Fee at LSU at Alexandria; and

BE IT FURTHER RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (Board) that the Board approves the proposed Student Excellence Fee increase at LSU at Eunice; and

BE IT FURTHER RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (Board) that the Board approves the proposed Student Success Fee increase and Student Security and Safety Fee at LSU in Shreveport;

BE IT FURTHER RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (Board) that pursuant to Act 377 of the 2015 Regular Legislative Session, each institution shall allocate an amount of not less than five percent of revenues realized from fees assessed under this authority to provide need-based financial assistance to students at the institution who are eligible to receive a Pell Grant; and

BE IT FURTHER RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (Board) that President of LSU F. King Alexander, or his designee, is hereby authorized to make any adjustments necessary in finalizing and implementing these fee increases within the maximum fee amounts presented and authorized for each campus in this item.



**Request from LSU Health Sciences Center in Shreveport to Approve
the FY 2016-2017 Expenditure of Carroll W. Feist Legacy Funds for the
Feist Weiller Cancer Center and to Make a Determination of
Acceptable University Purpose**

To: Members of the Board of Supervisors

Date: June 24, 2016

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

A.1 Any matter having a significant or long-term impact, directly or indirectly, on the finances or the academic, educational, research, or service missions of the University or any of its campuses.

The requested action is also required by the terms of a court order and agreement, and the Uniform Affiliation Agreement for foundations and support organizations.

1. Summary of Matter

The Feist-Weiller Cancer Center (FWCC) is an administrative component of the LSU Health Sciences Center – Shreveport (LSUHSC – S). LSUHSC – S requests The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (Board) approval for expenditure of \$4,727,000 in Carroll W. Feist (CFeist) Legacy funds.

The Carroll W. Feist Legacy Account was established from the bequest of Carroll W. Feist to support cancer research at the Cancer Center. As stipulated in the Second Addendum to the Affiliation Agreement between the Board and the LSU Health Sciences Foundation in Shreveport, a budget is required for the expenditure of Legacy Account funds with the budget to be initially approved by the LSUHSC – S Chancellor and then approved by the President of LSU. The matter is before the Board in accordance with the Second Addendum and related court order, which requires budget requests in excess of \$1,000,000 (one million dollars) to have the Board review and approval.

The campus suggests that the requested expenditure of funds will help strategic initiatives of the Cancer Center in the area of Translational Research, Clinical Research, and Cancer Control and Prevention. In particular, requests for Intramural Grant Support, Research Infrastructure, and enhanced support for clinical research appear as well as funding for expansion of space/equipment for patient related research efforts.

Pursuant to the Uniform Affiliation Agreement actions taken, particularly those involving transactions in the nature of capital expenditures must be found to have a university, rather than foundation, purpose.

2. Review of Business Plan

The total budget request is for \$4,727,000. The requested funds would be drawn from CFeist Legacy earnings during FY 2016-2017 and would not require any additional State General Fund Support above the current levels. In addition, the CFeist principal would remain intact.

A summary of the Budget Request follows with more detailed information included Attachment I.

Programs in Translational Research: \$325,000

Innovative North Louisiana Experimental Therapeutics (INLET)	\$175,000
Developmental Therapeutics	\$30,000
Gene Expression/DNA Repair Focus Group (GEDRFG)	\$30,000
Hormone Related Cancer Focus Group (HRCFG)	\$30,000
Viral Oncology Program	\$30,000
Upper Aero digestive Focus Group (UACFG)	\$30,000
Intramural Student & Fellowship Stipend and Internal Grant Support:	\$642,000
Visiting Scientist Program	\$50,000
Program Infrastructure:	\$825,000
Infrastructure Expansion	\$100,000
Cancer Clinical Trials Research Core	\$325,000
Equipment Maintenance and Replacement	\$75,000
Faculty and Trainee Research Support	\$325,000
Seed Packages:	\$985,000
Dr. Hazem El-Osta (year 4 of 4)	\$115,000
Dr. Yu (year 3 of 3)	\$150,000
Dr. Dragoi (year 3 of 3)	\$100,000
Dr. Koshy (year 1 of 3)	\$150,000
Dr. Weinberger (year 1 of 3)	\$50,000
Dr. Georgescu (year 1 of 3)	\$120,000
New recruitment packages	\$300,000
Cancer Genome Sequencing Core Research Lab:	\$150,000
PIW Infrastructure Expansion/Upgrades	\$150,000
Bioinformatics and Health Information Technology Research Facility:	\$200,000
Bio Repository Support	\$100,000
Medical School Research Support	\$800,000
Special Seed Package Request: ENT	\$500,000
Total Budget Requested	<u>\$4,727,000</u>

3. Fiscal Impact

The support provided by the Carroll W. Feist Legacy Account provides much needed funds to further the mission of the LSU Health Science Center.

4. Description of Competitive Process

The competitive process for expending funds for goods and services in excess of \$25,000 as required in Paragraph 7 of the Second Affiliation agreement was approved by Board action on October 27, 2006. The process provides for a streamlined approach for acquisitions requiring only written bids or RFPs.

5. Review of Documents Related to Referenced Matter

As noted in a March 2009 memorandum from the LSU General Counsel to the FWCC:

“Carroll Feist’s will left a generous donation for the benefit of the cancer center, but the identification of the specific entity (LSU or the Foundation) to which he intended to donate the funds was not clearly established. To responsibly resolve issues which may have been raised by this vagueness, LSU and the HSC – S Foundation entered into a Second Addendum to the original Affiliation Agreement to establish the control over those funds and the procedures which would be followed to use those funds for the benefit of the cancer center. The central goal was to maintain the level of responsibility and accountability that should reasonably be expected of state funds, were they deemed to be that, and, at the same time, reasonable flexibility of the funds by the use of a non-state LSU-affiliated foundation.”

The memorandum further mentioned that the Second Addendum is clear on the process to be followed for approval of budgets and major purchases. Paragraph 9 provides that the Foundation “may spend income of the CFeist Legacy Account up to a cumulative maximum in any one fiscal year, of \$1,000,000.00 with the prior approval of the Chancellor of LSUHSC-S and the President of LSU, which approval shall be deemed to have been given by the President if spent pursuant to a budget which has received the prior approval of the President. Expenditures of income in excess of \$1,000,000.00 in any one fiscal year require the consent of the LSU Board of Supervisors.”

6. Parties of Interest

Not Applicable

7. Related Transactions

Not Applicable

8. Conflicts of Interest

Not Applicable

ATTACHMENTS

- I. Letter from Dr. Glen Mills, Director of the Cancer Center with approvals from Chancellor Ghali, LSU HSC S and Chairperson Robert G. Pugh, Jr., LSU Health Sciences Foundation in Shreveport

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby (a) approve the budget request of \$4,727,000 from the CFeist Legacy Account for the benefit of the Feist Weiller Cancer Center programs at the LSU Health Sciences Center – Shreveport and (b) that the Board determines that the use of those funds constitute an appropriate and acceptable university purpose.



Feist-Weiller Cancer Center
LSU Health Sciences-Shreveport

05/10/16

To: Ghali E. Ghali, MD DDS FACS
Chancellor, LSUHSC-Shreveport

From: Glenn M. Mills, MD FACP
Director, Feist-Weiller Cancer Center

Re: Annual budget request from Carroll W. Feist Legacy funds for FY 2016-2017

The Carroll W. Feist Legacy Account was established from the bequest of Carroll W. Feist to support cancer research at the Feist-Weiller Cancer Center at LSUHSC in Shreveport. As stipulated in the Second Addendum to the Affiliation Agreement between the LSU Board of Supervisors and the LSU Health Sciences Foundation in Shreveport a budget is required for the expenditure of Legacy Account funds with the budget to be approved by the Chancellor of LSUHSC in Shreveport and the President of the Louisiana State University.

The following is our budget request for the fiscal year 2016-2017. The budget request will provide support for the Programs in Basic and Translational Research; Clinical Research; and Cancer Control and prevention. Included will be requests for Intramural Grant Support, FWCC Research Infrastructure including enhanced support for clinical research needs, seed packages for faculty recruitment, and expansion of space/equipment for patient related research efforts. A detailed explanation of the budget items follows the budget summary.

Summary of Budget Request

1. Programs in Translational Research	\$ 325,000
INLET:	\$ 175,000
Developmental therapeutics:	\$ 30,000
GEDFRG:	\$ 30,000
HRCFG:	\$ 30,000
Viral Oncology:	\$ 30,000
UACFG	\$ 30,000
2. Intramural Student & Fellowship Stipend and Internal Grant Support:	\$642,000
3. Visiting Scientist program	\$ 50,000
4. Infrastructure:	\$ 825,000
Cancer Clinical trials research core	\$ 325,000
Equipment maintenance and replacement	\$ 75,000
Faculty and Trainee research support	\$ 325,000
Infrastructure expansion	\$ 100,000



5. Seed Packages	\$985,000
Dr. Yu (3 of 3)	\$150,000
Dr. Dragoi (3 of 3)	\$100,000
Dr. Koshy (1 of 3)	\$150,000
Dr. Weinberger (1 of 3)	\$ 50,000
Dr. Georgescu (1 of 3)	\$120,000
Dr. El-Osta (4 of 4)	\$115,000
New Recruitment Packages	\$300,000
6. Cancer Genome Sequencing Core Research Lab:	\$150,000
7. Bioinformatics and HIT Core Research Facility:	\$200,000
8. Special Seed package request: ENT	\$500,000
9. PIW Infrastructure Expansion / Upgrade	\$150,000
10. Bio Repository Support	\$100,000
11. Medical School Research Support	\$800,000
<u>Total Budget Requested:</u>	\$4,727,000



Details of Budget Request

1. PROGRAMS FOR BASIC AND TRANSLATIONAL RESEARCH – BUDGET REQUEST \$325,000

The Cancer Center has three Research Divisions: Basic and Translational Cancer Research, Clinical Cancer Research, and Cancer Control and Prevention. Within the Division of Basic and Translational Cancer Research there are three Programs: Tumor Virology, Cancer Cell Biology, and Translational Cancer Research. In the Cancer Cell Biology Program, we have three focus groups named the Gene Expression and DNA Repair Focus Group (GEDFRG) under the direction of Dr. David Gross, Viral Oncology group under the direction of Dr. Martin Sapp and the Developmental Therapeutics group under the direction of Dr. Shile Huang. Within the Program in Translational Cancer Research there are two focus groups that comprise a mix of basic and clinical scientists who apply their combined skills to do research directly applicable to clinical cancer problems. These focus groups are the Hormone Related Cancer Focus Group (HRCFG) under the direction of Dr. Hari Koul, and the Upper Aerodigestive Cancer Focus Group (UACFG) under the direction of Dr. Cherie-Ann Nathan. Much of the research of these focus groups is aided by the Innovative North Louisiana Experimental Therapeutics Program (INLET), established by the FWCC to facilitate cancer drug discovery and development directed by Dr. Glenn Mills and Dr. Anna Marie Dragoi.

A. Support for the Innovative North Louisiana Experimental Therapeutics (INLET) Program (INLET): Request \$175,000

The Feist-Weiller Cancer Center's (FWCC) **Innovative North Louisiana Experimental Therapeutics** program (INLET) consists of a multi-institutional partnership between Louisiana State University Health Sciences Center in Shreveport (LSUHSC-S) and a variety of Louisiana Universities, which include Louisiana State University Shreveport (LSU-S), Centenary College, University of Louisiana at Monroe School for Pharmacy (ULM), Louisiana Tech University in Ruston (LaTech), the Pennington Biomedical Research Center in Baton Rouge (PBRC), LSU-N.O., and Louisiana State University New Orleans in New Orleans (LSUHSC-N.O.). INLET at LSUHSC-S is focused on drug screening assay development, drug screening, drug design and delivery, and a variety of *in vitro* and *in vivo* models of cancer.

The long term goal of INLET is to discover, develop and market natural products and repurposed drugs which are used to treat one human disease and reposition them to treat other diseases in humans including (but not limited to): cancer, cardiovascular disease, diabetes, fungal infection, and neurological disorders. Repositioning drugs is a timely, cost effective trend in drug development, which can ultimately lead to new patents to replace expired ones, as well as lowering time to market, risks and investment costs necessary to commercialize a drug to treat a new indication. Each INLET partner brings a unique skill set which drives INLET'S progress. These skills include business plan development (LSU-S), medicinal chemistry (ULM, UNO, SRI), toxicology (ULM, SRI), technical expertise (Centenary), nanotechnology (LaTech), Biomedical research (LSUHSC NO & S) and drug formulation approaches (ULM, SRI). INLET has two cores affiliated with the Research Core Facility. The Screening



Core located in Room 7-339 in the Medical School and the Efficacy Core located in F6-12 and F6-13 in the BRI. Services include screening assay creation, high-throughput and high-content compound screening, basic research support, data management and analysis and hit to lead development. The INLET screening center is equipped with liquid handlers, robotic screening devices and high content, real time screening/assay platforms (Cellomics and the Essen BioScience IncuCyte). INLET also has a number of proprietary and reposition compound libraries available for screening.

The primary mission of INLET remains to assist investigators throughout the state generate preliminary data in order to help in their preparations of grant applications.

Currently, INLET is involved in a variety of projects and has helped investigators acquire millions of dollars in grant applications in the last few years (see below for details). The return on investment is now over 5 to 1. In addition, INLET has filled multiple patents in an attempt to develop a licensing stream of revenue. In the last year (2015-2016) INLET was involved in 13 projects out of which 10 are currently active projects. Most of these projects are primarily in cancer drug discovery and cancer metastasis but also in development of anti-fungals, antibacterials, neurological agents and agents that target diabetes. Since 2010, INLET has aided Investigators in acquiring grant funding for 17 grants totaling about **\$7M** with an additional **\$2.5M** pending for another 3 grants. The current Associate Director of INLET, Dr. Ana-Maria Dragoi is Principle Investigator (P.I.) on 2 proposals, co-P.I. on 3 proposals and INLET receives money for work done for all the remaining grants. Over 22 investigators have used Inlet in their research from 6 different institutions. This year INLET received its second sponsored research agreement with K94 Discoveries company. The work performed by INLET for the SRA resulted in a provisional patent application and the University is negotiating licensing the technology. INLET also holds a patent on a drug in both the US and Europe that targets inflammation pathways and may be useful for treatment of metastatic disease. We will out-license this technology as well. A number of other patents are under development both for drug discovery and proprietary assays. Research performed by INLET is supported primarily by the FWCC, Federal grant-based funds, contracts and company-sponsored research funds. INLET is also developing ties with business experts and pharmaceutical companies to aid in discovering and moving drugs from the discovery phase through commercialization. The long-range goals of the INLET are to generate a self-sustaining revenue stream and to foster translational research throughout Louisiana.

Based on our progress, business plans and increased staff, this year we request a total of \$175,000 to support personnel, travel to meetings, new equipment costs and repair, purchase supplies, purchase drug libraries, purchase computer hardware to store data and underwrite projects with a high probability of leading to extramural funding, licensing possibilities and/or to the commercialization of a treatment that could be used in the clinic. Part of the INLET budget will be used to fund natural product-based research needed to obtain critical preliminary data that can be used to apply for NCI grants and to start clinical trials.

B. Support for the FWCC Research Programs: Hormone Related Cancer Focus Group, Upper Aerodigestive Focus Group, Gene Expression and DNA Repair and Gene Expression Focus Group, Developmental therapeutics, and the Viral Oncology Program: Request \$150,000

Hormone Related Cancer Focus Group (HRCFG): The HRCFG is a multidisciplinary group of researchers from the clinical and basic sciences, formed with a common interest in and a desire to tackle the fundamental biological and clinical questions related to prevention and treatment of breast cancer. Dr. Hari Koul will direct this group and lead the efforts to develop focused multi investigator



teams to tackle breast and prostate cancer. Dr. Gary Burton and other clinicians guide the group in terms of clinical importance. Dr. Arrigo De Benedetti researches DNA repair and other enzymes that

cause breast cancer to become resistant to chemotherapy/radiotherapy. The Koul Laboratory is using a 3-dimensional model system for cancer cell culture to identify factors that cause progression of cancer as potential therapeutic targets. Dr. Koul is looking at targeting AR using new and novel agents. Some of the factors that the group is jointly analyzing include Rad9 and tousel-like kinase (DNA repair), Sirtuins (epigenetics), CXCR4 and ARRDC3 (tumor progression), EGFR, and Nrf2 (antioxidant defense). Finally, the group aims to identify new molecular targets that may aid in diagnosis and monitor therapeutic efficacy. In addition new targets may help define new treatment paradigms for Breast and prostate cancer.

Upper Aerodigestive Cancer Focus Group (UACFG): Dr. Cherie-Ann Nathan, Professor and head of the Department of ENT, heads this group. The UACFG focuses on combining innovative technologies in the clinic with molecular mechanisms of precancerous changes to further the clinical development of the switch from precancer to cancer of real time cellular visualization of the upper aerodigestive tract. One such technology, the confocal laser-induced endomicroscopy (CLE,) enables *in vivo*, real time visualization of the mucosa at a subcellular resolution of $\approx 1000x$ magnification. The group aims to establish molecular imaging with this technology and determine *in vivo* expression of epidermal growth factor receptor (EGF-R) in the mucosa using probe-based CLE (pCLE) and topically applied FITC-labeled antibodies. The budget requested for this year will be used to enhance this program further.

Viral Oncology Program: Viral Oncology Program: Dr. Andrew Yurochko Professor of Microbiology, heads this group. The viral oncology program focuses on the role that viruses play in initiation and progression of cancer and in the evolution of the tumor environment. Drs. Rona Scott, Martin Sapp, Jason Bodily and Cherie-Ann Nathan explore the synergism between human papillomaviruses and Epstein-Barr virus in the development of head and neck cancers. They will put the spotlight on the growing epidemic of oral cavity squamous cell carcinomas that is associated with these viruses. Dr. Andrew Yurochko's work on human cytomegalovirus has implications for cancer angiogenesis. In addition, he has recently been funded to explore the role of CMV in patients receiving bone marrow transplant. Dr. Scott is also helping to establish the new NextGen Sequencing Core that will be applied, amongst other uses, to identification of mutations in tumors of patients being treated at the FWCC. The greatest need for the next year is for stipend support for graduate students who invigorate the group and play an important role in moving research forward.

Gene Expression/DNA Repair Focus Group (GEDFRG): Dr. David Gross, Professor of Biochemistry and Molecular Biology, heads this group. The common thread tying together the Gene Expression/DNA Repair Focus Group is the conviction that chromatin – with its dynamic regulation and virtually limitless epigenetic complexity – significantly impacts upon gene transcription and DNA repair in cancer cells, thereby promoting cellular proliferation, invasiveness and metastasis characteristic of the malignant state. In this regard, two labs (Bodily and Scott) are seeking to understand how human tumor viruses (Epstein-Barr virus and papillomaviruses) induce epigenetic alterations to their own genomes as well as those of host cells. Such epigenetic modifications may regulate the expression of genes central to



the viral lifecycle and ultimately, to the oncogenic state of the infected cells. Dr. Gross is investigating the role of chromatin in the regulation of transcription, with particular focus on the Cyp19A1 gene that encodes the protein aromatase which directly contributes to the malignancy of the majority of breast cancers, and on a eukaryotic model of HSF1-regulated genes, whose counterpart in human cancers is driven by a transcriptional program distinct from heat shock to support the highly malignant state. In addition, research into how gene activation occurs in silent heterochromatin may lead to insights into strategies for reactivation of tumor suppressor genes inappropriately silenced by epigenetically marked chromatin. Finally, two labs (De Benedetti and Harrison) are studying the role of chromatin and epigenetic modification in regulating the repair of double-stranded DNA breaks. Money is requested to support collaborative group research efforts to generate preliminary data for Federal grant Submissions.

2. GRANTS & GRADUATE STUDENT STIPEND - BUDGET REQUEST \$642,000

LSUHSC-S has developed a system of peer-reviewed grants for graduate students working in cancer research laboratories. The FWCC has pledged to contribute to nine such grants (\$28,000/grant for a total of \$ 252,000 this year) for graduate students working in the laboratories of FWCC faculty. In addition, with the cuts in Federal research funding, successful laboratories are having increasing difficulties in supporting research efforts. We will fund bridging grants to help a FWCC faculty bridge to a successful new grant application. The last FY15 Legacy Budget supported 4 bridging grants for faculty, 2 of these have successfully been funded by the NIH (Dr. Jason Bodily and Dr. Andrew Yurochko for over \$5 Million). These bridging grant applications will be reviewed and ranked by the LSUHSC-S Research Advisory Committee. The FWCC Research advisory committee will then make the awards based on center needs and ranking. Maximum for any one grant will be \$75,000 a year renewable for up to three years. Three such grants totaling \$225,000 may be awarded and/or renewed in the current year. We will also fund Intramural grants for innovative new cancer research. These grants will be for up to \$75,000 for one year. The review process for all grants will be as described above.

We have recently begun a new program of "Mini-Grants". These encourage faculty to explore new cancer research ideas. Small seed grants of \$5,000 to \$10,000 each for a total annual support of \$50,000 are meant to cover supply costs to experimentally test these new hypotheses and see if they are worthy of future study. In the current year, two of these awards have led to NIH grant applications. We will continue to support a new Breast Imaging Fellowship program for \$35,000. The Breast Imaging Fellowship position will be a twelve-month appointment beginning July 1st and ending June 30th of each academic year. The salary will follow the LSUHSC Department of Graduate Medical Education House Officer salary for a PGY6 position. The breast fellow will work under the direct supervision of the Breast Imaging Staff in their designated location, which may include, but is not limited to, Feist Weiller Cancer Center, LSU Ambulatory Care Center, University Hospital, Partners in Wellness, and FWCC Mobile Mammography Unit. Daily work schedule, vacation days, and sick leave will follow the schedule of the Radiology residents. This is subject to change at the discretion of the Director of the Breast Imaging Fellowship, in accordance with all ACR and ACGME regulations.



Lastly to promote Translational Research, we will award, travel grants up to \$20,000 annually to faculty and postdocs who submit their research for presentation at the American Association for Cancer Research (AACR).

Nine FWCC Graduate Fellowships		\$252,000
Bridging Grants		\$225,000
• Dr. Arrigo DeBenedetti Bridging Grant - Year 3/3	\$75,000	
• Dr. Martin Sapp Bridging Grant - Year 3/3	\$75,000	
• New Award	\$75,000	
Intramural Grants (postdoctoral awards)		\$ 60,000
Mini Grants		\$ 50,000
Breast Imaging Residency Program		\$ 35,000
AACR Translational Research Workshop		\$ 20,000

3. VISITING SCIENTIST PROGRAM – BUDGET REQUEST \$50,000

The FWCC sponsor a visiting scientist program. Leading scientists in various fields of cancer research will be invited to visit our campus and deliver seminars in their area of expertise. They will also meet with the faculty on an individual basis to facilitate collaboration and growth in knowledge of cancer research processes and to develop collaborative research ideas. Funds will be used for an honorarium, travel expenses and faculty/guest dinner expenses. External advisors to the FWCC will also be funded with these dollars.

4. FWCC INFRASTRUCTURE – BUDGET REQUEST \$825,000

The FWCC has funded entirely or in part various infrastructures vital to the translational and clinical cancer research interests of its faculty. While much of these infrastructures are perpetuated by grants, contracts, and fees some require additional support and we are requesting continuing support at \$825,000 for critical equipment, supplies and staffing needs.

Clinical Research Core facility \$325,000

The FWCC has the largest Clinical Research operation at LSUHSC-S. Changes in IRB and federal regulations have required an expansion of the number of personnel to allow for compliance with the new regulations and to meet the requirements of our ongoing NCI/NCORP grant. Funding will be used to fund salaries of clinical research staff, mandatory training, supplies, equipment (including computers), certification programs and travel to cancer research meetings.

Research Equipment \$ 75,000

The requested amount will be used to repair and replace old cancer research equipment as needed.



FWCC Faculty, Staff and Trainee Research Support

\$325,000

FWCC Faculty, Staff and Trainee Research Support to include: travel to national meetings to present research results, visiting professorships other than those listed above, faculty research salary supplements, administrative supplements, travel to obtain research training or to be involved in development of new research projects, publication costs, new cancer related research equipment training needs and other unforeseen expenses related to cancer research.

Infrastructure Expansion

\$100,000

Funds will be reserved for any new infrastructure expansion needs for FY 2017. These may include new or replacement equipment, lab remodeling or research core lab support.

5. SEED PACKAGES – BUDGET REQUEST \$985,000

In order to recruit top-notch faculty, we must offer seed packages to enable them to establish a research program/laboratory. Seed packages range from \$50,000 – \$500,000 a year depending on the seniority of the faculty and the prior success of their research program. The following are requests for this year.

Dr. Yu (year 3 of 3)	\$150,000
Dr. Dragoi (year 3 of 3)	\$100,000
Dr. Koshy (year 1 of 3)	\$150,000
Dr. Georgescu (year 1 of 3)	\$ 75,000
Dr. Weinberger (year 1 of 3)	\$ 50,000
Dr. El-Osta (year 4 of 4)	\$115,000
TBD	\$300,000

6. TUMOR GENOME SEQUENCING LABORATORY – BUDGET REQUEST \$150,000

Cancer care and research is entering a new era – one of **Personalized Oncology**. We now have sequenced the entire human genome. A by-product of this research has been the development of new technology to quickly and relatively cheaply sequence the entire genome of a patients' cancer. We can tell exactly what genetic changes have occurred to cause an individual's cancer. Thus we can rapidly predict what chemotherapy drug or combination of drugs may have benefit in fighting that patient's cancer. This technology will allow us to design clinical research protocols that will specifically target these mutations. We are combining our research results on these cancers with drug screening in the INLET program to find new agents to treat cancer. We have expanded the Next-Generation sequencing equipment, computers and software to run the program, and provided for one Research Technician to process and analyze the specimens. The budget includes the analysis of 150 cancer samples. As well we have added new equipment to the FWCC cancer core research facility on the 6th floor of the BRI to analyze cancer DNA in the blood. Drs. Rodney Shackleford, Robert Chervinak, Hong Yin, Adam Greer, Ellen Friday and Rona Scott are supervising use. The ability to study the whole cancer genome will enhance the research efforts of the FWCC basic research faculty. This technology is free of charge to all faculty of the FWCC for their research needs. This year we will continue to expand these technologies use and enhance data analysis.



The requested amount this year will be used as follows:

- | | |
|--|-----------|
| a) Research Technician III - salary. | \$ 60,000 |
| b) Research related travel to meetings and training, supplies, computers software, networkable hard drives, equipment maintenance/repair, new equipment, & other unforeseen expenses related to cancer research. | \$ 90,000 |

7. BIOINFORMATICS AND HEALTH INFORMATION TECHNOLOGY RESEARCH CORE FACILITY – BUDGET REQUEST \$ 200,000

Bioinformatics and Health Information Technology (HIT) are key tools needed in the analysis of cancer information and data both in the modern genomics cancer laboratories (Bioinformatics) and in the analysis of clinical patient data abstracted from the modern Electronic Health Records (HIT). Unfortunately, both FWCC and LSUHSC do not have the necessary infrastructure in place to help our basic and clinical researchers conduct these types of analysis. Results of the cancer research in our new Human Tumor Genome Sequencing lab will generate enormous amounts of data (320GB data per sample). We must develop the expertise to analyze this data. Currently we are collaborating with bioinformatics/computer faculty at LSUS to assist us but we will need extra capacity with this project. As well, we have recently implemented the new EPIC EHR in our hospital and at EA Conway hospital. It is vital that we have the capacity to “mine” this data at both centers. This will be important in obtaining data in our current and future clinical research projects, studying cancer trends, care and health related expenses. These funds will be used to establish this new research core in the Cancer Control and Prevention section of the FWCC. Funds will be used to hire faculty/employees, supplies, computers, travel and other unforeseen expenses.

The requested budget will be used as follows:

- | | |
|--|-----------|
| a) Salaries | \$185,000 |
| b) Computer servers for data analysis and data storage, computer related supplies, & travel. | \$ 15,000 |

8. SPECIAL SEED PACKAGE REQUEST (year 5 of 5) – BUDGET REQUEST \$500,000

Dr. Cherie-Ann Nathan has been recruited to be the new Chair of the Department of ENT on our campus. The FWCC agreed to a seed package of \$500,000 per year for 5 years.

9. PARTNERS IN WELLNESS (PIW) SUPPORT – BUDGET REQUEST \$150,000

PIW is our cancer screening and prevention program. The program now offers a clinic in Shreveport and 2 mobile vans that serve over 40 locations in North and Central Louisiana. Free cancer screening services offered include breast cancer screening using mammography and ultrasound, cervical cancer screening, prostate cancer screening, and Head & Neck cancer screening. We expanded our program last year and moved to a new modern location in Shreveport. We have also expanded the screening programs offered, beginning a lung cancer screening program using the University Health facility. A new van has been renovated and will allow us to offer free cancer screening to more areas of our state.



Additionally, we have begun a new genomics program to assess for biomarkers that may enhance the accuracy of current cancer screening modalities. Plans in the new year include the addition of a health wellness and nutritional educational program in the rural areas and expansion of the genomics biomarker program. Funds will be support these new efforts as outlined above.

10. BIOREPOSITORY SUPPORT – BUDGET REQUEST \$100,000


Our Biorepository is continuing to grow. Budget will be used to support acquisition of new equipment, supplies, travel of key personnel to national meetings related to biorepositories and renovations as needed.


11. MEDICAL SCHOOL OFFICE OF RESEARCH SUPPORT – BUDGET REQUESTED \$800,000

We will continue to support cancer research related expenses of the Office of Research. Cancer Research is approximately 50% of Research on our campus. This budget will provide for salary support of personnel in the office, office expenses and for the graduate students who are involved in cancer related research in the department of Biochemistry and Microbiology.



Feist-Weiller Cancer Center
LSU Health Sciences-Shreveport

Approved:  5/23/16
Glenn M. Mills, MD, FACP
Professor of Medicine
Director, Feist-Weiller Cancer Center
Date

Approved:  6/3/16
Ghali E Ghali, MD, DDS, FACS
Chancellor, LSU Health Sciences Center-Shreveport
Date

Approved:  6/8/15
LSU Health Sciences Foundation in Shreveport
By Robert G. Pugh, Jr., Chairman of the Board
Date



Request from the Pennington Biomedical Research Center to Approve the Transfer of Buildings, Furnishings, Other Immovable Property and Maintenance Reserve Accounts held by the Pennington Medical Foundation to the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College

To: Members of the Board of Supervisors

Date: June 24, 2016

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

A.2 Transfer of Title to Immovable Property: The transfer of title or ownership to any immovable property to or from the Board, whether by sale, assignment, donation, or other mechanism.

1. Summary of Matter

The Pennington Medical Foundation (herein “Pennington Medical Foundation” or the “Trust”) is a support organization for the Pennington Biomedical Research Center (herein “PBRC”). The Trust has utilized the Trust funds for the construction and maintenance of buildings for use by PBRC. The Pennington Medical Foundation would like to transfer to the LSU Board of Supervisors all buildings, furnishings and other immovable property currently owned by the Trust, including, but not limited to its interests in the following:

- 1) Basic Science Building (187,000 square feet) Lab Building “L” located at 6400 Perkins Road, and all furnishings located therein;
- 2) Clinical Research Expansion Phase I (15,000 square feet) located at 6400 Perkins Road, and all furnishings located therein;
- 3) Improvements to Conference Center (22,000 square feet) Rooms G3001, G3008 and G3013, located at 6400 Perkins Road, and all furnishings located therein; and
- 4) All other structures located at 6400 Perkins Road and not previously transferred by Pennington Medical Foundation to the LSU Board.

The Trust will also transfer the maintenance reserve accounts associated with the above listed buildings for the continued maintenance of the donated property. The transfer of the buildings, furnishings and other immovable property is part of a process that will transfer mineral interests to the LSU Board of Supervisors in a separate transaction.

In addition, multiple leases of properties and structures by the LSU Board to the Trust were entered into to allow the construction of the facilities. There are also leases of those constructed facilities from the Trust to the LSU Board that were entered into upon completion of the facilities. All of those leases will be cancelled at the time of the execution of the Act of Donation.

2. Review of Business Plan

N/A

3. Fiscal Impact

PBRC has been utilizing all of the above described property since completion of the construction of the facilities and has been paying all of the expenses for those facilities other than the insurance costs. PBRC will begin paying the insurance on these facilities upon their transfer to the LSU Board. The insurance costs paid by the Trust on these properties has been approximately \$80,000.00 per year. However, PBRC also had been paying lease rental to the Trust of approximately \$98,000.00 per year, and that amount will no longer be paid upon transfer of the facilities to LSU.

4. Description of Competitive Process

N/A

5. Review of Legal Documents

The Office of the General Counsel has reviewed the attached document.

6. Parties of Interest

LSU Board of Supervisors, Pennington Biomedical Research Center, Pennington Medical Foundation.

7. Related Transactions

As noted above, it is intended that mineral interests owned by the Trust will be transferred to the LSU Board of Supervisors in a separate transaction. Also, the Maintenance Reserve Accounts for the facilities will be transferred by the Trust to the LSU Board.

8. Conflicts of Interest

None

ATTACHMENTS

- I. Act of Donation – available on the Board of Supervisors’ website

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize F. King Alexander, President of LSU, or his designee, to execute an Act of Donation transferring certain buildings, furnishings, other immovable property, and the associated maintenance reserve accounts from the Pennington Medical Foundation to the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, and to accept ownership of the property described therein.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize F. King Alexander, President of LSU, or his designee, to execute any and all termination documents related to leases of the facilities to be transferred by Pennington Medical Foundation to the LSU Board and related to leases by the LSU Board to Pennington Medical Foundation of the land on which those facilities are located.

BE IT FURTHER RESOLVED that F. King Alexander, 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 State University and Agricultural and Mechanical College to make any changes to the Act of Donation and to the lease terminations that he deems to be in the best interest of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and to accept the Maintenance Reserve Accounts established to support the facilities to be transferred by Pennington Medical Foundation to the LSU Board.

ACT OF DONATION**STATE OF LOUISIANA****PARISH OF EAST BATON ROUGE**

BE IT KNOWN that on the date set forth herein below, before the undersigned Notaries Public, duly commissioned and qualified in and for said Parish and State, and in the presence of the subscribing witnesses, personally came and appeared:

PENNINGTON MEDICAL FOUNDATION, a Louisiana non-profit trust organized and existing under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge (“Donor”), appearing through Paula Pennington de la Bretonne, its duly authorized chairman (“Representative”),

who, through its undersigned Representative, being first duly sworn, did declare that, for and in consideration of Donor’s interest in the furtherance of the research mission of the “Donee” (defined below), and in further consideration of the terms, covenants, and provisions set forth in the following agreements between Donor and Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“Donee”) to wit:

1. Lease Agreement by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and Pennington Medical Foundation, dated effective July 11, 2001, and recorded in the records of East Baton Rouge Parish, Louisiana, as Original 854, Bundle 11247, and all amendments thereto including, but not limited to, a Third Amendment to Lease Agreement recorded in the records of East Baton Rouge Parish as Original 298, Bundle 12251 (herein the “Lease Agreement”), pursuant to which Donee leased to Donor the property described in said Lease Agreement upon which Donor constructed various improvements including the “Basic Sciences Building (187,000 SQ. FT.) Lab Bldg. ‘L’” (herein “Basic Science Building”) as shown on Exhibit “A” hereto;
 2. Ground Lease Agreement for Construction of Clinical Research Expansion - Phase I by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and Pennington Medical Foundation, executed February 10, 2005, with respect to which a Memorandum of Lease was recorded in the records of East Baton Rouge Parish, Louisiana, as Original 681, Bundle 11693, and all amendments thereto (herein the “Ground Lease”) pursuant to which Donee leased to Donor the property described in said Ground Lease Agreement, upon which Donor constructed various improvements including the “Clinical Research Expansion Phase I (15,000 SQ. FT.) (herein “Clinical Research Building”), as shown on Exhibit “A” hereto;
- and
3. Lease Agreement for Improvements to Conference Center by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and Pennington Medical Foundation, executed effective February 10, 2005, and all

amendments thereto (herein the “Lease Agreement for Improvements to Conference Center”), pursuant to which Donee leased to Donor the property described in the Lease Agreement for Improvements to Conference Center upon which Donor constructed various improvements including the “Improvements to Conference Center (2200 SQ. FT.), Rooms G3001, G3008 & G3013” (the “Conference Center Rooms”), as shown on Exhibit “A” hereto;

(the “Basic Sciences Building,” “Clinical Research Building,” and “the Conference Center Rooms” together are referred to herein as the “Buildings;” and all of the land/immovable property covered by the above described leases is herein referred to as the “Leased Property,” which Leased Property is a portion of that certain tract or parcel of ground containing 237.22 acres as more particularly described herein below and on Exhibit “B” hereto),

Donor does by these presents irrevocably give, grant, confirm, and donate all of its right, title and interest without any warranty of title, but with full substitution and subrogation in and to all the rights and actions of warranty which it has or may have against all preceding owners and vendors unto:

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE, a public constitutional corporation, organized and existing under the laws of the State of Louisiana, herein represented by F. King Alexander, President of Louisiana State University, duly authorized, with the mailing address of 3810 West Lakeshore Drive, Baton Rouge, Louisiana, 70808 (Federal Identification No. 72-06000848) (herein referred to as “Donee”);

all of the following described property, the possession and delivery of which Donee acknowledges, to-wit:

1. The Buildings, including, except as provided below, all furnishings, structures, and equipment acquired, constructed or owned by Donor and located on or in the Leased Property or the Buildings including particularly, but not limited to the items reflected on Exhibit “C” hereto; provided, however, there is specifically excluded from this donation all of the furniture, fixtures and equipment described on Exhibit “D” hereto, and located in that portion of the Pennington Conference Center described as “Pennington Medical Foundation Office Suite Building ‘G’” on Exhibit “E” hereto; and
2. All improvements constructed or owned by the Donor including, but not limited to, construction of any infrastructure and parking lots, located on that certain tract or parcel of ground containing 237.22 acres, and more particularly described on Exhibit “B” hereto,

(collectively the “Donated Property”) to have and to hold said Donated Property unto said Donee, its successors and assigns, forever.

It is further agreed and acknowledged that this donation is subject to that certain Agreement of Lease for Living Quarters Building, Pool, Land, and a Portion of Conference Center by and between Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and Pennington Medical Foundation as said Agreement of Lease was amended by an Amendment to Agreement of Lease executed on August 18 and August 23, 2006, and as amended by Amendment No. 2 to Agreement of Lease executed on June 10, 2011 and June 24, 2011.

This donation is made for the benefit of Pennington Biomedical Research Center and is given and accepted subject to any and all restrictions, servitudes, and other matters of record affecting the Donated Property. No title examination has been requested from or provided by the undersigned Notary, and descriptions of said Donated Property and Property are provided by the Parties.

DONOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE CONDITION OF THE DONATED PROPERTY, THE FITNESS OF THE DONATED PROPERTY, FOR ANY PURPOSE OR INTENDED USE, THE PRESENCE OR ABSENCE OF ENVIRONMENTAL CONTAMINATION, OR THE COMPLIANCE OF THE DONATED PROPERTY WITH ANY LAWS, RULES OR REGULATIONS, ALL OF WHICH WARRANTIES ARE HEREBY WAIVED BY DONEE.

AND NOW INTO THESE PRESENTS, comes Dr. F. King Alexander in his capacity as President of Louisiana State University, who, with gratitude, accepts this donation of the Donated Property on behalf of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College for the benefit of Pennington Biomedical Research Center.

FURTHERMORE, in consideration of the Foundation's having met its substantial and material obligation under the above-described lease agreements, the Parties hereto do terminate (1) the Lease Agreement, (2) the Ground Lease Agreement for Construction of Critical Research Expansion – Phase I, and (3) the Lease Agreement for Improvements to Conference Center and all amendments to each of these three leases in their entirety, excepting only the parties' respective obligations to satisfy any obligations that said Agreements specifically provide shall survive termination thereof.

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[SIGNATURE PAGE FOR ACT OF DONATION BETWEEN PENNINGTON MEDICAL FOUNDATION AND BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE]

THUS DONE AND PASSED in the presence of the undersigned witnesses, who have hereunto signed their names with Paula Pennington de la Bretonne, as Donor’s duly authorized Chairman, and me, Notary Public, on this ____ day of _____, 201__.

WITNESSES:

PENNINGTON MEDICAL FOUNDATION

By: _____
Paula Pennington de la Bretonne,
Chairman

NOTARY PUBLIC

THUS DONE AND PASSED in the presence of the undersigned witnesses, who have hereunto signed their names with F. King Alexander as the duly authorized President of Louisiana State University acting on behalf of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and me, Notary Public, on this ____ day of _____, 201__.

WITNESSES:

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

By: _____
F. King Alexander, President of LSU

NOTARY PUBLIC

EXHIBIT "A"
TO
ACT OF DONATION
Property Description

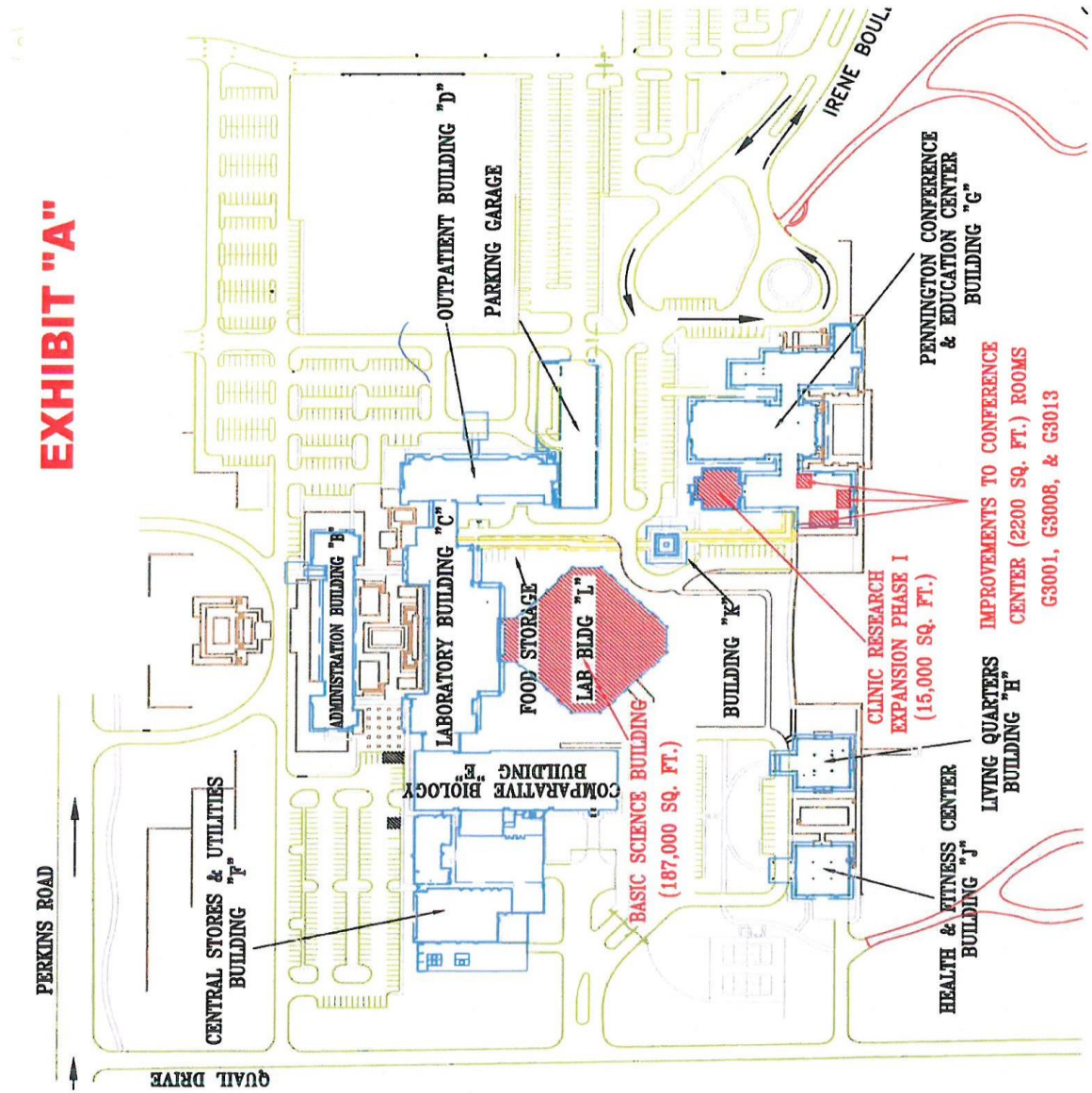


EXHIBIT "B"
TO
ACT OF DONATION

One (1) certain tract or parcel of ground containing 237.22 acres, more or less, being situated in Section 42, Township 7 South, Range 1 East, East Baton Rouge Parish, Louisiana, said tract being more particularly described as follows:

Beginning at a point at the intersection of the northwesterly side of the right-of-way for Kenilworth Parkway and the northeasterly sideline of the Gulf States Utilities' property coinciding with the Recovered Old Down BW Fence Along Property Line; thence N 62°22'59" W, a distance of 1,323.62 feet to a point and corner to a set 1½" iron pipe at a point and corner; thence N 25°58'01" E a distance of 491.33 feet to a set 1½" iron pipe and point and corner; thence N 62°04'13" W a distance of 1,646.7 feet along a Recovered Old Fence Line in Trees to a recovered 1/2" iron pipe set in concrete monument and point and corner; thence along the southeasterly right of way line of Quail Drive to the intersection of the southerly right of way line of Perkins Road with the southeasterly right of way line of Quail Drive to a point and corner; thence along the southwesterly right-of-way of Perkins Road to a point and corner which intersects with the northwesterly right of way of Kenilworth Parkway; thence in a southwesterly direction along the northwesterly right-of-way of Kenilworth Parkway to the Point of Beginning. Said tract being more particularly described on a map entitled, "Map Showing Survey of the N.W. and S.W. Perimeters of the La. State Univ. Agricultural Experimental Station located in Section 42, T-7-S, R-1-E, Greensburg Land District, East Baton Rouge Parish, Louisiana, for Louisiana State University." Dated January 19, 1976 and prepared by James M. Theriot, Registered Land Surveyor, attached hereto and made a part hereof as Exhibit "B."

LESS AND EXCEPT:

- (1) That certain tract or parcel of ground, situated in the Third Ward of East Baton Rouge Parish, Louisiana, containing 8.774 acres, and being located in Section 42, T7S, R1E, Greensburg Land District of Louisiana, and being a portion of the property of Lessor formerly known as "Quail Hatchery," all as shown on a plat of survey made by the Office of Public Works, Department of Transportation and Development, dated May, 1984, entitled "Platt (sic) Showing an 8.774 Acre Tract of Land to be Leased by the Louisiana Department of Wildlife and Fisheries from Louisiana State University," the said 8.774 acre tract being more particularly described as follows:

Commencing at iron pipe marking the southwest corner of Louisiana State University property, located approximately 3,000 feet southwest of the intersection of Quail Drive and Perkins Road, thence proceed N 42°48'00"

E, a distance of 428.72 feet, to a 1/2" iron pipe, thence S 47°21'04" E, a distance of 125.95 feet to a 1/2" iron pipe located on the east side of an easement for the Christian Life Fellowship Academy, for POINT OF BEGINNING, thence proceed N 02°06'00" W a distance of 36.70 feet, to 1/2" iron pipe located on an easement for the Christian Life Fellowship Academy, thence N 42°48'00" E a distance of 127.36 feet to a point and corner marked by 1/2" iron pipe and located on the south right of way line of Quail Drive Exit, then S 62°30'07" E, a distance of 28.41 feet to a point and corner, marked by a 1/2" iron pipe located on the east right of way line of Quail Drive, thence N 42°48'00" E. a distance of 60 feet to a point and corner marked by a 1/2" iron pipe located on the east right of way line of Quail Drive, thence N 37°57'00" W, a distance of 24.07 feet to a point and corner marked by a 1/2" iron pipe located on the west right of way line of Quail Drive, thence in a generally northerly direction along the arc of a curve having an arc length of 67.72 feet and chord of S 01°31'14" W 62.66 to a 1/2" iron pipe located on the east right of way line of Quail Drive, thence N 40°59'29" E, a distance of 81.95 feet to a point marked by a 1/2" iron pipe located on the east right of way of Quail Drive, thence N 42°48'00" E, a distance of 30.69 feet to a point and corner marked by a 1/2" iron pipe and located on the east right of way line of Quail Drive, thence S 49°47'28" E, a distance of 316.28 feet to a concrete monument, thence S 47°21'31" E, a distance of 565.18 feet to a concrete monument, thence S 00°05'00" E, a distance of 316.91 feet to a concrete monument located at a point and corner, thence S 89°54'57" W, a distance of 243.60 feet to a concrete monument located at a point and corner, thence N 47°21'04" W, a distance of 852.07 feet to a 1/2" iron pipe which point is the POINT OF BEGINNING all as is more fully shown on said map.

- (2) A certain tract or parcel of land containing 5.3246 acres and situated in the Parish of East Baton Rouge, State of Louisiana, and being more fully described as shown on that certain "Map Showing Remaining Portion of LSU Property Lying Between Pollard Estates Subdivision on the West, Louisiana Wildlife & Fisheries on the North and Christian Life Fellowship on the South; located in Section 42, T7S, R1E Greensburg Land District of Louisiana, East Baton Rouge Parish, Louisiana for Christian Life Fellowship," and being more particularly described as follows:

Commencing at the Southeast corner of Pollard Estates Subdivision; proceed S 62°09' E, a distance of 103.55 feet to the POINT OF BEGINNING; thence proceed N 42°54' E, a distance of 128.11 feet to a point and corner; thence proceed N 87°54' E, a distance of 141.42 feet to a point and corner; thence proceed N 42°54' E, a distance of 100.00 feet to a point and corner; thence proceed N 2°06' W, a distance of 104.72 feet to a point and corner; thence proceed S 47°15'04" E, A distance of 852.07 feet to a point and corner; thence proceed S 31°16'07" W, a distance 162.84

feet to a point and corner; thence proceed N 62°09' W, a distance of 939.37 feet to the POINT OF BEGINNING.

- (3) That certain tract or parcel of land containing approximately 26.61 acres and being bound on the northeasterly sideline by the southerly side of the right of way of Perkins Road and on the northwesterly sideline by the easterly side of the right of way of Quail Drive, extending a distance of approximately 1,380 along the southerly side of the right of way of said Perkins Road and approximately 840 feet along the easterly side of the right of way of said Quail Drive, with the southeasterly and southwesterly property lines parallel and equal to the respective northeasterly and northwesterly property lines, so as to form a rectangle containing approximately 26.61 acres (on which is situated the Pennington Biomedical Research Center (hereinafter "PBRC") facility at 6400 Perkins Road, Baton Rouge, Louisiana).
- (4) That certain tract or parcel of land containing approximately 4.5 acres and being bound on the northeasterly sideline by the southerly side of the right of way of Perkins Road and on the southeasterly sideline by the northwesterly side of the right of way of Kenilworth Parkway, extending a distance of approximately 340 feet along the southerly side of the right of way of said Perkins Road and approximately 530 feet along the northwesterly side of the right of way of said Kenilworth Parkway, with the northwesterly and southwesterly property lines of said tract parallel and equal to the respective northeasterly and northwesterly property lines, so as to form a rectangle containing approximately 4.5 acres.

EXHIBIT "C"
TO ACT OF DONATION

Pennington Medical Foundation						
Moveable Assets Donated						
As of December 31, 2015						
Asset No.	Asset Description					Acquisition Date
000001	7-Unit Cubicle (2)					12/07/03
000002	7-Unit Cubicle (2)					12/07/03
000003	7-Unit Cubicle (2)					12/07/03
000004	7-Unit Cubicle (2)					12/07/03
000005	Double Cubicles - Mixed (Ns & Is) (6)					12/07/03
000006	Double Cubicles - Mixed (Ns & Is) (6)					12/07/03
000007	Double Cubicles - Mixed (Ns & Is) (5)					12/07/03
000008	Double Cubicles - Mixed (Ns & Is) (5)					12/07/03
000009	6-Unit Cubicle					12/07/03
000010	6-Unit Cubicle					12/07/03
000011	6-Unit Cubicle					12/07/03
000012	6-Unit Cubicle					12/07/03
000013	3-Unit Cubicle (2)					12/07/03
000014	3-Unit Cubicle (2)					12/07/03
000015	Double Cubicles - Mixed (Ns & Is) (4)					12/07/03
000016	Double Cubicles - Mixed (Ns & Is) (4)					12/07/03
000017	Double Cubicles - Exactly Alike (Ns) (4)					12/07/03
000018	Double Cubicles - Mixed (Ns & Is) (3)					12/07/03
000019	Double Cubicles - Exactly Alike (Ns) (3)					12/07/03
000020	Double Cubicle					12/07/03
000021	Triple Cubicle Unit					12/07/03
000022	Triple Cubicle Unit					12/07/03
000023	Triple Cubicle Unit					12/07/03
000024	Triple Cubicle Unit					12/07/03
000025	Triple Cubicle Unit					12/07/03
000026	Triple Cubicle Unit					12/07/03
000027	Triple Cubicle Unit					12/07/03
000028	Triple Cubicle Unit					12/07/03
000029	Single Unit Cubicle (3)					12/07/03
000030	Single Unit Cubicle (3)					12/07/03
000031	Quad Cubicle					12/07/03
000032	Double Cubicles - Alike (2)					12/07/03
000033	3-Unit Cubicle					12/07/03

000034	3-Unit Cubicle	12/07/03
000035	Double Cubicles - Mixed (Ns & Is) (2)	12/07/03
000036	Double Cubicles - Exactly Alike (Ns) (2)	12/07/03
000037	Double Cubicles - Alike (N) (2)	12/07/03
000038	Double Cubicles - Alike (N) (2)	12/07/03
000039	Double Cubicle	12/07/03
000040	Double Cubicles - Exactly Alike (Ps) (2)	12/07/03
000041	Desk	12/07/03
000042	Double Cubicle	12/07/03
000043	Desk	12/07/03
000044	Desk	12/07/03
000045	Desk	12/07/03
000046	Desk	12/07/03
000047	Desk	12/07/03
000048	Desk	12/07/03
000049	Desk	12/07/03
000050	Desk	12/07/03
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000059	Desk	12/07/03
000060	Desk	12/07/03
000061	Desk	12/07/03
000062	Desk	12/07/03
000063	Desk	12/07/03
000064	Desk	12/07/03
000065	Double Cubicles - Exactly Alike (Is)	12/07/03
000066	Double Cubicles - Exactly Alike (Is)	12/07/03
000067	Desk	12/07/03
000068	Desk	12/07/03
000069	Desk	12/07/03
000070	Desk	12/07/03
000071	Desk	12/07/03
000072	Desk	12/07/03
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000077	Desk	12/07/03
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000080	Desk	12/07/03
000081	Desk	12/07/03
000082	Desk	12/07/03
000083	Desk	12/07/03
000084	Desk	12/07/03
000085	Desk	12/07/03
000086	Desk	12/07/03
000087	Double Cubicles - Alike (N)	12/07/03
000088	Double Cubicles - Alike (N)	12/07/03
000089	Single Unit Desk (2)	12/07/03
000090	Single Unit Desk (2)	12/07/03
000091	Single Unit Desk (2)	12/07/03
000092	Single Unit Desk (2)	12/07/03
000093	Single Unit Desk (2)	12/07/03
000094	Desk	12/07/03
000095	Desk	12/07/03
000096	Desk	12/07/03
000097	1-Unit Cubicle	12/07/03
000098	1-Unit Cubicle	12/07/03
000099	Single Unit Desk (P)	12/07/03
000100	Single Unit Desk (P)	12/07/03
000101	Single Unit Desk (P)	12/07/03
000102	Single Unit Desk (O)	12/07/03
000103	Single Unit Desk (O)	12/07/03
000104	Single Unit Desk (O)	12/07/03
000105	Table (3)	12/07/03
000106	Chair (64)	12/07/03
000107	File Cabinet w/wood top - 4 dwr 1 shelf (46)	12/07/03
000108	File Cabinet - 3 dwr w/ganged common top (82)	12/07/03
000109	File Cabinet - 4 dwr 1 shelf (67)	12/07/03
000110	File Cabinet - 3 dwr 18x36x41 (8)	12/07/03
000111	File Cabinet - 3 dwr 18x30x41 w/common top (16)	12/07/03
000112	File Cabinet - 2 dwr 18x36x28 w/common top (8)	12/07/03
000113	File Cabinet - 3 dwr 18x36x41 w/wood top	12/07/03
000114	Chair - Executive (71)	12/07/03
000115	Lab Stool (266)	12/07/03

000116	Chair - Leather (156)	12/07/03
000117	Chair (116)	12/07/03
000118	Tackboards - Attached to Lab Cubes (168)	12/07/03
000119	Sectional Seating (4)	12/07/03
000120	Ottoman (8)	12/07/03
000121	Design Link Table (4)	12/07/03
000122	Visual Board (42)	12/07/03
000123	Bookshelf - 5 Shelf (84)	12/07/03
000124	Bookshelf - 3 Shelf (6)	12/07/03
000125	Keilhauer Guest Chair (82)	12/07/03
000126	Conference Table - Large w/AV	12/07/03
000127	Conference Table - Small w/AV	12/07/03
000128	Conference Table - Small (4)	12/07/03
000129	Credenza	12/07/03
000130	Source Conference Chair - Mid Back (50)	12/07/03
000131	Keilhauer Stacking Chairs (w/; w/out arms) (60)	12/07/03
000132	KI Stacking Arm Chair (104)	12/07/03
000133	KI Multi-Purpose Table (21)	12/07/03
000134	KI Multi-Purpose Table (41)	12/07/03
000135	Table Truck (2)	12/07/03
000136	Chair Dolly (2)	12/07/03
000137	Exterior Table (10)	12/07/03
000138	Exterior Chair (40)	12/07/03
000139	Propeller Column Base Table (8)	12/07/03
000140	Propeller Training T-Leg Table (4)	12/07/03
000141	High Back Settee (8)	12/07/03
000142	Lounge Chair (12)	12/07/03
000143	Design Fees	12/07/03
000144	Scotsman Ice Machine	09/26/03
000145	Laser Jet 2300L Laser Printer	12/04/03
000146	500 Sheet Tray Unit	12/03/03
000147	Sony Portable LCD Projector	12/02/03
000152	Laminar Flow Bench	02/09/04
000153	Laminar Flow Bench	02/09/04
000154	Laminar Flow Bench	02/09/04
000155	Laminar Flow Bench	02/09/04
000156	Laminar Flow Bench	02/09/04
000157	Laminar Flow Bench	02/09/04
000158	Laminar Flow Bench	02/09/04
000159	Laminar Flow Bench	02/09/04
000160	Laminar Flow Bench	02/09/04

000161	Laminar Flow Bench	02/09/04
000162	Laminar Flow Bench	02/09/04
000163	Laminar Flow Bench	02/09/04
000164	Laminar Flow Bench	02/09/04
000165	Laminar Flow Bench	02/09/04
000166	Laminar Flow Bench	02/09/04
000167	Laminar Flow Bench	02/09/04
000168	Napkin Dispenser	02/09/04
000169	Air Sensors/Data Jacks	03/31/04
000170	Thermal Cycler	01/20/04
000171	5417R Centrifuge	01/20/04
000172	5810R Centrifuge	01/20/04
000173	Universal Microplate Reader	01/22/04
000174	Thermal Cycler	01/23/04
000175	Spectrophotometer	01/23/04
000176	Upright Freezer	01/26/04
000177	Gel Doc System	01/30/04
000178	Laser Jet 2300L Printer	02/03/04
000179	Laser Jet 2300L Printer	02/03/04
000180	Water Bath/PH Meter Kit	01/20/04
000181	Optiplex SX270 Computer	01/01/04
000182	Optiplex SX270 Computer	01/01/04
000183	Optiplex SX270 Computer	01/01/04
000184	Ultralow Freezer	01/21/04
000185	Ultralow Freezer	01/21/04
000186	Ultralow Freezer	01/21/04
000187	Ultralow Freezer	01/21/04
000188	Ultralow Freezer	01/21/04
000189	Ultralow Freezer	01/21/04
000190	Ultralow Freezer	01/21/04
000191	Ultralow Freezer	01/21/04
000192	Ultralow Freezer	01/21/04
000193	Ultralow Freezer	01/21/04
000194	Ultralow Freezer	01/21/04
000195	Ultralow Freezer	01/21/04
000196	Ultralow Freezer	01/21/04
000197	Ultralow Freezer	01/21/04
000198	Ultralow Freezer	01/21/04
000199	Ultralow Freezer	01/21/04
000200	Heated Orbital Shaker Incubator	01/21/04
000201	Pharmaceutical Refrigerator	01/21/04
000202	Pharmaceutical Refrigerator	01/21/04
000203	Incubator with UV Light	01/21/04
000204	Incubator with UV Light	01/21/04

000205	Incubator with UV Light	01/21/04
000206	Incubator with UV Light	01/21/04
000207	Incubator with UV Light	01/21/04
000208	30C Medical Freezer	02/11/04
000209	30C Medical Freezer	02/11/04
000210	30C Medical Freezer	02/11/04
000211	30C Medical Freezer	02/11/04
000212	Pharmaceutical Refrigerator	02/11/04
000213	Pharmaceutical Refrigerator	02/11/04
000214	Pharmaceutical Refrigerator	02/11/04
000215	Pharmaceutical Refrigerator	02/11/04
000216	Pharmaceutical Refrigerator	02/11/04
000217	Pharmaceutical Refrigerator	02/11/04
000218	Pharmaceutical Refrigerator	02/11/04
000219	Pharmaceutical Refrigerator	02/11/04
000220	CO2 Incubator with UV Light	02/11/04
000221	CO2 Incubator with UV Light	02/11/04
000222	CO2 Incubator with UV Light	02/11/04
000223	CO2 Incubator with UV Light	02/11/04
000224	CO2 Incubator with UV Light	02/11/04
000225	CO2 Incubator with UV Light	02/11/04
000226	CO2 Incubator with UV Light	02/11/04
000227	CO2 Incubator with UV Light	02/11/04
000228	CO2 Incubator with UV Light	02/11/04
000229	IntelliFAX-4750s Laser Fax	01/01/04
000230	IntelliFAX-4750s Laser Fax	01/01/04
000231	IntelliFAX-4750s Laser Fax	01/01/04
000232	IntelliFAX-4750s Laser Fax	01/01/04
000233	Stool - 4th Floor	06/03/04
000234	Stool - 4th Floor	06/03/04
000235	Stool - 4th Floor	06/03/04
000236	Stool - 4th Floor	06/03/04
000237	Stool - 4th Floor	06/03/04
000238	Stool - 4th Floor	06/03/04
000239	Stool - 4th Floor	06/03/04
000240	Stool - 4th Floor	06/03/04
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000259	Stool - 4th Floor	06/03/04
000260	Stool - 4th Floor	06/03/04
000261	Stool - 4th Floor	06/03/04
000262	Stool - 4th Floor	06/03/04
000263	Stool - 4th Floor	06/03/04
000264	Stool - 4th Floor	06/03/04
000265	Stool - 4th Floor	06/03/04
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000268	Stool - 4th Floor	06/03/04
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000270	Stool - 4th Floor	06/03/04
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000278	Stool - 4th Floor	06/03/04
000279	Stool - 4th Floor	06/03/04
000280	Stool - 4th Floor	06/03/04
000281	Stool - 4th Floor	06/03/04
000282	Stool - 4th Floor	06/03/04
000283	Jersey Chair - 4th Floor	06/03/04
000284	Jersey Chair - 4th Floor	06/03/04
000285	Jersey Chair - 4th Floor	06/03/04
000286	Jersey Chair - 4th Floor	06/03/04
000287	Jersey Chair - 4th Floor	06/03/04
000288	Jersey Chair - 4th Floor	06/03/04
000289	Jersey Chair - 4th Floor	06/03/04
000290	Jersey Chair - 4th Floor	06/03/04
000291	Jersey Chair - 4th Floor	06/03/04
000292	Jersey Chair - 4th Floor	06/03/04

000293	Jersey Chair - 4th Floor	06/03/04
000294	Jersey Chair - 4th Floor	06/03/04
000295	Jersey Chair - 4th Floor	06/03/04
000296	Jersey Chair - 4th Floor	06/03/04
000297	Jersey Chair - 4th Floor	06/03/04
000298	Jersey Chair - 4th Floor	06/03/04
000299	Jersey Chair - 4th Floor	06/03/04
000300	Jersey Chair - 4th Floor	06/03/04
000301	Jersey Chair - 4th Floor	06/03/04
000302	Jersey Chair - 4th Floor	06/03/04
000303	Jersey Chair - 4th Floor	06/03/04
000304	Jersey Chair - 4th Floor	06/03/04
000305	Jersey Chair - 4th Floor	06/03/04
000306	Jersey Chair - 4th Floor	06/03/04
000307	Jersey Chair - 4th Floor	06/03/04
000308	Jersey Chair - 4th Floor	06/03/04
000309	Genie Lift 40'	06/15/04
000310	GX270S w/ no monitor	06/07/04
000311	GX270S w/ no monitor	06/07/04
000312	GX270S w/ no monitor	06/07/04
000313	GX270S w/ no monitor	06/07/04
000314	GX270S w/ no monitor	06/07/04
000315	Latitude D505 Laptop	06/07/04
000316	Latitude D505 Laptop	06/07/04
000317	Latitude D505 Laptop	06/07/04
000318	Latitude D505 Laptop	06/07/04
000319	Latitude D505 Laptop	06/07/04
000320	HP2300L with Papertray	06/09/04
000321	HP2300L with Papertray	06/09/04
000322	Wireless Access Point	06/03/04
000323	Wireless Access Point	06/03/04
000324	Wireless Access Point	06/03/04
000325	Wireless Access Point	06/03/04
000326	Wireless Access Point	06/07/04
000327	GX270D w/ no monitor	06/03/04
000328	GX270D w/ no monitor	06/03/04
000329	GX270D w/ no monitor	06/03/04
000330	GX270S with 17" CRT	06/03/04
000331	GX270S with 17" CRT	06/03/04
000332	GX270S with 17" CRT	06/03/04
000333	GX270S with 17" CRT	06/03/04
000334	GX270S with 17" CRT	06/03/04
000335	17"FPM	06/03/04
000336	17"FPM	06/03/04

000337	17"FPM	06/03/04
000338	17"FPM	06/03/04
000339	17"FPM	06/03/04
000340	17"FPM	06/03/04
000341	17"FPM	06/03/04
000342	17"FPM	06/03/04
000343	GDX System	05/25/04
000344	GDX System	05/25/04
000345	GDX System	05/25/04
000346	GDX System	05/25/04
000347	GDX Kit	05/25/04
000348	Upright Freezer	06/04/04
000349	Upright Freezer	06/04/04
000350	Lg. Refrigerator	06/04/04
000351	Lg. Refrigerator	06/04/04
000352	CONFERENCE PHONE W/MICS	08/30/05
000353	PATCH CABLE, FIBER OPTIC CABLE, MMF CABL	03/28/06
000354	CORDED W/ SPEAKER PHONE	04/04/06
000355	CATALYST, POWER CORD, GBIC, CONNECTOR	05/26/06
000356	(3) HP LASERJET 1160 PRINTERS	05/30/06
000357	CAT 6 PATCH CORDS - 7FT (100) & 12 FT (50)	06/13/06
000358	APC SMART UPS, 1000VA RM 2U 120V USB (2)	06/23/06
000359	OPTIPLEX COMPUTERS (2)	07/18/06
000360	PROJECTOR PRESENTATION CART	07/21/06
000361	PROJECTOR FOR CONFERENCE ROOM	07/26/06
000362	WASTEBASKETS FOR KITCHENETTES	07/28/06
000363	(4) USB POCKET FLOPPY DRIVES FOR PRESEN	08/01/06
000364	ULTRA SHARP FLAT PANEL 21" MONITOR	08/03/06
000365	SOUNDATION 2 EXT MICS W/CABLE	08/07/06
000366	POLYCOMM 2200-16155-001 SOUNDSTATION W	08/07/06
000367	PROJECTOR	08/08/06
000368	PROJECTOR	08/08/06
000369	LAPTOP	08/09/06
000370	(12) TRIPP LITE NOTEBOOK	08/10/06

	COMBO LOCK-NOT	
000371	(4) TRIPP LITE NOTEBOOK COMBO LOCK-NOTE	08/10/06
000372	ULTRA SHARP FLAT PANEL 19" MONITOR	08/10/06
000373	(4) SURPRO 6 RCPTL 885J-15FT CORD DISPLAY	08/15/06
000374	PROJECTOR PRESENTATION CARTS	08/17/06
000375	COMPUTER (2) FOR PRESENTATION CARTS	08/17/06
000376	POLYCOM 2200-16155-001 SOUNDSTATION EX	08/22/06
000377	POLYCOM SOUNDSTATION EXPANDABLE CON	08/22/06
000378	(4) P-PHONES	08/31/06
000379	(2) CATALYST 4500 SWITCHES & MAINTENANC	08/31/06
000380	(2) POLYCOM SHOUDSTATION 2 CONFERENCE	09/08/06
000381	(2) OPTIPLEX COMPUTERS	09/14/06
000382	EXPANSION PANEL FOR BLDG G KEY CABNET	09/27/06
000383	KEY CABINET FOR ADDITION	09/27/06
000384	(3) COMPUTERS W/17" FLAT PANEL MONITORS	09/29/06
000385	HP LASERJET 1320 PRINTER	10/18/06
000386	(3) OPTIPLEX COMPUTERS	10/18/06
000388	(2) CHAIRS FOR MRS SUITE	03/08/06
000389	2060 - DESK	02/14/06
000390	2061-DESK	02/14/06
000391	2061-TABLE	02/14/06
000392	2062-DESK	02/14/06
000393	2063-DESK	02/14/06
000394	2065-DESK	02/14/06
000395	2066-DESK	02/14/06
000396	2067-DESK	02/14/06
000397	2071-DESK	02/14/06
000398	2072-DESK	02/14/06
000399	2073-DESK	02/14/06
000400	2075-DESK	02/14/06
000401	2076-DESK	02/14/06
000402	2077-DESK	02/14/06
000403	2077-TABLE	02/14/06

000404	2078-DESK	02/14/06
000405	3013-DESK	02/14/06
000406	3046-DESK	02/14/06
000407	3047-DESK	02/14/06
000408	3047-TABLE	02/14/06
000409	3048-DESK	02/14/06
000410	3049-DESK	02/14/06
000411	3051-DESK	02/14/06
000412	3052-DESK	02/14/06
000413	3053-DESK	02/14/06
000414	3057-DESK	02/14/06
000415	3058-DESK	02/14/06
000416	3059-DESK	02/14/06
000417	3061-DESK	02/14/06
000418	3062-DESK	02/14/06
000419	3063-DESK	02/14/06
000420	3063-TABLE	02/14/06
000421	3064-DESK	02/14/06
000422	CONFERENCE TABLE	02/14/06
000423	CONFERENCE TABLE	02/14/06
000424	CONFERENCE TABLE	02/14/06
000425	CONFERENCE TABLE	02/14/06
000426	1ST FLOOR CUBICLES	02/14/06
000427	2ND FLOOR CUBICLES	02/14/06
000428	OFFICE CHAIRS (9)	02/14/06
000429	OFFICE CHAIRS (10)	02/14/06
000430	OFFICE CHAIRS (10)	02/14/06
000431	GUEST CHAIRS (50)	02/14/06
000432	CUBICLE CHAIRS (34)	02/14/06
000433	CONFERENCE CHAIRS (48)	02/14/06
000434	BREAK ROOM CHAIRS (16)	02/14/06
000435	3 DWR FILES (2)	02/14/06
000436	5 DWR FILES (36)	02/14/06
000437	BOOKCASES (19)	02/14/06
000438	BOOKCASES (8)	02/14/06
000439	BOOKCASES (14)	02/14/06
000440	BOOKCASES (4)	02/14/06
000441	BOOKCASES (2)	02/14/06
000442	TABLES (9)	02/14/06
000443	FURNITURE DELIVERY	02/14/06
000444	DRAPES	02/14/06
000448	Apple flat panel monitor	01/31/07
000449	HO 1160 laser jet printer	01/31/07
000450	Apple 2.33F Computer	01/31/07

000451	HP 5550 Color laser jet printer		01/31/07
000452	Additional Electrical/Telephone Service for Electron		01/31/07
000453	Sony Projector lamp bulb		06/30/07
000454	Projector Presentation Cart		06/30/07
000455	(3) Dell Optiplex 745 desktop		06/30/07
000456	Quad Core Xeon Processor		06/30/07
000457	(2) Dell Optiplex 745 Desktop		08/31/07
000458	(3) HP Laserjet P2015D Printers		08/31/07
000459	HP Officejet Pro L7680		10/31/07
000460	Electronic signage (Credit on		06/30/07
000461	Optiplex 745 Desktop		04/30/08
000462	Optiplex 745 Desktop		04/30/08
000463	HP Color Laserjet 2605		04/30/08
000464	Soundstation2 Telephone		04/30/08
000465	Optiplex 755 Desktop		04/30/08
000466	Voyager Scanner		04/30/08
000467	Voyager Scanner		04/30/08
000468	Optiplex 755 Desktop		04/30/08
000469	Optiplex 755 Desktop		04/30/08
000470	HP Laserjet P2015D		06/30/08
000471	Dell Ultrasharp 19" Flat Panel Monitor		04/30/08
000472	Dell Ultrasharp 19" Flat Panel Monitor		04/30/08
000473	Dell Ultrasharp 17" Panel Monitor		04/30/08
000474	Dell Ultrasharp 17" Flat Panel Monitor		04/30/08
000475	HP 1250 Fax		04/30/08
000476	Optiplex 755 Desktop		04/30/08
000477	Latitude D630		04/30/08
000478	Latitude D630		04/30/08
000479	Latitude D630		04/30/08
000480	Datamation Projector		04/30/08
000481	Optiplex 755 Desktop		04/30/08
000482	Optiplex 755 Desktop		06/30/08
000483	Optiplex 755 Desktop		06/30/08
000484	Optiplex 755 Desktop		06/30/08
000485	HP Laserjet P2015D		04/30/08
000486	XPS M1220 Desktop		06/30/08
000487	85 WHr Lithium Ion Laptop Battery		06/30/08
000488	Cisco Catalyst Switches		06/30/08

EXHIBIT "D"
TO ACT OF DONATION

Pennington Medical Foundation				
Moveable Assets Retained				
As of December 31, 2015				
Asset No.	Asset Description			Acquisition Date
000001	G3042 LAMP			07/27/93
000059	G2052 LAMP ANTIQUE			02/18/94
000076	G3029 LAMP BRASS			11/30/94
000077	G3029 ANTIQUE FOLDING BLACK SC			11/30/94
000078	G3029 OIL PAINTING SUNSET			11/30/94
000079	G3028 OIL PAINTING LAKE W/TREE			11/30/94
000080	G3029 OBELISK WD PAL FIN 2@259			11/30/94
000089	G3032 ENGLISH REGENCY LAMP			07/22/96
000099	G3032 MAHOGANY GLOBE			07/23/96
000101	G3032 BRONZE STANDING HORSE			12/18/96
000102	G3032 IBIS SCULPTURE			12/18/96
000103	G3032 TOLE LAMP			12/18/96
000106	G3035 ANTIQUE BR CANDLE LAMP			07/01/97
000107	G3035 CHINESE PAINTING W/FLUTE			07/29/97
000108	G3035 CHINESE PAINTING MAN/DRU			07/29/97
000109	G3035 CREST VSE GR BIRD2@32184			07/29/97
000114	G3036 ANTIQUE MAHOGANY ENG DBO			10/30/97
000115	G3036 FLOWER LAMP 2@ 712.80			10/30/97
000116	G3036 ANTIQUE DOUBLE HAPP LAMP			10/30/97
000117	G3036 BRONZE STATUE TO THE HUN			10/30/97
000118	G3036 DOLPHIN LAMP			10/30/97
000119	G3036 ROSE FRAMED RECT PILLOW			10/30/97
000127	G3032 ANTIQUE PICNIC ARTWORK			12/18/97
000132	G - OIL PAINTING OF MISS IRENE			03/05/98

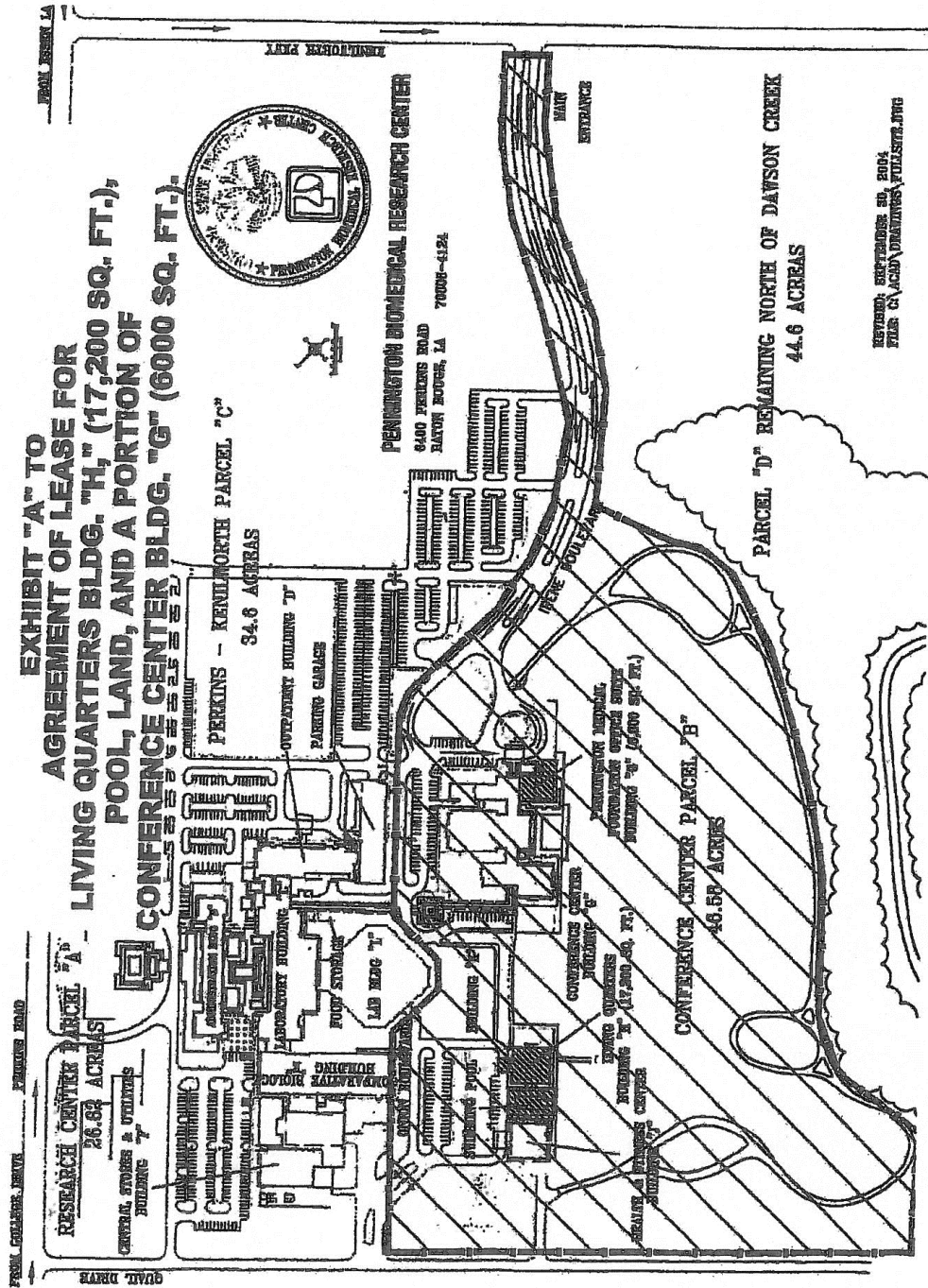
000133	G3032-OIL PAINTING (FLOWERS)	03/12/98
000135	G3035-BLACK & GOLD BOX	11/09/98
000136	G3035-BRONZE HEAD	11/09/98
000137	G3035-BRONZE SCHOLAR	11/09/98
000138	G3035-BRONZE SOCRATES	11/09/98
000139	G3035-COLUMN FRAGMENT	11/09/98
000140	G3035-HAND PAINTED GREEK VASE	11/09/98
000141	G3035-HAND PAINTED GREEK VASE	11/09/98
000046	G3017 FOOT STL W/CSTERS2241049	01/18/94
000054	G2052 COTTAGE BAR STOOL2@57372	02/16/94
000100	G3032 GEORGIAN BENCH	07/23/96
000002	G3040 CHAIR DESK	07/27/93
000003	G3040 CHAIR DESK	07/27/93
000019	G1027 CHAIR SIDE	01/06/94
000020	G1007 CHAIR SIDE	01/06/94
000021	G3041 CHAIR SIDE	01/06/94
000022	G3025 CHAIR MIDBACK W/ARMS	01/06/94
000024	G3040 CHAIR MIDBK W/ARM6@37635	01/06/94
000026	G3029 CHAIR SIDE	01/06/94
000030	G3029 CHAIR BULLDOG HB PROF/AR	01/10/94
000031	G3028 CARTWRIGHT BASIE CHAIR	01/10/94
000032	G3025 LEATHER CHAIR BULLDOG MT	01/10/94
000033	G3042 CHAIR MGMT W/ARM6@436.65	01/10/94
000034	G3024 CARTWRIGHT BASIE CHAIR	01/10/94
000035	G3032 CARTWRIGHT BASIE CHAIR	01/10/94
000036	G3024 CARTWRIGHT BASIE CHAIR	01/10/94
000037	G3025 CHAIR BULLDOG HB PROF AR	01/10/94
000048	G3025 CHAIR ARM RICCHIO	01/18/94
000049	G3040 CHAIR ARM RIC 5@ 407.26	01/18/94
000050	G3028 CHAIR	01/28/94
000051	G3028 CHAIR	01/28/94
000055	G2052 CHAIR ROCKING ANTIQUE	02/16/94
000060	G3024 CHAIR DESK LEATHER	02/21/94
000061	G3024 MORGANTON CLUB CHAIR UPH	02/22/94

000062	G3024 MORGANTON CLUB CHAIR UPH	02/22/94
000066	G3029 MORGANTON CLUB CHAIR UPH	02/24/94
000067	G3024 MORGANTON CLUB CHAIR UPH	02/24/94
000081	G3029 ANTIQUE CHAIR	11/30/94
000085	K1000 CHAIR LOUNGE 8@ 1360.31	05/07/95
000087	K1000 CHAIR OPEN ARM 8@ 754.76	05/07/95
000090	G3032 ARM CHR W/PR BK4@1597.32	07/22/96
000091	G3032 ENGLISH CHAIR 2@ 1942.92	07/22/96
000110	G3035 MAHOGANY BLUE LEATHER	07/29/97
000120	G3036 REG ARM CHR GRN4@ 129852	10/30/97
000158	2 - Swivel Chairs w/comfort down cushions (Rm G3	06/30/09
000148	LASERJET 4000 PRINTER	06/30/99
000150	LASERJET 4000 PRINTER	01/01/99
000151	62071 Dell Optiplex SX 260	02/19/03
000152	62072 Dell Optiplex GX260	04/25/03
000153	62073 Dell Poweredge 2650	08/12/03
000154	Dell Optiplex Computer	05/31/04
000155	Polycom 2W-EX Wireless conferencing System	11/20/07
000156	Dell Optiplex 745 Desktop Computer	10/31/07
000004	G3027 WORK STATION W/FILE CABS	07/27/93
000005	G3040 WORK STATION 3 PERSON	07/27/93
000006	G3024 WORKSTATION	07/27/93
000038	G3041 DESK DOUBLE PEDESTAL CTR	01/10/94
000039	G3042 CREDENZA	01/10/94
000040	G3026 DESK WOOD	01/10/94
000041	G3040 DESK DOUBLE PEDESTAL	01/10/94
000042	G3040 CREDENZA KNEE SPACE KEBD	01/10/94
000056	G2052 DESK ANTIQUE	02/16/94
000069	G3029 DESK WOOD	06/08/94
000070	G3028 DESK WOOD	06/08/94
000111	G3035 MAHOGANY TABLE DESK PAD	07/29/97
000112	G3035 MAHOGANY TABLE DESK	07/29/97

000121	G3036 REGENCY ARM DESK IN GR D	10/30/97
000043	G3026 LATERAL FILE 2 DRAWER	01/10/94
000044	G3040 FILE CABINET 6@ 580.31	01/10/94
000057	G2052 CAB CHINA ANTIQU&BUFFET	02/16/94
000071	G3029 CABINET WOOD	06/08/94
000072	G3028 FILE CAB WOOD	06/08/94
000075	G3028 LATERAL FILE 2 DRAWER	06/28/94
000143	4 SHELF LATERAL FILE CABINET	03/05/99
000145	4 SHELF LATERAL FILE CABINET	03/05/99
000146	2 SHELF LATERAL FILE CABINET	03/05/99
000027	G3025 BOOKCASE WOOD	01/10/94
000028	G3025 BOOKCASE WOOD 2@ 800.99	01/10/94
000029	G3040 BOOKCASE WOOD 2@ 800.99	01/10/94
000053	G2052 LIBRARY STAND 4@1028.50	02/16/94
000073	G3028 BOOKCASE F/HGT 1111.51	06/28/94
000074	G3028 BOOKCASE DK/HGT	06/28/94
000088	G3032 ENG MAH BREAKFAST BOO	07/22/96
000098	G3032 FRENCH COMMODE W/TV	07/23/96
000007	G3041 WORD PROCESSOR TYPEWRITE	07/27/93
000008	G3027 COPY MACHINE	07/27/93
000131	G3027-FAX MACHINE XEROX	01/14/98
000134	TC300A-GROUP AUDIO TELECONF SY	05/19/98
000142	G3041-VOICE WRITER RECORDER	12/22/98
000147	BLACK TELEPHONE	12/06/99
000149	TELEPHONE BLACK	07/28/99
000082	G3029 TURKISH RUG "HERIZ"	11/30/94
000092	G3032 3'X753' ON 251 YDS CARPE	07/22/96
000157	Blue Carpet Replacement (Rm G3032)	06/30/09
000159	Gold area rug 25' by 16' (Room lower reception)	06/30/09
000009	K1000 SOFA	07/27/93
000052	G3024 SOFA W/BLACK LEGS	01/28/94
000068	G3029 MORGANTON 3 SEAT SOFA UP	02/24/94
000093	G3032 CHESTERFIELD SOFA	07/22/96
000122	G3036 66" LOVESEAT IN MULTISTR	10/30/97
000010	G3032 REFRIGERATOR HOTPOINT	07/27/93

000011	G3032 STOVE ELECTRIC	07/27/93
000012	G3028 END TABLE	07/27/93
000013	G3025 TABLE WOOD	07/27/93
000014	G3024 TABLE CORNER	07/27/93
000015	G3024 TABLE GLASS TOP 36"	07/27/93
000016	G3042 CONFERENCE TABLE	12/16/93
000017	G1048 ROUND TABLE SM INTERMED	01/05/94
000018	G3042 ROUND TABLE SM INTERMEDI	01/05/94
000063	G3029 TABLE CORNER/MARBLETOP	02/22/94
000064	G3040 TABLE CORNER/WOODTOP LEG	02/22/94
000065	G3024 TABLE CORNER/WOODTOP LEG	02/22/94
000083	G3029 CAOOFF TABLE IRON&CYPRES	11/30/94
000094	G3032 COFFEE TABLE W/PARQUET T	07/22/96
000095	G3032 ENGLISH CUT CORNER TABLE	07/22/96
000096	G3032 MAHOGANY TABLE DESK	07/22/96
000113	G3035 MAH CONF TABLE W/SP BASE	07/29/97
000123	G3036 MAHOGANY DRUM TABLE	10/30/97
000124	G3036 MAHOGANY BOOK/PHONE TABL	10/30/97
000125	G3036 MAHOGANY LAMP TABLE	10/30/97
000126	G3036 MAGANY LEATHER TOP CTR T	10/30/97
000144	OAK TABLE	03/05/99
000058	G2052 SERVER	02/16/94
000097	G3032 MAHOGANY CHIPPENDALE SER	07/22/96
000104	G3032 URN W/HANDLE LAMP	12/18/96
000105	G3032 URN W/HANDLE LAMP	12/18/96
000128	G3032 FONST BORNE FRENCH BURNE	12/18/97
000129	G3032 ANTIQUE B/W PORCELAIN UR	12/18/97
000130	G3032 ANTIQUE B/W PORCELAIN UR	12/18/97

EXHIBIT "E"
TO ACT OF DONATION





Request from the Pennington Biomedical Research Center to Approve the Transfer of all Mineral Interests held by the Pennington Medical Foundation to the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College

To: Members of the Board of Supervisors

Date: June 24, 2016

Pursuant to Article VII, Section 9 of the Bylaws of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, this matter is a significant board matter.

A.4 Granting of Mineral Rights or Other Significant Rights in Immovable Property: Any matter related to the assignment, sale, purchase, transfer, or donation of mineral rights in immovable property to or from the Board.

1. Summary of Matter

Pennington Medical Foundation is a support organization for the Pennington Biomedical Research Center (herein "PBRC"). Pennington Medical Foundation (herein "Pennington Medical Foundation" or the "Trust") would like to transfer to the LSU Board of Supervisors all mineral interests that are owned by the Trust, including particularly the interests in the Port Hudson Field described as follows:

All of the mineral interests of Donor in the Port Hudson Field including the 16,400 Tuscaloosa RA SU located in East Baton Rouge Parish, State of Louisiana as established by the Conservation Order No. 1027-A-13, including particularly a .3586% royalty interest in tracts 357 and 358 (as shown on the unit plat) located within said Unit.

The Trust has utilized the money from the donated mineral interests for the construction of facilities to support the Pennington Biomedical Research Center. The transfer of the mineral interests is part of a process that will transfer buildings, furnishings and other immovable property to the LSU Board of Supervisors for the benefit of PBRC.

2. Review of Business Plan

N/A

3. Fiscal Impact

As of June 30, 2016, the mineral interests are projected to have a fair market value of \$258,457.00.

4. Description of Competitive Process

N/A

5. Review of Legal Documents

The Office of the General Counsel has reviewed the attached document.

6. Parties of Interest

LSU Board of Supervisors, Pennington Biomedical Research Center, Pennington Medical Foundation.

7. Related Transactions

As noted above, it is intended that certain buildings, furnishings and other immovable property of the Trust also will be transferred to the LSU Board of Supervisors.

8. Conflicts of Interest

None

ATTACHMENTS

I. Act of Donation, Transfer and Assignment of Mineral Interests

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize F. King Alexander, President of LSU, or his designee, for the benefit of Pennington Biomedical Research Center, to accept the donation and to execute an Act of Donation, Transfer and Assignment of Mineral Interests from Pennington Medical Foundation to the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, and to accept the donation of mineral interests therein for the benefit of Pennington Biomedical Research Center.

BE IT FURTHER RESOLVED that F. King Alexander, 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 State University and Agricultural and Mechanical College to make any changes to the Act of Donation, Transfer and Assignment of Mineral Interests that he deems to be in the best interest of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

**ACT OF DONATION, TRANSFER AND
ASSIGNMENT OF MINERAL INTERESTS**

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on the dates and in the places written below, before the undersigned Notaries Public, duly commissioned and qualified, and in the presence of the undersigned competent witnesses, personally came and appeared:

PENNINGTON MEDICAL FOUNDATION, a Louisiana non-profit trust organized and existing under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, with a mailing address of Post Office Box 82937, Baton Rouge, Louisiana 70884-2937, appearing therein through Paula Pennington de la Bretonne, its duly authorized chairman,

(hereinafter referred to as “Donor”), who declared that it does hereby irrevocably give, grant, confirm, donate, assign, transfer, convey and deliver to:

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE, a public constitutional corporation, organized and existing under the laws of the State of Louisiana, herein represented by F. King Alexander, President of Louisiana State University, duly authorized, with the mailing address of 3810 West Lakeshore Drive, Baton Rouge, Louisiana, 70808 (Federal Identification No. 72-06000848);

(hereinafter referred to as “Donee”), accepting for the benefit of Pennington Biomedical Research Center and acknowledging delivery and possession thereof, all of Donor’s right, title and interest in and to all rights of Donor in the Mineral Interests described in Exhibit A attached hereto. The rights and interests transferred herein are referred to as the “Property.”

This Act of Donation, Transfer and Assignment of Mineral Interests (herein sometimes the “Act of Donation”) shall specifically apply to and act as a transfer of the Royalty Interests described in Exhibit A attached hereto.

The Donor and the Donee shall each, upon the request of the other, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such instruments and take

such other actions as may be reasonably necessary or advisable to carry out their obligations and to otherwise give effect to the transactions provided for under this Act of Donation and any other document or instrument delivered pursuant hereto.

This donation, transfer and assignment is made “**AS IS, WHERE IS,**” and is accepted without any warranty whatsoever, including, without limitation, warranty of title, express, statutory or implied. Donee shall have the right of full substitution and subrogation in and to any and all rights and actions of warranty that Donor may have against any and all preceding owners or vendors of the Property.

This donation, transfer and assignment shall inure to the benefit of, and shall be binding upon, the successors, heirs, and assigns of Donor and Donee.

TO HAVE AND HOLD, the Property transferred herein to Donee, its successors and assigns, in accordance with all the terms and provisions of this Act of Donation.

The parties hereto waive production of mortgage, conveyance, tax research and other certificates and release the undersigned Notaries, their insurers and the sureties on their bonds, from any and all responsibilities in connection therewith.

The parties may execute this Act of Donation, Transfer and Assignment of Mineral Interests in counterparts, each of which, when taken together, shall constitute one and the same instrument.

NO TITLE EXAMINATION HAS BEEN DONE BY THE UNDERSIGNED NOTARIES, AS NONE HAS BEEN REQUESTED, AND THE PROPERTY DESCRIPTION IS AS FURNISHED BY THE PARTIES.

(Signatures on following pages)

(Signature Page for Act of Donation, Transfer and Assignment of Mineral Interests)

THUS DONE AND PASSED, in the presence of the undersigned competent witnesses, who hereunto sign their names with said Appearers and me, Notary, after reading of the whole on the __ day of _____, 2016.

WITNESSES:

DONOR:
PENNINGTON MEDICAL FOUNDATION

Printed Name: _____

By: Paula Pennington de la Bretonne
Title: Chairman

Printed Name: _____

_____, **Notary Public**
Bar Roll No. _____

My Commission Expires: _____

THUS DONE AND PASSED, in the presence of the undersigned competent witnesses, who hereunto sign their names with said Appearers and me, Notary, after reading of the whole on the __ day of _____, 2016.

WITNESSES:

DONEE:
**BOARD OF SUPERVISORS OF
LOUISIANA STATE UNIVERSITY AND
AGRICULTURAL AND MECHANICAL
COLLEGE**

Printed Name: _____

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

Printed Name: _____

_____, **Notary Public**
Bar Roll No. _____

My Commission Expires: _____

EXHIBIT A
to
Act of Donation, Transfer and Assignment of Mineral Interests

The following described mineral interests in East Baton Rouge Parish, State of Louisiana:

All of the mineral interests of Donor in the Port Hudson Field including the 16,400 Tuscaloosa RA SU located in East Baton Rouge Parish, State of Louisiana as established by the Conservation Order No. 1027-A-13, including particularly a .3586% royalty interest in tracts 357 and 358 (as shown on the unit plat) located within said Unit.



Request from LSU A&M to Authorize the President to Execute a Lease for Fraternity Housing with Star and Crescent Foundation of Louisiana, Inc., for the Benefit of the LSU Chapter of Kappa Sigma Fraternity

To: Members of the Board of Supervisors

Date: June 24, 2016

Pursuant to Article VII, Section 9.A.3. (i) and (vi) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

3. Lease of Immovable Property: The lease of any immovable property, as lessee or lessor, where either: (i) the lease is potentially for a term of more than 5 years or, for leases for agricultural purposes, more than 8 years (include any optional renewal terms provided for in the lease to calculate the potential term); (vi) the lease is for the construction or renovation of any fraternity or sorority house;

1. Summary of Matter

The Star and Crescent Foundation of Louisiana, Inc. (“Foundation”), is a private nonprofit 501(c)(3) corporation with a mission to support the LSU Chapter of Kappa Sigma Fraternity (“Kappa Sigma”). Kappa Sigma is a properly registered student organization in good standing. For many years, Kappa Sigma has occupied a fraternity house located at 15 Dalrymple Drive on land leased from the University. To better meet the needs of its members, Kappa Sigma and Foundation have been working with LSU Facility Services on a plan to demolish the existing Kappa Sigma building and construct a new building on the current Kappa Sigma leasehold. Schematic design of the proposed new building was previously approved by the Board.

The Foundation has engaged in a successful fundraising campaign to underwrite the design and construction of the new building and is requesting approval to enter into a long-term lease with the Board that will permit it to construct, maintain and operate the building for the benefit of Kappa Sigma in accordance with all applicable University rules and regulations. The current lease with Kappa Sigma Home Building Corporation would be terminated and a new lease with a new 50-year term would be executed pursuant to the proposed Lease to Star and Crescent Foundation of Louisiana, Inc.

2. Review of Business Plan

The property would be leased to the Foundation for an annual rental of ten dollars (\$10). Through its fundraising campaign and other resources, the Foundation has access to sufficient cash to fund the design, construction and operation of the new building.

3. Fiscal Impact

The project will provide student housing for Kappa Sigma members at no cost to the University, and there is no fiscal impact to the University.

4. Description of Competitive Process

Not applicable.

5. Review of Legal Documents

The Lease includes provisions limiting use of the leased premises and buildings and improvements thereon to student housing in accordance with applicable laws and LSU rules and regulations and further prohibiting the sublease or assignment of the Lease unless approved by the LSU Representative. A draft

of the proposed Lease between the LSU Board and Star and Crescent Foundation of Louisiana, Inc. is attached. Also attached is a Termination of Lease terminating the existing lease between the LSU Board and Kappa Sigma Home Building Corporation. The attached documents will be reviewed by the Office of the General Counsel.

6. Parties of Interest

Board of Supervisors,
LSU Chapter of Kappa Sigma Fraternity
Kappa Sigma Home Building Corporation
Star and Crescent Foundation of Louisiana, Inc.

7. Related Transactions

None.

8. Conflicts of Interest

None.

ATTACHMENTS

- I. Draft Lease Agreement and Exhibits
- II. Draft Termination of Current Lease

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes F. King Alexander in his capacity as President of LSU, or his designee, on behalf of and in the name of the Board of Supervisors to consent to and execute a Termination of Lease between the Board of Supervisors and Kappa Sigma Home Building Corporation, and to execute a Lease between the Board of Supervisors and Star and Crescent Foundation of Louisiana, Inc. providing for the lease of the land and premises located at 15 Dalrymple Drive, Baton Rouge, Louisiana, subject to such terms, conditions and stipulations as he deems in the best interest of the Board of Supervisors;

BE IT FURTHER RESOLVED that the Board authorizes F. King Alexander in his capacity as President of LSU, or his designee, on behalf of and in the name of the Board of Supervisors to enter into any related or ancillary contracts, agreements, consents and approvals as he deems reasonably necessary in connection with or contemplated by the proposed Lease and Termination of Lease.

STATE OF LOUISIANA**PARISH OF EAST BATON ROUGE****LEASE**

BE IT KNOWN that on the dates hereinafter set forth, but effective as of the __ day of _____, 2016, before the undersigned Notaries Public, duly commissioned and qualified in and for the aforesaid Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared:

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (hereinafter “Board” or “LESSOR”), a public constitutional corporation organized and existing under the Constitution and laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, appearing herein through its President, F. King Alexander, duly authorized;

and

STAR AND CRESCENT FOUNDATION OF LOUISIANA, INC., a Louisiana nonprofit corporation herein represented by _____ by virtue of a duly authorized resolution attached hereto and made a part hereof as Exhibit “A” (hereinafter referred to as “LESSEE”),

WITNESSETH:

WHEREAS, LESSEE is a 501(c)(3) organization created to support the LSU Gamma Chapter of Kappa Sigma Fraternity (herein the “Fraternity”);

WHEREAS, LESSEE desires to lease from Board, the following described property located on the campus of Louisiana State University (herein “LSU” or “University”) an institution under the supervision and management of Board:

A certain tract or parcel of ground shown as Lot #5, situated in the Parish of East Baton Rouge, State of Louisiana, and being a part of the property comprising the grounds of the new Louisiana State University and Agricultural and Mechanical College, said lot #5 being shown on a plat or the survey made by John J. Munding, Registered Civil Engineer, dated April 14, 1938, and being described as follows; starting at a point which is the intersection of the east right of way on Highland Road (30'-0 from the center line of said road) and the prolongation of the north right of way of Dalrymple Drive (30'-0 from the center line of said Drive) which point of intersection is marked by a small circle on the plat, thence easterly along said north right of way on Dalrymple Drive a distance of 410.43 feet to a pipe marking the south west corner of this site #5 for a point of beginning, thence 81°35' to the left and in a northerly direction 150 feet to an iron pipe for corner, thence 90° to the right and in an easterly direction 150 feet to an iron pipe and corner, thence 90° to the right and in a southerly direction 172.18 feet to an iron pipe and corner on the north right of way of Dalrymple Drive, thence 81°35' to the right and in a westerly direction along said north right of way on Dalrymple Drive a distance of 151.64 feet to the point of beginning and southwest corner of this site;

herein the “Leased Premises;”

WHEREAS, LESSEE desires to construct improvements on the Leased Premises for housing for the Fraternity at University;

WHEREAS, LESSOR and LESSEE desire to enter into this Lease for the purposes set forth herein, and

WHEREAS, the Leased Premises have previously been leased to Kappa Sigma Home Building Corporation, a Louisiana nonprofit corporation, and occupied by the Fraternity.

NOW, THEREFORE, LESSOR and LESSEE agree and do hereby agree and enter into this Lease as follows:

1. Terms not defined herein shall be defined as set forth on Exhibit "B" hereto.
2. For the consideration and upon the terms and conditions hereinafter expressed, LESSOR hereby leases the Leased Premises to LESSEE from the Effective Date hereof through and including July 1, 2065. This Lease shall terminate on July 1, 2065, unless terminated earlier in accordance with the provisions of this Lease. Furthermore, in consideration for the lease of the Leased Premises by LESSOR to LESSEE, LESSEE shall do the following:
 - a. Pay annual rental of \$10.00;
 - b. Within three (3) years of the Effective Date of this Lease, demolish and remove all existing structures on the Leased Premises and construct the Improvements at a cost in excess of Six Million Dollars (\$6,000,000); and
 - c. Otherwise fulfill the terms and conditions of this Lease.
3. With respect to any construction on the Leased Premises, including particularly, but not exclusively, the construction of the Improvements, the LESSEE and Fraternity shall abide by the provisions of this Lease and in particular the rules, regulations, requirements and provisions set forth in Exhibit "C" hereto, and shall be subject to the following rules, regulations, requirements and provisions:
 - a. The location of any Improvements on the Leased Premises shall require the prior approval of the LSU Representative.
 - b. The University shall have the sole authority to determine whether the Contractor for any Improvements or Work and/or whether the LESSEE in connection therewith has complied with the plans, specifications and other contractual obligations assumed by Contractor and/or LESSEE.
 - c. Subject to the provisions of Section 16 hereof, there is hereby reserved to the University the right to require the removal of the Improvements should the LESSEE and/or Fraternity fail, refuse or neglect to comply with the material rules, regulations, requirements and provisions set forth herein.
4. The Leased Premises shall be used for the construction of the Improvements and for the operation of a home for Gamma Chapter of the Kappa Sigma Fraternity at Louisiana State University, and for no other use or purpose whatsoever without the prior written consent of the LSU Representative.
5. At all times, the immovables located on and the condition of the Leased Premises shall be maintained in good condition and in conformance with the general plans adopted by the University for the beautification of the campus and in a manner acceptable to the President of Louisiana State University and to the Campus Committee established to monitor the provisions of that certain Presidential Memorandum dated August 25, 1994 ("PM-68"), which may be amended and/or restated from time-to-time and which is incorporated into the Lease and shall be binding on LESSEE and any successors in interest. LESSEE and Fraternity shall at all times be in compliance with PM-68 as it may be amended from time to time. The landscaping of the Leased Premises shall also conform with the general plans adopted by the University for the beautification of the campus.
6. LESSEE, Fraternity and their invitees shall use their best efforts to keep the Leased Premises and any improvements thereon free from any and all contamination and pollution. LESSEE, Fraternity and their invitees shall not store any hazardous or toxic substance on or about the Leased Premises or any improvements thereon. LESSEE and Fraternity agree to notify University immediately of any and all contamination or pollution discovered on, about, or near the Leased Premises or any improvements thereon. LESSEE and Fraternity, each in solido, shall save and hold LESSEE and University harmless and defend and indemnify LESSOR and University for any charge or liability resulting from any contamination or pollution present on or about the

Leased Premises or in or on any improvements thereon if such contamination or pollution was caused in whole or in part by LESSEE and Fraternity and/or an invitee of either.

7. In the event any constructions, renovations, alterations, or improvements are made on or about the Leased Premises or on or about any buildings or improvements located thereon, (other than with respect to any Work, which shall be governed by Exhibit "C" hereto) and a laborer's or materialman's lien or claim is filed against the Leased Premises or any part thereof as a result of said constructions, renovations, alterations, or improvements, LESSEE shall within twenty (20) days of the recordation of any such claim or lien have such claim or lien cancelled or deposit with the recorder of mortgages of East Baton Rouge Parish, Louisiana, a bond or adequate funds guaranteeing payment of said lien or claim in full.

8. LESSEE acknowledges that it has recently examined and inspected the Leased Premises and found them in good and safe condition. LESSEE and Fraternity, each in solido, agree to defend, indemnify, save and hold LSU harmless from any responsibility or liability, including gross negligence, strict liability, negligence, or any other fault whatsoever, sole or concurrent with any other person or entity, for loss or damage to any person whomsoever or to the property of LESSEE, Fraternity or others arising from the present or future condition or upkeep and maintenance of the Leased Premises or any construction thereon, LESSEE's and/or Fraternity's activities and/or operations on or about the Leased Premises or those of their tenants or invitees and/or any way arising out of, incidental to, and/or related to any activities and/or operations conducted on or near the Leased Premises. LESSEE and University agree to defend, indemnify, save and hold LESSOR and University harmless from any responsibility whatsoever for any and all liability including gross negligence, strict liability, negligence or any other fault, sole or concurrent, for loss, injuries, or damages caused to LESSEE, Fraternity, their tenants, invitees or others by any vice or defect of the Leased Premises or any constructions or improvements thereon or LESSEE's or Fraternity's or their tenants' or invitees' activities and/or operations on or about the Leased Premises. LESSEE and Fraternity expressly assume all such liability, and LESSEE and Fraternity agree to defend and indemnify LESSOR and University and to hold LESSOR and University harmless from any and all losses, injuries, or damages (including costs and reasonable attorney's fees) to any person or persons whomsoever and to the property of any persons whomsoever arising out of, or incidental or related to, LESSEE's, Fraternity's, or their tenants' or invitees' occupancy, use, operation, condition, including but not limited to contamination or pollution or condition of the Leased Premises. LESSEE's and Fraternity's obligation to defend LESSOR and University shall include payment of all reasonable costs, expenses, and fees of legal counsel of LESSOR's and University's choice.

9. In the event it should become necessary for LESSOR or University to take any action to enforce any of the terms, covenants, conditions or provisions of this Lease, or to recover any of the amounts due hereunder, as rent or otherwise, LESSEE and Fraternity shall pay all costs and expenses thereof, including reasonable fees of any attorney engaged by LESSOR or University in connection therewith.

10. The waiver by LESSOR or University of any breach of any term, covenant, condition or provision herein contained shall not be deemed to be a waiver of such term, covenant, condition or provision with respect to any preceding or subsequent breach of the same or any other term, covenant, condition, or provision hereunder. No term, covenant, condition, or provision of this Lease shall be deemed to have been waived by LESSOR or University, unless such waiver is in writing by LESSOR.

11. LESSOR or its designee may secure and/or remove any constructions on or about the Leased Premises, including but not limited to any fraternity or sorority house at no expense to LESSOR, if the house or any other construction or improvement:

- a. constitutes an imminent danger to any person; or
- b. becomes uninhabitable; or
- c. has been abandoned by LESSEE or Fraternity or
- d. constitutes a nuisance.

LESSEE shall promptly, upon demand, reimburse LESSOR and University for all related costs and expenses.

12. Unless otherwise approved in writing by the LSU Representative, notwithstanding any terms and conditions of any mortgage or other agreement between LESSEE or Fraternity and another person or entity to the contrary, any insurance proceeds payable for any damage or destruction to the Improvements, shall be used to repair or restore the Improvements to the extent reasonably feasible. Any mortgagee having a mortgage upon the Improvements at the time of the damage or destruction shall have the right to require that the insurance proceeds be escrowed with it and disbursed in periodic payments to the persons performing the restoration work as such work progresses.

13. LESSOR and LESSEE agree that in the event of any fact, occurrence, circumstance, or condition that would cause LESSEE to be in default of any term, condition, or obligation under any loan, mortgage, or other agreement existing between LESSEE and any Lender, then said Lender and LESSEE shall provide notice of same to LESSOR and University, and LESSOR and University shall have the right (but not the obligation) within thirty (30) calendar days after receipt of said notice to take such action as may be required to cure said default. In the event that LESSOR or University elects to cure said default, it shall be entitled to recover from LESSEE all costs, fees, and expenses incurred curing said default. By execution of this instrument, LESSOR and University do not assume, bind themselves for, or guarantee performance by LESSEE of, any present and future obligation arising under the Lease.

14. No lease, option, right of first refusal, servitude, mortgage, pledge, security interest, or other burden or encumbrance shall be granted on or affecting the Leased Premises or any improvements thereof, by LESSEE or Fraternity, or otherwise, without the prior written consent of the LSU Representative. Notwithstanding any terms and conditions of any mortgage or other agreement, no debt of LESSEE shall be secured by mortgage, pledge, or other security interest in any contract or lease rights between LESSEE and LESSOR, under any circumstances. LESSOR shall not be bound by any agreement, contract, term, condition, or obligation between LESSEE and any sub-lessee.

15. LESSEE shall not transfer or assign its interests in this Lease by sale, assignment or otherwise without the prior written consent of the LSU Representative. Any terms and conditions contained in any mortgage by LESSEE in favor of any lender or creditor or other agreement between LESSEE and any lender or creditor inconsistent with any term or condition contained herein shall be null and void and have no effect or prejudice on the rights of LESSOR and University as set forth herein or established by law. LESSEE agrees that it shall not grant a mortgage or security interest in LESSEE's Improvements located or to be located on the Leased Premises, except with the prior written consent of the LSU Representative.

16. Without limiting the rights of Board and University to suspend or revoke the Fraternity's rights to operate the Fraternity at the University or to allow any members or former members of the Fraternity to occupy the Improvements and/or the Leased Premises, and only so long as any debt approved in accordance with Section 14 of this Lease shall remain outstanding, University agrees that it will not exercise its right to require removal of the Improvements for any default other than failure to maintain, upkeep or repair the Improvements such that the Improvements, in Lessor's sole opinion, (i) constitute an imminent danger to any person, (ii) become uninhabitable, (iii) have been abandoned by LESSEE or Fraternity, or (iv) constitute a nuisance. In the event of such failure to maintain, upkeep, or repair the Improvements, Lessor will give any mortgagee of the Improvements an opportunity to cure said default, and if said default is not cured within thirty (30) days of such notice, University shall have the right to require the removal of the Improvements by the Lessee. Furthermore, the entirety of all loan proceeds secured by such a mortgage or security interest shall be used solely and exclusively for the acquisition, design, construction, renovation and/or improvement of said property.

17. In addition to the insurance requirements related to any construction and set forth on Exhibit C hereto, LESSEE shall maintain general liability insurance in accordance with Exhibit

“D” hereto and in a form and with coverage limits acceptable to LESSOR and as otherwise required by PM-68.

18. With respect to any matter that requires the consent of either Board or University, unless the Lease specifically provides otherwise, such consent may be given by the LSU Representative.

19. Fraternity shall be obligated to join the Louisiana State University Greek Life and pay in a timely manner all fees established and assessed by Greek Life and other services applicable to the Leased Premises deemed necessary and appropriate by the University to insure that the Leased Premises are maintained in a safe condition and in a good state of appearance. LESSEE and Fraternity shall at all times remain in good standing with Louisiana State University Office of Greek Affairs.

20. (A). Subject to the provisions of Section 16 hereof, and in addition to the provisions of Sections 20 (B) and 20 (C), the University shall have the power at all times to make such rules, regulations and requirements as it shall see fit relative to the conduct and activities of people in said fraternity home or on the grounds leased herein, and to change or alter the same as may be deemed good for the University, and failure on the part of the LESSEE, to conform to the rules and regulations thus provided shall subject said LESSEE, to immediate termination of the lease with order to remove buildings on the property herein leased at the option of the University and the University shall be the sole judge of the rules and conformity thereto.

(B), Permitted Uses. Subject to the terms and provisions hereof, Lessee and Fraternity shall use the Leased Premises and the buildings and improvement thereon solely for the housing, dining, and personal living needs of the LSU students and for the conduct of appropriate social and organizational activities of the Fraternity. LESSEE and Fraternity’s use of the Leased Premises and the buildings and improvement thereon shall comply at all times with all applicable laws, orders, ordinances, zoning ordinances, regulations, and statutes of any federal, state, parish or municipal government now or hereafter in effect, including all environmental laws and regulations, as well as all applicable LSU Rules and Regulations.

(C) Prohibited Uses. The possession, use, and/or consumption of any alcoholic beverage in or upon the Leased Premises or the buildings and improvement thereon must be in compliance with all applicable federal, state, or local statutes, ordinances, rules or regulations, and any rules or regulations adopted by LSU. Controlled substances, as defined by federal, state, or local statutes, ordinances, rules or regulations shall not be possessed, used or sold in or upon the Leased Premises or the buildings and improvement thereon. The possession, use and/or sale in or upon the Leased Premises or the buildings and improvement thereon of any controlled substance or illegal drugs is strictly prohibited. Any criminal behavior or violation of LSU Rules and Regulations, including but not limited to, assault and battery, hazing, or sexual misconduct are also strictly prohibited. Neither the Leased Premises and the buildings and improvement thereon

21. Notwithstanding anything to the contrary set forth in this Lease, in the event of the default of LESSEE hereunder or the default of Fraternity hereunder including, but not limited to, failure to comply with the terms, conditions, rules, regulations, requirements and provisions set forth in this Lease and/or in PM-68, or the withdrawal or suspension of the charter of the Gamma Chapter of Kappa Sigma Fraternity by the National Kappa Sigma organization, the disbanding of the Gamma Chapter of Kappa Sigma Fraternity, or if the Board or University suspends and/or revokes the Fraternity’s rights to operate the Fraternity at the University, each of which occurrences shall constitute a default by LESSEE, LESSOR, in addition to any other rights under Louisiana law, shall have the right, at its sole option to terminate this Lease and either:

- a. purchase the Improvements in accordance with Applicable Laws for an amount equal to the book value as of such termination date of the unamortized portion of the Improvements based on a forty-seven (47) year amortization;
- b. require that subject to approval by the LSU Representative, Lessee assign, sublease or otherwise transfer its interest in the Improvements and its rights under the Lease to another LSU affiliated fraternity or sorority in good

standing with University, or assign, sublease or transfer its Lease to a non-profit approved by Lessor as an affiliate organization; or

- c. subject to the provisions of Section 16 hereof, require LESSEE, at LESSEE's expense, to remove the Improvements from the Leased Premises and restore the Leased Premises to a clean and orderly unimproved condition provided.

22. In the event of the termination of this Lease other than as a result of the default of LESSEE or Fraternity, and other than at the end of the term, LESSOR shall have the sole option to purchase the Improvements in accordance with Applicable Laws for an amount equal to the book value as of such termination date of the unamortized portion of the Improvements based on a forty-seven (47) year amortization.

23. At the expiration of the term of this Lease:

- a. LESSOR shall have the right, at Lessor's sole option and to the extent allowed by Applicable Laws, to renew or extend this Lease on mutually agreeable terms and conditions;
- b. Lessor shall have the right to require that LESSEE and Fraternity transfer to LESSOR, at no cost, the Improvements; or
- c. LESSOR, at its sole option, can instead require the LESSEE at LESSEE's expense to remove the Improvements from the Leased Premises and restore the Leased Premises to a clean and orderly unimproved condition.

24. Notwithstanding anything to the contrary set forth herein, each and every obligation of LESSEE and Fraternity is deemed to be in solido.

25. Venue for any disputes arising under the Lease, as amended, shall be the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana

26. This Lease, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto and supersedes any prior agreements relative to the Leased Premises. This Lease, can only be modified in writing signed by the parties hereto.

27. In the event that any term or condition of the Lease, as amended, is determined to be in violation of any law, regulation, or ordinance, the Parties agree that any such term or condition will be severed from the Lease, as amended, and the Lease, as amended, shall be construed to give all other terms and conditions full force and effect.

NOW COMES, the Gamma Chapter of Kappa Sigma Fraternity who intervenes in this Lease, and specifically assumes all of the obligations of Fraternity as set forth herein.

[Signatures on Following Page]

Signature Page to Lease
Between Board of Supervisors of Louisiana State University
Agricultural and Mechanical College and Star and Crescent Foundation of Louisiana, Inc.

THUS DONE AND SIGNED in _____, Louisiana, on this ___ day of _____, 2016, in the presence of me, Notary, and the following competent witnesses, who have signed in the presence of the parties and me, Notary.

WITNESSES:

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

PRINTED NAME: _____

PRINTED NAME: _____

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

Notary Public
Printed Name of Notary: _____
Notary No. or La. Bar Roll No.: _____

THUS DONE AND SIGNED in _____, Louisiana, on this ___ day of _____, 2016, in the presence of me, Notary, and the following competent witnesses, who have signed in the presence of the parties and me, Notary.

WITNESSES:

**STAR AND CRESCENT FOUNDATION
OF LOUISIANA, INC.**

PRINTED NAME: _____

By: _____
PRINTED NAME: _____

PRINTED NAME: _____

Notary Public
Printed Name of Notary: _____
Notary No. or La. Bar Roll No.: _____

WITNESSES:

INTERVENOR:

**GAMMA CHAPTER OF KAPPA SIGMA
FRATERNITY**

Printed
Name: _____

By: _____

Printed
Name: _____

Title: _____
Date: _____

EXHIBIT "A"

TO LEASE

RESOLUTION OF STAR AND CRESCENT FOUNDATION OF LOUISIANA, INC.

EXHIBIT “B” TO LEASE**CERTAIN TERMS DEFINED**

“**Applicable Laws**” refers to all laws, statutes, rules, regulations, ordinances, zoning ordinances, building codes, resolutions and orders of any Governmental Authority, including but not limited to applicable rules, regulations and architectural standards of University and Board, applicable to the parties and substantially affecting the ability of the parties to meet their obligations hereunder; provided, however, that this definition shall not be interpreted as waiving protections granted to any party against future laws impairing the obligations of contracts between the parties and/or any third parties.

“**Architect,**” refers to any architect or other design professional, including their permitted successors and assigns, engaged by LESSEE to perform architectural or design services with respect to any phase of the design and/or construction of the Improvements or any other Work or any substitute or successor architect or other design professional engaged by LESSEE.

“**Board**” refers to the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

“**Business Day**” refers to any day other than a Saturday, Sunday, State or Federal holiday, or a day on which LESSOR’s business and most administrative offices are closed because of holiday, security, or weather or other events of force majeure.

“**Construction Contract,**” refers to one or more agreements for the construction of the Improvements or any other Work entered into by and between the LESSEE and the Contractor, including all amendments, modifications, exhibits, schedules, supplements and change orders to all such agreements.

“**Contractor,**” refers to the contractor or contractors selected by LESSEE to construct the Improvements or any other Work and their permitted successors and assigns.

“**Effective Date**” refers to the ___ day of _____, 2016.

“**Fraternity**” refers to the Gamma Chapter of the Kappa Sigma Fraternity.

“**Governmental Authority**” refers to any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, parish, district, municipality, city or otherwise) whether now or hereafter in existence.

“**Improvements,**” refers to the demolition of existing structures and construction of a new fraternity house and related improvements to be constructed on the Leased Premises in accordance with Plans and Specifications approved in accordance with the terms of this Lease .

“**Lease**” refers to the Lease to which this Exhibit is attached and made a part thereof between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and Star and Crescent Foundation of Louisiana, Inc.

“Leased Premises” refers to the area leased by LESSOR to LESSEE pursuant to this Lease and more fully described on page 1 of the Lease.

“LESSEE” refers to Star & Crescent Foundation of Louisiana, Inc.

“LESSOR” refers to the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

“LSU” refers to Louisiana State University and Agricultural and Mechanical College, an institution under the supervision and management of Board.

“LSU Rules and Regulations” refers to all current and future rules, regulations, procedures and directives promulgated by or pursuant to authority granted to University or Board.

“LSU Representative” refers to the President of LSU or his designees.

“Payment and Performance Bonds,” refers to payment and performance bonds required in connection with the construction of the Improvements or the performance of any Work.

“Plans and Specifications,” refers to one or more sets of final plans and specifications, including any amendments thereto, for design of the Improvements, or any other Work, materials selection and method of construction for the construction of the Improvements and for all other Work related thereto, which have been approved, in writing, by the LSU Representative.

“PM-68” refers to Presidential Memorandum 68 dated August 25, 1994.

“Punch List,” refers to a list prepared by the Architect and approved by the University Construction Monitor and the LSU Representative, which sets forth those items of Work to be completed following Substantial Completion, prior to final acceptance.

“Substantial Completion,” refers to the date or dates on which (a) the Architect has certified to LESSEE that Work (or, if approved by the University Construction Monitor and the LSU Representative, any portion of Work) has been completed substantially in accordance with the Plans and Specifications, subject to customary punch list items remaining to be completed, (b) the University Construction Monitor and the LSU Representative have given written approval of the Architect's certificate, which approval shall not be unreasonably delayed, withheld or conditioned, and (c) governmental certificates and approvals required to allow beneficial use and occupancy of the Improvements by the University have been obtained, including, but not limited to, a Certificate of Occupancy (whether temporary or final) and State Fire Marshal approval.

“University” refers to Louisiana State University and Agricultural and Mechanical College, an institution under the supervision and management of Board.

“University Construction Monitor,” one or more persons designated and authorized in writing from time to time by the President of LSU or his designee to monitor LESSEE's construction progress during the construction phase of the Improvements or any other Work who shall be either a licensed architect or a licensed engineer. The initial University Construction Monitor shall be the University's Director of Planning, Design and Construction.

“Work,” refers to all work and activities required to be undertaken by LESSEE in order to design and construct the Improvements and any future construction on the Leased Premises including, without limitation, the transportation and storage of materials, the securing of work sites and staging areas, the design, planning and construction of the Improvements and any future construction and all necessary utility placements, relocations, tie-ins and upgrades.

**EXHIBIT "C" TO THE LEASE
TERMS AND CONDITIONS APPLICABLE TO CONSTRUCTION**

Construction

At its sole cost and expense, LESSEE shall construct the Improvements and perform any Work in a good and workmanlike manner, in accordance with the following provisions:

Plans and Specifications/Change Orders

At least thirty (30) days prior to commencement of any construction, proposed final plans and specifications approved by the University Construction Monitor shall be delivered to the LSU Representative for his review. The LSU Representative shall approve or disapprove such proposed final plans and specifications in writing within thirty (30) days of receipt thereof. Any request for change orders to the Plans and Specifications or to the Construction Contract shall be made to the LSU Representative, who shall approve or disapprove such request in writing within ten (10) Business Days of having received such request from the LESSEE. Any change in work and materials relating to construction of the Improvements or any Work which either (1) materially alters the exterior appearance of the Improvements, or (2) materially alters the quality of materials or the interior appearance of any buildings forming part of the Improvements or Work and costs more than Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), is subject to the prior review and approval of the LSU Representative, which approval shall not be unreasonably withheld, delayed or conditioned. LESSEE shall notify the LSU Representative in writing of any such proposed changes in work or materials, and provide to the LSU Representative copies of the proposed changes, and the LSU Representative shall either approve or disapprove any such changes within seven (7) Business Days after receipt of such notice from LESSEE. Notification to the LSU Representative shall include copies of proposed change orders approved by the Contractor, the Architect, the LESSEE and the University Construction Monitor, and shall further include sufficient information for the LSU Representative to make a determination whether to approve or disapprove such changes in the Work or materials. Complete copies of all final change orders shall be provided to the LSU Representative no later than the commencement of the Work represented by the change order, even if LSU Representative approval is not required. Changes in work or materials relating to construction of the Improvements or Work not required to be submitted to the LSU Representative by this section shall be submitted in writing (unless written submission is waived by the University Construction Monitor) to and received by the University Construction Monitor who shall either approve or disapprove any such changes within four (4) Business Days after receipt of such request and copies of the proposed changes from LESSEE. If the University Construction Monitor fails to respond within such four (4) Business Day period, it shall be deemed that he approves such changes. Notwithstanding anything to the contrary set forth herein, no change order to the Construction Contract which materially and substantially deviates from the Construction Contract as originally approved shall be implemented without the prior written consent of the LSU Representative.

EXHIBIT "A"

TO LEASE

RESOLUTION OF STAR AND CRESCENT FOUNDATION OF LOUISIANA, INC.

EXHIBIT “B” TO LEASE**CERTAIN TERMS DEFINED**

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“**Architect,**” refers to any architect or other design professional, including their permitted successors and assigns, engaged by LESSEE to perform architectural or design services with respect to any phase of the design and/or construction of the Improvements or any other Work or any substitute or successor architect or other design professional engaged by LESSEE.

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“**Effective Date**” refers to the ___ day of _____, 2016.

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“PM-68” refers to Presidential Memorandum 68 dated August 25, 1994.

“Punch List,” refers to a list prepared by the Architect and approved by the University Construction Monitor and the LSU Representative, which sets forth those items of Work to be completed following Substantial Completion, prior to final acceptance.

“Substantial Completion,” refers to the date or dates on which (a) the Architect has certified to LESSEE that Work (or, if approved by the University Construction Monitor and the LSU Representative, any portion of Work) has been completed substantially in accordance with the Plans and Specifications, subject to customary punch list items remaining to be completed, (b) the University Construction Monitor and the LSU Representative have given written approval of the Architect's certificate, which approval shall not be unreasonably delayed, withheld or conditioned, and (c) governmental certificates and approvals required to allow beneficial use and occupancy of the Improvements by the University have been obtained, including, but not limited to, a Certificate of Occupancy (whether temporary or final) and State Fire Marshal approval.

“University” refers to Louisiana State University and Agricultural and Mechanical College, an institution under the supervision and management of Board.

“University Construction Monitor,” one or more persons designated and authorized in writing from time to time by the President of LSU or his designee to monitor LESSEE's construction progress during the construction phase of the Improvements or any other Work who shall be either a licensed architect or a licensed engineer. The initial University Construction Monitor shall be the University's Director of Planning, Design and Construction.

“Work,” refers to all work and activities required to be undertaken by LESSEE in order to design and construct the Improvements and any future construction on the Leased Premises including, without limitation, the transportation and storage of materials, the securing of work sites and staging areas, the design, planning and construction of the Improvements and any future construction and all necessary utility placements, relocations, tie-ins and upgrades.

**EXHIBIT "C" TO THE LEASE
TERMS AND CONDITIONS APPLICABLE TO CONSTRUCTION**

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Commencement of Work

No Work on the Improvements or otherwise shall commence until the LSU Representative has given written consent to the notice to proceed and written approval to the final proposed plans and specifications.

Construction Contract

The construction of the Improvements and all other Work shall be performed on behalf of LESSEE pursuant to the terms of a Construction Contract. LESSEE shall not enter into a proposed Construction Contract without the prior written approval of the LSU Representative. The LSU Representative shall approve or disapprove the proposed final contract within ten (10) days of receipt from LESSEE. Where appropriate, the Construction Contract and Payment and Performance Bonds shall be recorded properly with the Clerk of Court of East Baton Rouge Parish prior to commencement of the construction of the Improvements and any other Work. LESSEE shall include a liquidated damages clause acceptable to the LSU Representative in every proposed Construction Contract. Board, University and LESSEE hereby acknowledge the following, and the Construction Contract and all subcontracts entered into by the Contractor shall acknowledge expressly that they have been informed of the following:

- The Work will be performed solely and exclusively for LESSEE.
- LESSEE is a separate legal entity from Board or University. It is not acting as agent for Board or University, and LESSEE has no authority to obligate Board or University to any extent whatsoever.
- Neither Board, University nor the State of Louisiana shall be liable, directly or indirectly, for the payment of any sums whatsoever or for the performance of any other obligation whatsoever arising out of Work performed or to be performed pursuant to this Lease.
- LESSEE has no ownership interest in the Leased Premises on which the Work will be performed. The Work shall not give rise to any rights against the Leased Premises, Board or University.
- It is understood and agreed that Board, its members, employees and agents including but not limited to the LSU Representative and the University Construction Monitor, shall owe no legal duty to or assume any liability or responsibility to any party as a result of or in connection with any consent, approval or review given or undertaken in connection with the Work. No party shall infer, based on any consent, approval or review given or undertaken by Board, its members, employees or agents or University including but not limited to the LSU Representative and the University Construction Monitor, agreement with or endorsement of the particular matter at issue; rather, such consent, approval or review shall only be deemed to indicate “no objection” to the particular matter at issue.

Payment and Performance Bonds

LESSEE shall require that the Contractor provide a performance and labor and materials payment bond(s) with a corporate surety authorized to do business in the State of Louisiana. Said bond(s) shall be for the greater of the full amount of the Contract Sum or the Guaranteed Maximum Price as defined and established in any Construction Contract. LESSEE, the Board and the University shall be obligees under the bond(s).

Rights Concerning the Leased Premises During Construction

To the extent necessary, LESSEE and the Contractor shall have the right to occupy and use the Leased Premises, with reasonable ingress to and egress from the Leased Premises, during the term of this Lease and, with the prior written consent of the University Construction Monitor, shall fence or block off that area of the Leased Premises necessary to perform the Work in a safe and secure manner. LESSEE assumes all responsibility for the condition of the Leased Premises during the term of this Lease. Board and University shall not be responsible for any maintenance or repairs to the Leased Premises or the Work during the term of this Lease. The University Construction Monitor and the LSU Representative and any other individuals authorized by the LSU Representative shall at all times have access to the Leased Premises and the exercise of all rights as owner except as otherwise provided herein, even those not specifically acknowledged herein. LESSEE accepts the Leased Premises for the purposes herein outlined without any warranty of title or recourse whatsoever against Board and University.

Access over Adjoining Property during Construction

Board hereby grants to LESSEE a non-exclusive temporary right of access over and across such other property owned by Board only in so far as such is reasonably necessary in order for the LESSEE to fulfill its obligations hereunder, provided, however, that (1) such access routes are approved in writing by the University Construction Monitor; and (2) LESSEE shall not unreasonably interfere with Board's (or Board's lessee's) use of such other property.

LSU Rules and Regulations; Access During Construction

LESSEE agrees that it will comply with all Board and University Rules and Regulations with regard to all contractors and personnel entering the Leased Premises for purposes of construction, which rules and regulations will be addressed at the pre-construction conference, and that it will secure, at its own expense, all necessary permits and licenses from all regulatory agencies or bodies. LESSEE shall make these same requirements of the Contractor. At all times during construction, the University Construction Monitor, the LSU Representative and any individuals authorized by the LSU Representative shall have the right but not the obligation to enter the Leased Premises and review the Work to determine that it is being performed in compliance with the Plans and Specifications and in a good and workmanlike manner.

Signage

Before erecting or placing any sign upon the Leased Premises or the Improvements, LESSEE shall submit the design specifications of such sign to the LSU Representative for approval. LESSEE may only erect or place signage hereunder if it has obtained the prior written approval of the LSU Representative.

Acceptance of Construction

LESSEE and University agree to work together to identify and facilitate completion of all warranty and punch list items within the first year following acceptance of each phase of any Work. LESSEE will not accept any portion of the Work without the written approval of the LSU Representative. Board and University reserve the right to refuse to approve the acceptance of any phase of the Work unless monies equal to the value of the punch list deficiencies are withheld by the LESSEE and designated for payment to the Contractor only upon completion of the punch list items. Final payment shall not be made to the Contractor until the LSU Representative agrees in writing that the Punch List items have been completed.

Funds for Construction

At the LSU Representative's request, prior to the commencement of any phase of the Work, LESSEE shall satisfy the LSU Representative that the total amount of money needed to complete the Work, or phase of the Work being undertaken, has been collected or acquired by the LESSEE and is dedicated to that use. At the LSU Representative's sole option, LESSEE may be required to provide a letter of credit, a performance bond, or a dedicated escrow account to guarantee its performance.

On-Site Construction Inspector

If in the LSU Representative's sole discretion it is deemed necessary, LESSEE at LESSEE's expense shall hire an on-site construction inspector or clerk of the works for full-time supervision of the Work.

Inspection and Survey

LESSEE shall inspect the Leased Premises, and arrange for any necessary boundary surveys, topographical surveys, soil borings and other site investigations at its expense. LESSEE accepts the Leased Premises in its present condition.

No Liens; Release of Recorded Liens

LESSEE shall not suffer or permit any liens to be enforced against the Leased Premises, Board or University by reason of a failure to pay for any work, labor, services or materials supplied or claimed to have been supplied to LESSEE or to anyone through or under the LESSEE. If any such liens shall be recorded against the Leased Premises, LESSEE shall cause the same to be released of record, or in the alternative, if the Lessee in good faith desires to contest the same,

LESSEE shall be privileged to do so, but in such case, LESSEE shall promptly deposit with the Recorder of Mortgages of East Baton Rouge Parish a bond guaranteeing payment of any such liens and hereby agrees to indemnify, defend with an attorney of the LSU Representative's choice, and save Board and University harmless from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure on said lien, cause the same to be discharged and released prior to the execution of such judgment.

Insurance During Construction

Unless otherwise approved in writing by the LSU Representative, during any period in which Work is being performed by LESSEE, LESSEE shall maintain (or require the Contractor to maintain as indicated) the following:

1. Builder's Risk Insurance

Contractor shall provide an "All Risk" builder's risk insurance policy, including but not limited to fire and extended coverage insurance, vandalism and malicious mischief, for not less than one hundred (100%) percent of the full replacement value of the Work or property destroyed to protect against any damage or loss during the Work. This policy shall be taken out prior to commencement of construction and discontinued upon final completion and acceptance of the Work. It shall run in favor of Contractor, LESSEE, Board and University, as their interests may appear. The coverage shall include the Architect's fee for work required and reconstruction following a loss during construction. Written evidence of such insurance shall be provided to the LSU Representative prior to commencement of the Work.

2. General Liability and Property Damage Insurance

LESSEE and its contractors, before commencing any construction, shall procure and have in effect such comprehensive liability and property damage insurance, including insurance for the operation of motor vehicles, which will cover LESSEE's, Board's, University's and the Architect's legal liability arising out of the lease of the Leased Premises and the occupancy of the Improvements by LESSEE or any of its invitees, for claims for damages for personal injury, including accidental death, as well as claims for property damage, including but not limited to damage to surrounding buildings, which may arise therefrom, with minimum limits of liability of Two Million (\$2,000,000.00) dollars per occurrence and Five Million (\$5,000,000.00) dollars general aggregate. LESSEE shall also require its contractors and subcontractors to have in full force and effect a policy of workmen's compensation and employer's liability insurance before proceeding with any Work or construction under this Lease. Written evidence of such insurance shall be provided to the LSU Representative prior to commencement of any Work or construction on the Leased Premises or to the Improvements.

3. *General Insurance Requirements*

Unless otherwise approved by the LSU Representative in writing, the following requirements shall be applicable to insurance policies and coverages required pursuant to the terms of this Lease:

a. Required Insurance Shall Be Primary

All insurance required hereby shall be primary as respects Board, its members, officers, employees and authorized agents and University. Any insurance or self-insurance maintained by the Louisiana Office of Risk Management, Board or University shall be excess and noncontributory of LESSEE or any Contractors' insurance.

b. Failure to Comply With Reporting Requirements

Any failure of the LESSEE or Contractor to comply with reporting requirements of a policy required hereby shall not affect coverage provided to Board, its members, officers, employees and authorized agents and University.

c. Application of Multiple Policies

The LESSEE's and/or Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policy limits.

d. No Release

Neither the acceptance of the completed Work nor the payment therefor shall release the LESSEE or Contractor or insurer from applicable obligations of the insurance requirements or indemnification requirements set forth herein.

e. No Recourse

The insurance companies issuing the required policies shall have no recourse against Board or University for payment of premiums or for assessments under any form of the policies.

f. Excess Insurance

Excess umbrella insurance may be used to meet the minimum requirements for the general liability and automobile liability only.

g. Deductibles and SIR's

The LESSEE and/or Contractor shall be responsible for all deductibles and self-insured retentions.

h. No Special Limitations

The coverage required hereunder shall contain no special limitations (e.g. limitations beyond those that are normal and customary based on the policy, coverage and activity insured) on the scope of protection afforded to Board, its members, officers, employees and authorized agents and University.

i. Licensed Louisiana Insurers

All insurance shall be obtained through insurance companies duly licensed and authorized to do business in the State of Louisiana, which, to the extent available on commercially reasonable terms, bear a rating of A+:XV in the latest A. M. Best Co. ratings guide. If at any time an insurer issuing a policy hereunder does not meet the minimum A. M. Best Co. ratings, and such requirement has not been waived in writing by the LSU Representative, the LESSEE and/or Contractor shall obtain a policy with an insurer that meets the A. M. Best Co., rating required and shall submit another Certificate of Insurance as required hereunder.

j. Occurrence Based Policies

All insurance required hereunder, with the exception of Architect's Design Errors and Omissions policies, shall be occurrence coverage. Except as specifically permitted in writing by the LSU Representative, claims-made policies are not allowed.

k. Verification of Coverage

The LESSEE shall furnish the LSU Representative with Certificates of Insurance reflecting proof of coverage required hereunder. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the LSU Representative before Work commences and upon any contract renewal thereafter. The LSU Representative reserves the right to request complete certified copies of all required insurance policies at any time. Said certificates and policies shall, to the extent allowed by law, provide at least a twenty (20) day written notification to the LSU Representative prior to the cancellation thereof. Upon failure of the LESSEE to furnish, deliver and maintain such insurance as provided herein, and expiration of any applicable cure period, then Board and/or University may, but shall not shall be obligated to, obtain said insurance on behalf of the LESSEE at the LESSEE's commercially reasonable cost and expense. Failure of the LESSEE to purchase

and/or maintain, either itself or through its contractor(s), any required insurance, shall not relieve the LESSEE from any liability or indemnification hereunder.

l. Additional Insureds

The LESSEE, Board and its members, officers, employees and authorized agents and University shall each be named as additional insureds on all policies required hereby.

m. Additional Insurance

The LSU Representative may review LESSEE's required insurance as stated herein at the time of renewal of the policies or at the time of a material change, and the LSU Representative reserves the right to require reasonable additional limits or coverages to the extent available at commercially reasonable rates. LESSEE agrees to comply with any such reasonable request by the LSU Representative or to allow reasonable changes or reductions in coverages.

n. Blanket Policies

If any blanket general insurance policy of LESSEE complies with the requirements of this Lease, such insurance shall fulfill the requirements set forth herein.

o. Limitation on Liability

The insurance and other provisions of this Lease do not waive or abrogate, are not intended to waive or abrogate, and shall not be interpreted to waive or abrogate the limitation on liability established under La. R.S. 13:5106 for Board and University.

Oversight By Division of Administration Office of Facility Planning and Control ("OFPC")

Design and construction of the Improvements is subject to oversight by OFPC in accordance with La. R. S. 17:3361 (A) (2), and such oversight includes, but is not limited to (a) the right to review and approve plans and specifications prior to commencement of construction and to require changes to conform to Applicable Laws, including space and quality standards, and (b) the right to conduct periodic inspections during construction to ensure that all work is being performed in compliance with the OFPC approved Plans and Specifications.

**EXHIBIT “D” TO LEASE -
GENERAL INSURANCE REQUIREMENTS**

Insurance

Unless otherwise approved in writing by the LSU Representative, LESSEE shall maintain the following during the term of this Lease:

1. *General Liability and Property Damage Insurance*

At all times during the term of this Lease, LESSEE shall procure and have in effect such comprehensive liability and property damage insurance, including insurance for the operation of motor vehicles, which will cover LESSEE’s, Board’s, University’s and the Architect’s legal liability arising out of the lease or use of the Leased Premises and the occupancy of the Improvements by LESSEE or any of its invitees, for claims for damages for personal injury, including accidental death, as well as claims for property damage, including but not limited to damage to surrounding buildings, which may arise therefrom, with minimum limits of liability of Two Million (\$2,000,000.00) dollars per occurrence and Five Million (\$5,000,000.00) dollars general aggregate. LESSEE shall also require its contractors and subcontractors to have in full force and effect a policy of workmen’s compensation and employer’s liability insurance before proceeding with any Work or construction under this Lease. Written evidence of such insurance shall be provided to the LSU Representative prior to commencement of any Work or construction on the Leased Premises or to the Improvements.

2. *Property Loss Coverage*

At all times during the term of this Lease, LESSEE shall procure and have in effect property insurance for loss or damage to the Leased Premises and to the Improvements and Work by fire, lightning, earthquake, collapse, vandalism and malicious mischief, flood and storm surge and other perils as included in “extended coverage” or “broad form” insurance in an amount equal to 100% repair or replacement (including cost of demolition and debris removal) cost of the Improvements and any other Work on the Leased Premises less a commercially reasonable deduction but without allowance for depreciation.

3. *General Insurance Requirements*

Unless otherwise approved by the LSU Representative in writing, the following requirements shall be applicable to insurance policies and coverages required pursuant to the terms of this Lease:

a. *Required Insurance Shall Be Primary*

All insurance required hereby shall be primary as respects Board, its members, officers, employees and authorized agents and University. Any insurance or self-insurance maintained by the Louisiana Office of Risk Management, Board or University shall be excess and noncontributory of LESSEE or any Contractors' insurance.

b. *Failure to Comply With Reporting Requirements*

Any failure of the LESSEE to comply with reporting requirements of a policy required hereby shall not affect coverage provided to Board, its members, officers, employees and authorized agents and University.

c. *Application of Multiple Policies*

The LESSEE's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policy limits.

d. *No Release*

Neither the acceptance of the completed Work nor the payment therefor shall release the LESSEE or insurer from applicable obligations of the insurance requirements or indemnification requirements set forth herein.

e. *No Recourse*

The insurance companies issuing the required policies shall have no recourse against Board or University for payment of premiums or for assessments under any form of the policies.

f. *Excess Insurance*

Excess umbrella insurance may be used to meet the minimum requirements for the general liability and automobile liability only.

g. *Deductibles and SIR's*

The LESSEE shall be responsible for all deductibles and self-insured retentions.

h. No Special Limitations

The coverage required hereunder shall contain no special limitations (e.g. limitations beyond those that are normal and customary based on the policy, coverage and activity insured) on the scope of protection afforded to Board, its members, officers, employees and authorized agents and University.

i. Licensed Louisiana Insurers

All insurance shall be obtained through insurance companies duly licensed and authorized to do business in the State of Louisiana, which, to the extent available on commercially reasonable terms, bear a rating of A+:XV in the latest A. M. Best Co. ratings guide. If at any time an insurer issuing a policy hereunder does not meet the minimum A. M. Best Co. ratings, and such requirement has not been waived in writing by the LSU Representative, the LESSEE shall obtain a policy with an insurer that meets the A. M. Best Co., rating required and shall submit another Certificate of Insurance as required hereunder.

j. Occurrence Based Policies

All insurance required hereunder, with the exception of Architect's Design Errors and Omissions policies, shall be occurrence coverage. Except as specifically permitted in writing by the LSU Representative, claims-made policies are not allowed.

k. Verification of Coverage

The LESSEE shall furnish the LSU Representative with Certificates of Insurance reflecting proof of coverage required hereunder. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the LSU Representative before Work commences and upon any contract renewal thereafter. The LSU Representative reserves the right to request complete certified copies of all required insurance policies at any time. Said certificates and policies shall, to the extent allowed by law, provide at least a twenty (20) day written notification to the LSU Representative prior to the cancellation thereof. Upon failure of the LESSEE to furnish, deliver and maintain such insurance as provided herein, and expiration of any applicable cure period, then Board and/or University may, but shall not shall be obligated to, obtain said insurance on behalf of the LESSEE at the LESSEE's commercially reasonable cost and expense. Failure of the LESSEE to purchase and/or maintain, either itself or through its contractor(s), any required insurance, shall not relieve the LESSEE from any liability or indemnification hereunder.

l. Additional Insureds

The LESSEE, Board and its members, officers, employees and authorized agents and University shall each be named as additional insureds on all policies required hereby.

m. Additional Insurance

The LSU Representative may review LESSEE's required insurance as stated herein at the time of renewal of the policies or at the time of a material change, and the LSU Representative reserves the right to require reasonable additional limits or coverages to the extent available at commercially reasonable rates. LESSEE agrees to comply with any such reasonable request by the LSU Representative or to allow reasonable changes or reductions in coverages.

n. Limitation on Liability

The insurance and other provisions of this Lease do not waive or abrogate, are not intended to waive or abrogate, and shall not be interpreted to waive or abrogate the limitation on liability established under La. R.S. 13:5106 for Board and University.

**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE**

TERMINATION OF LEASE

BE IT KNOWN that on the dates hereinafter set forth, but effective as of the ___ day of _____, 2016, before the undersigned Notaries Public, duly commissioned and qualified in and for the aforesaid Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared:

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (hereinafter “Board” or “LESSOR”), a public constitutional corporation organized and existing under the Constitution and laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, appearing herein through its President, F. King Alexander, duly authorized;

and

KAPPA SIGMA HOME BUILDING CORPORATION, a Louisiana nonprofit corporation herein represented by _____ by virtue of a duly authorized resolution attached hereto and made a part hereof as Exhibit “A” (hereinafter referred to as “LESSEE”).

W I T N E S S E T H:

WHEREAS, pursuant to La. R.S. 17:3361, et seq., and by virtue of a Lease dated May 31, 1937, filed and recorded as Original 76, Bundle 1149 in the official records of East Baton Rouge Parish, Louisiana, as amended on March 15, 1938, filed and recorded in the official records of East Baton Rouge Parish, Louisiana as Original 77, Bundle 1149 (herein collectively the “Lease”), the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, leased to Kappa Sigma Home Building Corporation, for a term of ninety-nine (99) years commencing June 1, 1937, the following described property located on the campus of Louisiana State University (herein “LSU” or “University”) an institution under the supervision and management of Board:

A certain tract or parcel of ground shown as Lot #5, situated in the Parish of East Baton Rouge, State of Louisiana, and being a part of the property comprising the grounds of the new Louisiana State University and Agricultural and Mechanical College, said lot #5 being shown on a plat or the survey made by John J. Munding, Registered Civil Engineer, dated April 14, 1938, and being described as follows; starting at a point which is the intersection of the east right of way on Highland Road (30'-0 from the center line of said road) and the prolongation of the north right of way of Dalrymple Drive (30'-0 from the center line of said Drive) which point of intersection is marked by a small circle on the plat, thence easterly along said north right of way on Dalrymple Drive a distance of 410.43 feet to a pipe marking the south west corner of this site #5 for a point of beginning, thence 81°35' to the left and in a northerly direction 150 feet to an iron pipe for corner, thence 90° to the right and in an easterly direction 150 feet to an iron pipe and corner, thence 90° to the right and in a southerly direction 172.18 feet to an iron pipe and corner on the north right of way of Dalrymple Drive, thence 81°35' to the right and in a westerly direction along said north right of way on Dalrymple Drive a distance of 151.64 feet to the point of beginning and southwest corner of this site;

herein the “Leased Premises” and

WHEREAS, LESSOR and LESSEE desire to terminate the Lease.

NOW, THEREFORE, the parties agree that the Lease dated May 31, 1937, filed and recorded as Original 76, Bundle 1149 in the official records of East Baton Rouge Parish, Louisiana, as amended on March 15, 1938, filed and recorded in the official records of East Baton Rouge Parish, Louisiana as Original 77, Bundle 1149, is hereby terminated in its entirety effective as of the ___ day of _____, 2016.

THUS DONE AND SIGNED in _____, Louisiana, on this ___ day of _____, 20___, in the presence of me, Notary, and the following competent witnesses, who have signed in the presence of the parties and me, Notary.

WITNESSES:

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

PRINTED NAME: _____

PRINTED NAME: _____

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

Notary Public
Printed Name of Notary: _____
Notary No. or La. Bar Roll No.: _____

THUS DONE AND SIGNED in _____, Louisiana, on this ___ day of _____, 20___, in the presence of me, Notary, and the following competent witnesses, who have signed in the presence of the parties and me, Notary.

WITNESSES:

**KAPPA SIGMA HOME BUILDING
CORPORATION**

PRINTED NAME: _____

PRINTED NAME: _____

By: _____
PRINTED NAME: _____

Notary Public
Printed Name of Notary: _____
Notary No. or La. Bar Roll No.: _____

EXHIBIT "A"
TO TERMINATION OF LEASE
(Resolution of Kappa Sigma Home Building Corporation)



Recommendation to Approve Amendment to Cooperative Endeavor Agreement by and Among LSU Research and Technology Foundation and Board of Supervisors of Louisiana State University and Agricultural and Mechanical College

To: Members of the Board of Supervisors

Date: June 24, 2016

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

A.1 Any matter having a significant or long-term impact, directly or indirectly, on the finances or the academic, educational, research, or service missions of the University or any of its campuses.

1. Summary of Matter

This is a first amendment (“Amendment”) to a Cooperative Endeavor Agreement (CEA) between the LSU Research and Technology Foundation (RTF) and the LSU Board of Supervisors (Board), dated September 17, 2013, for the operation and management of the Louisiana Digital Media Facility (LDMF), also known as the Digital Media Center, by the LSU Research and Technology Foundation. The LDMF and the Louisiana Emerging Technology Center (LETC) building are both built on LSU land under a lease agreement dated August 21st, 2003. The LETC is managed under the terms of the lease agreement, while the LDMF is managed under the terms of the CEA. This amendment will combine the operation of the Louisiana Emerging Technology Center (LETC) with LDMF for the purpose of jointly managing the two buildings under one agreement. It will also allow the RTF to bring professional management in to assist with the management of these buildings. Because the financial management of the buildings will be combined and there is an approval process that includes LSU’s facilities staff there will be greater efficiency and transparency regarding the financial operations of the buildings in order to maximize the value received from these buildings. The termination process is simplified and allows either party to terminate with 45-day notice.

The Amendment also makes the term of this CEA consistent with the existing lease between the RTF and LSU that was entered into on August 21st, 2003, which covers the property where the LDMF and LETC are located.

2. Review of Business Plan

The Office of Facilities and Property Oversight has discussed and accepted the budgetary needs of the Amendment.

3. Fiscal Impact

The existing CEA caps LSU’s liability at \$750,000 per year and there is no change to this amount in the Amendment.

4. Description of Competitive Process

Not Applicable.

5. Review of Documents Related to Referenced Matter

The proposed amendment has been reviewed by campus legal and administrative staff.

6. Parties of Interest

Not Applicable.

7. Related Transactions

Not Applicable

8. Conflicts of Interest

None.

ATTACHMENTS

- I. Proposed First Amendment to the Original Cooperative Endeavor Agreement
- II. Original Cooperative Endeavor Agreement

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes its Vice President for Finance & Administration and CFO, Daniel T. Layzell, or his designee to execute the First Amendment (“Amendment”) to the Original Cooperative Endeavor Agreement with the LSU Research and Technology Foundation dated September 17, 2013 and any related documents and to make any changes that he deems to be in the best interest of the University. This Amendment shall be effective as of June 24, 2016.

**FIRST AMENDMENT TO
COOPERATIVE ENDEAVOR AGREEMENT**

THIS FIRST AMENDMENT TO THE COOPERATIVE ENDEAVOR AGREEMENT (the “**Agreement**”) is made and entered into as of June 24, 2016 (the “**Effective Date**”), by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, a public constitutional corporation of the State of Louisiana, represented herein Daniel T. Layzell, its duly authorized undersigned Vice President for Finance and Administration & CFO (hereinafter referred to as “**LSU**”), and the Louisiana State University System Research and Technology Foundation, a nonprofit Louisiana corporation, represented herein by Arthur R. Cooper, its duly authorized undersigned Chief Executive Officer (hereinafter referred to as the “**R & T FOUNDATION**”) (LSU and the R & T FOUNDATION are each a “**Party**” and collectively, 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, the Parties entered into the original Cooperative Endeavor Agreement (“**2013 CEA**”) on September 17, 2013 and hereby incorporates the Recitals of the 2013 CEA as if copied in extenso.

WHEREAS, the Parties entered into an Agreement and Lease of Property (“**LEASE**”) for Construction of the Louisiana Emerging Technology Center (“**LETC**”) on August 21st, 2003, which was amended to include the Louisiana Digital Media Facility (“**LDMF**”), on of May 11, 2011;

WHEREAS, the LETC and LDMF have been completed and, the R & T FOUNDATION has donated the LDMF to LSU;

WHEREAS, the LETC and LDMF have been operated and managed by the R & T FOUNDATION during their construction and since their completion;

WHEREAS, the Parties desire to provide that the term of the LEASE which includes land that the LDMF (also referred to as the Digital Media Center) and LETC were constructed on and this agreement are the same and the terms of this agreement be amended to change the provisions to simplify the agreement between the parties;

NOW THEREFORE, in consideration of the mutual covenants herein contained and the public purposes and benefits to be obtained hereby, the Parties agree as follows:

Amendment 1

The term PROPERTY shall mean the the Louisiana Emerging Techno Center and the Digital Media Center (also referred to as the Louisiana Digital Media Center) as more particularly described in Exhibit 1 to this amendment and LDMF in the 2013 CEA will be replaced by the term PROPERTY wherever it is used in the 2013 CEA in an article that is not amended and replaced by Amendment 3 below.

Amendment 2

Articles I, II, III and IX are hereby amended and replaced and an Exhibit 1 is attached to this amendment as an addition to the prior Exhibits, the remaining terms of the original agreement shall be incorporated into this Agreement as if copied in extenso, the amended Articles are as follows:

**ARTICLE I
SCOPE OF SERVICES AND TERM**

Section 1.01 Scope of Services

The R & T FOUNDATION hereby agrees to render the following services to the PROPERTY described in Exhibit A of this agreement:

(A) Services.

- (1) Routine Services. The R & T FOUNDATION will operate and manage the PROPERTY or contract to have it preformed, and, in connection therewith, will (a) provide routine janitorial services required by the normal, prudent use of the PROPERTY, (the “**Routine Janitorial Services**”); (b) maintain in good repair, ordinary wear and tear excepted, (i) the roof, foundation, elevators, exterior walls, and exterior windows, (ii) the electrical, heating, air conditioning, ventilation, lighting, plumbing and fire alarm systems, utility lines, and sewer pipes forming a part of or serving the PROPERTY, and (iii) the parking lot, entrances, exits, stairways, common areas, and exterior landscaping (the “**Routine Maintenance Services**”); (c) respond to tenant issues that arise in the normal, prudent use of the Property, such as replacing light bulbs, cleaning windows, and making minor repairs, including minor repairs to interior and/or demising walls, interior windows, and interior doors; and (d) invoice tenants for amount owed by tenants (the “**Routine Tenant Services**”) (collectively, the Routine Janitorial Services, Routine Maintenance Services and Routine Tenant Services are referred to herein as the “**Routine Services**”).
- (2) Non-Routine Services. The R & T FOUNDATION will also provide, or contract to have it provided, other services in connection with the operation and management of the Property other than those Routine Services identified in Subsection (A)(1) of this Section 1.01of this

agreement , including, but not limited to major interior or exterior repairs (the “**Non-Routine Services**”), the R & T FOUNDATION will obtain written approval from, a representative of LSU designated hereunder to act on behalf of LSU (the “**LSU Designated Representative**”).)

- (B) Non-Routine Services Provided to a Tenant. If requested by a Tenant of the Property, the R & T FOUNDATION will also provide Non-Routine services for that Tenant on and invoice the Tenant directly for such services.
- (C) Alterations and Planning. the R & T FOUNDATION will only authorize the requested alteration, physical addition, modification, improvement, master planning, business plan development or any other type of study to the Property or for the evaluation of other property to include in the definition of the Property after (1) providing written notice to the LSU Designated Representative of, and obtaining written approval from the LSU Designated Representative authorizing, performance of the work requested and (2) confirming with LSU who will perform the and how the work will be paid for, including any financing.
- (D) Expenses Requiring LSU Approval. Before incurring any expense that exceeds \$2,500 the R & T FOUNDATION will obtain written approval from the LSU Designated Representative. The approval for a recurring expense only needs to be at the time of the initial expenditure.
- (E) Annual Operating Budget. The R & T FOUNDATION will prepare an operating budget delineating the expenses that the R & T FOUNDATION anticipates it will incur to operate and manage the Property for the upcoming calendar year and forward this operating budget to the LSU Designated Representative at least sixty (60) days before the start of the year. During this budget process, the LSU Designated Representative may amend the threshold amount of any budget item and approval of the budget will serve as approval under Subsection 1.01 (D) of this agreement up to the amount established in the approved budget.

Section 1.02 LSU Review, Payment, and Representatives.

- (A) Payment Obligations. Subject to the terms and conditions of this Agreement, LSU will pay the amounts described Article II of this Agreement including to the full amount of any insufficiency in PROPERTY Account in Article II of this agreement provided the insufficiency is the result of items that were approved pursuant to Subsection 1.01 of this agreement; provided that, LSU will not be obligated to pay in any one fiscal year more than \$750,000.00 in connection with this Agreement.
- (B) Written Response. Within five (5) business days of receiving written notice of any expense requiring LSU approval as described in Subsection 1.01(D) of this Agreement LSU, through its Designated Representative, will provide written approval of the expense or indicate in writing that it does not approve of the

expense and if the expense is not approved it will not be considered in determining the deficiency amount in Subsection 2.01(C)(3) of this amendment.

(C) LSU Designated Representative and Point of Contact.

- (1) For purposes of this Agreement, the LSU Designated Representative is LSU's Associate Vice President for Facilities and Property Oversight or his designee or such other individual as may in the future be identified by LSU by written notice provided to the R & T FOUNDATION in the manner provided for in Section 12.03 of this Agreement.
- (2) For purposes of this Agreement, the R & T FOUNDATION's Chief Executive Officer, or such other entity and/or individual as may in the future be identified by the R & T FOUNDATION by written notice provided to the LSU in the manner provided for in Section 12.03 of this Agreement, will be the point of contact for issues arising under Paragraphs 2 (Services), 7 (Care and Use of Facilities), 8 (Alterations or Property), 10 (Maintenance), 22 (Right of Entry or Inspection), 27 (Utilities and Other Services), and 29 (Property).

ARTICLE II PAYMENT TERMS

Section 2.01 Payment Process.

- (A) PROPERTY Account. The R & T FOUNDATION will establish, or contract to have it established, a separate checking account for the PROPERTY (the "**PROPERTY Account**") and all revenue and expenses associated with the PROPERTY shall be deposited or deducted of this account. The R & T FOUNDATION will provide LSU an accounting of the deposits and deductions from this account within 15 days from the end of each month
- (B) Payment for Services and List of Expenses. LSU will notify the R & T FOUNDATION of any revenue it received from a third party for the use of the Property, the R & T FOUNDATION will invoice LSU ten (10) days prior to the first day of each ensuing calendar month, and LSU will pay the R & T FOUNDATION the any amounts received by LSU for the use of the PROPERTY. LSU will provide, on a regular basis, a list of all the expenses LSU has incurred for the operation of the PROPERTY.
- (C) Payment of Expenses and Insurance.
 - (1) Services and Alterations. All expenses that were or are incurred by the R & T FOUNDATION in connection with providing the Routine Services, Non-Routine Service and Alterations will be paid out of the PROPERTY Account.

- (2) Insurance. The Insurance Reimbursement Amount described and defined in Subsection 4.02 of the original Agreement, will be paid out of the PROPERTY Account. In the event that the PROPERTY Account does not have sufficient funds to pay this amount, the R & T FOUNDATION will so advise the LSU Designated Representative in writing and LSU will then remit to the R & T FOUNDATION sufficient funds from the Reserve Maintenance Fund (or some other source) to cover the deficiency.
- (3) Deficiency of Property Account. In the event that the Property Account does not have sufficient funds the R & T FOUNDATION will so advise the LSU Designated Representative in writing and LSU will then remit to the R & T FOUNDATION sufficient funds to cover the deficiency provided the deficiency has occurred from expenses that have been approved by LSU pursuant to Section 1.01 (D) of this agreement. If the deficiency is the result of maintenance items, the LSU Designated Representative will remit the funds from the Reserve Maintenance Fund
- (D) Accounting. Each quarter, the R & T FOUNDATION will provide the LSU Representative with an accounting of all revenue received and expenses incurred in connection with the PROPERTY, as well as a copy of the account statement for the PROPERTY Account and a comparison, on a year-to-date basis, of the budgeted amount with the actual expenditures. Any excess funds may be at the request of LSU be distributed to LSU for payment of expenses of LSU identified in Section 2.01(B) (less any amounts at current rental rates allocated to space located in the PROPERTY occupied by LSU) or to additional funds owed to LSU by the R & T FOUNDATION. Any funds remaining after reimbursement to LSU may be distributed to the R & T FOUNDATION.
- (E) The Reserve Maintenance Fund. LSU will retain from the amount paid pursuant to Section 2.01 (B) of this Agreement (the “**Reserve Maintenance Fund Amount**”) and place it in a separate account maintained by LSU (the “**Reserve Maintenance Fund**”) in an amount as mutually agreed upon by the R&T Foundation and LSU through the annual operating budget process in Subsection 1.01(E) of this amendment.

Section 2.02 Amendment of PROPERTY

- (A) Existing Space. In the future, any space that is currently occupied by LSU in the PROPERTY may be made available to 3rd party tenants at LSU’s request and it would be managed under this agreement.

(B) Additional Property. At the LSU Designated Representative request additional property may be added to Exhibit A by the agreement of the Parties. The amended Exhibit A must be signed and dated by the LSU Designated Representative and the R & T FOUNDATION and a notice send to all parties listed in Section 15.03 of the original agreement.

**ARTICLE III
TERMINATION AND SUBCONTRACT**

Section 3.01. Termination by Parties. Either Party will have the option to terminate this Agreement upon forty-five (45) days written notice, however should LSU terminates this agreement then LSU agrees to assume the payment any expense approved pursuant to Section 1.01 (D) of this agreement.

Section 3.02. Subcontract by the R & T FOUNDATION. With consent of the LSU Designated Representative, the R & T FOUNDATION can subcontract with a 3rd Party to provide the services under this agreement.



**ARTICLE IX
TERM**

This Agreement shall begin on the Effective Date listed above and shall terminate at the same time as the Agreement and Lease of Property which is 50 years from the 21st day of August 2003 (“2003 Lease”); unless terminated earlier.

[Signature page follows]

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the ____ day of June, 2016, to be effective as of the Effective Date.

WITNESSES:

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

By: _____
Name: Daniel T. Layzell
Title: Vice President for Finance
Administration & CFO

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the ____ day of June, 2016, to be effective as of the Effective Date.

WITNESSES:

**LOUISIANA STATE UNIVERSITY
SYSTEM RESEARCH AND
TECHNOLOGY FOUNDATION**

By: _____
Name: Arthur R. Cooper
Title: Chief Executive Officer

Exhibit to Amendment

A – Property Covered

[Signature Page for Cooperative Endeavor Agreement]

Exhibit 1

The following property is covered by this agreement:

1. The Digital Media Center is a 94,000 sq. ft. building which was constructed by the R&T Foundation pursuant to the LEASE, as amended. The building currently houses both LSU's Center for Computation and Technology ("CCT") and Electronic Arts ("EA"). EA is currently occupying the 3rd Floor of the Digital Media Center.
2. The Louisiana Emerging Technology Center is a 67,000 sq. ft. building which was constructed by the R&T Foundation pursuant to the LEASE. The building houses private companies, primarily startup technology companies and LSU's Office of Innovation and Technology Commercialization.

EXECUTION VERSION

COOPERATIVE ENDEAVOR AGREEMENT
BY AND AMONG
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY
AND AGRICULTURAL AND MECHANICAL COLLEGE
AND
LOUISIANA STATE UNIVERSITY SYSTEM
RESEARCH AND TECHNOLOGY FOUNDATION

DATED AS OF SEPTEMBER 17, 2013

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT (the “**Agreement**”) is made and entered into as of September 17, 2013 (the “**Effective Date**”), by and between 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 F. King Alexander, its duly authorized undersigned President & Chancellor (hereinafter referred to as “**LSU**”), and the Louisiana State University System Research and Technology Foundation, a nonprofit Louisiana corporation, represented herein by Arthur R. Cooper, its duly authorized undersigned Chief Executive Officer (hereinafter referred to as the “**R&T Foundation**”) (LSU and the R&T Foundation are each a “**Party**” and collectively, 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, the State of Louisiana (the “**State**”), the Louisiana Department of Economic Development (the “**LED**”), the City of Baton Rouge/Parish of East Baton Rouge and LSU entered into that certain Cooperative Endeavor Agreement, effective July 1, 2008 (the “**2008 CEA**,” attached hereto as **Exhibit A**), for the stated purpose of promoting the development of the digital interactive media industry in the State, and encouraging technology transfer and research and development in the field of digital interactive media, by providing for relevant curricula, workforce and facilities in support thereof, including assistance to the Louisiana Digital Media Facility (the “**LDMF**”).

WHEREAS, the 2008 CEA provides, among other things, that (1) LSU will work collaboratively and negotiate in good faith with the anchor tenant of the proposed LDMF (the “**Anchor Tenant**,” currently Electronic Arts, Inc.) regarding the location, design, funding and construction of a space to house the proposed LDMF and the Anchor Tenant; and (2) the LED will provide funds to LSU for lease or use support for the Anchor Tenant at the LDMF subject to the terms of “a second Cooperative Endeavor Agreement.”

WHEREAS, in conformance with the stated purpose of the 2008 CEA, LSU and the R&T Foundation subsequently entered into that certain Amended and Restated Agreement and Lease of Property for Construction of the Louisiana Emerging Technology Center and the Louisiana Digital Media Facility, dated as of May 11, 2011 (the “**Construction Agreement**”), to permit the R&T Foundation to construct the LDMF

(together with parking lot reconfiguration, the “**Improvements**”) on the LSU main campus;

WHEREAS, the Improvements have been completed and, in accordance with Section 8 of the Construction Agreement, the R&T Foundation has offered to donate, and LSU has agreed in writing to accept the donation of, the Improvements to LSU (the “**Donation**”) pursuant to the terms of a donation agreement to be executed contemporaneously with this Agreement;

WHEREAS, the R&T Foundation has operated and managed the Improvements since the Anchor Tenant moved into the LDMF on February 1, 2013, and entered into a Lease Agreement with the R&T Foundation (the “**Anchor Tenant Lease Agreement**,” attached hereto as **Exhibit B**) on the same date;

WHEREAS, the Parties believe the R&T Foundation can react more quickly than LSU to the needs of LDMF tenants, including the Anchor Tenant, and thus LSU has requested that the R&T Foundation continue to operate and manage the Improvements following the Donation subject to the terms and conditions set forth herein;

WHEREAS, the R&T Foundation has agreed to continue to operate and manage the Improvements following the Donation subject to the terms and conditions set forth herein; and

WHEREAS, the Anchor Tenant Lease Agreement provides that all of the provisions thereof as to the rights and obligations of the R&T Foundation shall apply to LSU upon the Donation;

NOW THEREFORE, in consideration of the mutual covenants herein contained and the public purposes and benefits to be obtained hereby, the Parties agree as follows:

ARTICLE I

Section 1.01 Scope of Services

Contractor hereby agrees to render the following services:

(A) Services.

- (1) Routine Services. Subject to the terms and conditions of Subsection (B) of this Section 1.01, the R&T Foundation will operate and manage the Improvements and, in connection therewith, will (a) provide routine janitorial services required by the normal, prudent use of the Improvements, such as emptying trash cans, vacuuming the carpet, and cleaning the kitchen, break rooms, restrooms and common areas on a daily basis (Saturdays, Sundays and holidays excepted), removing trash from the parking

lot on a weekly basis, polishing all hard floors and tiled areas twice a month, and steam cleaning the carpet annually (the “**Routine Janitorial Services**”); (b) maintain in good repair, ordinary wear and tear excepted, (i) the roof, foundation, elevators, exterior walls, and exterior windows, (ii) the electrical, heating, air conditioning, ventilation, lighting, plumbing and fire alarm systems, utility lines, and sewer pipes forming a part of or serving the LDMF, and (iii) the parking lot, entrances, exits, stairways, common areas, and exterior landscaping (the “**Routine Maintenance Services**”); and (c) respond to tenant issues that arise in the normal, prudent use of the Improvements, such as replacing light bulbs, cleaning windows, and making minor repairs, including minor repairs to interior and/or demising walls, interior windows, and interior doors (the “**Routine Tenant Services**”) (collectively, the Routine Janitorial Services, Routine Maintenance Services and Routine Tenant Services are referred to herein as the “**Routine Services**”).

(2) Non-Routine Services. Subject to the terms and conditions of Subsection (B) of this Section 1.01, the R&T Foundation will also provide services in connection with the operation and management of the Improvements other than those Routine Services identified in Subsection (A)(1) of this Section 1.01, including major interior or exterior repairs (the “**Non-Routine Services**”), provided that the R&T Foundation is capable of providing such services.

(B) Services Requiring LSU Approval. Before incurring any individual expense for the provision of Routine or Non-Routine Services that exceeds \$2,500, the R&T Foundation will first provide written notice to, and obtain written approval to proceed from, a representative of LSU designated hereunder to act on behalf of LSU (the “**LSU Designated Representative**”).

(C) Extra Janitorial Services Provided Anchor Tenant. If requested by the Anchor Tenant and consistent with the terms of the Participation and Use Agreement (as defined in the 2008 CEA), the R&T Foundation will also provide janitorial services for the Anchor Tenant on Saturdays, Sundays, holidays and/or at night and invoice the Anchor Tenant directly for such janitorial services.

(D) Alterations. Should a Tenant request an alteration, physical addition, modification or improvement of its leased space within the LDMF, the R&T Foundation will only authorize the requested alteration, physical addition, modification or improvement to be made by or on behalf of the Tenant, or make the requested alteration, physical addition, modification or improvement for the Tenant, after (1) providing written notice to the LSU Designated Representative of, and obtaining written approval from

the LSU Designated Representative authorizing, performance of the work requested and (2) confirming with LSU who will perform and pay for the work requested.

- (E) Annual Operating Budget. Within ten (10) days of the Effective Date of this Agreement and on or before each annual anniversary of the Effective Date of this Agreement through and including June 30, 2018, the R&T Foundation will prepare an operating budget delineating the expenses that the R&T Foundation anticipates it will incur to operate and manage the Improvements for the upcoming year and forward this operating budget to the LSU Designated Representative for approval by the appropriate Vice Chancellor. During this budget process, the appropriate Vice Chancellor may amend the threshold amount of any individual expense for the provision of Routine or Non-Routine Services that requires LSU approval as set forth in Subsection 1.01(B) of this Agreement.
- (F) Reporting. On or before each six month anniversary of the Effective Date of this Agreement through and including June 30, 2018, the R&T Foundation will prepare a written report concerning the use of funds the R&T Foundation receives hereunder as well as the specific goals and objectives for the use of such funds and forward this written report to the LSU Designated Representative. ARC
DTC
- (G) Property. Any non-consumable movable or immovable property purchased by the Foundation for permanent use in or incorporation into the LDMF shall become the property of LSU. Foundation agrees to execute any formal documentation necessary to memorialize such donation.

Section 1.02 LSU Review, Payment, and Representatives.

- (A) Payment Obligations. Subject to the terms and conditions of this Agreement, LSU will pay (1) the R&T Foundation Monthly Management Fee described and defined in Subsection 2.01(B)(1) of this Agreement, (2) the Monthly Use Support Payment described and defined in Subsection 2.01(B)(2) of this Agreement (less the Reserve Maintenance Fund Amount described and defined in Subsection 2.01(C) of this Agreement), and (3) to the extent that the LDMF Account and the Reserve Maintenance Fund as described and defined in Subsections 2.01(A) and (C) of this Agreement, respectively, do not contain sufficient funds to pay (a) all expenses incurred by the R&T Foundation in connection with providing the Services identified in Section 1.01 of this Agreement as described in Subsection 2.01(D) of this Agreement and (b) the Insurance Reimbursement Amount as described in Subsection 2.01(D) of this Agreement, the full amount of such insufficiency; provided that, LSU will not be obligated to pay in any one fiscal year greater than \$750,000.00 in

connection with this Agreement. Under no circumstance will the R&T Foundation be obligated to pay any of the amounts described in this Subsection 1.02(A).

- (B) Monitoring Plan. The LSU Designated Representative will monitor compliance with the terms of this Agreement and, in connection therewith, will review each written report provided by the R&T Foundation as described in Subsection 1.01(F) of this Agreement.
- (C) Written Response. Within five (5) business days of receiving written notice of any expense requiring LSU approval as described in Subsections 1.01(B) and 1.01(D) of this Agreement, LSU, through its Designated Representative, will provide written approval of the expense or indicate in writing that it does not approve of the expense.
- (D) LSU Designated Representative and Point of Contact.
- (1) For purposes of this Agreement, the LSU Designated Representative is LSU's Executive Director for Facilities Services or his designee or such other individual as may in the future be identified by LSU by written notice provided to the R&T Foundation in the manner provided for in Section 15.03 of this Agreement.
 - (2) For purposes of the Anchor Tenant Lease Agreement, the R&T Foundation and its Chief Executive Officer, Arthur R. Cooper, or such other entity and/or individual as may in the future be identified by LSU by written notice provided to the R&T Foundation in the manner provided for in Section 15.03 of this Agreement, will be the point of contact for issues arising under Paragraphs 2 (Services), 7 (Care and Use of Facilities), 8 (Alterations or improvements), 10 (Maintenance), 22 (Right of Entry or Inspection), 27 (Utilities and Other Services), and 29 (Improvements).

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ARTICLE II PAYMENT TERMS

Section 2.01 Payment Process.

- (A) LDMF Account. The R&T Foundation will establish a separate checking account for the LDMF (the "LDMF Account").
- (B) Payment for Services and Use Support. On and after the Effective Date of this Agreement, the R&T Foundation will invoice LSU for the following amounts ten (10) days prior to the first day of each ensuing calendar

month, and LSU will pay the R&T Foundation the following amounts by the first day of each ensuing calendar month (less the Reserve Maintenance Fund Amount described and defined in Subsection 2.01(C) of this Agreement), through and including June 30, 2018: (1) \$4,843.75, representing the R&T Foundation's monthly fee for providing the Services identified in Section 1.01 of this Agreement (the "**R&T Foundation Monthly Management Fee**") and (2) \$33,906.25, representing the monthly use support payment for the LDMF (the "**Monthly Use Support Payment**") to be used to pay the expenses and insurance associated with operating and managing the LDMF as further described herein.

- (C) The Reserve Maintenance Fund. LSU will retain \$5,000.00 of each Monthly Use Support Payment (the "**Reserve Maintenance Fund Amount**") in a separate account maintained by LSU (the "**Reserve Maintenance Fund**") or such other amount as mutually agreed upon by the R&T Foundation and LSU through the annual operating budget process in Subsection 1.01(E).
- (D) Payment of Expenses and Insurance.
- (1) Routine Services. On and after January 1, 2013, and subject to the terms and conditions of Subsection 1.01(B) of this Agreement, all expenses that were or are incurred by the R&T Foundation in connection with providing the Routine Services identified in Subsection 1.01(A)(1) will be paid out of the LDMF Account. In the event that the LDMF Account does not have sufficient funds to pay these expenses, the R&T Foundation will so advise the LSU Designated Representative in writing and LSU will then remit to the R&T Foundation sufficient funds from the Reserve Maintenance Fund (or some other source) to cover the deficiency.
- (2) Non-Routine Services. On and after the Effective Date of this Agreement, and subject to the terms and conditions of Subsection 1.01(B) of this Agreement, all expenses incurred by the R&T Foundation in connection with providing the Non-Routine Services identified in Subsection 1.01(A)(2) of this Agreement will be paid to the R&T Foundation directly by LSU (solely on a reimbursement basis without markup of any kind), or as otherwise mutually agreed to between the R&T Foundation, LSU and any affected Tenant. If, in the opinion of the R&T Foundation, the expense is necessary as a result of the negligence or other fault of any tenant of the LDMF (each a "**Tenant**"), its agents, employees, or invitees (which damage will be documented by the R&T Foundation by photographs and/or other means, with copies provided to LSU), the R&T Foundation will first use best efforts to collect the amount of any such individual expense from that Tenant

and, only if unsuccessful, will LSU pay such expense (solely on a reimbursement basis without markup of any kind).

- (3) Alterations. On and after the Effective Date of this Agreement, all expenses incurred by the R&T Foundation in connection with making any alteration, physical addition, modification or improvement pursuant to Subsection 1.01(D) of this Agreement will be paid as determined in accordance with Subsection 1.01(D)(2) of this Agreement.
 - (4) Insurance. The Insurance Reimbursement Amount described and defined in Subsection 4.02 of this Agreement, will be paid out of the LDMF Account. In the event that the LDMF Account does not have sufficient funds to pay this amount, the R&T Foundation will so advise the LSU Designated Representative in writing and LSU will then remit to the R&T Foundation sufficient funds from the Reserve Maintenance Fund (or some other source) to cover the deficiency.
 - (5) Current or Overdue Payment Amounts. Any funds in the LDMF Account can be used to pay the R&T Foundation any current or overdue R&T Foundation Monthly Management Fees, any current or overdue Monthly Use Support Payments (less the Reserve Maintenance Fund Amount described and defined in Subsection 2.01(C) of this Agreement), and any current or overdue Insurance Reimbursement Amounts.
- (E) Accounting. Each quarter and annually, the R&T Foundation will provide the LSU Representative with an accounting of all expenses incurred in connection with providing the Services identified in Section 1.01 of this Agreement and paid by the R&T Foundation out of the LDMF Account as well as a copy of the account statement for the LDMF Account and a comparison, on a year-to-date basis, of the budgeted amount with the actual expenditures.

Section 2.02 Anticipated future payments and process.

- (A) Snack/Coffee Shop. In the future, a snack/coffee shop may be built in the LDMF and operated by LSU, directly or through its dining services contract or other contract. The Parties agree that the R&T Foundation will neither operate nor manage the snack/coffee shop and will have no responsibilities in connection therewith either pursuant to this Agreement or otherwise.
- (B) Audio-Visual Auditorium, Classroom and Conference Rooms. LSU may permit an individual or entity, on a daily or longer basis, to use the Audio-

Visual Auditorium, the Audio-Visual Classroom and/or certain Audio-Visual Conference Rooms, shown as the cross-hatched portion of the first floor site plan of the LDMF attached hereto as **Exhibit C**. If, and only if, LSU charges and collects a facilities use fee in connection therewith, LSU will remit to the R&T Foundation 12.5% of each such facilities use fee as an additional management fee that will be deposited in the R&T Foundation's Operating Account.

ARTICLE III TERMINATION

Section 3.01. Termination by LSU. If LSU does not receive sufficient funds from the LED or some other source to pay the R&T Foundation the amounts due hereunder, LSU will have the option to terminate this Agreement upon forty-five (45) days written notice and, if exercised, the R&T Foundation will have no further responsibilities, obligations or liabilities with regard to operating and managing the LDMF.

Section 3.02. Termination by the R&T Foundation.

- (A) If the R&T Foundation does not receive from LSU or some other source either the R&T Foundation Monthly Management Fee described and defined in Subsection 2.01(B)(1) of this Agreement or the Monthly Use Support Payment described and defined in Subsection 2.01(B)(2) of this Agreement (less the Reserve Maintenance Fund Amount described and defined in Subsection 2.01(C) of this Agreement) on or before the first day of any calendar month in connection with which such payments are due, the R&T Foundation will have the option to terminate this Agreement if the full delinquent payment is not received by the R&T Foundation within forty-five (45) days of the R&T Foundation providing written notice of such failure to pay to LSU (or to the Anchor Tenant pursuant to the terms of the Anchor Tenant Lease) and, if exercised, the R&T Foundation will have no further responsibilities, obligations or liabilities with regard to operating and managing the LDMF.
- (B) The R&T Foundation may also terminate this Agreement if the LDMF Account does not contain sufficient funds to pay (a) all expenses incurred by the R&T Foundation in connection with providing the Services identified in Section 1.01 of this Agreement as described in Subsection 2.01(D) of this Agreement and (b) the Insurance Reimbursement Amount as described in Subsection 2.01(D) of this Agreement, and LSU, or some other person or entity, does not provide sufficient funds to pay such amounts from the Reserve Maintenance Fund (or some other source) within ten (10) days of the R&T Foundation providing written notice of the insufficiency of funds.

Section 3.03. Balance of Reserve Maintenance Fund. Upon termination of this Agreement, any funds remaining in the Reserve Maintenance Fund after payment of all R&T Foundation Monthly Management Fees due hereunder, all expenses incurred by the R&T Foundation in connection with providing the Services identified in Section 1.01 of this Agreement as described in Subsection 2.01(D) of this Agreement, and all Insurance Reimbursement Amounts as described in Subsection 2.01(D) of this Agreement, shall be the property of LSU.

Section 3.04 State Termination Clause. Notwithstanding any other provision herein, LSU may terminate this Agreement for cause based upon the failure of the R&T Foundation to comply with the terms and/or conditions of the Agreement; provided that LSU shall give the R&T Foundation written notice specifying the R&T Foundation's failure. If within forty-five (45) days after receipt of such notice, the R&T Foundation shall not have either corrected such failure or, in case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then LSU may, at its option, place the R&T Foundation in default and the Agreement shall terminate on the date specified in the notice. In addition to its right to terminate this Agreement in accordance with Section 3.02 of this Agreement, the R&T Foundation may also exercise any rights available to it under Louisiana law to terminate for cause upon the failure of LSU to comply with the terms and conditions of this Agreement, provided that the R&T Foundation shall give LSU written notice specifying LSU's failure and a reasonable opportunity for LSU to cure the defect.

ARTICLE IV INSURANCE

Section 4.01 Insurance. Subject to LSU's reimbursement obligations set forth in Section 4.02 of this Agreement, the R&T Foundation (A) has maintained, and will through the date of the Donation maintain, a policy or policies of insurance with insurers described in Subsections 4.03(A) and (K) of this Agreement in amounts mutually agreed upon by the Parties covering all insurable risks of physical damage or injury to the Improvements available under Louisiana insurance law and regulations, and sufficient in amount to fully restore the Improvements to the greatest extent allowed by law, and (B) has maintained, and will through the term of this Agreement or any earlier termination date, subject to the cancellation provisions set forth in Subsection 4.03(M) of this Agreement, continue to maintain, a policy or policies of insurance with insurers described in Subsections 4.03(A) and (K) of this Agreement in amounts mutually agreed upon by the Parties providing general liability coverage. Following the Donation, LSU, and not the R&T Foundation, will be wholly responsible for obtaining and maintaining the insurance described in Section 4.01(A) of this Agreement in amounts mutually agreed upon by the Parties.

Section 4.02 Reimbursement. Both (A) the cost of the insurance maintained by the R&T Foundation as described in Subsection 4.01(A) as well as (B) a proportionate share (as mutually agreed by the R&T Foundation and LSU as part of the annual operating

budget process in subsection 1.01(E)) of the cost of the general liability coverage described in section 4.01(B) shall be considered expenses related to the operations of the LDMF and as such, the R&T Foundation shall reimburse itself for the cost of such coverage (the “**Insurance Reimbursement Amount**”) out of the funds deposited into the LDMF Account pursuant to this Agreement.

Section 4.03 Other Insurance Provisions.

- (A) Required Insurance. Through the term of this Agreement or any earlier termination date, subject to the cancellation provisions set forth in Subsection 4.03(M) of this Agreement, the R&T Foundation shall at all times maintain or cause to be maintained, with respect to its operations of the LDMF, insurance in the following types and amounts. Such insurance shall be with insurance companies duly licensed to do business in the State of Louisiana and, to the extent available on commercially reasonable terms, bearing a rate of A-VI in the latest Best Casualty Insurance Reports.

TYPE	AMOUNT
Commercial General Liability Insurance for the following where the exposure exists: <ul style="list-style-type: none"> (a) premises-operations (b) broad form Lease liability (c) products/completed operations (d) use of Contractors and subcontractors (e) personal injury (bodily injury and death) (f) broad form property damage (g) explosion, collapse and underground property damage (h) independent Contractors (i) sprinkler leakage legal liability 	Coverage in an amount not less than: <ul style="list-style-type: none"> \$1,000,000.00 per occurrence; \$2,000,000.00 General Aggregate; and \$2,000,000.00 Products & Completed Operations Aggregate; less a commercially reasonable deductible. “Claims Made” form is not acceptable.
Business Automobile Liability Insurance for bodily injury and property damage, covering owned, hired, rented, and leased automobiles.	Combined single limit of One Million Dollars (\$1,000,000.00) per occurrence.
Worker’s Compensation & Employer’s Liability Insurance.	Limits as required by the Labor Code of the State of Louisiana and Employer’s Liability coverage. The insurer shall agree to waive all rights of subrogation against LSU, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

- (B) Additional Insurance Requirements. Unless otherwise approved in writing by the LSU Designated Representative, the R&T Foundation shall maintain or require all contractors and/or subcontractors to maintain the insurance provided above. The R&T Foundation and its contractors and/or subcontractors, before commencing any activity pursuant to this Agreement, shall procure such comprehensive liability and property damage insurance, including, but not limited to Commercial General Liability, Personal and Advertising Injury Liability, Products and Completed Operations Liability and insurance for the operation of motor vehicles, which will cover, to the extent allowed by law, improvements, repairs, or other work performed by the R&T Foundation or any of its contractors or subcontractors and by anyone directly or indirectly employed by any of them, for claims for damages for personal injury, including accidental death, as well as claims for property damage, including but not limited to damage to surrounding structures and buildings. Unless otherwise agreed to in writing by the LSU Designated Representative, such policy or policies of insurance shall provide minimum liability limits of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) general aggregate. The R&T Foundation shall also either (a) require its contractors and subcontractors to have in full force and affect a policy of workers' compensation and employer's liability insurance or (b) include such contractors and subcontractors under its own policies for liability and workers' compensation before proceeding with any work under this Agreement, which insurance shall be in compliance with the Louisiana Workers Compensation Act.
- (C) Required Insurance Shall Be Primary. All insurance required hereby shall be primary as respects to LSU and its board members, employees, agents, and volunteers. Any insurance or self-insurance maintained by LSU shall be excess and noncontributory to the insurance maintained by the R&T Foundation or any contractors hereunder.
- (D) Failure to Comply With Reporting Requirements. Any failure of the R&T Foundation or its contractor(s) and/or subcontractor(s) to comply with reporting requirements of a policy required hereby shall not affect coverage provided to LSU and its board members, employees, agents, and volunteers.
- (E) Application of Multiple Policies. The insurance maintained by the R&T Foundation and/or any contractors and/or subcontractors hereunder shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policy limits.
- (F) No Release. Neither the acceptance of completed work nor the payment therefor shall release the R&T Foundation or any contractor from the

obligations of the insurance requirements or indemnification set forth herein.

- (G) No Recourse. The insurance companies issuing the required policies shall have no recourse against LSU for payment of premiums or for assessments under any form of the policies.
- (H) Excess Insurance. Excess umbrella insurance may be used to meet the minimum requirements for general liability insurance and automobile liability insurance only.
- (I) Deductibles and SIR's. Any deductibles or self-insured retentions must be declared to and accepted by the LSU Designated Representative. The R&T Foundation and/or its contractors and/or subcontractors shall be responsible for all deductibles and self-insured retentions.
- (J) No Special Limitations. The coverage required hereunder shall contain no special limitations on the scope of protection afforded to LSU and its board members, employees, agents, and volunteers.
- (K) Licensed Louisiana Insurers. All insurance shall be obtained through insurance companies duly licensed and authorized to do business in the State of Louisiana, which, to the extent available on commercially reasonable terms unless waived in writing by the LSU Designated Representative, bear a rating of A-:VI in the latest A. M. Best Co. ratings guide. If at any time an insurer issuing a policy hereunder does not meet the minimum A. M. Best Co. ratings, and such requirements has not been waived in writing, the R&T Foundation and/or contractor and/or subcontractor shall obtain a policy with an insurer that meets the A. M. Best Co. rating required and shall submit another Certificate of Insurance as required hereunder.
- (L) Occurrence Based Policies. All insurance required hereunder shall be per occurrence coverage. Claims-made policies are not allowed.
- (M) Verification of Coverage. The R&T Foundation shall furnish the LSU Designated Representative with Certificates of Insurance reflecting proof of coverage required hereunder. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. In addition to the certificates, the R&T Foundation shall submit the declarations page and the cancellation provision endorsement for each insurance policy. Said certificates and policies shall to the extent allowed by law provide at least a thirty (30) day written notification to the LSU Designated Representative prior to the cancellation thereof. Upon failure of the R&T Foundation to furnish, deliver and maintain such insurance as provided herein, this Agreement, at the election of the LSU System

President & Chancellor, may be suspended, discontinued or terminated; alternatively, LSU may, but shall not be obligated to, obtain said insurance on behalf of the R&T Foundation at the expense of the R&T Foundation unless the cost of such coverage is to be paid out of the funds deposited into the LDMF Account pursuant to Section 4.02 of this Agreement. Failure of the R&T Foundation to purchase and/or maintain, either itself or through its contractor(s), any required insurance, shall not relieve the R&T Foundation from any liability or indemnification hereunder.

- (N) Additional Insureds. The Foundation, the Board, and their board members, employees, and agents shall each be named as additional insureds on all policies required hereby.

ARTICLE V INDEMNITY

Section 5.01 Indemnity Obligations of the R&T Foundation. The R&T Foundation agrees to protect, defend, indemnify, save, and hold harmless, LSU, its 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 the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of the R&T Foundation, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by the R&T Foundation as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of LSU, its officers, agents, servants, employees and/or volunteers. The R&T Foundation 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. However, the Parties further agree that the R&T Foundation's costs and expenses incurred in fulfilling its defense and indemnity obligations hereunder shall be limited to insurance proceeds which are available for this purpose.

Section 5.02 Indemnity Obligations of LSU. LSU agrees to protect, defend, indemnify, save, and hold harmless, the R&T Foundation, its 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 the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of LSU, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by LSU as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the R&T Foundation, 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 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. However, the Parties further agree that LSU's costs and

expenses incurred in fulfilling its defense and indemnity obligations hereunder shall be limited to proceeds from the Office of Risk Management which are available for this purpose.

**ARTICLE VI
NON-ASSIGNABILITY**

Neither Party shall assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the other party. This provision shall not be construed to prohibit the R&T Foundation from assigning its bank, trust company, or other financial institution any money due or to become due from approved Agreements without such prior written consent. Notice of such assignment or transfer shall be furnished promptly to LSU and the Office of Contractual Review..

**ARTICLE VII
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 LSU and its internal auditors shall have the option of auditing all records and accounts of the R&T Foundation 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.

**ARTICLE VIII
RECORD RETENTION**

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

**ARTICLE IX
TERM**

This Agreement shall begin on the Effective Date and shall terminate on June 30, 2018. 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.

**ARTICLE X
FISCAL FUNDING**

The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies 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 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.

ARTICLE XI DISCRIMINATION CLAUSE

Section 9.01 Applicable Non-Discrimination Acts. The Parties agree 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 contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Section 9.02 Non-Discrimination Policy. The Parties agree 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.

Section 9.03 Termination. Any failure to comply with these statutory obligations when applicable, or any act of discrimination committed by any Party, shall be grounds for termination of this Agreement.

ARTICLE XII 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. The R&T Foundation shall at all times remain an "independent contractor" with respect to the Services to be performed under this Agreement.

ARTICLE XIII TAX LIABILITY

The R&T Foundation hereby agrees that the responsibility for payment of taxes due, if any, in connection with the funds received under this Agreement shall be the obligation of the R&T Foundation.

ARTICLE XIV 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.

**ARTICLE XV
MISCELLANEOUS**

Section 15.01 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 provisions 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.

Section 15.02 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.

Section 15.03 Notices. Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be delivered by: (1) hand; (2) U.S. Postal Service, postage prepaid, certified mail, return receipt requested; (3) by private, commercial carrier; or (4) sent by telecopy or other form of rapid electronic transmission when the receipt is confirmed in writing by the addressee. Notices must be addressed to the addressee at the addresses shown below or to such other person or address as a Party may give notice to the other Parties:

In the case of LSU:

Board of Supervisors of Louisiana State University and
Agricultural and Mechanical College
104B System Building
3810 W. Lakeshore Drive
Baton Rouge, Louisiana 70808
Telecopy: (225) 578-5524
Attn: LSU President & Chancellor

With a copy to (which copy shall not constitute notice):

General Counsel
LSU System
3810 West Lakeshore Drive
Baton Rouge, LA 70808
Fax 225-578-5524

And another copy to (which copy shall not constitute notice):

Vice Chancellor for Finance & Administrative Services & CFO
330 Thomas Boyd Hall
Louisiana State University
Baton Rouge, LA 70803

In the case of the R&T Foundation:

Louisiana State University System Research and Technology
Foundation
Building 340, East Parker Boulevard
Baton Rouge, Louisiana 70803
Telecopy: (225) 615-8910
Attn: Arthur R. Cooper
Chief Executive Officer

With a copy to (which copy shall not constitute notice):

Kantrow, Spaht, Weaver & Blitzer, APLC
445 North Boulevard
Baton Rouge, Louisiana 70802
Telecopy: (225) 343-0630
Attn: W. Scott Keaty

Section 15.04 Entire Agreement; Supercedure. This Agreement sets forth the entire agreement of the Parties with respect to the subject matter hereof and supercedes 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.

Section 15.05 Amendments. The Parties agree that any amendment to this Agreement must be in writing and executed by all Parties.

Section 15.06 Construction. LSU and the R&T Foundation and/or their respective counsel have participated jointly 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 jointly by LSU and the R&T Foundation, and no presumption or burden of proof shall arise favoring or disfavoring either Party 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.

Section 15.07 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.

Section 15.08 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.

Section 15.09 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.

Section 15.10 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.

Section 15.11 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.

[Signature page follows]

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the 13th day of ~~September, 2013~~, to be effective as of the Effective Date.

March 2014

WITNESSES:



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

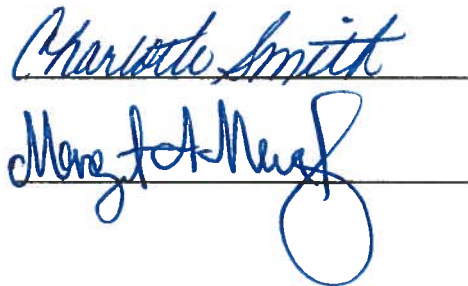
By: 

Name: Daniel T. Layzell
Title: Vice President for
Finance and Administration & CFO

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the 12th day of ~~September, 2013~~, to be effective as of the Effective Date.

March, 2014

WITNESSES:



**LOUISIANA STATE UNIVERSITY
SYSTEM RESEARCH AND
TECHNOLOGY FOUNDATION**

By: 

Name: Arthur R. Cooper
Title: Chief Executive Officer

APPROVED
Office of the Governor
Office of Contractual Review

APR - 9 2014

Exhibits

- A - 2008 CEA
- B - Anchor Tenant Lease Agreement
- C - Cross-hatched portion of the first floor site plan of the LDMF showing the Audio-Visual Auditorium, the Audio-Visual Classroom and the Audio-Visual Conference Rooms


DIRECTOR

[Signature Page for Cooperative Endeavor Agreement]



Summary of Athletic Coaching Contract Sara 'DD" Breaux, Head Coach Gymnastics

		<i>Current</i>	<i>Proposed</i>	<i>Change</i>	<i>%</i>	<i>Notes</i>
<i>Basic</i>	Term Ends	6/30/2017	6/30/2019	2 year		a
	Base Salary	\$ 190,000	\$ 215,000	\$ 25,000	13%	a
	Supplemental Comp.	\$ 5,000	\$ 25,000	\$ 20,000	400%	a
<i>Incentive</i>	Post-Season (max)	\$ 70,000	\$ 110,000	\$ 40,000	57%	
	Academic (max)	\$ 5,000	\$ 10,000	\$ 5,000	100%	
<i>Benefits</i>	Automobile	\$ 12,000	\$ 12,000	\$ -	0%	a
	Club Membership	Yes	Yes			a
	Other					c
Total Certain Compensation		\$ 195,000	\$ 240,000	\$ 45,000	23%	d

Notes (a) Coach Breaux's contract includes a two year extension and salary increase. Base salary for fiscal year 2018 increases to \$225,000 and for fiscal year 2019, it increases to \$235,000. Automobile payment is up to \$1,000/month. Club membership is at the option of the Team Administrator.

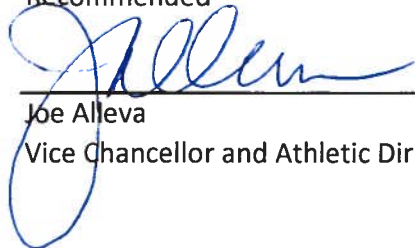
(b) Not applicable

(c) Not applicable

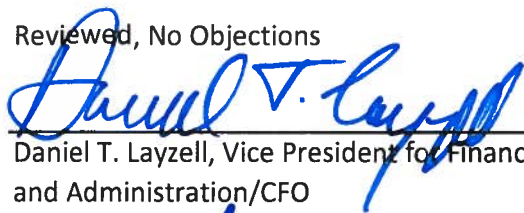
(d) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any fringe benefits, such as car and cell phone allowances, nor any one-time amounts, such as contract buy-outs or relocation allowances.

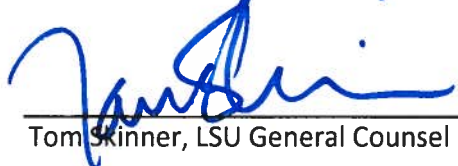
This document summarizes the key terms of the proposed employment contract for the athletic coach named below. Unless noted otherwise, the contract is attached and is based on the standard template normally used by LSU for contracts of this type. The campus recommends approval by the Board.

Recommended


 Joe Alleva
 Vice Chancellor and Athletic Director

Reviewed, No Objections


 Daniel T. Layzell, Vice President for Finance
 and Administration/CFO


 Tom Skinner, LSU General Counsel

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of this 1st day of July 2016, 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 F. King Alexander, its duly authorized President, and Sara “DD” Breaux (“COACH”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:

A. “LSU”: The campus of LSU which is located in Baton Rouge, Louisiana.

B. “President”: The President of LSU.

C. “Athletic Director”: The Director of Athletics at LSU.

D. “Base Salary Amount”: The annual sum of:

Two Hundred Fifteen Thousand and No/100ths dollars (\$215,000.00) – Effective July 1, 2016 through June 30, 2017.

Two Hundred Twenty Five Thousand and No/100ths dollars (\$225,000.00) – Effective July 1, 2017 through June 30, 2018.

Two Hundred Thirty Five Thousand and No/100ths dollars (\$235,000.00) – Effective July 1, 2018 through June 30, 2019.

E. “Start Date”: July 1, 2016.

F. “End Date”: June 30, 2019.

G. “Program”: The intercollegiate Women’s Gymnastics program at LSU A&M.

H. “Team”: The intercollegiate athletic team which is a part of the Program.

2. **Employment.** LSU does hereby employ COACH as Head Coach of the Team. COACH will report directly to the Athletic Director and through the Athletic Director to the President. COACH will be responsible for the Program at LSU. COACH hereby agrees to accept such employment and to devote full-time attention to the performance of the duties herein.
3. **Duties and Responsibilities.** As Head Coach of Team, COACH's duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletic Director:
- A. Administering, managing, and leading the Program in a professionally appropriate and competent manner;
 - B. Administering, managing, and leading the Program in an effort to effectively compete in National Collegiate Athletic Association (NCAA) play;
 - C. Hiring and managing the assistant coaches and other athletic staff necessary and appropriate to assist COACH in meeting the responsibilities herein;
 - D. Directing the Program, including management of staff, budget, and other resources;
 - E. Being reasonably knowledgeable, with reasonable assistance of LSU, of: (i) applicable federal and state laws governing intercollegiate athletics; and (ii) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the NCAA, the Southeastern Conference (SEC), LSU, and any other conference or organization of which LSU is or becomes a member during the

term of this Agreement; all hereinafter collectively referred to as “**Governing Athletics Regulations**”;

- F. Assuring and monitoring compliance with Governing Athletics Regulations by COACH and all student athlete members of the Team, assistant coaches, other Program staff members, and other individuals under or subject to COACH’s direct control, authority, or supervision;
- G. Promptly reporting any violation of Governing Athletics Regulations to the Associate Athletic Director for Compliance;
- H. Cooperating fully in any investigation of possible NCAA violations conducted or authorized by LSU or the NCAA at any time;
- I. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- J. Reasonably understanding, observing, and upholding LSU’s reasonable, written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student athletes, and recruiting can be conducted consistently with LSU’s mission (provided said mission is reasonable and communicated to COACH in writing);
- K. Using reasonable and good faith personal efforts to cultivate and maintain effective relations with the Board of Supervisors, affiliated foundations, conferences, institutional alumni, the media, the public, students, faculty, staff, and friends of LSU;

- L. Using reasonable efforts to exercise due care and supervision to provide that all student athletes, assistant coaches, other program staff members, and other individuals under or subject to COACH's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;
 - M. Using reasonable efforts to promote the goal of LSU, that every student athlete obtain a baccalaureate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student athletes and the faculty and administrators of LSU in connection with the academic pursuits of student athletes;
 - N. Performing these duties at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;
 - O. Performing all other reasonable duties customarily performed by head coaches in Team's sport of commensurate rank serving other NCAA member institutions.
4. **Term.** The term ("Term") of this AGREEMENT shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 12 of this Agreement. This Agreement will automatically renew on a monthly basis effective the day after the End Date unless the Agreement has been terminated pursuant to Section 12 or written notice of non-renewal has been given by either party to the other at least 30 days before the End Date.

5. **Base Salary.** LSU agrees to pay COACH the Base Salary Amount annually, in twelve (12) equal monthly installments.

6. **Supplemental Compensation.**
 - A. In addition to the salary described above, COACH each contract year will receive Supplemental Compensation in an amount of Twenty Five Thousand and No/100ths dollars (\$25,000.00) for COACH appearing on or participating in, as requested, University sanctioned television, radio and internet programs concerning LSU and the Team. The amount of Supplemental Compensation payable to COACH shall be based on the number of radio, television, and internet programs in which COACH participates or appears and shall be determined by the Athletic Director. Any amount earned by COACH pursuant to this provision shall be considered earned on the date(s) on which COACH appears on or participates in the television, radio, and internet programs and shall be paid within 30 days of the last game played by Team in its season, including any post-season play.

 - B. COACH shall not appear without the prior written approval of the President on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. COACH shall not appear in or make any commercial or commercial endorsement without the prior written approval of the President and the Athletic Director. Such approval shall not be unreasonably withheld.

7. **Incentive Compensation.**

- A. **Post-Season Incentive Compensation.** In the event the Team participates in post-season games, LSU agrees to pay COACH Post-Season Incentive Compensation as additional compensation for the extra services required of COACH in the preparation for and participation in post-season play as follows in accordance with LSU's policies and procedures. The additional sum or sums, if payable, shall be considered earned on the date(s) services are provided for each game at which a post-season goal is attained (or, for SEC Regular Season Champion, the date of the last SEC game in Team's sport played by any SEC team during the regular season) and shall be paid within sixty (60) days following the final post-season game in which Team participates. This Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. Post-Season Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the foundation. To be eligible for such compensation, COACH must provide additional services required in the preparation for and participation in post-season play and must be employed by LSU as of the date on which the incentives are earned.
- B. **Academic Incentive Compensation.** In the event the multi-year Academic Performance Rate "APR" [as defined by the NCAA] for the Program is the minimum APR multi-year score established by the NCAA (current minimum score is 930) in any one contract year, LSU agrees to pay COACH additional compensation in the amount of Ten Thousand and No/100 dollars (\$10,000) per

contract year. The additional compensation, if payable, shall be considered earned on the date on which the APR for LSU is released while COACH is employed at LSU and shall be paid within sixty (60) days of such date. Academic Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the foundation. To be eligible for such compensation, COACH must be employed by LSU as of the date on which the incentives are earned.

C. Longevity Deferred Compensation. If EMPLOYEE remains in continuous employ of LSU as Head Coach of the Team through May 1, 2017, the EMPLOYEE shall be paid deferred compensation in the amount of Twenty Thousand Dollars (\$25,000) which shall be paid within sixty (60) days following May 1, 2017. Longevity Deferred Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the foundation.

8. Retirement and Fringe Benefits. COACH 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 the Base Salary Amount and any Post-Season Incentive Compensation. During the term of this Agreement and in accordance with applicable LSU policy and applicable law, COACH will also receive the following benefits, part or all of which may be payable from affiliated foundation funds, subject to approval of LSU and the foundation:

- A. Membership(s) in a social club, such as the University Club of Baton Rouge, provided that: (i) monthly dues shall be payable from affiliated foundation funds, subject to approval of such foundation; (ii) business-related (non-personal) expenses incurred in accordance with LSU and foundation policy will be reimbursed from affiliated foundation funds; and (iii) COACH shall be responsible for payment of all personal charges.
- B. Mobile communications device and service;
- C. An annual automobile allowance in the amount of \$1,000 per month or, to the extent consistent with state ethics law, use of courtesy vehicle provided by dealership and related insurance reimbursed from affiliated foundation funds; and
- D. Other customary, reasonable and related employee benefits to be provided by foundations affiliated with LSU, as authorized by the President after a review by the LSU System General Counsel and a determination that such benefits are in compliance with LSU policy and the Louisiana Code of Ethics.

9. Additional Revenue.

Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2 and 11.3, *et seq.*, and LSU's PM-11, COACH may earn or receive other revenue ("Additional Revenue") while employed by LSU provided, however, that COACH shall obtain prior written approval, which approval shall not be unreasonably withheld, from the President before engaging in any commercial or private venture, including the use of COACH's name by any commercial, public or private

entity. COACH shall report annually to the President and the Athletic Director on January 31st, in writing, in compliance with NCAA Bylaw 11.2.2 and 11.2.2.1, and any applicable LSU policy, all athletically-related income from sources outside LSU, and LSU shall have reasonable access to all records of COACH to verify this report. LSU does not guarantee any amount of Additional Revenue.

COACH shall not, without written approval of the President and the Athletic Director, arrange for or agree to the receipt by any assistant coach of any supplemental pay, bonus, or other form of payment from any outside source, except for income earned by assistant coaches from COACH's operation of sports camps, or as otherwise authorized by LSU in accordance with PM-11.

10. Sports Camps. COACH, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may operate or work at sports camps/clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps/clinics. COACH shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or interests in such a camp or clinic to any other person or entity, without the prior written approval of the President.

11. Assignment and Retirement Benefits.

A. **Assignment.** To the extent permitted by law, COACH may require LSU to contract with a separate legal entity, whether under the control of COACH or not, for the performance of any services by COACH required or authorized under Sections 6 (Supplemental Compensation, if any) and 10 (Sports Camps). The

form of the contract shall be subject to the approval of LSU, which approval shall not be unreasonably withheld.

- B. Retirement Benefits.** Regardless of whether the services are performed directly for LSU or through contract with a separate legal entity, whether such other entity is under the control of COACH or not, sums paid or authorized under Section 6 (Supplemental Compensation, if any), 7.B (Academic Incentive Compensation), 8 (Fringe Benefits), 9 (Additional Revenue), and 10 (Sports Camps) of this Agreement shall not 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 Amount and any Post Season Incentive Compensation earned pursuant to Section 7.A shall be considered for the purpose of computation of retirement benefits.
- 12. Termination.** This Agreement may be terminated by the parties as follows:
- A. Termination by LSU for Cause.** This Agreement may be terminated for "cause" by LSU, acting through the President, at any time prior to its expiration, upon written notice to COACH. In the event of termination for cause, COACH’s Base Salary Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to COACH for any sums or damages other than compensation earned prior to the termination date. The termination

date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

For purposes of this Section, “cause” for termination shall be defined as:

- (1) Committing a material and substantial violation (including repeated secondary violations) of Governing Athletics Regulations, or failing promptly to report any such violation by another person to the President and the Associate Athletic Director for Compliance;
- (2) Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after COACH knew or had constructive knowledge that it was about to occur or was occurring, or (ii) COACH failed to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletic Department for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
- (3) Committing or being convicted of either: (i) any felony; or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- (4) Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings COACH into substantial public disrepute sufficient to materially impair COACH’s ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or

breaches the high moral and ethical standards applicable to COACH as a visible representative of LSU;

- (5) Unreasonably refusing or repeatedly failing to perform any duties imposed upon COACH herein (including, but not limited to, those duties and responsibilities set forth in Section 3 of this Agreement), or failing to perform the same to the best of COACH's reasonable ability, after written notice to COACH of LSU's reasonable expectation;
- (6) Knowingly committing material or repeated significant violations of any provision of this Agreement, provided said initial violations are not cured within ten (10) days of COACH's receipt of written notice of the same;
- (7) Prolonged absence from LSU without its consent, which will not unreasonably be withheld;
- (8) (i) Intentionally or with reckless disregard for the truth committing fraud in the performance of any duties and responsibilities herein, including, but not limited to, fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or (ii) counseling, instructing, encouraging, or knowingly permitting any other person to commit such fraud;
- (9) (i) Failing to respond reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision

- over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any other person to fail to so respond;
- (10) (i) Participating in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any student athlete, assistant coach, or other individual under or subject to COACH's control, authority, or supervision to participate in such activity;
- (11) (i) Furnishing any information or data, other than information or data provided to the general public through press conferences, news releases, and the like, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom COACH knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or (ii) counseling, instructing, or encouraging any student athlete, assistant coach, or other individual under COACH's control, authority, or supervision to furnish such information or data;
- (12) Using or consuming alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair COACH's ability to perform the duties herein;
- (13) Selling, purchasing, using, or possessing any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by

COACH is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.

- (14) Knowingly encouraging or permitting the sale, purchase, use, or possession by any student athlete, assistant coach, or other individual under COACH's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- (15) (i) Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations; or (ii) counseling, instructing, or encouraging any other person to fail to cooperate in such investigation and enforcement;
- (16) Subject to any right of administrative appeal permitted or granted to COACH by the NCAA or SEC, the making or rendition of a finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by COACH of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of COACH which were knowingly and intentionally permitted, encouraged, or condoned by COACH, or about which violations COACH knew or should have known (constructive knowledge), and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this sub-section includes findings or determinations of violations during employment of COACH at any other institution of higher education); or

- (17) Failing to report promptly to the Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which COACH has actual knowledge.

Any judgment as to whether the criteria contained in this section have been met shall not be made arbitrarily or capriciously by LSU. Prior to termination for cause, COACH: (i) shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof; and (ii) shall have five calendar days from receipt of such notice to make a written request for a hearing on the contemplated action. A hearing will be held by the President or his designee(s), and at the hearing COACH shall have the right to counsel and to present the testimony of witnesses and other reliable evidence. The procedures shall conform to, and evidence may be considered, consistent with federal and state due process standards for such hearings.

All compensation, including salary, benefits, and other remuneration set forth in this Agreement incidental to COACH's employment, cease upon termination, other than compensation owed COACH for services performed by COACH prior to termination.

B. Termination by LSU Without Cause.

- (1) LSU shall have the right to terminate this Agreement without cause upon written notice to COACH. In such event, LSU will pay COACH liquidated damages, in lieu of any and all other legal remedies or equitable relief as detailed below. In the

event of termination by LSU without cause, COACH's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to COACH for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

- (2) Liquidated damages under this Section 12.B will be the Base Salary per year for the remaining term of this Agreement, including any extended term. A partial year shall be pro-rated.
- (3) Liquidated damages under this Section 12.B will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the term of this Agreement, including any extended term.
- (4) In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section 12.B shall be reduced and extinguished by and to the extent of any compensation COACH earns, receives, or is entitled to receive from the termination date until LSU's obligation pursuant to this Section 12.B to COACH terminates or ceases to exist. COACH shall exercise due diligence and good faith in seeking other athletically-related employment. In the event COACH obtains such other employment, COACH will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by COACH and the amount of offset due to LSU.

- (5) The parties have bargained for this liquidated damages provision, giving consideration to the following. This is a contract for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause COACH to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages to be suffered by COACH in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that all liquidated damages herein are not in any way a penalty.

C. Termination by COACH Without Cause.

- (1) COACH shall have the right to terminate this Agreement without cause upon thirty days written notice to LSU. In the event COACH terminates this Agreement without cause, COACH will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by COACH without cause, COACH's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which shall be no later than thirty days after the written notice is provided to LSU (unless otherwise mutually agreed by LSU and COACH), and LSU shall not thereafter be liable to COACH for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date.

- (2) Liquidated damages under this Section 12.C will be 15% of the Base Salary per year for the remaining term of this Agreement, including any extended term. COACH shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.
- (3) Liquidated damages under this Section 12.C may be waived, in the sole discretion of the President, if COACH is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, COACH's length of service with LSU, whether COACH is taking another athletically-related job, the impact the timing of COACH's notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), COACH's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for COACH, and the impact requiring the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.
- (4) The parties have bargained for this liquidated damages provision, giving consideration to the following. This is a contract for personal services. The parties recognize that termination of this Agreement by COACH prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement head coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.

- (5) Unless notice of termination under this Section 12 has been given by either party, neither COACH nor COACH's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletic Director.

D. Suspension or Other Disciplinary Action.

- (1) In lieu of termination for cause, and apart from any rights it may have under Section 12.A, LSU may impose disciplinary sanctions less severe than termination upon COACH, up to and including suspension or leave without pay for a period no longer than ninety (90) days for any act or omission which would be grounds for termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously.
- (2) LSU may suspend COACH for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether COACH has violated any laws or Governing Athletics Regulations. During such suspension, COACH shall receive only the Base Salary, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of COACH, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to COACH the benefits and other compensation herein otherwise payable to COACH during the period of suspension. Any such

benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this sub-section shall not limit any rights of LSU to terminate COACH for cause.

- (3) COACH shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.

E. **Termination by Death or Disability.** In the event of the death of COACH or the inability of COACH 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 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.

F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein 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, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither COACH nor LSU shall be entitled to receive, 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, camps 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 COACH of information or documents required by law. COACH acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, COACH shall have no right to occupy the position of head coach of Team and that COACH's sole remedies are provided herein and shall not extend to injunctive relief. COACH further acknowledges and agrees that COACH is not eligible for will not be considered for or granted tenure by LSU.

- G. **Key Man Insurance.** LSU or its affiliated athletic foundation, at the sole discretion of LSU, shall have the right at any time during the term of this Agreement to take out key man insurance or other insurance on the life of COACH. COACH shall reasonably cooperate in the underwriting and issuance of any such insurance.

13. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records,

team information, films, statistics, or any other material or data furnished to COACH by LSU or developed by COACH on behalf of or at the expense of LSU or otherwise in connection with the employment of COACH are and shall remain the sole and confidential property of LSU. Within ten (10) days of the expiration or termination of this Agreement, COACH shall cause any such materials in COACH's possession or control to be delivered to LSU. At the same time, COACH shall return to LSU all credit cards, keys, computers, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of COACH.

14. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
15. **Entire Contract.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of COACH 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 the agreement
16. **Amendments to Contract.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by COACH, such approval and acceptance to be acknowledged in writing.

17. **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.
18. **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.
19. **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.
20. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.
21. **Governing Law and Venue.** This 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 jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.

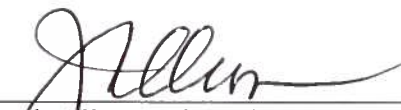
THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year first above written.

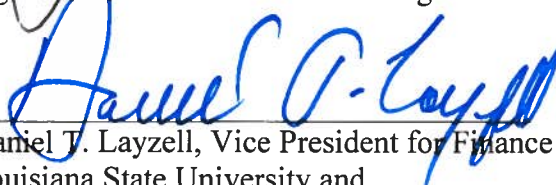
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE

By: _____
F. King Alexander, President Date
Louisiana State University and
Agricultural and Mechanical College

 _____
Sara "DD" Breaux Date 6/23/14

RECOMMENDED:

 _____
Joseph Alleva, Vice Chancellor and Director of Athletics
Louisiana State University and
Agricultural and Mechanical College

 _____
Daniel T. Layzell, Vice President for Finance and Administration/CFO
Louisiana State University and
Agricultural and Mechanical College

Schedule A – Supplemental Terms for Sara “DD” Breaux

This Schedule A supplements and further defines the provisions of the Employment Agreement dated July 1, 2016 entered into between LSU and Sara “DD” Breaux to which it is attached (the “Agreement”). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

1. Subject to the terms and conditions set forth in section 7.A of the Agreement, EMPLOYEE shall receive Post-Season Incentive Compensation in the amounts, based on attaining the goals, shown below. The maximum amount of Post-Season Incentive Compensation for achievements a) through d) shall be \$60,000 per contract year:

a)	SEC Meet Champion	\$ 25,000
b)	NCAA Selection	\$ 5,000
c)	NCAA Top 12 Competition	\$ 10,000
d)	NCAA Super 6 Competition	\$ 20,000

and the following based on highest achievement at NCAA (maximum amount \$25,000):

e)	NCAA Third Place Finish	\$ 10,000
f)	NCAA Second Place Finish	\$ 15,000
g)	NCAA National Champion	\$ 25,000


and the following based on recognition (maximum amount \$25,000):

h)	SEC Coach of the Year	\$ 10,000
i)	National Coach of the Year (as named by the NACWGC)	\$ 15,000

2. All other provisions of the Agreement remain unchanged by this Schedule A.

Approved:

By: _____
F. King Alexander, President
Louisiana State University and
Agricultural and Mechanical College

By: 
Sara "DD" Breaux

Request from LSU A&M to Approve Amendment to the Employment Contract with Sara “DD” Breaux, Head Coach Gymnastics



To: Members of the Board of Supervisors

Date: June 24, 2016

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

A.11.b. Appointments and all other personnel actions relating to Head Coaches and Athletic Directors.

1. Summary of Matter

This resolution seeks approval of the proposed amended employment contract for Sara “DD” Breaux, Head Coach Gymnastics. The key terms of the proposed contract are summarized below:

		Current	Proposed	Change	%	Notes
<i>Basic</i>	Term Ends	6/30/2017	6/30/2019	2 years		a
	Base Salary	\$ 190,000	\$ 215,000	\$ 25,000	13%	a
	Supplemental Comp	\$ 5,000	\$ 25,000	\$ 20,000	400%	a
<i>Incentive</i>	Post-Season (max)	\$ 70,000	\$ 110,000	\$ 40,000	57%	
	Academic (max)	\$ 5,000	\$ 10,000	\$ 5,000	100%	
Total Certain Compensation		\$ 195,000	\$ 240,000	\$ 45,000	23%	b

Notes:

- a. Coach Breaux’s proposed amended contract includes a two-year extension and salary increase. Base salary for fiscal year 2018 increases to \$225,000 and for fiscal year 2019 increases to \$235,000. Automobile payment is up to \$1,000/month. Club membership is at the option of the Team Administrator.
- b. Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any fringe benefits, such as car and cell phone allowances, nor any one-time amounts.

2. Review of Business Plan

Not applicable.

3. Fiscal Impact

The Athletic Department currently expects that all funds relating to this employment contract 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.

4. Review of Documents Related to Referenced Matter

The Office of General Counsel has reviewed the proposed contract.

ATTACHMENTS

- I. Proposed Amended Employment Contract: Sara “DD” Breax, Head Coach Gymnastics

RECOMMENDATION:

Based on the recommendation of the Athletic Director, it is recommended that the Board authorize the President to sign the proposed amended contract with Sara “DD” Breaux, Head Coach Gymnastics.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes Dr. F. King Alexander, President of LSU, or his designee, to sign the employment contract with Sara “DD” Breaux, and to include in such amendments such terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.

Request from LSU A&M to Approve Amendment to the Employment Contract with David Geyer, Co-Head Coach Swimming & Diving



To: Members of the Board of Supervisors

Date: June 24, 2016

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

A.11.b. Appointments and all other personnel actions relating to Head Coaches and Athletic Directors.

1. Summary of Matter

This resolution seeks approval of the proposed amended employment contract for David Geyer, Co-Head Coach Swimming and Diving. The key terms of the proposed contract are summarized below:

		Current	Proposed	Change	%	Notes
<i>Basic</i>	Term Ends	6/30/2016	6/30/2018	2 years		a
	Base Salary	\$ 90,000	\$ 100,000	\$ 10,000	11%	a
	Supplemental Comp	\$ 5,000	\$ 5,000	-	-	a
<i>Incentive</i>	Post-Season (max)	\$ 21,600	\$ 24,000	\$ 2,400	11%	
	Academic (max)	\$ 5,000	\$ 5,000	-	-	
Total Certain Compensation		\$ 95,000	\$ 105,000	\$ 10,000	11%	b

Notes:

- a. Coach Geyer’s previous two-year contract expires on June 30, 2016. This contract includes a two-year extension and salary increase. Base salary for fiscal year 2018 increases to \$105,000. Automobile payment is up to \$1,000/month. Club membership is at the option of the Team Administrator.
- b. Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any fringe benefits, such as car and cell phone allowances, nor any one-time amounts.

2. Review of Business Plan

Not applicable.

3. Fiscal Impact

The Athletic Department currently expects that all funds relating to this employment contract 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.

4. Review of Documents Related to Referenced Matter

The Office of General Counsel has reviewed the proposed contract.

ATTACHMENTS

I. Proposed Amended Employment Contract: David Geyer, Co-Head Coach Swimming & Diving

RECOMMENDATION:

Based on the recommendation of the Athletic Director, it is recommended that the Board authorize the President to sign the proposed amended contract with David Geyer, Co-Head Coach Swimming & Diving.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes Dr. F. King Alexander, President of LSU, or his designee, to sign the employment contract with David Geyer, and to include in such amendments such terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.



Summary of Athletic Coaching Contract David Geyer, Co-Head Coach Swimming & Diving

		<i>Current</i>	<i>Proposed</i>	<i>Change</i>	<i>%</i>	<i>Notes</i>
<i>Basic</i>	Term Ends	6/30/2016	6/30/2018	2 year		a
	Base Salary	\$ 90,000	\$ 100,000	\$ 10,000	11%	a
	Supplemental Comp.	\$ 5,000	\$ 5,000	\$ -		a
<i>Incentive</i>	Post-Season (max)	\$ 21,600	\$ 24,000	\$ 2,400	11%	b
	Academic (max)	\$ 5,000	\$ 5,000	\$ -		a
<i>Benefits</i>	Automobile	\$ 12,000	\$ 12,000	\$ -		a
	Club Membership	Yes	Yes			a
	Other					c
Total Certain Compensation		\$ 95,000	\$ 105,000	\$ 10,000	11%	d

Notes

(a) Coach Geyer's previous two year contract expires on June 30, 2016. This contract includes a two year extension and salary increase. Base salary for fiscal year 2018, increases to \$105,000. Automobile payment is up to \$1,000/month. Club membership is at the option of the Team Administrator.

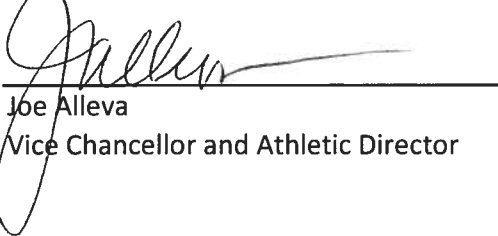
(b) Post-season incentive is based on Board Policy which allows up to 24% of base salary for team SEC and NCAA performance.

(c) Not applicable

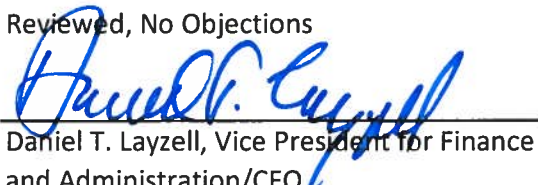
(d) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any fringe benefits, such as car and cell phone allowances, nor any one-time amounts, such as contract buy-outs or relocation allowances.

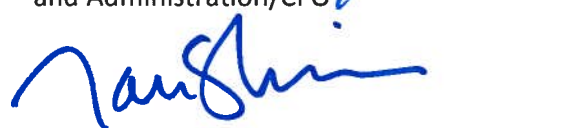
This document summarizes the key terms of the proposed employment contract for the athletic coach named below. Unless noted otherwise, the contract is attached and is based on the standard template normally used by LSU for contracts of this type. The campus recommends approval by the Board.

Recommended


 Joe Alleva
 Vice Chancellor and Athletic Director

Reviewed, No Objections


 Daniel T. Layzell, Vice President for Finance
 and Administration/CFO


 Tom Skinner, LSU General Counsel

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of this 1st day of July 2016, 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 F. King Alexander, its duly authorized President, and David L. Geyer (“COACH”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:

- A. “LSU A&M”: The campus of LSU which is located in Baton Rouge, Louisiana.
- B. “President”: The President of LSU A&M.
- C. “Athletic Director”: The Director of Athletics at LSU A&M.
- D. “Base Salary Amount”: The annual sum of:
 - One Hundred Thousand and No/100ths dollars (\$100,000.00) – Effective July 1, 2016 – June 30, 2017.
 - One Hundred Five Thousand and No/100ths dollars (\$105,000.00) – Effective July 1, 2017 – June 30, 2018.
- E. “Start Date”: July 1, 2016.
- F. “End Date”: June 30, 2018.
- G. “Program”: The intercollegiate Men’s and Women’s Swimming & Diving program at LSU A&M.
- H. “Team”: The intercollegiate athletic team which is a part of the Program.

2. **Employment.** LSU does hereby employ COACH as Co-Head Coach of the Team. COACH will report directly to the Athletic Director and through the Athletic Director to the President. COACH will be responsible for the Program at LSU A&M. COACH hereby agrees to accept such employment and to devote full-time attention to the performance of the duties herein.

3. **Duties and Responsibilities.** As Co-Head Coach of Team, COACH's duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletic Director:
 - A. Administering, managing, and leading the Program in a professionally appropriate and competent manner;
 - B. Administering, managing, and leading the Program in an effort to effectively compete in National Collegiate Athletic Association (NCAA) play;
 - C. Hiring and managing the assistant coaches and other athletic staff necessary and appropriate to assist COACH in meeting the responsibilities herein;
 - D. Directing the Program, including management of staff, budget, and other resources;
 - E. Being reasonably knowledgeable, with reasonable assistance of LSU, of: (i) applicable federal and state laws governing intercollegiate athletics; and (ii) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the NCAA, the Southeastern Conference (SEC), LSU, and any other

conference or organization of which LSU is or becomes a member during the term of this Agreement; all hereinafter collectively referred to as “**Governing Athletics Regulations**”;

- F. Assuring and monitoring compliance with Governing Athletics Regulations by COACH and all student athlete members of the Team, assistant coaches, other Program staff members, and other individuals under or subject to COACH’s direct control, authority, or supervision;
- G. Promptly reporting any violation of Governing Athletics Regulations to the Associate Athletic Director for Compliance;
- H. Cooperating fully in any investigation of possible NCAA violations conducted or authorized by LSU or the NCAA at any time;
- I. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- J. Reasonably understanding, observing, and upholding LSU’s reasonable, written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student athletes, and recruiting can be conducted consistently with LSU’s mission (provided said mission is reasonable and communicated to COACH in writing);
- K. Using reasonable and good faith personal efforts to cultivate and maintain effective relations with the Board of Supervisors, affiliated foundations,

conferences, institutional alumni, the media, the public, students, faculty, staff, and friends of LSU;

- L. Using reasonable efforts to exercise due care and supervision to provide that all student athletes, assistant coaches, other program staff members, and other individuals under or subject to COACH's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;
 - M. Using reasonable efforts to promote the goal of LSU, that every student athlete obtain a baccalaureate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student athletes and the faculty and administrators of LSU in connection with the academic pursuits of student athletes;
 - N. Performing these duties at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;
 - O. Performing all other reasonable duties customarily performed by head coaches in Team's sport of commensurate rank serving other NCAA member institutions.
4. **Term.** The term ("Term") of this AGREEMENT shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 12 of this Agreement. This Agreement will automatically renew on a monthly basis effective the day after the End Date unless the Agreement has been

terminated pursuant to Section 12 or written notice of non-renewal has been given by either party to the other at least 30 days before the End Date.

5. **Base Salary.** LSU agrees to pay COACH the Base Salary Amount annually, in twelve (12) equal monthly installments.

6. **Supplemental Compensation.**

A. In addition to the salary described above, COACH each contract year will receive Supplemental Compensation in an amount of Five Thousand and No/100ths dollars (\$5,000.00) for COACH appearing on or participating in, as requested, University sanctioned television, radio and internet programs concerning LSU and the Team. The amount of Supplemental Compensation payable to COACH shall be based on the number of radio, television, and internet programs in which COACH participates or appears and shall be determined by the Athletic Director. Any amount earned by COACH pursuant to this provision shall be considered earned on the date(s) on which COACH appears on or participates in the television, radio, and internet programs and shall be paid within 30 days of the last game played by Team in its season, including any post-season play.

B. COACH shall not appear without the prior written approval of the President on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. COACH shall not appear in or make any commercial or commercial endorsement without the prior written approval of the

President and the Athletic Director. Such approval shall not be unreasonably withheld.

7. **Incentive Compensation.**

- A. **Post-Season Incentive Compensation.** In the event the Team participates in post-season games, LSU agrees to pay COACH Post-Season Incentive Compensation as additional compensation for the extra services required of COACH in the preparation for and participation in post-season play as follows in accordance with LSU's policies and procedures. The additional sum or sums, if payable, shall be considered earned on the date(s) services are provided for each game at which a post-season goal is attained (or, for SEC Regular Season Champion, the date of the last SEC game in Team's sport played by any SEC team during the regular season) and shall be paid within sixty (60) days following the final post-season game in which Team participates. This Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. Post-Season Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the foundation. To be eligible for such compensation, COACH must provide additional services required in the preparation for and participation in post-season play and must be employed by LSU as of the date on which the incentives are earned.
- B. **Academic Incentive Compensation.** In the event the multi-year Academic Performance Rate "APR" [as defined by the NCAA] for an individual Swimming & Diving team is 930 or higher in any one contract year, LSU agrees to pay

COACH additional compensation in the amount of Five Thousand and No/100 dollars (\$5,000) per contract year. This incentive can only be achieved once per contract year. The additional compensation, if payable, shall be considered earned on the date on which the APR for LSU is released while COACH is employed at LSU and shall be paid within sixty (60) days of such date. Academic Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the foundation. To be eligible for such compensation, COACH must be employed by LSU as of the date on which the incentives are earned.

8. **Retirement and Fringe Benefits.** COACH 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 the Base Salary Amount and any Post-Season Incentive Compensation. During the term of this Agreement and in accordance with applicable LSU policy and applicable law, COACH will also receive the following benefits, part or all of which may be payable from affiliated foundation funds, subject to approval of LSU and the foundation:

A. Membership(s) in a social club, such as the University Club of Baton Rouge, provided that: (i) monthly dues shall be payable from affiliated foundation funds, subject to approval of such foundation; (ii) business-related (non-personal) expenses incurred in accordance with LSU and foundation policy will be reimbursed from affiliated foundation funds; and (iii) COACH shall be responsible for payment of all personal charges.

- B. Mobile communications device and service;
 - C. An annual automobile allowance in the amount of \$1,000 per month or, to the extent consistent with state ethics law, use of courtesy vehicle provided by dealership and related insurance reimbursed from affiliated foundation funds; and
 - D. COACH will be allowed to invite guest(s) for travel to athletic events as per the LSU Travel Handbook. Any guest(s) must be approved for travel on chartered or commercial transportation by the Athletic Director or his/her designee.
 - E. Other customary, reasonable and related employee benefits to be provided by foundations affiliated with LSU, as authorized by the President after a review by the LSU System General Counsel and a determination that such benefits are in compliance with LSU policy and the Louisiana Code of Ethics.
9. **Additional Revenue.**

Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2 and 11.3, *et seq.*, and LSU's PM-11, COACH may earn or receive other revenue ("Additional Revenue") while employed by LSU provided, however, that COACH shall obtain prior written approval, which approval shall not be unreasonably withheld, from the President before engaging in any commercial or private venture, including the use of COACH's name by any commercial, public or private entity. COACH shall report annually to the President and the Athletic Director on January 31st, in writing, in compliance with NCAA Bylaw 11.2.2 and 11.2.2.1, and any applicable LSU policy, all athletically-related income from sources outside LSU, and

LSU shall have reasonable access to all records of COACH to verify this report. LSU does not guarantee any amount of Additional Revenue.

COACH shall not, without written approval of the President and the Athletic Director, arrange for or agree to the receipt by any assistant coach of any supplemental pay, bonus, or other form of payment from any outside source, except for income earned by assistant coaches from COACH's operation of sports camps, or as otherwise authorized by LSU in accordance with PM-11.

10. **Sports Camps.** COACH, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may operate or work at sports camps/clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps/clinics. COACH shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or interests in such a camp or clinic to any other person or entity, without the prior written approval of the President.

11. **Assignment and Retirement Benefits.**

A. **Assignment.** To the extent permitted by law, COACH may require LSU to contract with a separate legal entity, whether under the control of COACH or not, for the performance of any services by COACH required or authorized under Sections 6 (Supplemental Compensation, if any) and 10 (Sports Camps). The form of the contract shall be subject to the approval of LSU, which approval shall not be unreasonably withheld.

B. **Retirement Benefits.** Regardless of whether the services are performed directly for LSU or through contract with a separate legal entity, whether such other entity is under the control of COACH or not, sums paid or authorized under Section 6 (Supplemental Compensation, if any), 7.B (Academic Incentive Compensation), 8 (Fringe Benefits), 9 (Additional Revenue), and 10 (Sports Camps) of this Agreement shall not 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 Amount and any Post Season Incentive Compensation earned pursuant to Section 7.A shall be considered for the purpose of computation of retirement benefits.

12. **Termination.** This Agreement may be terminated by the parties as follows:

A. **Termination by LSU for Cause.** This Agreement may be terminated for "cause" by LSU, acting through the President, at any time prior to its expiration, upon written notice to COACH. In the event of termination for cause, COACH's Base Salary Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to COACH for any sums or damages other than compensation earned prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

For purposes of this Section, “cause” for termination shall be defined as:

- (1) Committing a material and substantial violation (including repeated secondary violations) of Governing Athletics Regulations, or failing promptly to report any such violation by another person to the President and the Associate Athletic Director for Compliance;
- (2) Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after COACH knew or had constructive knowledge that it was about to occur or was occurring, or (ii) COACH failed to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletic Department for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
- (3) Committing or being convicted of either: (i) any felony; or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- (4) Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings COACH into substantial public disrepute sufficient to materially impair COACH’s ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to COACH as a visible representative of LSU;

- (5) Unreasonably refusing or repeatedly failing to perform any duties imposed upon COACH herein (including, but not limited to, those duties and responsibilities set forth in Section 3 of this Agreement), or failing to perform the same to the best of COACH's reasonable ability, after written notice to COACH of LSU's reasonable expectation;
- (6) Knowingly committing material or repeated significant violations of any provision of this Agreement, provided said initial violations are not cured within ten (10) days of COACH's receipt of written notice of the same;
- (7) Prolonged absence from LSU without its consent, which will not unreasonably be withheld;
- (8) (i) Intentionally or with reckless disregard for the truth committing fraud in the performance of any duties and responsibilities herein, including, but not limited to, fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or (ii) counseling, instructing, encouraging, or knowingly permitting any other person to commit such fraud;
- (9) (i) Failing to respond reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or (ii) counseling,

instructing, encouraging, or knowingly and intentionally permitting any other person to fail to so respond;

- (10) (i) Participating in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any student athlete, assistant coach, or other individual under or subject to COACH's control, authority, or supervision to participate in such activity;
- (11) (i) Furnishing any information or data, other than information or data provided to the general public through press conferences, news releases, and the like, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom COACH knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or (ii) counseling, instructing, or encouraging any student athlete, assistant coach, or other individual under COACH's control, authority, or supervision to furnish such information or data;
- (12) Using or consuming alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair COACH's ability to perform the duties herein;
- (13) Selling, purchasing, using, or possessing any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by COACH is prohibited by law or Governing Athletics Rules. The provisions of this

subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.

- (14) Knowingly encouraging or permitting the sale, purchase, use, or possession by any student athlete, assistant coach, or other individual under COACH's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- (15) (i) Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations; or (ii) counseling, instructing, or encouraging any other person to fail to cooperate in such investigation and enforcement;
- (16) Subject to any right of administrative appeal permitted or granted to COACH by the NCAA or SEC, the making or rendition of a finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by COACH of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of COACH which were knowingly and intentionally permitted, encouraged, or condoned by COACH, or about which violations COACH knew or should have known (constructive knowledge), and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this sub-section includes findings or determinations of violations during employment of COACH at any other institution of higher education); or

- (17) Failing to report promptly to the Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which COACH has actual knowledge.

Any judgment as to whether the criteria contained in this section have been met shall not be made arbitrarily or capriciously by LSU. Prior to termination for cause, COACH: (i) shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof; and (ii) shall have five calendar days from receipt of such notice to make a written request for a hearing on the contemplated action. A hearing will be held by the President or his designee(s), and at the hearing COACH shall have the right to counsel and to present the testimony of witnesses and other reliable evidence. The procedures shall conform to, and evidence may be considered, consistent with federal and state due process standards for such hearings.

All compensation, including salary, benefits, and other remuneration set forth in this Agreement incidental to COACH's employment, cease upon termination, other than compensation owed COACH for services performed by COACH prior to termination.

B. Termination by LSU Without Cause.

- (1) LSU shall have the right to terminate this Agreement without cause upon written notice to COACH. In such event, LSU will pay COACH liquidated damages, in lieu of any and all other legal remedies or equitable relief as detailed below. In the

event of termination by LSU without cause, COACH's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to COACH for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

- (2) Liquidated damages under this Section 12.B will be the Base Salary per year for the remaining term of this Agreement, including any extended term. A partial year shall be pro rated.
- (3) Liquidated damages under this Section 12.B will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the term of this Agreement, including any extended term.
- (4) In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section 12.B shall be reduced and extinguished by and to the extent of any compensation COACH earns, receives, or is entitled to receive from the termination date until LSU's obligation pursuant to this Section 12.B to COACH terminates or ceases to exist. COACH shall exercise due diligence and good faith in seeking other athletically-related employment. In the event COACH obtains such other employment, COACH will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by COACH and the amount of offset due to LSU.

- (5) The parties have bargained for this liquidated damages provision, giving consideration to the following. This is a contract for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause COACH to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages to be suffered by COACH in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that all liquidated damages herein are not in any way a penalty.

C. Termination by COACH Without Cause.

- (1) COACH shall have the right to terminate this Agreement without cause upon thirty days written notice to LSU. In the event COACH terminates this Agreement without cause, COACH will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by COACH without cause, COACH's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which shall be no later than thirty days after the written notice is provided to LSU (unless otherwise mutually agreed by LSU and COACH), and LSU shall not thereafter be liable to COACH for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date.

- (2) Liquidated damages under this Section 12.C will be 15% of the Base Salary per year for the remaining term of this Agreement, including any extended term. COACH shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.
- (3) Liquidated damages under this Section 12.C may be waived, in the sole discretion of the President, if COACH is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, COACH's length of service with LSU, whether COACH is taking another athletically-related job, the impact the timing of COACH's notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), COACH's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for COACH, and the impact requiring the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.
- (4) The parties have bargained for this liquidated damages provision, giving consideration to the following. This is a contract for personal services. The parties recognize that termination of this Agreement by COACH prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement head coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.

- (5) Unless notice of termination under this Section 12 has been given by either party, neither COACH nor COACH's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletic Director.

D. Suspension or Other Disciplinary Action.

- (1) In lieu of termination for cause, and apart from any rights it may have under Section 12.A, LSU may impose disciplinary sanctions less severe than termination upon COACH, up to and including suspension or leave without pay for a period no longer than ninety (90) days for any act or omission which would be grounds for termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously.
- (2) LSU may suspend COACH for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether COACH has violated any laws or Governing Athletics Regulations. During such suspension, COACH shall receive only the Base Salary, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of COACH, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to COACH the benefits and other compensation

herein otherwise payable to COACH during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this sub-section shall not limit any rights of LSU to terminate COACH for cause.

- (3) COACH shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.

E. **Termination by Death or Disability.** In the event of the death of COACH or the inability of COACH 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 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.

F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein 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, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither COACH nor LSU shall be entitled to receive, 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, camps 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 COACH of information or documents required by law. COACH acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, COACH shall have no right to occupy the position of head coach of Team and that COACH's sole remedies are provided herein and shall not extend to injunctive relief. COACH further acknowledges and agrees that COACH is not eligible for will not be considered for or granted tenure by LSU.

- G. **Key Man Insurance.** LSU or its affiliated athletic foundation, at the sole discretion of LSU, shall have the right at any time during the term of this Agreement to take out key man insurance or other insurance on the life of COACH. COACH shall reasonably cooperate in the underwriting and issuance of any such insurance.

13. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to COACH by LSU or developed by COACH on behalf of or at the expense of LSU or otherwise in connection with the employment of COACH are and shall remain the sole and confidential property of LSU. Within ten (10) days of the expiration or termination of this Agreement, COACH shall cause any such materials in COACH's possession or control to be delivered to LSU. At the same time, COACH shall return to LSU all credit cards, keys, computers, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of COACH.
14. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
15. **Entire Contract.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of COACH 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 the agreement

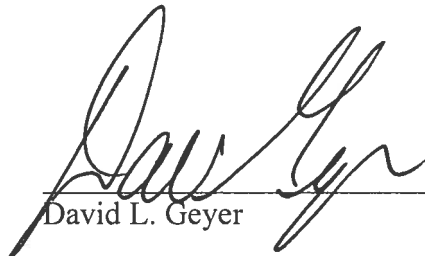
16. **Amendments to Contract.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by COACH, such approval and acceptance to be acknowledged in writing.
17. **Severability.** If any provision of this Agreement shall be deemed 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.
18. **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.
19. **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.
20. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.

21. **Governing Law and Venue.** This 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 jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.

THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year first above written.

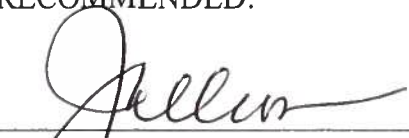
BOARD OF SUPERVISORS OF LOUISIANA
STATE UNIVERSITY AND AGRICULTURAL
AND MECHANICAL COLLEGE

By: _____
F. King Alexander, Ph.D., President

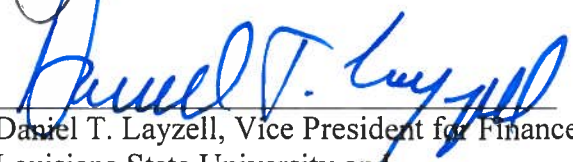


David L. Geyer

RECOMMENDED:



Joseph Alleva, Vice Chancellor and Director of Athletics
Louisiana State University and
Agricultural and Mechanical College



Daniel T. Layzell, Vice President for Finance and Administration/CFO
Louisiana State University and
Agricultural and Mechanical College

Schedule A – Supplemental Terms for David L. Geyer

This Schedule A supplements and further defines the provisions of the Employment Agreement dated July 1, 2016 entered into between LSU and David L. Geyer, to which it is attached (the “Agreement”). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

1. Subject to the terms and conditions set forth in section 7.A of the Agreement, EMPLOYEE shall receive Post-Season Incentive Compensation in the amounts, and based on attaining the goals as outlined in the most recent Additional Compensation Policy for Post-Season Athletics approved by LSU at the time the additional compensation is attained.
2. All other provisions of the Agreement remain unchanged by this Schedule A.


Schedule A Approved:

By: _____
F. King Alexander, Ph.D., President

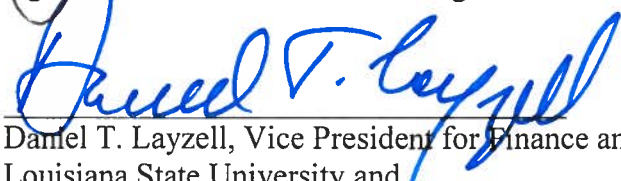


David L. Geyer

RECOMMENDED:



Joseph Alleva, Vice Chancellor and Director of Athletics
Louisiana State University and
Agricultural and Mechanical College



Daniel T. Layzell, Vice President for Finance and Administration/CFO
Louisiana State University and
Agricultural and Mechanical College

Request from LSU A&M to Approve Amendment to the Employment Contract with Douglas Shaffer, Co-Head Coach Swimming & Diving



To: Members of the Board of Supervisors

Date: June 24, 2016

Pursuant to Article VII, Section 9 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

A.11.b. Appointments and all other personnel actions relating to Head Coaches and Athletic Directors.

1. Summary of Matter

This resolution seeks approval of the proposed amended employment contract for Douglas Shaffer, Co-Head Coach Swimming and Diving. The key terms of the proposed contract are summarized below:

		Current	Proposed	Change	%	Notes
<i>Basic</i>	Term Ends	6/30/2016	6/30/2018	2 years		a
	Base Salary	\$ 90,000	\$ 100,000	\$ 10,000	11%	a
	Supplemental Comp	\$ 5,000	\$ 5,000	-	-	a
<i>Incentive</i>	Post-Season (max)	\$ 21,600	\$ 24,000	\$ 2,400	11%	
	Academic (max)	\$ 5,000	\$ 5,000	-	-	
Total Certain Compensation		\$ 95,000	\$ 105,000	\$ 10,000	11%	b

Notes:

- a. Coach Shaffer’s previous two-year contract expires on June 30, 2016. This contract includes a two-year extension and salary increase. Base salary for fiscal year 2018 increases to \$105,000. Automobile payment is up to \$1,000/month. Club membership is at the option of the Team Administrator.
- b. Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any fringe benefits, such as car and cell phone allowances, nor any one-time amounts.

2. Review of Business Plan

Not applicable.

3. Fiscal Impact

The Athletic Department currently expects that all funds relating to this employment contract 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.

4. Review of Documents Related to Referenced Matter

The Office of General Counsel has reviewed the proposed contract.

ATTACHMENTS

- I. Proposed Amended Employment Contract: Douglas Shaffer, Co-Head Coach Swimming & Diving

RECOMMENDATION:

Based on the recommendation of the Athletic Director, it is recommended that the Board authorize the President to sign the proposed amended contract with Douglas Shaffer, Co-Head Coach Swimming & Diving.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes Dr. F. King Alexander, President of LSU, or his designee, to sign the employment contract with Douglas Shaffer, and to include in such amendments such terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.



Summary of Athletic Coaching Contract Douglas Shaffer, Co-Head Coach Swimming & Diving

		<i>Current</i>	<i>Proposed</i>	<i>Change</i>	<i>%</i>	<i>Notes</i>
<i>Basic</i>	Term Ends	6/30/2016	6/30/2018	2 year		a
	Base Salary	\$ 90,000	\$ 100,000	\$ 10,000	11%	a
	Supplemental Comp.	\$ 5,000	\$ 5,000	\$ -		a
<i>Incentive</i>	Post-Season (max)	\$ 21,600	\$ 24,000	\$ 2,400	11%	b
	Academic (max)	\$ 5,000	\$ 5,000	\$ -		a
<i>Benefits</i>	Automobile	\$ 12,000	\$ 12,000	\$ -		a
	Club Membership	Yes	Yes			a
	Other					c
Total Certain Compensation		\$ 95,000	\$ 105,000	\$ 10,000	11%	d

Notes

(a) Coach Shaffer's previous two year contract expires on June 30, 2016. This contract includes a two year extension and salary increase. Base salary for fiscal year 2018, increases to \$105,000. Automobile payment is up to \$1,000/month. Club membership is at the option of the Team Administrator.

(b) Post-season incentive is based on Board Policy which allows up to 24% of base salary for team SEC and NCAA performance.

(c) Not applicable

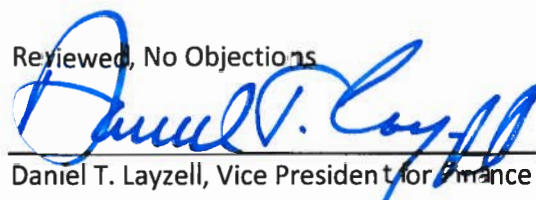
(d) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any fringe benefits, such as car and cell phone allowances, nor any one-time amounts, such as contract buy-outs or relocation allowances.

This document summarizes the key terms of the proposed employment contract for the athletic coach named above. Unless noted otherwise, the contract is attached and is based on the standard template normally used by LSU for contracts of this type. The campus recommends approval by the Board.

Recommended


 Joe Alleva
 Vice Chancellor and Athletic Director

Reviewed, No Objections


 Daniel T. Layzell, Vice President for Finance
 and Administration/CFO


 Tom Skinner, LSU General Counsel

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of this 1st day of July 2016, 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 F. King Alexander, its duly authorized President, and Douglas J. Shaffer (“COACH”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:

- A. “LSU A&M”: The campus of LSU which is located in Baton Rouge, Louisiana.
- B. “President”: The President of LSU A&M.
- C. “Athletic Director”: The Director of Athletics at LSU A&M.
- D. “Base Salary Amount”: The annual sum of:
 - One Hundred Thousand and No/100ths dollars (\$100,000.00) – Effective July 1, 2016 – June 30, 2017.
 - One Hundred Five Thousand and No/100ths dollars (\$105,000.00) – Effective July 1, 2017 – June 30, 2018.
- E. “Start Date”: July 1, 2016.
- F. “End Date”: June 30, 2018.
- G. “Program”: The intercollegiate Men’s and Women’s Swimming & Diving program at LSU A&M.
- H. “Team”: The intercollegiate athletic team which is a part of the Program.

2. **Employment.** LSU does hereby employ COACH as Co-Head Coach of the Team. COACH will report directly to the Athletic Director and through the Athletic Director to the President. COACH will be responsible for the Program at LSU A&M. COACH hereby agrees to accept such employment and to devote full-time attention to the performance of the duties herein.

3. **Duties and Responsibilities.** As Co-Head Coach of Team, COACH's duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletic Director:
 - A. Administering, managing, and leading the Program in a professionally appropriate and competent manner;
 - B. Administering, managing, and leading the Program in an effort to effectively compete in National Collegiate Athletic Association (NCAA) play;
 - C. Hiring and managing the assistant coaches and other athletic staff necessary and appropriate to assist COACH in meeting the responsibilities herein;
 - D. Directing the Program, including management of staff, budget, and other resources;
 - E. Being reasonably knowledgeable, with reasonable assistance of LSU, of: (i) applicable federal and state laws governing intercollegiate athletics; and (ii) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the NCAA, the Southeastern Conference (SEC), LSU, and any other

conference or organization of which LSU is or becomes a member during the term of this Agreement; all hereinafter collectively referred to as “**Governing Athletics Regulations**”;

- F. Assuring and monitoring compliance with Governing Athletics Regulations by COACH and all student athlete members of the Team, assistant coaches, other Program staff members, and other individuals under or subject to COACH’s direct control, authority, or supervision;
- G. Promptly reporting any violation of Governing Athletics Regulations to the Associate Athletic Director for Compliance;
- H. Cooperating fully in any investigation of possible NCAA violations conducted or authorized by LSU or the NCAA at any time;
- I. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- J. Reasonably understanding, observing, and upholding LSU’s reasonable, written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student athletes, and recruiting can be conducted consistently with LSU’s mission (provided said mission is reasonable and communicated to COACH in writing);
- K. Using reasonable and good faith personal efforts to cultivate and maintain effective relations with the Board of Supervisors, affiliated foundations,

conferences, institutional alumni, the media, the public, students, faculty, staff, and friends of LSU;

- L. Using reasonable efforts to exercise due care and supervision to provide that all student athletes, assistant coaches, other program staff members, and other individuals under or subject to COACH's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;
 - M. Using reasonable efforts to promote the goal of LSU, that every student athlete obtain a baccalaureate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student athletes and the faculty and administrators of LSU in connection with the academic pursuits of student athletes;
 - N. Performing these duties at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;
 - O. Performing all other reasonable duties customarily performed by head coaches in Team's sport of commensurate rank serving other NCAA member institutions.
4. **Term.** The term ("Term") of this AGREEMENT shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 12 of this Agreement. This Agreement will automatically renew on a monthly basis effective the day after the End Date unless the Agreement has been

terminated pursuant to Section 12 or written notice of non-renewal has been given by either party to the other at least 30 days before the End Date.

5. **Base Salary.** LSU agrees to pay COACH the Base Salary Amount annually, in twelve (12) equal monthly installments.

6. **Supplemental Compensation.**

A. In addition to the salary described above, COACH each contract year will receive Supplemental Compensation in an amount of Five Thousand and No/100ths dollars (\$5,000.00) for COACH appearing on or participating in, as requested, University sanctioned television, radio and internet programs concerning LSU and the Team. The amount of Supplemental Compensation payable to COACH shall be based on the number of radio, television, and internet programs in which COACH participates or appears and shall be determined by the Athletic Director. Any amount earned by COACH pursuant to this provision shall be considered earned on the date(s) on which COACH appears on or participates in the television, radio, and internet programs and shall be paid within 30 days of the last game played by Team in its season, including any post-season play.

B. COACH shall not appear without the prior written approval of the President on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. COACH shall not appear in or make any commercial or commercial endorsement without the prior written approval of the

President and the Athletic Director. Such approval shall not be unreasonably withheld.

7. **Incentive Compensation.**

- A. **Post-Season Incentive Compensation.** In the event the Team participates in post-season games, LSU agrees to pay COACH Post-Season Incentive Compensation as additional compensation for the extra services required of COACH in the preparation for and participation in post-season play as follows in accordance with LSU's policies and procedures. The additional sum or sums, if payable, shall be considered earned on the date(s) services are provided for each game at which a post-season goal is attained (or, for SEC Regular Season Champion, the date of the last SEC game in Team's sport played by any SEC team during the regular season) and shall be paid within sixty (60) days following the final post-season game in which Team participates. This Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. Post-Season Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the foundation. To be eligible for such compensation, COACH must provide additional services required in the preparation for and participation in post-season play and must be employed by LSU as of the date on which the incentives are earned.
- B. **Academic Incentive Compensation.** In the event the multi-year Academic Performance Rate "APR" [as defined by the NCAA] for an individual Swimming & Diving team is 930 or higher in any one contract year, LSU agrees to pay

COACH additional compensation in the amount of Five Thousand and No/100 dollars (\$5,000) per contract year. This incentive can only be achieved once per contract year. The additional compensation, if payable, shall be considered earned on the date on which the APR for LSU is released while COACH is employed at LSU and shall be paid within sixty (60) days of such date. Academic Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the foundation. To be eligible for such compensation, COACH must be employed by LSU as of the date on which the incentives are earned.

8. **Retirement and Fringe Benefits.** COACH 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 the Base Salary Amount and any Post-Season Incentive Compensation. During the term of this Agreement and in accordance with applicable LSU policy and applicable law, COACH will also receive the following benefits, part or all of which may be payable from affiliated foundation funds, subject to approval of LSU and the foundation:

A. Membership(s) in a social club, such as the University Club of Baton Rouge, provided that: (i) monthly dues shall be payable from affiliated foundation funds, subject to approval of such foundation; (ii) business-related (non-personal) expenses incurred in accordance with LSU and foundation policy will be reimbursed from affiliated foundation funds; and (iii) COACH shall be responsible for payment of all personal charges.

- B. Mobile communications device and service;
 - C. An annual automobile allowance in the amount of \$1,000 per month or, to the extent consistent with state ethics law, use of courtesy vehicle provided by dealership and related insurance reimbursed from affiliated foundation funds; and
 - D. COACH will be allowed to invite guest(s) for travel to athletic events as per the LSU Travel Handbook. Any guest(s) must be approved for travel on chartered or commercial transportation by the Athletic Director or his/her designee.
 - E. Other customary, reasonable and related employee benefits to be provided by foundations affiliated with LSU, as authorized by the President after a review by the LSU System General Counsel and a determination that such benefits are in compliance with LSU policy and the Louisiana Code of Ethics.
9. **Additional Revenue.**

Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2 and 11.3, *et seq.*, and LSU's PM-11, COACH may earn or receive other revenue ("Additional Revenue") while employed by LSU provided, however, that COACH shall obtain prior written approval, which approval shall not be unreasonably withheld, from the President before engaging in any commercial or private venture, including the use of COACH's name by any commercial, public or private entity. COACH shall report annually to the President and the Athletic Director on January 31st, in writing, in compliance with NCAA Bylaw 11.2.2 and 11.2.2.1, and any applicable LSU policy, all athletically-related income from sources outside LSU, and

LSU shall have reasonable access to all records of COACH to verify this report. LSU does not guarantee any amount of Additional Revenue.

COACH shall not, without written approval of the President and the Athletic Director, arrange for or agree to the receipt by any assistant coach of any supplemental pay, bonus, or other form of payment from any outside source, except for income earned by assistant coaches from COACH's operation of sports camps, or as otherwise authorized by LSU in accordance with PM-11.

10. **Sports Camps.** COACH, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may operate or work at sports camps/clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps/clinics. COACH shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or interests in such a camp or clinic to any other person or entity, without the prior written approval of the President.

11. **Assignment and Retirement Benefits.**

A. **Assignment.** To the extent permitted by law, COACH may require LSU to contract with a separate legal entity, whether under the control of COACH or not, for the performance of any services by COACH required or authorized under Sections 6 (Supplemental Compensation, if any) and 10 (Sports Camps). The form of the contract shall be subject to the approval of LSU, which approval shall not be unreasonably withheld.

B. **Retirement Benefits.** Regardless of whether the services are performed directly for LSU or through contract with a separate legal entity, whether such other entity is under the control of COACH or not, sums paid or authorized under Section 6 (Supplemental Compensation, if any), 7.B (Academic Incentive Compensation), 8 (Fringe Benefits), 9 (Additional Revenue), and 10 (Sports Camps) of this Agreement shall not 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 Amount and any Post Season Incentive Compensation earned pursuant to Section 7.A shall be considered for the purpose of computation of retirement benefits.

12. **Termination.** This Agreement may be terminated by the parties as follows:

A. **Termination by LSU for Cause.** This Agreement may be terminated for "cause" by LSU, acting through the President, at any time prior to its expiration, upon written notice to COACH. In the event of termination for cause, COACH's Base Salary Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to COACH for any sums or damages other than compensation earned prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

For purposes of this Section, “cause” for termination shall be defined as:

- (1) Committing a material and substantial violation (including repeated secondary violations) of Governing Athletics Regulations, or failing promptly to report any such violation by another person to the President and the Associate Athletic Director for Compliance;
- (2) Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after COACH knew or had constructive knowledge that it was about to occur or was occurring, or (ii) COACH failed to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletic Department for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
- (3) Committing or being convicted of either: (i) any felony; or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- (4) Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings COACH into substantial public disrepute sufficient to materially impair COACH’s ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to COACH as a visible representative of LSU;

- (5) Unreasonably refusing or repeatedly failing to perform any duties imposed upon COACH herein (including, but not limited to, those duties and responsibilities set forth in Section 3 of this Agreement), or failing to perform the same to the best of COACH's reasonable ability, after written notice to COACH of LSU's reasonable expectation;
- (6) Knowingly committing material or repeated significant violations of any provision of this Agreement, provided said initial violations are not cured within ten (10) days of COACH's receipt of written notice of the same;
- (7) Prolonged absence from LSU without its consent, which will not unreasonably be withheld;
- (8) (i) Intentionally or with reckless disregard for the truth committing fraud in the performance of any duties and responsibilities herein, including, but not limited to, fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or (ii) counseling, instructing, encouraging, or knowingly permitting any other person to commit such fraud;
- (9) (i) Failing to respond reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or (ii) counseling,

instructing, encouraging, or knowingly and intentionally permitting any other person to fail to so respond;

- (10) (i) Participating in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any student athlete, assistant coach, or other individual under or subject to COACH's control, authority, or supervision to participate in such activity;
- (11) (i) Furnishing any information or data, other than information or data provided to the general public through press conferences, news releases, and the like, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom COACH knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or (ii) counseling, instructing, or encouraging any student athlete, assistant coach, or other individual under COACH's control, authority, or supervision to furnish such information or data;
- (12) Using or consuming alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair COACH's ability to perform the duties herein;
- (13) Selling, purchasing, using, or possessing any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by COACH is prohibited by law or Governing Athletics Rules. The provisions of this

subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.

- (14) Knowingly encouraging or permitting the sale, purchase, use, or possession by any student athlete, assistant coach, or other individual under COACH's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- (15) (i) Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations; or (ii) counseling, instructing, or encouraging any other person to fail to cooperate in such investigation and enforcement;
- (16) Subject to any right of administrative appeal permitted or granted to COACH by the NCAA or SEC, the making or rendition of a finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by COACH of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of COACH which were knowingly and intentionally permitted, encouraged, or condoned by COACH, or about which violations COACH knew or should have known (constructive knowledge), and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this sub-section includes findings or determinations of violations during employment of COACH at any other institution of higher education); or

- (17) Failing to report promptly to the Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which COACH has actual knowledge.

Any judgment as to whether the criteria contained in this section have been met shall not be made arbitrarily or capriciously by LSU. Prior to termination for cause, COACH: (i) shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof; and (ii) shall have five calendar days from receipt of such notice to make a written request for a hearing on the contemplated action. A hearing will be held by the President or his designee(s), and at the hearing COACH shall have the right to counsel and to present the testimony of witnesses and other reliable evidence. The procedures shall conform to, and evidence may be considered, consistent with federal and state due process standards for such hearings.

All compensation, including salary, benefits, and other remuneration set forth in this Agreement incidental to COACH's employment, cease upon termination, other than compensation owed COACH for services performed by COACH prior to termination.

B. Termination by LSU Without Cause.

- (1) LSU shall have the right to terminate this Agreement without cause upon written notice to COACH. In such event, LSU will pay COACH liquidated damages, in lieu of any and all other legal remedies or equitable relief as detailed below. In the

event of termination by LSU without cause, COACH's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to COACH for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

- (2) Liquidated damages under this Section 12.B will be the Base Salary per year for the remaining term of this Agreement, including any extended term. A partial year shall be pro rated.
- (3) Liquidated damages under this Section 12.B will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the term of this Agreement, including any extended term.
- (4) In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section 12.B shall be reduced and extinguished by and to the extent of any compensation COACH earns, receives, or is entitled to receive from the termination date until LSU's obligation pursuant to this Section 12.B to COACH terminates or ceases to exist. COACH shall exercise due diligence and good faith in seeking other athletically-related employment. In the event COACH obtains such other employment, COACH will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by COACH and the amount of offset due to LSU.

- (5) The parties have bargained for this liquidated damages provision, giving consideration to the following. This is a contract for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause COACH to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages to be suffered by COACH in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that all liquidated damages herein are not in any way a penalty.

C. Termination by COACH Without Cause.

- (1) COACH shall have the right to terminate this Agreement without cause upon thirty days written notice to LSU. In the event COACH terminates this Agreement without cause, COACH will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by COACH without cause, COACH's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which shall be no later than thirty days after the written notice is provided to LSU (unless otherwise mutually agreed by LSU and COACH), and LSU shall not thereafter be liable to COACH for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date.

- (2) Liquidated damages under this Section 12.C will be 15% of the Base Salary per year for the remaining term of this Agreement, including any extended term. COACH shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.
- (3) Liquidated damages under this Section 12.C may be waived, in the sole discretion of the President, if COACH is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, COACH's length of service with LSU, whether COACH is taking another athletically-related job, the impact the timing of COACH's notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), COACH's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for COACH, and the impact requiring the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.
- (4) The parties have bargained for this liquidated damages provision, giving consideration to the following. This is a contract for personal services. The parties recognize that termination of this Agreement by COACH prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement head coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.

- (5) Unless notice of termination under this Section 12 has been given by either party, neither COACH nor COACH's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletic Director.

D. Suspension or Other Disciplinary Action.

- (1) In lieu of termination for cause, and apart from any rights it may have under Section 12.A, LSU may impose disciplinary sanctions less severe than termination upon COACH, up to and including suspension or leave without pay for a period no longer than ninety (90) days for any act or omission which would be grounds for termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously.
- (2) LSU may suspend COACH for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether COACH has violated any laws or Governing Athletics Regulations. During such suspension, COACH shall receive only the Base Salary, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of COACH, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to COACH the benefits and other compensation

herein otherwise payable to COACH during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this sub-section shall not limit any rights of LSU to terminate COACH for cause.

- (3) COACH shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.

E. **Termination by Death or Disability.** In the event of the death of COACH or the inability of COACH 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 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.

F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein 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, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither COACH nor LSU shall be entitled to receive, 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, camps 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 COACH of information or documents required by law. COACH acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, COACH shall have no right to occupy the position of head coach of Team and that COACH's sole remedies are provided herein and shall not extend to injunctive relief. COACH further acknowledges and agrees that COACH is not eligible for will not be considered for or granted tenure by LSU.

- G. **Key Man Insurance.** LSU or its affiliated athletic foundation, at the sole discretion of LSU, shall have the right at any time during the term of this Agreement to take out key man insurance or other insurance on the life of COACH. COACH shall reasonably cooperate in the underwriting and issuance of any such insurance.

13. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to COACH by LSU or developed by COACH on behalf of or at the expense of LSU or otherwise in connection with the employment of COACH are and shall remain the sole and confidential property of LSU. Within ten (10) days of the expiration or termination of this Agreement, COACH shall cause any such materials in COACH's possession or control to be delivered to LSU. At the same time, COACH shall return to LSU all credit cards, keys, computers, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of COACH.
14. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
15. **Entire Contract.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of COACH 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 the agreement


16. **Amendments to Contract.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by COACH, such approval and acceptance to be acknowledged in writing.
17. **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.
18. **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.
19. **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.
20. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.

21. **Governing Law and Venue.** This 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 jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.

THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement 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, Ph.D., President




Douglas J. Shaffer

RECOMMENDED:



Joseph Alleva, Vice Chancellor and Director of Athletics
Louisiana State University and
Agricultural and Mechanical College



Daniel T. Layzell, Vice President for Finance and Administration/CFO
Louisiana State University and
Agricultural and Mechanical College

Schedule A – Supplemental Terms for Douglas J. Shaffer

This Schedule A supplements and further defines the provisions of the Employment Agreement dated July 1, 2016 entered into between LSU and Douglas J. Shaffer, to which it is attached (the “Agreement”). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

1. Subject to the terms and conditions set forth in section 7.A of the Agreement, EMPLOYEE shall receive Post-Season Incentive Compensation in the amounts, and based on attaining the goals as outlined in the most recent Additional Compensation Policy for Post-Season Athletics approved by LSU at the time the additional compensation is attained.
2. All other provisions of the Agreement remain unchanged by this Schedule A.


Schedule A Approved:

By: _____
F. King Alexander, Ph.D., President




Douglas J. Shaffer

RECOMMENDED:



Joseph Alleva, Vice Chancellor and Director of Athletics
Louisiana State University and
Agricultural and Mechanical College



Daniel T. Layzell, Vice President for Finance and Administration/CFO
Louisiana State University and
Agricultural and Mechanical College