



LSU Board of Supervisors

3810 W. Lakeshore Drive
Baton Rouge, Louisiana

Friday, January 27, 2017
10:00 AM

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>

COMMITTEE MEETINGS

A. ACADEMIC AND STUDENT AFFAIRS, ACHIEVEMENT AND DISTINCTION COMMITTEE

James M. Williams, Vice Chair

1. Request from LSU Alexandria to Establish a Bachelor of Science in Chemistry
2. Request from LSU A&M to Establish a Post-Baccalaureate Certificate in Library Science
3. Request from LSU A&M to Award an Honorary Degree
4. CONSENT AGENDA
 - i. Request from LSU A&M to Move the Existing Graduate Concentrations in Agricultural and Extension Education from the School of Human Resource Education & Workforce Development to the MS and PhD in the College of Agriculture
 - ii. Request from LSU A&M to Convert the John P. Laborde Endowed Chair in Energy Law to Four Professorships and 10 Superior Graduate Student Scholarships
 - iii. Request from LSU A&M to Convert seven Endowed Professorships to Endowed Superior Graduate Student Scholarships
 - Dr. Mary Lou Applewhite Distinguished Professorship in Biological Sciences #2 to the Mary Lou Applewhite Distinguished Fellowship
 - Scott and Susan Brodie Professorship to the Scott and Susan Brodie Fellowship
 - Dr. Richard Bruch Distinguished Professorship to the Dr. Richard Bruch Fellowship

- Houston Energy, L.P. Distinguished Professorship to the Houston Energy, L.P. Graduate Student Scholarship
 - Mary Jo Klosterman Professorship to the Mary Jo Klosterman Superior Graduate Student Scholarship
 - Mary Jo Klosterman Professorship #2 to the Mary Jo Klosterman Superior Graduate Student Scholarship #2
 - Dr. Calvin C. Mattax Professorship to the Dr. Calvin C. Mattax Fellowship
- iv. Request from LSU Eunice to Establish Two Endowed Two-Year Student Workforce Scholarships
- Maci Breaux Memorial Scholarship
 - Nunez/Holbrook Family Scholarship
- v. Request from LSU Health Sciences Center - New Orleans to Establish Five Endowed Professorships
- Richard A. Culbertson Professorship
 - Susan M. Leary and Richard A. Culbertson Professorship
 - Cheuk Family Professorship in Comprehensive Dentistry No. 2
 - Horatio Reily Professorship in Urology
 - Brian P. Jakes, Sr. Professorship of Rural Healthcare
- vi. Request from LSU Health Sciences Center - New Orleans to Establish Seven Endowed Superior Graduate Student Scholarships
- The David Louis Autin MD Scholarship Fund
 - Linda Cao and Phuong Nguyen Scholarship in Pediatric Dentistry
 - Alliance to the Louisiana Dental Association Scholarship in Dentistry
 - Williams and Sarah Pelon Scholarship in Dentistry
 - Committee of 100 Scholarship in Dentistry
 - Thomas E. McNeely Scholarship in Dentistry
 - Drs. William G. '64 and Hannelore H. '63 Giles Scholarship Fund
- vii. Request from LSU Health Sciences Center - Shreveport to Establish the Medical Center Clinics Endowed Chair in Graduate Medical Education
- viii. Request from Pennington Biomedical Research Center to Convert the John S. McIlhenny Endowed Chair in Health Wisdom to the John. S. McIlhenny Postdoctoral Fellowship

B. FINANCE, INFRASTRUCTURE, AND CORE DEVELOPMENT COMMITTEE

Ronald Anderson, Chair

1. Request from LSU Eunice to Establish a Fixed “Dining Allowance” For All Students Enrolled in Six or More Semester Credit Hours

C. PROPERTY AND FACILITIES COMMITTEE

Rolfe McCollister, Jr., Chair

1. Master Plan Update
2. Request from LSU A&M to Authorize an Intent to Lease Agreement with the LSU Real Estate and Facilities Foundation for Phases 2 and 3 of the Nicholson Gateway Project
3. Request From LSU Health Sciences Center-New Orleans to Approve the Lease of Portions of the University Medical Office Building (Formerly Known as Seton Building) to Louisiana State University School of Medicine in New Orleans Faculty Group Practice D/B/A
4. Request from LSU A&M to Enter into a Non-Binding MOU with the Illinois Central Railroad Company and the Baton Rouge Area Foundation Regarding Rail Line Crossings

D. ATHLETIC COMMITTEE

Blake Chatelain, Chair

1. Request from LSU A&M to Approve Athletic Football Coaches Contracts
 - i. Defensive Coordinator Dave Aranda
 - ii. Offensive Coordinator Mathew Canada
2. Request from LSU A&M to Approve Employment Contracts with Head Coaches Russell L. Brock, James T. Moffitt, and Dennis G. Shaver

E. AUDIT COMMITTEE

Lee Mallett, Chair

The Audit Committee will meet at 8:00am in Conference Room 112, University Administration Building, 3810 W. Lakeshore Drive, Baton Rouge, Louisiana 70808



**LSU Board of Supervisors Meeting
3810 W. Lakeshore Drive
Baton Rouge, Louisiana 70808
Board Room**

**Friday, January 27, 2017
~1:00 PM**

1. Call to Order and Roll Call
2. Invocation and Pledge of Allegiance
3. Approval of Minutes of Board Meeting of December 9, 2016
4. Personnel Actions Requiring Board Approval
5. Reports from Staff Advisors and Faculty Advisors
6. President's Report
7. Reports to the Board
 - a. LIFT2 Round Five Awards Report
 - b. FY 2017 1st Quarter Consolidated Report on Personnel Actions Not Requiring Board Approval
 - c. Facility Summary Reports
8. Committee Reports
9. Ratification of Revised 2016-2017 Board of Supervisors Meeting Schedule
10. Chairman's Report
11. Adjournment

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December 9, 2016

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4. Personnel Actions Requiring Board Approval

Mr. Tom Skinner, General Counsel, requested approval of the Personnel Actions. He noted the executive staff had reviewed these actions and recommended Board approval.

Upon motion of Mr. Faircloth, with Mr. Chatelain abstaining, seconded by Mr. Yarborough, the Board voted unanimously to approve the Personnel Actions Requiring Board Approval as presented.

5. Reports from Staff Advisors and Faculty Advisors

Dr. Kevin Cope, Council of Faculty Advisors gave an informational report. There was no report from Staff Advisors.

6. President's Report

Dr. F. King Alexander, President of LSU advised the Board on various matters including:

Thanked Dr. Haywood Joiner for his role of Interim Chancellor at LSUA

Thanked Texas A&M University students for raising \$18,000 towards LSU student and employee disaster relief funds. The donation was matched by the Provost and President at Texas A&M University. Texas A&M presented the \$50,000 donation at the November 24, 2016 football game.

Recognized the LSU campus for donating \$61,000 to the Student Disaster Relief Fund and \$126,000 to the Employee Disaster Assist Fund. The LSU AgCenter employee relief fund raised \$10,000, LSU Health Science Centers raised \$37,400, and Pennington Biomedical Research Center relief fund raised \$22,795. The total amount donated to disaster relief this past fall was \$220,000.

Reviewed talking points and facts regarding TOPS funding for Spring 2017

Provided an update on the University Administration consolidation

Recognized Student Board Member Zachary Faircloth on being a finalist for the Rhodes Scholarship.

Graduation Rates for LSU campuses

Announced LSU Foundation leadership change: Stephen Moret, CEO and President of LSU Foundation, is leaving at the end of December and Dan Layzell is serving as interim President.

Dr. Alexander, recognized:

Dr. Richard Koubek, Executive Vice President and Provost, for an update on the modifications to the requirements for the Tiger Legacy Scholarship

Dr. William Cefalu, Executive Director of Pennington Biomedical Research Center, for recognition of Dr. Claude Bouchard for his designation as a Boyd Professor. Dr. Bouchard briefly addressed the Board.

7. Reports to the Board

- a. FY 2016 4th Quarter Internal Audit Summary
- b. FY 2016 Internal Audit Annual Report

c. FY 2016-17 1st Quarter Consolidated LSU Investment Report

Upon motion by Mr. Chatelain, seconded by Mr. Mallett, the Board voted unanimously to accept these reports.

8. Committee Reports

Upon motion by Mr. Anderson, seconded by Mr. Yarborough, the Board voted unanimously to waive the thirty-day notice for any proposed changes to the Board Bylaws and to add the Finance, Infrastructure, and Core Development Committee item “8C1. Recommendation to Amend the Bylaws and Regulations of the Board, Related to Rights, Duties, and Responsibilities of Principal Administrative Officers of the University” to the agenda.

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

8A. Healthcare and Medical Education Committee

Mr. Yarborough, Chairman of the Healthcare and Medical Education Committee, reported that the Committee received one (1) request for Board approval and one (1) presentation.

8A1. Request from LSU Health Sciences Center at New Orleans to Approve a Cooperative Endeavor Agreement Between the Louisiana Department of Health and the School of Public Health

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 of Louisiana State University and Agricultural & Mechanical College does hereby authorize its President, F. King Alexander, to execute a Cooperative Endeavor Agreement between the Louisiana Department of Health and the School of Public Health, LSU Health Sciences Center at New Orleans, and does further authorize the President to make any changes or include such terms and conditions in said agreement as he, in consultation with the General Counsel, deems to be in the best interest of the University.

8A2. Presentation on Performance Metrics for Health Sciences Center

Mr. Clayton Tellers from ECG Management Consultants presented the summary of interview findings and recommended metrics for the Health Sciences Centers.

Mr. Yarborough asked for a motion to adjourn the committee.

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

8B. 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 seven (7) consent agenda items.

8B1. Request from LSU A&M to Establish the Global Scholarship Program

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request to establish the LSU Global Scholarship Program at Louisiana State University and Agricultural & Mechanical College; and

BE IT FURTHER RESOLVED that the Board of Supervisors authorizes the President to approve adjustments to the requirements and award amounts for the Global Scholarship Program as needed to be in line with student and institutional interests with notice to the Chair and Chair-elect of the Board of Supervisors and the Academic and Student Affairs, Achievement and Distinction Committee; and

BE IT FURTHER RESOLVED that a report detailing the fiscal and enrollment impacts of the LSU Global Scholarship Program will be submitted annually to the President of LSU and the Board of Supervisors each year through 2021.

8B2. Request from LSU A&M to Establish a Bachelor of Science in Entrepreneurship

Upon motion of Mr. Faircloth, seconded by Ms. Jones, 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 A&M to establish the Bachelor of Science in Entrepreneurship, subject to approval by the Louisiana Board of Regents.

8B3. Request from LSU Health Sciences Center at New Orleans for Conditional (One year) Approval of the Center for Health Transformation

Upon motion of Mr. Anderson, seconded by Mr. Faircloth, 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 the LSU Health Sciences Center at New Orleans for one year conditional approval to establish the Center for Health Transformation in the School of Public Health, subject to approval by the Board of Regents.

8B4. CONSENT AGENDA

- i. Recommendation to Approve Fall 2016 Conferral of Degrees at LSU Campuses
- ii. Request from LSU A&M to Change the Name of the Department of Information Systems and Decision Sciences to the Department of Entrepreneurship and Information Systems in the E.J. Ourso College of Business (tentative)
- iii. Request from LSU A&M to Establish the Douglas L. Manship, Sr. – Dori J. Maynard Chair in Race, Media & Cultural Literacy
- iv. Request from LSU A&M to Establish 15 Endowed Superior Graduate Student Scholarships
- v. Request from LSU-Alexandria to Establish 4 Endowed Scholarships for First Generation Students
- vi. Request from LSU Health Sciences Center-New Orleans to Change the Name of the Leslie Lewinter-Suskind and the Robert Suskind Professorship for International Pediatric Collaboration

- vii. Request from LSU Health Sciences Center-New Orleans to Waive the National Search Requirement for the Elaine A. Doré Endowed Chair in Orthopaedics

Mr. Moore offered a recommendation to approve the Consent Agenda items as submitted.

Upon motion of Mr. Armentor, seconded by Mr. Faircloth, 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 degrees conferred on candidates meeting degree requirements for graduation from the campuses of the University at 2016 fall commencement exercises (December 8, 15, 16, 18)

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request from LSU A&M to change the name of the Department of Information Systems and Decision Sciences to the Department of Entrepreneurship and Information Systems in the E.J. Ourso College of Business, subject to approval by the Louisiana Board of Regents.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request from LSU A&M to establish the Douglas L. Manship, Sr. - Dori J. Maynard Chair in Race, Media and Cultural Literacy in the Manship School of Mass Communication, subject to approval by the Louisiana Board of Regents; and

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 obtain the matching gift and otherwise complete the establishment of the Douglas L. Manship, Sr. - Dori J. Maynard Chair in Race, Media and Cultural Literacy at LSU A&M.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request from LSU A&M to establish each the following Endowed Superior Graduate Student Scholarships, subject to approval by the Louisiana Board of Regents:

- a) Hannelore and Johannes Storz Graduate Student Excellence Fund
- b) Lamar Family Post-doctoral Fellowship
- c) Kenneth R. Hogstrom Superior Graduate Student Scholarship in Medical Physics
- d) Neil & Arlene Kestner Superior Graduate Student Scholarship in Honor of Imre Zupkay
- e) Mark & Carolyn Campbell Guidry Doctoral Fellowship #2
- f) T. J. Moran Endowed Law Scholarship
- g) T. J. Moran Superior Graduate Student Scholarship, College of Human Sciences & Education
- h) T. J. Moran Superior Graduate Student Scholarship, E. J. Ourso College of Business
- i) Dr. Jack Van Lopik & Annagreta Hojdal Superior Graduate Scholarship
- j) Carraway Foundation Graduate Excellence Scholarship #2
- k) Joseph F. Domino Superior Graduate Student Scholarship
- l) Friedhelm Goronzy Endowed Superior Graduate Student Scholarship
- m) Lynne & Kit Marye Superior Graduate Student Scholarship in Finance
- n) Robert K. & Elizabeth F. Reeves Endowed Scholarship
- o) Robert R. and Melissa B. Rabalais Energy Law Endowment

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 obtain the matching gift and otherwise complete the establishment of each of the following Endowed Superior Graduate Student Scholarships LSU A&M:

- a) Hannelore and Johannes Storz Graduate Student Excellence Fund
- b) Lamar Family Post-doctoral Fellowship
- c) Kenneth R. Hogstrom Superior Graduate Student Scholarship in Medical Physics
- d) Neil & Arlene Kestner Superior Graduate Student Scholarship in Honor of Imre Zupkay
- e) Mark & Carolyn Campbell Guidry Doctoral Fellowship #2
- f) T. J. Moran Endowed Law Scholarship
- g) T. J. Moran Superior Graduate Student Scholarship, College of Human Sciences & Education
- h) T. J. Moran Superior Graduate Student Scholarship, E. J. Ourso College of Business
- i) Dr. Jack Van Lopik & Annagreta Hojdal Superior Graduate Scholarship
- j) Carraway Foundation Graduate Excellence Scholarship #2
- k) Joseph F. Domino Superior Graduate Student Scholarship
- l) Friedhelm Goronzy Endowed Superior Graduate Student Scholarship
- m) Lynne & Kit Marye Superior Graduate Student Scholarship in Finance
- n) Robert K. & Elizabeth F. Reeves Endowed Scholarship
- o) Robert R. and Melissa B. Rabalais Energy Law Endowment

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request from LSU Alexandria to Establish the following Endowed Scholarships for First Generation Students, subject to approval by the Louisiana Board of Regents:

- a) Mary Jane Brown Endowed Scholarship for First Generation College Students
- b) Dr. David and Mrs. Nicole Holcombe Endowed Scholarship for First Generation College Students in Creative Arts and Language
- c) Virginia Harvey Holcombe Endowed Scholarship for First Generation College Students in Nursing
- d) Jeremiah and Kenneth Grant Holcombe Endowed Scholarship for First Generation College Students in Allied Health

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 obtain the matching gift and otherwise complete the establishment of each of the following Endowed Scholarships for First Generation Students at LSU Alexandria:

- a) Mary Jane Brown Endowed Scholarship for First Generation College Students
- b) Dr. David and Mrs. Nicole Holcombe Endowed Scholarship for First Generation College Students in Creative Arts and Language
- c) Virginia Harvey Holcombe Endowed Scholarship for First Generation College Students in Nursing
- d) Jeremiah and Kenneth Grant Holcombe Endowed Scholarship for First Generation College Students in Allied Health

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request from LSU Health Sciences Center-New Orleans to change the name of the Leslie Lewinter-Suskind and the Robert Suskind Professorship for International Pediatric

Collaboration to the Leslie Lewinter-Suskind and Robert Suskind Professorship in Pediatric Education, subject to approval by the Louisiana Board of Regents.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request from LSU Health Sciences Center New Orleans to Waive the National Search Requirement for the Elaine A. Doré Endowed Chair in Orthopaedics, subject to approval by the Louisiana Board of Regents.

Mr. Moore asked for a motion to adjourn the Committee meeting.

Upon motion by Ms. Jones, seconded by Mr. Williams, the Committee meeting was adjourned.

8C. Finance, Infrastructure and Core Development Committee

Mr. Anderson, Chairman of the Finance, Infrastructure, and Core Development Committee, reported that the Committee received one (1) request for Board approval in consideration of the approval to add to the Regular Board agenda.

8C1. Recommendation to Amend the Bylaws and Regulations of the Board, Related to Rights, Duties, and Responsibilities of Principal Administrative Officers of the University

Upon motion of Ms. Jones, seconded by Mr. Faircloth, the Committee voted unanimously to approved the amended resolution:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“Board”) does hereby authorize F. King Alexander, President of the Louisiana State University, or his designee, to amend the Bylaws and Regulations of the Board as provided in the attached as it relates to delegated authority to execute personnel actions, effective as of this date, & hereby authorizes the Office of the General Counsel to make any technical amendments that is deemed necessary. In addition, the Board hereby directs President F. King Alexander, or his designee, to amend and replace Section III.C. of Permanent Memorandum 69 (Uniform Personnel Policy) with the following: “Salary increases associated with additional duties, merit increases, counter offers, and retention raises in excess of 15% annually for positions with a base salary of \$100,000 or above.”

Mr. Anderson asked for a motion to adjourn the Committee meeting.

Upon motion of Mr. Faircloth, seconded by Mr. Mallett, the Committee meeting was adjourned.

8D. Property and Facilities Committee

Mr. McCollister, Chairman of the Property and Facilities Committee, reported that the Committee received three (3) requests for Board approval.

8D1. Recommendation to Amend the FY 2017-18 Five-Year Capital Outlay Budget Request and First Year Prioritized Categories to Include Projects at Louisiana State University A&M: LSU A&M Veterinary Medicine Clinical Facility and LSU A&M Memorial Tower

Upon motion of Ms. Duplessis, 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 that the Fiscal Year 2017-18 Five-Year

Capital Outlay Budget Request and First Year Prioritized Categories for Louisiana State University be amended to include the projects listed below:

LSU A&M

Veterinary Medicine Clinical Facility

Category - New Projects

\$10,000,000 – General Obligation Bonds (\$5 M), Private Funds (\$3.8 M) and Self-Generated Revenue (\$1.2 M)

LSU A&M

LSU Memorial Tower Renovations

Category - New Projects

\$7,200,000 – General Obligation Bonds (\$3.6 M) and Private Funds (\$3.6 M)

8D2. Request from LSU A&M to Approve the Schematic Design of the Companion Animal Alliance Facility

Upon motion of Mr. Faircloth, 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 approve the exterior elevations for the Companion Animal Alliance Care and Adoption Center.

8D3. Request from LSU Health Sciences Center-New Orleans to Approve the Purchase of Land in Square 440 in the First District New Orleans

Upon motion of Mr. Jacobs, 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 Louisiana State University, or his designee, on behalf of and in the name of the Board of Supervisors, to purchase the remaining non-State owned lots in Square 440 in the First District of New Orleans listed above, the first of which with street address of 1800 Gravier Street New Orleans, LA 70112 is to be purchased immediately, and to execute any acts of sale or any other agreements necessary to effect and record such purchase(s). The final price will be negotiated per Division of Administration regulations.

BE IT FURTHER RESOLVED that F. King Alexander, President of LSU, or his designee, is 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 said approval to purchase said property any terms and conditions that he may deem in the best interest of the Board of Supervisors.

Mr. McCollister asked for a motion to adjourn the Committee meeting.

Upon motion of Ms. Duplessis, seconded by Mr. Faircloth, the Committee meeting was adjourned.

8E. Athletic Committee

Mr. Chatelain, Chairman of the Athletic Committee, reported that the Committee received one (1) request for Board approval and one (1) consent agenda item.

8E1. Request from LSU A&M to Approve Amendment to the Employment Contract with Edward J. Orgeron, Jr., Interim Head Coach Football

Upon motion of Mr. Williams, 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 & Mechanical College authorizes Dr. F. King Alexander, President, or his designee, to sign the amended employment contract of Interim Head Football Coach Edward Orgeron, Jr. as described in this item, and to include in such amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.

8E2. CONSENT AGENDA

- i. Authorization for the LSU President to Approve Football Postseason Additional Compensation in Accordance with Existing Board Policy or Coaches' Contracts

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

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College authorizes Dr. F. King Alexander, LSU President, or his designee, to approve the applicable additional compensation for the post season football game in accordance with the Provisions for Additional Compensation previously approved by the Board on March 16, 2012 or contract provisions included in the head coach and assistant coaches contracts (**Copy of the policy and contracts are on file in the Board of Supervisors Office**).

Mr. Chatelain asked for a motion to adjourn the Committee meeting.

Upon motion of Mr. McCollister, seconded by Mr. Anderson, the Committee meeting was adjourned.

8F. Audit Committee

The Audit Committee met at 8:00 a.m. in the LSU University Administration Building in Conference Room 112, Baton Rouge. Mr. Lee Mallett, Chairman for the Audit Committee, reported that the Committee received two (2) presentations.

8F1. Presentation of FY 2017 1st Quarter Audit Summary

The FY 2017 1st Quarter Audit Summary was presented to the Audit Committee.

A copy of the Presentation FY 2017 1st Quarter Audit Summary is on file in the Office of the LSU Board of Supervisors.

8F2. Presentation of Personnel Expense Review Project

The Personnel Expense Review Project was presented to the Audit Committee.

A copy of the Presentation of Personnel Expense Review Project is on file in the Office of the LSU Board of Supervisors

8. Chairman's Report

The Chairman announced the next Board of Supervisors meeting will be held in Eunice at LSUE on January 20, 2017.

9. Adjournment

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

Upon motion by Mr. Yarborough, seconded by Mr. Anderson, the meeting was adjourned.

Stephanie Tomlinson
Executive Assistant
LSU Board of Supervisors

Personnel Actions Requiring Board Approval
per PM 69

January 27, 2017

Personnel Actions Requiring Board Approval per PM69
January 27, 2017

Appointments
LSU A&M

Name	Title	Effective	Monthly Compensation
Daniel Layzell	President and Chief Executive Officer (Interim), LSU Foundation	1/1/17	\$10,000 ¹

PBRC

Name	Title	Effective	Term End	Monthly Contract Amount
Donna Ryan	Executive Director (Interim)	2/20/17	7/20/17	\$12,500 ²

Coach Contracts³
LSU A&M

Name	Title	Current	Term Proposed	Total Certain Compensation Current	Proposed	Increase
Corey Raymond	Assistant Coach – Football	3/31/2017	3/31/2020	\$375,000	\$400,000 ⁴	7%

Notes:

1. Monthly compensation as interim President and CEO will be paid by the LSU Foundation.
2. Interim appointment is based on 50% effort. Monthly contract amount will be paid via a personal services agreement through the Pennington Biomedical Research Foundation.
3. 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 and other coaching contracts exceeding \$1,000,000 total certain compensation are presented separately as Board resolutions under the Athletics Committee Agenda.
4. Coaching compensation is paid by revenues generated by the Athletic Department. No state general fund or tuition dollars are used.



Date: January 5, 2017

To: President F. King Alexander

From: Arthur R. Cooper, CEO

Subject: 5th Round of LIFT² grants

The 5th round of the LIFT² grants were awarded on December 15, 2016. There were 14 awards made from the 34 applications received in the amounts of \$ 519, 935.00. The brings the total amount awarded to date under the LIFT² program to \$ 2,617,424.89 to 72 awardees. The list of the 5th round winners is as follows:

Researcher(s)	School	Topic	Requested Funding
Donghui Zhang	LSU A&M	Development of Easy-to-Read Time-Temperature Indicator for Food and Healthcare Product Packaging, Storage and Transportation	\$35,920.00
Isiah Warner & Girija Sahasrabudhe	LSU A&M	GUMBOS (group of uniform materials based on organic salts)-based compounds for highly efficient blue OLEDs	\$30,000.00
Jia, Steiner, & Matthews	LSU A&M	Endorectal digital prostate tomosynthesis for high resolution 3D prostate cancer screening and diagnosis	\$39,345.00
Jin-Woo Choi	LSU A&M	Self-Powered Unattached Lights for Photosynthetic Cultures	\$48,000.00
Liao, Wahab, & Okeil	LSU A&M	An On-Line Phased Array Ultrasonic Testing (PAUT) System for Manufacturing and In-Service Non-Destructive Testing (NDT) Inspection	\$30,000.00

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Shafiqul Chowdhury	LSU A&M	Pseudorabies virus vectored trivalent subunit vaccine against classical swine fever virus and porcine circovirus 2b of pigs	\$46,240.00
Yongcheol Lee	LSU A&M	Communication Recognition Framework and Data Analytics Solutions using Construction Field Communication Transmitted on a Two-Way Radio Network	\$39,300.00
Yuanhang Chen	LSU A&M	Development of an Innovative Drilling Fluid Additive and Its Associated Filtration Control Technology for Subsurface Temperature Management	\$31,500.00
Changyoon Jeong	LSU AgCenter	Developing Real-Time CO2 Gas Flux Measuring Chamber in the soil system	\$13,100.00
Frank Bastian	LSU AgCenter	Development of a Live Test for Chronic Wasting Disease in Ruminants	\$29,500.00
Ashok Aiyar & Alison Quayle	LSUHSC-NO	Generation of non-virally immortalized human female reproductive tract epithelial cell lines	\$48,530.00
Michael S. Lan	LSUHSC-NO	Targeted oncolytic virus for neuroendocrine tumor therapy and diagnostics	\$50,000.00
Sunyoung Kim	LSUHSC-NO	Second-generation diagnostics for infant disease	\$50,000.00
Kevin McCarthy	LSUHSC-S	Hydraulic Driven Cell Stretch Apparatus	\$28,500.00
			\$519,935.00

FY 2016-17 1st Quarter Consolidated Report on
Personnel Actions Not Requiring Board Approval
in accordance with the
Regulations of the Board of Supervisors

January 27, 2017

Informational Board Report: Personnel Actions Executed July 1, 2016 - September 30, 2016
Quarter 1

LSU
SABBATICAL LEAVE

Name	Supervisory Organization	Job Title	Effective Date	Last Day of Leave - Estimated	Current Base Pay	Transaction
Jori A Erdman	School of Architecture	Professor	8/15/2016	12/31/2016	123,373	Sabbatical Leave Academic Half AY
John J Costonis	Department of Student and Academic Affairs	Designated Professor	8/15/2016	12/31/2016	223,866	Sabbatical Leave Academic Half AY
Edward P Richards III	Department of Student and Academic Affairs	Designated Professor (RP)	7/1/2016	12/31/2016	181,037	Sabbatical Leave Half FY
Robert F O'Connell	Department of Physics and Astronomy	Boyd Professor	8/15/2016	12/14/2016	197,733	Sabbatical Leave Academic Half AY
Wei-Ling Song	School of Finance	Designated Professor	8/15/2016	12/31/2016	173,604	Sabbatical Leave Academic Half AY
William Lake Douglas	College of Art and Design	Associate Dean of Major Academic Area	7/1/2016	12/14/2016	97,603	Sabbatical Leave Half FY
Lynne Baggett	School of Art	Professor	8/15/2016	12/31/2016	72,000	Sabbatical Leave Academic Half AY
Robert W Peck	College of Music and Dramatic Arts	Professor	8/15/2016	12/16/2016	73,123	Sabbatical Leave Academic Half AY
Joe Skillen	College of Music and Dramatic Arts	Professor	8/15/2016	12/16/2016	81,641	Sabbatical Leave Academic Half AY
Kyle E Harms	Department of Biological Sciences	Professor	8/15/2016	12/16/2016	97,382	Sabbatical Leave Academic Half AY
George G Stanley	Department of Chemistry	Alumni Professor - University	8/15/2016	12/16/2016	135,340	Sabbatical Leave Academic Half AY
Rongying Jin	Department of Physics and Astronomy	Professor	8/15/2016	12/16/2016	108,318	Sabbatical Leave Academic Half AY
Yuri Antipov	Department of Mathematics	Professor	8/15/2016	12/16/2016	85,623	Sabbatical Leave Academic Half AY
Scott J Baldridge	Department of Mathematics	Professor	8/15/2016	12/16/2016	94,640	Sabbatical Leave Academic Half AY
Padmanabhan Sundar	Department of Mathematics	Professor	8/15/2016	12/16/2016	90,352	Sabbatical Leave Academic Half AY
Margaret DeFleur	Manship School of Mass Communication	Designated Professor	8/15/2016	12/16/2016	103,105	Sabbatical Leave Academic Half AY
Yongick Jeong	Manship School of Mass Communication	Designated Professor	8/15/2016	12/16/2016	69,283	Sabbatical Leave Academic Half AY
Ingmar Michael Schoegl	School of Mechanical and Industrial Engineering	Associate Professor	8/15/2016	12/16/2016	90,829	Sabbatical Leave Academic Half AY
David H Kirshner	School of Education	Director of Academic Area (AP)	8/15/2016	12/16/2016	84,869	Sabbatical Leave Academic Half AY
Yejun Wu	School of Library and Information Science	Associate Professor	8/15/2016	12/16/2016	63,492	Sabbatical Leave Academic Half AY
Stephanie H Grey	Communication Studies	Associate Professor	8/15/2016	12/16/2016	70,985	Sabbatical Leave Academic Half AY
Andrew Sluyter	School of Geography and Anthropology	Associate Professor	8/15/2016	12/16/2016	72,110	Sabbatical Leave Academic Half AY
Sarah Anna Becker	School of Sociology	Associate Professor	8/15/2016	12/16/2016	70,422	Sabbatical Leave Academic Half AY
Delbert Burkett	School of Philosophy and Religious Studies	Professor	8/15/2016	5/30/2017	40,598	Sabbatical Leave Academic Whole AY
Robin L McCarley	Department of Chemistry	Alumni Professor - University	8/15/2016	5/30/2017	79,499	Sabbatical Leave Academic Whole AY
Leslie G Butler	Department of Chemistry	Professor	8/15/2016	5/30/2017	52,503	Sabbatical Leave Academic Whole AY
Barbara L Dutrow	Department of Geology and Geophysics	Designated Professor	8/15/2016	5/30/2017	51,168	Sabbatical Leave Academic Whole AY
Jiandi Zhang	Department of Physics and Astronomy	Professor	8/15/2016	5/30/2017	52,532	Sabbatical Leave Academic Whole AY
Pallavi Dani	Department of Mathematics	Associate Professor	8/15/2016	5/30/2017	38,500	Sabbatical Leave Academic Whole AY

HONORIFICS*

Name	Supervisory Organization	Job Title	Effective Date	Academic Rank	Honorific Allowance	Transaction	Named Professorship
Al Burns	School of Marketing	Designated Professor	7/1/2016	Professor	\$0	Honorific	William A. Copeland Professorship in Business Administration
Alecia P Long	School of History	Associate Professor	8/15/2016	Associate Professor	\$0	Honorific	Paul W. & Nancy W. Murrill Distinguished Professorship
Alex Christopher Garn	School of Kinesiology	Designated Professor	8/15/2016	Associate Professor	\$0	Honorific	Karen Wax Schmitt and Family Endowed Professorship
Amy Lynn Luther	Department of Geology and Geophysics	Assistant Professor-Professional Practice	8/15/2016	Assistant Professor-Professional Practice	\$4,493.64	Honorific	Harrison Family Field Camp Distinguished Professorship #1
Andrea L Miller	Manship School of Mass Communication	Associate Dean of Major Academic Area	7/1/2016	Associate Dean Professor	\$3,000	Honorific	Huie-Dellmon Endowed Professorship
Andrew Schwarz	School of Information Systems and Decision Sciences	Designated Professor	7/1/2016	Associate Professor	\$20,000	Honorific	Daniel R. Brennan Memorial Professorship
Anne Grove	Department of Biological Sciences	Professor	8/15/2016	Professor	\$0	Honorific	Gregory Cannaday Burns Professorship
Areendam Chanda	School of Economics	Designated Professor	7/1/2016	Associate Professor	\$5,000	Honorific	Frederick E. "Rick" and Holly A. Wolfert Professorship in Business
Barbara L Dutrow	Department of Geology and Geophysics	Designated Professor	8/15/2016	Professor	\$2,969.40	Honorific	A. G. Gueymard Professorship
Bhuvnesh Bharti	Cain School of Chemical Engineering	Assistant Professor	8/15/2016	Assistant Professor	\$0	Honorific	Robert D. and Adele W. Anding Distinguished Professorship #4
Catherine Lee Cummins	ULS	Lab School Instructor	8/15/2016	Instructor	\$0	Honorific	Elena and Albert LeBlanc Professorship in the Laboratory School
Cynthia B Peterson	Department of Academic Affairs	Dean of Major Academic Area	8/15/2016	Dean Professor	\$0	Honorific	Seola Arnaud and Richard Vernon Edwards, Jr. Professorship
Damon PS Andrew	Department of Academic Affairs	Dean of Major Academic Area	7/1/2016	Dean Professor	\$4,000	Honorific	Dean E.B. "Ted" Robert Professorship in the College of Education
Dan H Rice	School of Marketing	Designated Professor	7/1/2016	Assistant Professor	\$8000	Honorific	Herbert Huey McElveen Professorship for Developing Scholars
Erin Kathryn Coyle	Manship School of Mass Communication	Designated Professor	7/1/2016	Assistant Professor	\$3,000	Honorific	Robert J. Peltier Professorship Fund
Faik A Koray	School of Economics	Designated Professor	7/1/2016	Professor	\$4,000	Honorific	F. Walker Lockett, Jr. Distinguished Professorship
Fang Yang	School of Economics	Assistant Professor	7/1/2016	Assistant Professor	\$5,000	Honorific	Marjory B. Ourso Excellence in Teaching Professorship #3
Frank M Andrews	School of Veterinary Clinical Sciences	Designated Professor (RP)	7/1/2016	Professor	\$0	Honorific	Marjory B. Ourso Excellence in Teaching Professorship #7
Frederick H Sheldon	Department of Biological Sciences	Professor	8/15/2016	Professor	\$0	Honorific	LVMA Equine Committee Professorship in Veterinary Medicine
Georgianna Tuuri	School of Nutrition and Food Science	Associate Professor	7/1/2016	Associate Professor	\$6,110	Honorific	George H. Lowery, Jr. Professorship
Gregory J Schufreider	College of Humanities and Social Sciences	Department Head/Chair	8/15/2016	Professor	\$0	Honorific	Ann Armstrong Peltier Professorship
Guoqiang Li	School of Mechanical and Industrial Engineering	Associate Vice President (AP)	8/15/2016	Associate Vice-President Professor	\$6,200	Honorific	Urmila Gopal Singhal Professorship in the Religions of India
H naci Mocan	School of Economics	Designated Professor	7/1/2016	Professor	\$40,800	Honorific	Major Morris S. and DeEtte A. Anderson Memorial Alumni Professor
Helmut Schneider	EJ Ourso College of Business	Associate Dean of Major Academic Area	7/1/2016	Associate Dean Professor	\$35,000	Honorific	Ourso Distinguished Chair in Economics
Hyojung Park	Manship School of Mass Communication	Assistant Professor	7/1/2016	Assistant Professor	\$3,000	Honorific	Ourso Family Distinguished Professorship of Information Sciences
Ipsita Gupta	Craft and Hawkins School of Petroleum Engineering	Assistant Professor	8/15/2016	Assistant Professor	\$0	Honorific	John H. Bateman Professorship
Isiah M Warner	Department of Academic Affairs	Vice President (AP)	8/15/2016	Professor	\$13,233	Honorific	Mr. and Mrs. Boyd H. McMullan Professorship
Jackie Moffitt	School of Accounting	Designated Professor	7/1/2016	Associate Professor	\$0	Honorific	Philip W. West Chair in Air Quality and Environmental Analytical Chemistry
Jacqueline Bach	School of Education	Director of Academic Area (AP)	7/1/2016	Associate Professor Director	\$0	Honorific	Francis L. Durand Professorship in Accounting
James V Remsen Jr.	Department of Biological Sciences	Designated Professor (RP)	8/15/2016	Professor	\$4,934	Honorific	Elena and Albert Leblanc Professorship in the College of Education #2
Jared James Llorens	Graduate Programs	Director of Academic Area (AP)	7/1/2016	Associate Professor Director	\$0	Honorific	John Stauffer McIlhenny Distinguished Professorship in Natural Sciences
Jianan Wu	School of Marketing	Designated Professor	7/1/2016	Associate Professor	\$0	Honorific	John W. Dupuy Endowed Professorship
Jinx Coleman Broussard		Distinguished Professor	7/1/2016	Professor	\$3,000	Honorific	Russell B. Long Professorship in the Public Administration Institute
John R Battista	Department of Biological Sciences	Designated Professor	8/15/2016	Professor	\$0	Honorific	Leslie and Dal Miller Professorship #1
John T Caprio	Department of Biological Sciences	Designated Professor	8/15/2016	Professor	\$0	Honorific	Bart R. Swanson Endowed Memorial Professorship
Joni Ancona Shreve	School of Information Systems and Decision Sciences	Instructor	7/1/2016	Senior Instructor	\$0	Honorific	Mary Lou Applewhite Professorship in Zoology
Joomyeong Kim	Department of Biological Sciences	Designated Professor	8/15/2016	Professor	\$4,829	Honorific	George C. Kent Endowed Professorship in Life Sciences #2
Joseph Francis	School of Comparative Biomedical Sciences	Professor	7/1/2016	Professor	\$0	Honorific	Donald Lindley and Ruby Phillips Developing Scholar Professorship #1
Joshua Darr	Manship School of Mass Communication	Assistant Professor	7/1/2016	Assistant Professor	\$2,500	Honorific	Russell A. Thompson, Jr. Family Distinguished Professorship
Joshua Grimm	Manship School of Mass Communication	Assistant Professor	7/1/2016	Assistant Professor	\$0	Honorific	Everett D. Besch Professorship in Veterinary Medicine
Judith Anne Garretson Folse	School of Marketing	Designated Professor	7/1/2016	Professor	\$2,000	Honorific	Scripps Howard Professorship in Media and Politics
Judith L Sylvester	Manship School of Mass Communication	Designated Professor	7/1/2016	Associate Professor	\$3,000	Honorific	Tom Jarreau Hardin Professorship
Kasey Farris Windels	Manship School of Mass Communication	Assistant Professor	7/1/2016	Assistant Professor	\$3,000	Honorific	V. Price Leblanc Developing Scholar Professorship in Marketing
Kathleen Searles	School of Political Science	Assistant Professor	7/1/2016	Assistant Professor	\$3,000	Honorific	Belo Professorship in Mass Communication
Keith A Sandiford	Department of English	Designated Professor	8/15/2016	Professor	\$5,000	Honorific	Darlene and Thomas O. Ryder Professorship #2
Kenneth J Schafer	Department of Physics and Astronomy	Designated Professor	8/15/2016	Professor	\$14,858	Honorific	William K. "Bill" Carville Professor of Communication and Political Empowerment
Kerry Shaun Sauley	School of Management	Designated Professor	7/1/2016	Senior Instructor	\$3,500	Honorific	Robert Penn Warren Distinguished Professorship
Kevin R Macaluso	School of Pathobiological Sciences	Professor	7/1/2016	Professor	\$0	Honorific	Ball Family Professorship in Physics and Astronomy #1 (Ball Prof. I)
Kristine Thompson	School of Art	Assistant Professor	8/15/2016	Assistant Professor	\$0	Honorific	J. Trigg and Bettye Baskin Wood Endowed Professorship
Kunlun Ding	Cain School of Chemical Engineering	Assistant Professor	8/15/2016	Assistant Professor	\$0	Honorific	Dr. Mary Louise Martin Professorship
Lance Porter	Manship School of Mass Communication	Designated Professor	7/1/2016	Associate Professor	\$3,000	Honorific	Dixon Smith Professorship Fund
Laura D Wiley	School of Accounting	Assistant Department Head/Assistant Chairman/Chief	7/1/2016	Instructor	\$8,000	Honorific	Robert D. and Adele W. Anding Distinguished Professorship #1
Laura Hensley Choate	School of Education	Professor	8/15/2016	Professor	\$2,000	Honorific	Marjory B. Ourso Excellence in Teaching Professorship #4

HONORIFICS*

Name	Supervisory Organization	Job Title	Effective Date	Academic Rank	Honorific Allowance	Transaction	Named Professorship
Lawrence J Smolinsky	Department of Mathematics	Designated Professor	8/15/2016	Professor	\$5,000.23	Honorific	Roy Paul Daniels Professorship in the College of Science #2
Leonard F Richardson	Department of Mathematics	Designated Professor	8/15/2016	Professor	\$4,615	Honorific	Herbert Huey McElveen Professorship in Mathematics
Loirie Elaine Gaschen	School of Veterinary Medicine	Associate Dean of Major Academic Area	7/1/2016	Associate Dean Professor	\$0	Honorific	Blanche Donaldson Professorship
Luigi Gaetano Marzilli	Department of Chemistry	Distinguished Professor	8/15/2016	Professor	\$0	Honorific	William White Tison Distinguished Professorship in Chemistry
Marcia E Newcomer	Department of Biological Sciences	Designated Professor	8/15/2016	Professor	\$8,650	Honorific	George C. Kent Endowed Professorship in Life Sciences #3
Margaret DeFleur	Manship School of Mass Communication	Designated Professor	7/1/2016	Professor	\$3,000	Honorific	Doris Westmoreland Darden Professorship #2
Maria da Vicente	Department of Chemistry	Designated Professor	8/15/2016	Professor	\$5,265	Honorific	Charles H. Barre' Endowed Professorship in Chemistry
Mark Andrew Batzer	Department of Biological Sciences	Boyd Professor	8/15/2016	Professor	\$13,500	Honorific	Dr. Mary Lou Applewhite Distinguished Professorship #1
Martin Johnson	Manship School of Mass Communication	Associate Dean of Major Academic Area	7/1/2016	Associate Dean Professor	\$3,000	Honorific	Thomas O. and Darlene Wood Ryder Distinguished Professorship
Mary J Brody	School of Geography and Anthropology	Professor	8/15/2016	Professor	\$5,000	Honorific	Doris Z. Stone Latin American Studies Distinguished Professorship
Meghan Shara Sanders	Manship School of Mass Communication	Associate Dean of Major Academic Area	7/1/2016	Associate Dean Associate Professor	\$3,000	Honorific	Doris Westmoreland Darden Professorship Douglas L. Manship, Sr. Professorship
Melinda A Solmon	College of Human Sciences and Education	Director of School Within A College	7/1/2016	Director Professor	\$0	Honorific	Roy Paul Daniels Professorship in Kinesiology
Michael A Malisoff	Department of Mathematics	Designated Professor	8/15/2016	Professor	\$4,612	Honorific	Roy Paul Daniels Professorship in the College of Science #3
Michael Benjamin Henderson	Manship School of Mass Communication	Assistant Professor - Research (RP)	7/1/2016	Assistant Professor Research	\$3,000	Honorific	Ken Kansas Professorship
Milen Yakimov	Department of Mathematics	Professor	8/15/2016	Professor	\$6,692.40	Honorific	Michael F. and Roberta Nesbit McDonald Professorship
Nancy N Rabalais	Oceanography and Coastal Sciences	Professor	8/15/2016	Professor	\$0	Honorific	Shell Endowed Chair in Oceanography and Wetland Studies
Neil Johannsen	School of Kinesiology	Assistant Professor	8/15/2016	Assistant Professor	\$0	Honorific	Robert H. and Patricia A. Hines Professorship
Neil Mathews	College of Human Sciences and Education	Director of School Within A College	7/1/2016	Director Professor	\$4,000	Honorific	Patrick and Edwidge Olinde Professorship
Ozkan Eren	School of Economics	Assistant Professor	7/1/2016	Assistant Professor	\$5,000	Honorific	Marjory B. Ourso Excellence in Teaching Professorship #6
Patricia A Suchy	Communication Studies	Associate Professor	8/15/2016	Associate Professor	\$0	Honorific	Jack and Mary Frances Hopkins Professorship in Communication Studies
Patrick M Gilmer	Department of Mathematics	Designated Professor	8/15/2016	Professor	\$2,569	Honorific	A. K. and Shirley Barton Professorship
Peter Doran	Department of Geology and Geophysics	Designated Professor	8/15/2016	Professor	\$26,000	Honorific	John Franks Endowed Chair in the Department of Geology and Geophysics #1
R Kelley Pace	School of Finance	Designated Professor	7/1/2016	Professor	\$5,000	Honorific	Charles Clifford Cameron Endowed Professorship of Finance #1 Charles Clifford Cameron Endowed Professorship of Finance #3
Rajesh P Narayanan	Department of Instruction and Management	Designated Professor	8/15/2016	Associate Professor	\$0	Honorific	Bank One/Chuck McCoy Distinguished Professorship in Finance #1
Raymond J Pingree	Manship School of Mass Communication	Assistant Professor	7/1/2016	Assistant Professor	\$0	Honorific	Darlene and Thomas O. Ryder Professorship #1
Reid Alan Bates	College of Human Sciences and Education	Director of Academic Area (AP)	8/15/2016	Director Professor	\$6,200	Honorific	Greater Houston Alumni Chapter Endowed Alumni Professorship
Renee M Casbergue	School of Education	Designated Professor	8/15/2016	Professor	\$0	Honorific	Vira Franklin and James R. Eagles Endowed Professorship
Robb Thomas Brumfield	College of Science	Designated Professor	8/15/2016	Professor	\$0	Honorific	Roy Paul Daniels Professorship in the College of Science #1
Robert E Hogan	School of Political Science	Professor	8/15/2016	Professor	\$5,000	Honorific	R. Downs Poindexter Endowed Professorship in Political Science
Ronald W Niedrich	Department of Instruction and Management	Department Head/Chair	7/1/2016	Academic Department Head Professor	\$0	Honorific	E. J. Ourso Professorship in Marketing Strategy
Samuel J Bentley Sr.	Department of Geology and Geophysics	Designated Professor	8/15/2016	Professor	\$12,494.73	Honorific	Billy and Ann Harrison Endowed Chair in Geology and Geophysics
Sanaz Sheila Aghazadeh	School of Accounting	Assistant Professor	7/1/2016	Assistant Professor	\$0	Honorific	KPMG Developing Scholar Professorship
Scott J Baldrige	Department of Mathematics	Professor	8/15/2016	Professor	\$3,501	Honorific	Loretta Cox Stuckey and Dr. James G. Traynham Distinguished Professorship
Sophie A Bart	Department of Geology and Geophysics	Designated Professor	8/15/2016	Associate Professor	\$9,000	Honorific	AASP Professorship in the Center for Excellence in Palynology (CENEX)
Steven C Hand	Department of Biological Sciences	Designated Professor	8/15/2016	Professor	\$0	Honorific	Ron and Mary Neal Distinguished Professorship #1 in Biological Sciences
Susan C Eades	School of Veterinary Clinical Sciences	Professor (RP)	7/1/2016	Professor	\$0	Honorific	Paula and Milton W. Shepard Professorship in Veterinary Medicine
Terry Michael Bricker	Department of Biological Sciences	Designated Professor	8/15/2016	Professor	\$0	Honorific	Moreland Family Distinguished Professorship
Thomas Gilmour Reeve	School of Kinesiology	Professor	8/15/2016	Professor	\$0	Honorific	Helen "Bessie" Pliner Professorship
Thomas Greckhamer	School of Management	Designated Professor	7/1/2016	Associate Professor	\$20,000	Honorific	Catherine M. Rucks University Professorship in Management
Timothy David Chandler	EJ Ourso College of Business	Associate Dean of Major Academic Area	7/1/2016	Associate Dean Professor	\$10,000	Honorific	Marjory B. Ourso Professorship and Associate Dean Marjory B. Ourso Professorship for Academic Excellence and Associate Dean #1
Tracey Ellen Rizzuto	School of Human Resource Education and Workforce Development	Associate Professor	8/15/2016	Associate Professor	\$0	Honorific	Mary Ethel Baxter Lipscomb Memorial Endowed Professorship
Trudy Lu Ritchie	School of Interior Design	Associate Professor	8/15/2016	Associate Professor	\$0	Honorific	Ruth Z. McCoy Professorship in Interior Design
Wei-Ling Song	School of Finance	Designated Professor	7/1/2016	Associate Professor	\$0	Honorific	Bank One/Chuck McCoy Distinguished Professorship in Finance #2
William C Black	School of Marketing	Distinguished Professor	7/1/2016	Professor	\$4,000	Honorific	Picadilly, Inc Business Partnership Professor
William D McMillin	School of Economics	Designated Professor	7/1/2016	Professor	\$5,000	Honorific	Marjory B. Ourso Excellence in Teaching Professorship #8
William Wischusen	Department of Biological Sciences	Associate Professor	8/15/2016	Associate Professor	\$0	Honorific	Ron and Dr. Mary Neal Geaux Teach Distinguished Professorship
Yongcheol Lee	Bert S. Turner School of Construction Management	Assistant Professor	8/15/2016	Assistant Professor	\$0	Honorific	Industrial Specialty Contractors, LLC Professorship in Construction Management
Yongick Jeong	Manship School of Mass Communication	Designated Professor	7/1/2016	Associate Professor	\$3,000	Honorific	Remal Das and Lachmi Devi Bhatia Memorial Professorship

* Honorific appointments did not convert from the HRS Legacy System into Workday. Therefore, all professorships and endowed chairs had to be loaded into WorkDay as of 7/1/2016. This list reflects both faculty receiving new awards and continuations of currently held professorships/endowed chairs. Moving forward, the Board Report will reflect a more accurate list of faculty members that are awarded a new professorship appointment. Additionally, Honorific Allowances that are equal to \$0 indicate that the honorific was awarded as support funds instead of as temporary salary, summer salary or a stipend.

LSU

PROMOTION AND TENURE

Name	Supervisory Organization	Job Title	Effective Date	Academic Rank	Tenure Status	Current Base Pay	Proposed Base Pay	Base Pay Percent		Base Pay Amount	
								Change	Change	Transaction	
Andrew Schwarz	School of Information Systems and Decision Sciences	Professor of Information Systems	8/15/2016	Associate Professor	Tenured	157,024	166,805	6.23	9,781	Promotion within Track	
Cynthia F Dicarlo	School of Education	Professor	8/15/2016	Professor	Tenured	64,575	70,658	9.42	6,083	Promotion within Track	
Dan H Rice	School of Marketing	Associate Professor	8/15/2016	Associate Professor	Tenured	117,935	125,152	6.12	7,217	Promotion within Track	
David Spivak	Department of Chemistry	Professor of Chemistry	8/15/2016	Professor	Tenured	81,676	88,443	8.29	6,767	Promotion within Track	
Eurico J D'Sa	Oceanography and Coastal Sciences	Professor	8/15/2016	Professor	Tenured	80,778	87,509	8.33	6,731	Promotion within Track	
Fang Yang	School of Economics	Associate Professor	8/15/2016	Associate Professor	Tenured	118,450	125,688	6.11	7,238	Promotion within Track	
Graham D Bodie	Communication Studies	Professor of Communication Studies	8/15/2016	Associate Professor	Tenured	73,861	80,315	8.74	6,454	Promotion within Track	
Hyojung Park	Manship School of Mass Communication	Associate Professor	8/15/2016	Associate Professor	Tenured	64,147	69,213	7.90	5,066	Promotion within Track	
Kasey Farris Windels	Manship School of Mass Communication	Associate Professor	8/15/2016	Associate Professor	Tenured	64,147	69,213	7.90	5,066	Promotion within Track	
Loretta L Pecchioni	College of Humanities and Social Sciences	Department Head/Chair	8/15/2016	Professor	Tenured	72,380	78,775	8.84	6,395	Promotion within Track	
Margaret-Mary Sulentic Dowell	School of Education	Professor	8/15/2016	Professor	Tenured	71,289	77,641	8.91	6,352	Promotion within Track	
Marwa Mohamed Hassan	Bert S. Turner School of Construction Management	Professor	8/15/2016	Professor	Tenured	90,038	97,140	7.89	7,102	Promotion within Track	
Nan D Walker	Oceanography and Coastal Sciences	Professor	8/15/2016	Professor	Tenured	85,677	92,604	8.09	6,927	Promotion within Track	
Ozkan Eren	School of Economics	Associate Professor	8/15/2016	Associate Professor	Tenured	118,450	125,688	6.11	7,238	Promotion within Track	
Pramod N Achar	Department of Mathematics	Professor of Mathematics	8/15/2016	Professor	Tenured	83,030	89,851	8.22	6,821	Promotion within Track	
Robert L Cook	Department of Chemistry	Professor of Chemistry	8/15/2016	Professor	Tenured	82,016	88,797	8.27	6,781	Promotion within Track	
Seung-Jong Park	School of Computer Science and Engineering	Professor of Electrical Engineering	8/15/2016	Professor	Tenured	116,548	120,319	7.31	3,771	Promotion within Track	
Shawn W Walker	Department of Mathematics	Associate Professor of Mathematics	8/15/2016	Associate Professor	Tenured	82,530	85,276	6.63	2,746	Promotion within Track	
Jennifer S. Davis	English	Associate Professor	8/15/2016	Associate Professor	Tenured	65,856	70,990	7.80	5,134	Promotion within Track	
Isiah Lavender III	English	Associate Professor	8/15/2016	Associate Professor	Tenured	66,138	71,284	7.78	5,146	Promotion within Track	
Martin Mihaylov Tzanov	Department of Physics and Astronomy	Associate Professor of Physics	8/15/2016	Associate Professor	Tenured	77,120	82,705	7.24	5,585	Promotion within Track	
Christopher K. Rovee	English	Associate Professor	8/15/2016	Associate Professor	Tenured	63,674	68,721	7.93	5,047	Promotion within Track	
Parampreet Singh	Department of Physics and Astronomy	Associate Professor of Physics	8/15/2016	Associate Professor	Tenured	83,186	89,013	7.00	5,827.00	Promotion within Track	
Lori L Martin	School of Sociology	Associate Professor	8/15/2016	Associate Professor	Tenured	-	-	-	0.00	Tenure	
Michael Paul Bibler	Department of English	Associate Professor	8/15/2016	Associate Professor	Tenured	-	-	-	0.00	Tenure	

Pennington Biomedical Research Center

Name	Effective Date	Job Title	Prev Effort	New Effort	Prev Salary	New Salary	Net Change	% Net Change	Net Change -		Transaction
									State Funds	Non-State Funds	
Apolzan, John	7/1/2016	Assistant Professor - Research 2	100%	100%	55,200	85,000	29,800	0.54	-	29,800	Faculty Promotion
Broyles, Stephanie	7/1/2016	Associate Professor - Research	100%	100%	88,400	140,000	51,600	0.58	-	51,600	Faculty Promotion
Elks, Carrie	7/1/2016	Assistant Professor - Research 2	100%	100%	65,000	80,000	15,000	0.23	-	15,000	Faculty Promotion
Hu, Gang	7/1/2016	Associate Professor - Research	100%	100%	81,120	130,000	48,880	0.60	-	48,880	Faculty Promotion
Newton, Robert	7/1/2016	Associate Professor - Rolling Tenure	100%	100%	90,000	155,000	65,000	0.72	-	65,000	Faculty Promotion
Salbaum, Michael	7/1/2016	Professor - Rolling Tenure	100%	100%	131,847	200,000	68,153	0.52	-	68,153	Faculty Promotion
Stadler, Krisztian	7/1/2016	Associate Professor - Research	100%	100%	88,400	100,000	11,600	0.13	-	11,600	Faculty Promotion
Chang, Ji Suk	7/1/2016	Assistant Professor - Tenure Track	100%	100%	78,000	98,000	20,000	0.26	-	20,000	Faculty Promotion
Gilmore, Anne	7/1/2016	Assistant Professor - Research 1	100%	100%	52,116	60,000	7,884	0.15	-	7,884	Faculty Promotion
Collier, Susan	7/1/2016	Assistant Professor - Research 1	100%	100%	47,500	55,000	7,500	0.16	-	7,500	Faculty Promotion

LSU at Shreveport

Name	Supervisory Organization	Job Title	Current FTE	Effective Date	Academic Track	Academic Rank	Current Base		Base Pay	Base Pay Amount	Change	Transaction
							Pay	Proposed Base Pay				
Douglas S Bible	LSUS Division of Academic Affairs	Dean of Major Academic Area	100	7/1/2016	Administrative	Dean	115,000	90,002	6.50	(24,998)	Change Job Details	
Stephanie E Frye	LSUS Nursing	Instructor - Part-Time	75	7/1/2016			27,784	37,050	0.33	9,266	Change Job Details	

LSU at Shreveport

Name	Supervisory Organization	Job Title	Current FTE	Effective Date	Academic Track	Academic Rank	Current Base		Base Pay	Base Pay Amount	Change	Transaction
							Pay	Proposed Base Pay				
Douglas A White	LSUS Department of Economics and Finance	Instructor - Visiting	100	8/15/2016	Adjunct	Adjunct Instructor	8,000	60,000	650	52,000	New Hire	
Dr. Nancy Albers Miller	LSUS Division of Academic Affairs	Dean of Major Academic Area	100	7/1/2016	Visiting	Visiting Instructor	-	-	-	-	New Hire	

LSU at Shreveport

Name	Supervisory Organization	Job Title	Current FTE	Effective Date	Academic Track	Academic Rank	Current Base		Base Pay	Base Pay Amount	Change	Transaction
							Pay	Proposed Base Pay				
Brent Lavallee	LSUS Athletics	Head Coach	100	8/9/2016			28,000	48,000	0.71	20,000	Promotion	
Brian A Salvatore	LSUS School of Mathematics and Sciences	Department Head/Chair	100	8/15/2016			-	-	-	-	Promotion	
James L Jackson	LSUS Information Technology Services - Administrative	Network Analyst	100	9/1/2016			40,000	52,000	0.30	12,000	Promotion	
Mesha R Small	LSUS Department of Financial Aid	Assistant Director of Student Aid	100	7/1/2016			14.9 (hourly)	44,500	0.44	13,508	Promotion	

LSU at Shreveport

Name	Supervisory Organization	Job Title	Current FTE	Effective Date	Academic Track	Academic Rank	Current Base		Base Pay	Base Pay Amount	Change	Transaction
							Pay	Proposed Base Pay				
Kyle R Blankenship	LSUS Athletics	Head Coach	100	9/1/2016			42,500	56,000	0	13,500	Contract Negotiation	
DeWynn Curtis Loyd	LSUS Athletics	Head Coach	100	8/22/2016			42,000	50,000	0	9,266	Contract Negotiation New hire	

LSU Health Sciences Center - New Orleans

Name	Effective Date	Job Title	Prev Effort	New Effort	Prev Salary	New Salary	Net Change	% Net Change	Net Change -		Transaction
									State Funds	Non-State Funds	
Gilpin, Nicholas W.	7/1/2016	ASSOCIATE PROFESSOR	100	100	110,656	110,656	N/A	N/A	N/A	N/A	DTA Tenure
Li, Xiao Ching	7/1/2016	ASSOCIATE PROFESSOR	100	100	110,854	110,854	N/A	N/A	N/A	N/A	DTA Tenure
Miller, Fern T.	7/1/2016	ASSOCIATE PROFESSOR	100	100	94,798	94,798	N/A	N/A	N/A	N/A	DTA Tenure
Parsons, Christopher H.	7/1/2016	PROFESSOR	100	100	139,776	139,776	N/A	N/A	N/A	N/A	DTA Tenure
Peacock, Lisa M.	7/1/2016	DEPARTMENT HEAD/CHAIRMAN	100	100	250,000	250,000	N/A	N/A	N/A	N/A	DTA Tenure
Phillippi Jr., Stephen W	7/1/2016	DIRECTOR OF ACADEMIC AREA	100	100	128,679	128,679	N/A	N/A	N/A	N/A	DTA Tenure
Sabey, Kent A.	7/1/2016	ASSOCIATE PROFESSOR	100	100	145,367	145,367	N/A	N/A	N/A	N/A	DTA Tenure

LSU Health Sciences Center - New Orleans

Name	Effective Date	Job Title	Prev Effort	New Effort	Prev Salary	New Salary	Net Change	% Net Change	Net Change -		Transaction
									State Funds	Non-State Funds	
Armbruster, Paul C	7/1/2016	DEPARTMENT HEAD/CHAIRMAN	100	100	163,000	163,000	N/A	N/A	N/A	N/A	PRO Promotion in Faculty Rank
Badeaux, Jennifer A	7/1/2016	ASSISTANT DIRECTOR OF MEDICAL	100	100	161,200	161,200	N/A	N/A	N/A	N/A	PRO Promotion in Faculty Rank
Cordell, Kitrina G.	7/1/2016	DEPARTMENT HEAD/CHAIRMAN	100	100	129,792	165,000	35,208	27	N/A	N/A	PRO Promotion-Unclass/Admin Duties
Lee, Brian D	7/25/2016	DEPARTMENT HEAD/CHAIRMAN	75	75	133,116	160,000	26,884	20	N/A	N/A	PRO Promotion-Unclass/Admin Duties
Neary, John P.	7/1/2016	DEPARTMENT HEAD/CHAIRMAN	100	100	208,000	250,000	42,000	20	N/A	N/A	PRO Promotion-Unclass/Admin Duties
Peacock, Lisa M.	7/1/2016	DEPARTMENT HEAD/CHAIRMAN	100	100	93,600	250,000	156,400	167	N/A	N/A	PRO Promotion-Unclass/Admin Duties

LSU Health Sciences Center - New Orleans

Name	Effective Date	Job Title	Prev Effort	New Effort	Prev Salary	New Salary	Net Change	% Net Change	Net Change - State Funds	Net Change - Non-State Funds	Transaction
Andrieu,Sandra C	7/1/2016	ASSOCIATE DEAN OF MAJOR ACADEM	100	100	176,468	186,468	10,000	6	N/A	N/A	PAY Pay Change Other
Fidel Jr.,Paul L	7/1/2016	ASSOCIATE DEAN OF MAJOR ACADEM	100	100	201,417	203,417	2,000	1	N/A	N/A	PAY Pay Change Other
Mc Keon,David L	7/1/2016	EXECUTIVE DIR NON ACADEMIC ARE	100	100	125,000	175,000	50,000	40	N/A	N/A	PAY Pay Change Other
Zaid,Waleed Y.	7/1/2016	ASSISTANT PROFESSOR	100	100	130,000	205,000	75,000	58	N/A	N/A	PAY Pay Change Other
Armbruster,Paul C	7/1/2016	DEPARTMENT HEAD/CHAIRMAN	100	100	163,000	182,560	19,560	12	N/A	N/A	PAY Sal Inc - Unclass or Acad Prom
Badeaux,Jennifer A	7/1/2016	ASSISTANT DIRECTOR OF MEDICAL	100	100	161,200	174,096	12,896	8	N/A	N/A	PAY Sal Inc - Unclass or Acad Prom
Manning,Jennifer Moody	7/1/2016	ASSOCIATE DEAN OF MAJOR ACADEM	100	100	140,000	151,200	11,200	8	N/A	N/A	PAY Sal Inc - Unclass or Acad Prom
McClugage,Samuel Gardner	7/1/2016	ASSOCIATE DEAN OF MAJOR ACADEM	100	100	242,360	263,891	21,531	9	N/A	N/A	PAY Sal Inc-Expan/Upgrade Duties

LSU Health Sciences Center - New Orleans

Name	Effective Date	Job Title	Prev Effort	New Effort	Prev Salary	New Salary	Net Change	% Net Change	Net Change - State Funds	Net Change - Non-State Funds	Transaction
Martin,Rosalynn	9/15/2016	DIRECTOR OF HUMAN RESOURCE MAN	N/A	100	N/A	160,000	160,000	100	N/A	N/A	HIR Appointment Unclassified
Srivastava,Rakesh K	9/1/2016	PROFESSOR - RESEARCH	N/A	100	N/A	180,000	180,000	100	N/A	N/A	HIR Appointment Unclassified
Xi,Yaguang	8/1/2016	PROFESSOR	N/A	100	N/A	200,000	200,000	100	N/A	N/A	HIR Appointment Unclassified
Lee,Brian D	7/25/2016	Kelly R. Stewart, MD, Chair of	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Initial Appointment
Peacock,Lisa M.	7/1/2016	Abe Mickal Chair of OB/GYN	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Initial Appointment
Xi,Yaguang	9/1/2016	Amgen Oncology Professorship	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Initial Appointment

LSU Health Sciences Center - New Orleans

Name	Effective Date	Job Title	Prev Effort	New Effort	Prev Salary	New Salary	Net Change	% Net Change	Net Change - State Funds	Net Change - Non-State Funds	Transaction
Brazda,Frederick	7/1/2016		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Emeritus
Leiva,Lily E	8/12/2016		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Emeritus
McCarthy,Henry	9/20/2016		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Emeritus
Shepherd,Raymond E	8/1/2016		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Emeritus
Vargas,Alfonso	8/1/2016		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Emeritus

LSU Health Sciences Center - Shreveport

Name	Effective Date	Job Title	Prev Effort	New Effort	Prev Salary	New Salary	Net Change	% Net Change	Net Change - State Funds	Net Change - Non-State Funds	Transaction
Gungor,Neslihan	7/1/2016	ASSOCIATE PROFESSOR	100	100	93,600	93,600	N/A	N/A	N/A	N/A	DTA Tenure
Hollister,Anne M	7/1/2016	ASSOCIATE PROFESSOR	100	100	141,061	141,061	N/A	N/A	N/A	N/A	DTA Tenure
Kamil,Jeremy P.	7/1/2016	ASSOCIATE PROFESSOR	100	100	109,744	109,744	N/A	N/A	N/A	N/A	DTA Tenure
Notarianni,Christina M.	7/1/2016	ASSOCIATE PROFESSOR	100	100	110,656	110,656	N/A	N/A	N/A	N/A	DTA Tenure
Olmstadt,William J.	7/1/2016	ASSOC DIR OF ACADEMIC AREA	100	100	95,000	95,000	N/A	N/A	N/A	N/A	DTA Tenure
Sun,Hong	7/1/2016	ASSOCIATE PROFESSOR	100	100	99,008	99,008	N/A	N/A	N/A	N/A	DTA Tenure

LSU Health Sciences Center - Shreveport

Name	Effective Date	Job Title	Prev Effort	New Effort	Prev Salary	New Salary	Net Change	% Net Change	Net Change - State Funds	Net Change - Non-State Funds	Transaction
Babin,Lisa S.	9/1/2016	EXECUTIVE DIR NON ACADEMIC ARE	N/A	100	N/A	150,000	150,000	100	N/A	N/A	HIR Appointment Unclassified

LSU Health Sciences Center - Shreveport

Name	Effective Date	Job Title	Prev Effort	New Effort	Prev Salary	New Salary	Net Change	% Net Change	Net Change - State Funds	Net Change - Non-State Funds	Transaction
Eggerstedt, Jane M	7/1/2016	VICE CHANCELLOR FOR ACADEMIC A	100	100	235,000	250,000	15,000	6	N/A	N/A	PRO Promotion-Unclass/Admin Duties

LSU Health Sciences Center - Shreveport

Name	Effective Date	Job Title	Prev Effort	New Effort	Prev Salary	New Salary	Net Change	% Net Change	Net Change - State Funds	Net Change - Non-State Funds	Transaction
Lewis, David F.	9/1/2016	DEPARTMENT HEAD/CHAIRMAN	N/A	100	N/A	200,000	200,000	100	N/A	N/A	REH Appt- Acad Rank Unclass
McCathran, Charles E.	9/1/2016	PROFESSOR - CLINICAL SPECIALIS	N/A	100	N/A	150,000	150,000	100	N/A	N/A	REH Appt- Acad Rank Unclass

LSU HCSD - LAKMC

Name	Effective Date	Job Title	Prev Effort	New Effort	Prev Salary	New Salary	Net Change	% Net Change	Net Change - State Funds	Net Change - Non-State Funds	Transaction
Saeed, Waddah M.	8/1/2016	PHYSICIAN	N/A	100	N/A	210,000	210,000	100	N/A	N/A	HIR Appointment Unclassified

**Report to LSU Board of Supervisors:
All Campuses Last 3 Years**

Capital Improvements Projects above \$175,000

Prepared December 16, 2016

2016-2017				
	AMOUNT APPROVED	FUNDS SOURCE	APPROVED BY	APPROVAL DATE
LSU A&M				
Alex Box Suite Level Toilet Addition	\$250,000	Auxiliary Funds	VP Layzell	12/18/16
Environmental Abatement of the East Stadium Dormitory	\$240,000	Auxiliary Funds	VP Layzell	09/28/16
Environmental Abatement of the South Stadium Dormitory	\$190,000	Auxiliary Funds	VP Layzell	09/28/16
Roof Replacement, Military Science Building	\$570,000	Other-Facility Use Fees	VP Layzell	10/17/16
School of Veterinary Medicine Library Renovations	\$725,000	Other- LSU School of Veterinary Medicine cash reser	VP Layzell	07/11/16
Student Health Center Phase I Fire Damage Renovations	\$480,750	Insurance Claim	VP Layzell	10/17/16
Student Health Center Phase I Fire Damage Renovations revised	\$580,000	Insurance Claim	Board of Regents	11/07/16
Tiger Stadium- Concession Power Enhancements	\$400,000	Auxiliary Funds	VP Layzell	12/13/16
Tiger Stadium- Field Power Enhancements	\$300,000	Auxiliary Funds	VP Layzell	12/13/16
Vet Med LADDL Classroom Addition (Build-Out)	\$180,000	Operational Funds	VP Layzell	10/19/16
Subtotal LSU A&M	\$2,785,750			
AgCenter				
Office Building Addition-Renovation Rice Research Station	\$400,000	Self-Generated Funds	VP Layzell	10/19/16
Subtotal AgCenter	\$400,000			
LSU Health New Orleans				
Medical Education Building 3rd Floor Conversion of AHU's 3D and 3C to Variable Air	\$490,000	Self- Generated Funds	VP Layzell	09/27/16
Dental School 3rd Floor Reception and Waiting Area Renovation	\$450,000	Self- Generated Funds	VP Layzell	10/25/16
MEB Mechanical Upgrade of Air Handling Units 6A-6D and Exhaust Systems	\$495,768	Self- Generated Funds	VP Layzell	10/25/16
Dental Clinic 8th Floor Oral Pathology Office and Laboratory Renovation	\$250,000	Self- Generated Funds	VP Layzell	10/25/16
Subtotal LSU Health New Orleans	\$1,685,768			
LSU Health Shreveport				
Medical School Educational Space Renovations	\$495,000	Wise Funding	VP Layzell	12/09/16
Subtotal LSU Health Shreveport	\$495,000			
LSU Eunice				
Acadian Center Renovation	\$225,000	Auxiliary Funds	VP Layzell	10/17/13
Subtotal LSU Eunice	\$225,000			
LSU Shreveport				
Student Success Center	\$372,500	Other- Student Success Center Fees	VP Layzell	09/27/16
Subtotal LSU Shreveport	\$372,500			

Report to LSU Board of Supervisors: Capital Improvements Projects above \$175,000
All Campuses Last 3 Years

Prepared December 16, 2016

TOTAL CAPITAL PROJECTS APPROVALS 2016-2017	\$2,683,268			
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Report to LSU Board of Supervisors: Capital Improvements Projects above \$175,000
All Campuses Last 3 Years

Prepared December 16, 2016

2015-2016				
	AMOUNT APPROVED	FUNDS SOURCE	APPROVED BY	APPROVAL DATE
LSU A&M				
Annex Bldg Renovations for PDC revised- Additional	\$83,000	University Moving	Pres. Alexander	10/27/15
Coates Hall Basement Reno	\$470,000	Operational	Pres. Alexander	08/11/15
Frey Computing Services Upgrade Fire Protection	\$800,000	Operational	Pres. Alexander	12/15/15
PMAC -West Mechanical Room- HVAC Replacement	\$913,000	Auxiliary	Pres. Alexander	11/09/15
Tiger Park Outfield Terrace	\$300,000	Auxiliary	Pres. Alexander	08/24/15
West Laville Annex Roof Replacement	\$221,900	Auxiliary	Pres. Alexander	11/09/15
Alex Box Stadium Concourse Waterproofing	\$407,500	Auxiliary	VP Layzell	04/28/16
Athletic Administration- Retrofit HVAC Controls	\$300,000	Auxiliary	VP Layzell	02/10/16
CAMD- Replace Cooling Tower	\$310,000	Operational	VP Layzell	12/15/15
Dub Robinson Stadium- Beach Volleyball Renovations	\$180,000	Auxiliary	VP Layzell	04/28/16
East Campus Apts. Bldgs. 13 & 14 Interior Painting, Flooring & Lighting	\$250,000	Auxiliary	VP Layzell	04/02/16
FETI Burn Building Addition	\$225,000	Auxiliary	VP Layzell	02/10/16
Howe Russell Geoscience Concourse Waterproofing	\$190,000	Auxiliary	VP Layzell	04/28/16
Natorium Repairs from Storm Damage 2015	\$400,000	Auxiliary	VP Layzell	03/08/16
PMAC Renovations to the Deumite Room	\$220,000	Auxiliary	VP Layzell	12/16/15
Renovation of Hatcher Hall for Printmaking	\$200,000	Operational	VP Layzell	12/15/15
Renovation of Hatcher Hall for Printmaking Reapproval	\$352,000	Operational	VP Layzell	05/25/16
Replacement of the Bridge over Ward 's Creek- Burden Center Rural Life Museum	\$270,000	Operational & Private Funds	VP Layzell	10/27/15
Replacement of the Bridge over Ward 's Creek- Burden Center Rural Life Museum revised- Additional	\$140,000	Operational	VP Layzell	12/16/15
Woodin Hall Exterior Ramp Improvement	\$220,000	Others	VP Layzell	05/05/16
Subtotal LSU A&M	\$6,452,400			
AgCenter				
Irrigation Water Well- North Farm Rice Research Station	\$300,000	Self Generated- Technology	Pres. Alexander	10/27/15
Multi-Purpose 4-H Educational Center	\$195,000	Self Generated	Pres. Alexander	07/17/15
Subtotal AgCenter	\$495,000			
LSU Health New Orleans				
Dental Clinic 3rd Floor Reception Area Renovation	\$487,000	Self Generated- Unrestricted	VP Layzell	12/15/15
Resource Building 2nd Floor Lobby Renovation	\$450,000	Self Generated- Unrestricted	VP Layzell	02/10/16
School of Nursing-Allied Health 3rd Floor Atrium & Elevator Lobby Renovation	\$400,000	Self Generated- Unrestricted	VP Layzell	12/15/15
SON-AH Auditorium B Renovation	\$487,000	Self Generated- Unrestricted	VP Layzell	01/12/16
Subtotal LSU Health New Orleans	\$1,824,000			
TOTAL CAPITAL PROJECTS APPROVALS 2015-2016	\$8,771,400			

**Report to LSU Board of Supervisors:
All Campuses Last 3 Years**

Capital Improvements Projects above \$175,000

Prepared December 16, 2016

2014-2015				
	AMOUNT APPROVED	FUNDS SOURCE	APPROVED BY	APPROVAL DATE
LSU A&M				
Allen Hall Elevator Replacement	\$450,000	Other- Facility Use Fee	Pres. Alexander	02/16/15
Annex Bldg. Renovations for Planning Design & Construction	\$350,000	Other	Pres. Alexander	05/12/15
Beauregard Hall Pentagon Barracks Staff Apts.	\$235,000	Auxiliary	Pres. Alexander	02/16/15
Business Complex Donor Signage	\$253,000	LSU Foundation, Deans Discretionary Funds	Pres. Alexander	08/13/14
E. Kirby Smith Replace Existing Chiller	\$250,000	Auxiliary Funds	Pres. Alexander	10/28/14
East & West Lavoie Waterproofing & Painting	\$200,000	Auxiliary	Pres. Alexander	03/16/15
East Campus Apartments Buildings 10, 11, 12 Flooring, Painting & Lights	\$310,000	Auxiliary	Pres. Alexander	01/15/15
East Campus Apartments- Replace Split Direct Expansion AC Equipment Buildings 5 - 14	\$490,000	Auxiliary Funds	Pres. Alexander	10/28/14
FETI Administration Building Roof Project	\$175,000	Operational	Pres. Alexander	11/06/14
FETI Administration Building Roof Project Reapproval	\$220,000	Operational	Pres. Alexander	02/02/15
Football Operations Practice Fields 2 & 4 Improvements	\$485,000	Auxiliary	Pres. Alexander	01/15/15
Geology Replace AHUs 3511 & 3512	\$260,000	Other- Facility Use Fee	Pres. Alexander	10/28/14
Highland Hall Basement Modifications	\$200,000	Auxiliary	Pres. Alexander	02/16/15
Jackson Hall- Pentagon Barracks- Roof Replacement	\$205,000	Auxiliary	Pres. Alexander	02/16/15
JC Miller Classroom Upgrades	\$200,000	Other-Restricted Plant	Pres. Alexander	07/16/14
Kirby Smith Dorm Renovations- 12th & 14th Floors	\$320,000	Auxiliary	Pres. Alexander	06/15/15
Kirby Smith Renovations- 11th Floor	\$200,000	Auxiliary	Pres. Alexander	04/17/15
LSU Vet School Boiler #1 Replacement	\$260,000	Other-Risk Management Insurance Claim	Pres. Alexander	10/13/14
McVoy Hall Roof Replacement	\$230,000	Auxiliary	Pres. Alexander	02/16/15
Old President's House Interior Reno Window & Door Replace. & Haz Mat	\$850,000	Auxiliary Funds	Pres. Alexander	11/06/14
Pentagon Barracks Waterproofing & Painting	\$190,000	Auxiliary	Pres. Alexander	02/16/15
Renovations for John P. Laborde Energy Law Center	\$750,000	Other- Plant Fund	Pres. Alexander	10/28/14
Renovations to Woodin Hall 203, 204, 248, 267, 269	\$225,000	Other	Pres. Alexander	05/12/15
Roof & Window Replacement for Studio Arts Buildings 29 & 31	\$390,000	Operational	Pres. Alexander	04/30/15
School of Vet Med- Replace AHU 4 & 8	\$350,000	Operational	Pres. Alexander	03/26/15
Soccer Game & Practice Field Improvements	\$490,000	Auxiliary	Pres. Alexander	03/16/15
SVM- Office Renovation Rm 1847	\$208,000	Self Generated	Pres. Alexander	06/18/15
David Boyd Hall- Exterior Repairs- Stucco Repairs	\$450,000	Other-Student Use Fee	Asst. VP Mahaffey	07/16/14
Subtotal LSU A&M	\$9,196,000			
AgCenter				
Building Repairs & Metal Roof-Siding Replace Rice Res Station	\$400,000	Technology	Pres. Alexander	02/24/15
New Rice Mill Facility	\$495,000	Technology	Pres. Alexander	06/26/15
Subtotal AgCenter	\$895,000			

Report to LSU Board of Supervisors: Capital Improvements Projects above \$175,000
All Campuses Last 3 Years

Prepared December 16, 2016

2014-2015				
	AMOUNT APPROVED	FUNDS SOURCE	APPROVED BY	APPROVAL DATE
LSU Health New Orleans				
Dental Clinic 4th Floor Reception Area	\$450,000	Self Generated	Pres. Alexander	06/15/15
School of Nursing 1st Floor Lobby Renovation	\$485,000	Restricted, Self Generated	Asst. VP Mahaffey	07/23/14
Subtotal LSU Health New Orleans	\$935,000			
LSU Health Shreveport				
Biochemistry Lab Reno	\$450,000	Self Generated	Pres. Alexander	02/24/15
Subtotal LSU Health Shreveport	\$450,000			
LSU Eunice				
Health & Physical Education Building Roof	\$626,940	Other- Loan from LSU A&M	Pres. Alexander	08/13/14
Subtotal LSU Eunice	\$626,940			
TOTAL CAPITAL PROJECTS APPROVALS 2014-2015	\$12,102,940			

Report to LSU Board of Supervisors: Capital Improvements Projects above \$175,000
All Campuses Last 3 Years

Prepared December 16, 2016

2013-2014				
	AMOUNT APPROVED	FUNDS SOURCE	APPROVED BY	APPROVAL DATE
LSU A&M				
Arts Building Tile Roof Replacement	\$205,000	Restricted	Pres. Alexander	02/27/14
Beauregard Hall Tile Roof Replacement	\$205,000	Auxiliary	Pres. Alexander	02/27/14
Beauregard- Remove Wardrobes- Paint and Replace Flooring	\$260,000	Auxiliary- Self Generated from Residential Life	Pres. Alexander	03/19/14
East Campus Apartments Bldgs 7-8-9 Flooring Painting Lights revised	\$310,000	Auxiliary- Self Generated from Residential Life	Pres. Alexander	04/02/14
East Campus Gutter Project	\$250,000	Auxiliary	Pres. Alexander	02/25/14
Grandstand Canopy Bird Control at Alex Box	\$275,000	Auxiliary	Pres. Alexander	12/04/13
Grandstand Canopy Bird Control at Alex Box Stadium Reapproval	\$363,000	Auxiliary	Pres. Alexander	05/14/14
Human Ecology Roof Replacement	\$459,072	Restricted	Pres. Alexander	02/27/14
Kirby Smith Waterproofing	\$350,000	Auxiliary	Pres. Alexander	02/27/14
Laboratory High School Football Field Relighting	\$177,093	Operational	Pres. Alexander	07/02/13
Louse Garig Hall Roof Replacement Reapproval	\$255,000	Auxiliary	Pres. Alexander	08/21/13
Renovation of the Union Gallery	\$225,000	Auxiliary	Pres. Alexander	08/21/13
Temporary Gym Floor and Office for the Student Recreational Center	\$200,000	Auxiliary- Self Generated from Urec	Pres. Alexander	03/19/14
JC Miller Built-Up Roof Replacement	\$190,300	Restricted, Student Use Fee	Asst. VP Mahaffey	04/03/14
University Laboratory School Cub Complex- Baseball Field Synthetic Turf 2014	\$325,000	Auxiliary	Asst. VP Mahaffey	06/19/14
U-High Cub Complex Bleacher Improvements	\$350,000	Operational	Chancellor Kuhn	12/06/13
Subtotal LSU A&M	\$4,399,465			
AgCenter				
Greenhouse Reconstruction 2 Burden Center Reapproval	\$300,000	FEMA & Self Generated	Asst. VP Mahaffey	02/14/14
Subtotal AgCenter	\$300,000			
LSU Health New Orleans				
Dental School Parking Lot Repairs	\$350,000	Restricted, Self Generated	Pres. Alexander	12/06/13
MEB Mechanical Upgrade of AHU 5A & Exhaust System 3E	\$485,000	Restricted, Self Generated	Pres. Alexander	08/21/13
Roman Street Garage Elevator Lobby and Police Station Renovation	\$200,000	Restricted, Self Generated	Pres. Alexander	04/02/14
Subtotal LSU Health New Orleans	\$1,035,000			
TOTAL CAPITAL PROJECTS APPROVALS 2013-2014	\$5,734,465			

Report to LSU Board of Supervisors: Design Contracts
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2016-2017						
	Designer Fee	Reimbursables or other fees	Revised Designer Fee	Designer	Approved by	Approval Date
LSU A&M						
Alex Box 3rd Floor Kitchen HVAC	\$11,484			Henry C. Eyre, Jr., PE, Inc.	Asst. VP Mahaffey	12/09/16
Alex Box Suite Level Toilet Addition, HVAC at Concourse Toilets, Film Editing at Players Lounge	\$44,624	\$4,200		GraceHebert Architects	Asst. VP Mahaffey	10/17/16
AP Tureaud Sr. Hall Stucco Repairs and Roof Replacement	\$33,568	\$1,000		GD Architecture, LLC	Asst. VP Mahaffey	09/06/16
Beach Volleyball Renovations	\$25,184	\$2,000		Holly & Smith Architects, APAC	Asst. VP Mahaffey	09/15/16
Chilled Water Investigation	\$88,937			Atkins North America, Inc.	Asst. VP Mahaffey	11/22/16
College of Arts & Design Master Plan Study	\$38,500	\$1,000		Eskew+Dumez+Ripple	Asst. VP Mahaffey	09/08/16
Foster Hall Basement Renovation	\$34,211	actual cost		Tipton Associates APAC	Asst. VP Mahaffey	08/18/16
Hill Memorial Library Roof Replacement	\$39,543			Neal Johnson, LLC	Asst. VP Mahaffey	09/15/16
Himes Hall 1st Floor Restroom Renovation	\$14,903	\$1,500		GD Architecture, LLC	Asst. VP Mahaffey	09/15/16
Howe Russell E313	\$13,925	\$1,000		Holly & Smith Architects, APAC	Asst. VP Mahaffey	09/06/16
Libraries Road Map & Master Plan Revision & Program New Library reapproved	\$44,000		\$49,480	McMillan Pazdan Smith	Asst. VP Mahaffey	09/26/16
Prescott Hall 1st Floor Restroom Renovation	\$14,435	\$1,500		GD Architecture, LLC	Asst. VP Mahaffey	10/13/16
Renewable Natural Resources Roof Replacement	\$40,402	\$1,000		Tipton Associates APAC	Asst. VP Mahaffey	09/23/16
Steam Piping Distribution Branch System Replacement	\$42,950			Moses Engineers	Asst. VP Mahaffey	11/21/16
Student Health Center Fire Damage Repair Renovations	\$105,173	\$7,500		Remson Haley Herpin Architects	Asst. VP Mahaffey	09/20/16
Tiger Stadium East Renovations for Concessions	\$43,020	\$2,500		Holly & Smith Architects, APAC	Asst. VP Mahaffey	09/06/16
Tiger Stadium Field Power Enhancements	\$26,181	\$1,500		Ritter Mayer Architects	Asst. VP Mahaffey	12/08/16
Subtotal LSU A&M	\$661,040	\$24,700	\$49,480			
AgCenter						
Rice Research Station Office Building Addition	\$36,432	\$4,000		GD Architecture, LLC	Asst. VP Mahaffey	09/14/16
Subtotal AgCenter	\$36,432	\$4,000	\$0			
HSC-Shreveport						
Medical School Educational Space Renovations	\$55,465			Prevot Design Services, APAC	Asst. VP Mahaffey	12/02/16
Subtotal HSC-New Orleans	\$55,465					
LSU Eunice						
Roof Replacement Health & Technology Building	\$40,840			The Sellers Group	Asst. VP Mahaffey	12/09/16
Subtotal LSU at Eunice	\$40,840	\$0	\$0			
LSU Shreveport						
Student Success Center	\$41,540			Prevot Design Services, APAC	Asst. VP Mahaffey	10/11/16
Subtotal LSU Shreveport	\$41,540	\$0	\$0			
Total All Campuses 2016-2017	\$835,317	\$28,700	\$49,480			

**Report to LSU Board of Supervisors: Design Contracts
All Campuses Last 3 Years**

Prepared December 16, 2016

2015-2016						
	Designer Fee	Reimbursables or other fees	Revised Designer Fee	Designer	Approved by	Approval Date
LSU A&M						
Bernie Moore Track Team Cover	\$28,824		\$28,824	Ritter Maher Architects, LLC	Asst. VP Mahaffey	05/12/16
College of Science Phase II Programming	\$41,700		\$41,700	Holly & Smith Architects, APAC	Asst. VP Mahaffey	04/21/16
Comprehensive and Strategic Master Plan	\$2,870,000		\$2,870,000	NBBJ	Asst. VP Mahaffey	01/13/16
East Stadium Dorm Environmental Abatement	\$20,565	\$25,475	\$46,040	Raynor Consulting Group, LLC	Asst. VP Mahaffey	05/11/16
Emergency Roof Repairs Natatorium	\$33,833		\$33,833	Tipton Associates APAC	Asst. VP Mahaffey	08/14/15
Grace King and Louise Garig	\$48,065		\$48,065	Bani, Carville & Brown, LLC	Asst. VP Mahaffey	03/09/16
LADDL Classroom Addition	\$11,158	\$1,000	\$12,158	Foil Wyatt Architects & Planners	Asst. VP Mahaffey	02/20/16
PMAC Women's Basketball- Squad Room Renovation	\$20,855		\$20,855	GraceHebert Architects	Asst. VP Mahaffey	12/10/15
Renovation of Memorial Tower and Veterans & Military Student Center	\$24,500		\$24,500	Jerry M. Campbell & Associates, APAC	Asst. VP Mahaffey	12/01/15
Renovations at Middleton Library for Access Services	\$13,745	\$2,000	\$15,745	Remson Haley Herpin Architects	Asst. VP Mahaffey	12/10/15
Renovations at Middleton Library for Access Services	\$13,745	\$2,000	\$15,745	Remson Haley Herpin Architects	Asst. VP Mahaffey	02/04/16
South Stadium Dorm Environmental Abatement	\$13,925	\$17,895	\$31,820	Raynor Consulting Group, LLC	Asst. VP Mahaffey	05/11/16
Student Health Fire Damage Repair Renovation	\$57,137	\$75,000	\$132,137	Remson Haley Herpin Architects	Asst. VP Mahaffey	06/23/16
SVM Classroom	\$15,000		\$15,000	Foil Wyatt Architects & Planners	Asst. VP Mahaffey	02/11/16
Tiger Stadium Concession Power Upgrades	\$43,030	\$2,500	\$45,530	Holly & Smith Architects, APAC	Asst. VP Mahaffey	06/01/16
Tiger Stadium Fire Marshal Coordination Services	\$11,505		\$11,505	Ritter Maher Architects, LLC	Asst. VP Mahaffey	08/10/15
Vet School Equine Recovery Renovations	\$23,083	\$1,000	\$24,083	Tipton Associates APAC	Asst. VP Mahaffey	04/08/16
Subtotal LSU A&M	\$3,290,670	\$126,870	\$3,417,540			
AgCenter						
Burden Gardens & Museum Entrance Road	\$31,217	\$10,300	\$41,517	Monroe & Corie, Inc.	Asst. VP Mahaffey	03/31/16
Food Incubator Warehouse Renovation	\$49,500	\$495	\$49,995	Bailey & Associates	Asst. VP Mahaffey	02/08/16
Subtotal AgCenter	\$80,717	\$10,795	\$91,512			
Total All Campuses 2015-2016	\$3,371,387	\$137,665	\$3,509,052			

**Report to LSU Board of Supervisors: Design Contracts
All Campuses Last 3 Years**

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2014-2015						
	Designer Fee	Reimbursables or other fees	Revised Designer Fee	Designer	Approved by	Approval Date
LSU A&M						
Athletic Building Receptionist Desk Mail Room Reno	\$17,119	\$1,250		GD Architecture, LLC	Asst. VP Mahaffey	11/04/14
Audubon Sugar Factory Code Review	\$12,500			URS Architecture	Asst. VP Mahaffey	10/20/14
Coates Hall	\$54,361			Holly & Smith Architects, APAC	Asst. VP Mahaffey	01/26/15
College of Science Programming Baton Rouge Campus	\$194,450			Holly & Smith Architects, APAC	Asst. VP Mahaffey	03/31/15
Demolition of Former Coastal Studies Building and Hemophilia Lab	\$10,737	\$9,250		Raynor Consulting Group, LLC	Asst. VP Mahaffey	04/01/15
Department Relocation Renovation	\$34,888			Tipton Associates APAC	Asst. VP Mahaffey	05/05/15
FETI Laundry Facility & Site Improvements	\$11,036			Mazzetti	Asst. VP Mahaffey	10/20/14
Gateway Revisions	\$33,800	\$1,500		GraceHebert Architects	Asst. VP Mahaffey	07/28/14
Hatcher Hall Lobby Renovation Change of Scope	\$47,985	\$1,500	\$54,020	GD Architecture, LLC	Asst. VP Mahaffey	07/15/14
Himes Hall Stucco Repairs	\$51,617			Jerry M. Campbell & Associates, APAC	Asst. VP Mahaffey	04/10/15
Huey P. Long Programming Update- Reapproval	\$43,380	\$1,500	\$54,380	Tipton Associates APAC	Asst. VP Mahaffey	07/17/14
JMZ Space student Proposal	\$236,920	\$27,338		JMZ Architects and Planners, P.C.	Asst. VP Mahaffey	11/25/14
Lockett Hall- Allen Hall & EB Doran AHU Replacement	\$28,000			IMC Consulting Engineers	Asst. VP Mahaffey	07/10/14
Master Plan Infrastructure update	\$446,412			Atkins North America, Inc.	Asst. VP Mahaffey	03/06/15
New HVAC at Dodson Hall	\$53,086			Jerry M. Campbell & Associates, APAC	Asst. VP Mahaffey	04/10/15
Replacement of HVAC PMAC	\$76,938	\$1,000		Henry C. Eyre, Jr. PE, Inc.	Asst. VP Mahaffey	06/03/15
Studio Arts Building Re-Roofing Bldg 29 & 31	\$33,029			Holly & Smith Architects, APAC	Asst. VP Mahaffey	10/31/14
Tiger Stadium West Side Egress	\$20,000	\$10,000		Forte & Tablada	Asst. VP Mahaffey	10/20/14
Tiger Stadium West Side Lower Measurements & Fire Marshal Compliance Consulting	\$20,000	\$10,000		Forte & Tablada	Asst. VP Mahaffey	10/07/14
Vet Med- Office Renovation	\$35,144			GD Architecture, LLC	Asst. VP Mahaffey	07/28/14
Vet Med Small Animal Clinic Emergency & Primary Care	\$47,564	\$1,000		Foil Wyatt Architects & Planners	Asst. VP Mahaffey	09/17/14
Vet School Boiler #1 Replacement	\$17,192	\$500	\$26,516	Assaf, Simoneaux, Tauzin & Associates, Inc.	Asst. VP Mahaffey	11/13/14
Subtotal LSU A&M	\$1,526,158	\$64,838	\$134,916			
AgCenter						
Evaluate Plate Evaporation System at Audubon Sugar Institute	\$38,000			American Ingenuity	Asst. VP Mahaffey	02/06/15
Food Innovation Center	\$10,000	\$8,000		Bailey & Associates	Asst. VP Mahaffey	05/11/15
Food Innovation Center	\$19,500	\$500		Bailey & Associates	Asst. VP Mahaffey	08/27/14
Valley Reign Rice Mill	\$45,162	\$2,322		GD Architecture, LLC	Asst. VP Mahaffey	05/28/15
Subtotal AgCenter	\$112,662	\$10,822	\$0			
Total All Campuses 2014-2015	\$1,638,820	\$75,660	\$134,916			

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2013-2014						
	Designer Fee	Reimbursables or other fees	Revised Designer Fee	Designer	Approved by	Approval Date
LSU A&M						
Alex Box Stadium Grandstand Canopy Bird Control System- Misc. Items	\$27,179			GraceHebert Architects	Asst. VP Mahaffey	10/21/13
Allen Hall Building Elevator Installation	\$52,444	\$7,500		Remson Haley Herpin Architects	Asst. VP Mahaffey	02/12/14
Choppin Hall-Williams Emergency Power Modifications	\$12,821	\$500		Assaf, Simoneaux, Tauzin & Associates, Inc.	Asst. VP Mahaffey	12/13/13
Dalrymple Drive Roundabout Reapproval	\$52,140	\$11,600	\$61,095	CSRS	Asst. VP Mahaffey	04/10/14
Department Relocation	\$20,000			Tipton Associates APAC	Asst. VP Mahaffey	04/10/14
Design Building Skylight	\$44,474	\$400		Bani, Carville & Brown, LLC	Asst. VP Mahaffey	06/10/14
Duemite Room Renovations	\$11,407			GraceHebert Architects	Asst. VP Mahaffey	04/09/14
Engineering Shops HVAC Replacement	\$36,276			IMC Consulting Engineers	Asst. VP Mahaffey	03/27/14
Faculty Club Hotel Guestroom Renovation	\$49,280			Coleman Partners Architects, LLC	Asst. VP Mahaffey	07/10/13
Faculty Club Renovation, Furniture, Fixtures & Equipment	\$17,000			Coleman Partners Architects, LLC	Asst. VP Mahaffey	08/09/13
Firemen Training Center New laundry Building	\$14,400			GD Architecture, LLC	Asst. VP Mahaffey	01/28/14
Geology Field Camp- 3 projects	\$13,500	\$800		CRP Architects	Asst. VP Mahaffey	01/10/14
Greenhouse Program	\$25,385	\$1,500		GD Architecture, LLC	Asst. VP Mahaffey	05/08/14
Library Master Planning and Feasibility Study Services	\$44,000			McMillan Pazdan Smith	Asst. VP Mahaffey	10/08/13
Nicholson Hall Window and Door Replacement	\$48,627	\$7,500		Watts Didier Architects, LLC	Asst. VP Mahaffey	02/18/14
Parking Study Update	\$38,400	\$5,000		Walker Parking Consultants	Asst. VP Mahaffey	02/03/14
Parking Study Update- Revised Scope	\$38,400	\$5,000	\$44,400	Walker Parking Consultants	Asst. VP Mahaffey	03/13/14
School of Veterinary Medicine Facility Planning and Programming	\$17,477			Foil Wyatt Architects & Planners	Asst. VP Mahaffey	05/05/14
Small Animal Clinic Admissions Asbestos Removal added to existing project	\$4,342			Foil Wyatt Architects & Planners	Asst. VP Mahaffey	04/10/14
Stucco Repair LSU Campus Main Quad	\$48,625			Jerry M. Campbell & Associates, APAC	Asst. VP Mahaffey	02/26/14
Temporary Gym Floor and Office Relocation	\$19,676			GraceHebert Architects	Asst. VP Mahaffey	01/31/14
U-High Bleacher & Press Box Addition	\$34,002	\$3,000	\$39,291	Lionel F. Bailey, AIA	Asst. VP Mahaffey	06/02/14
U-High Football Field Re-Lighting AST 13-06-5 Revised Scope Fee Proposal	\$20,800			Assaf, Simoneaux, Tauzin & Associates, Inc.	Asst. VP Mahaffey	07/01/13
Vet School Primary Care Clinic Modular Building Study	\$17,770			Crump Wilson Architects	Asst. VP Mahaffey	10/31/13
Burden- Visitors Center and Outreach Facility Program Completion Renderings	\$19,750			GD Architecture, LLC	Asst. VP Mahaffey	02/13/14
Tree House at Woodland Garden Schematic Design Burden Center	\$17,200	\$1,300		Washer Hill Lipscomb Cabaniss Architecture,	Asst. VP Mahaffey	01/03/14
Warehouse for Food Incubator	\$19,750			Futch Design Associates	Asst. VP Mahaffey	01/10/14
Subtotal LSU A&M	\$765,125	\$44,100	\$144,786			
Total All Campuses 2013-2014	\$765,125	\$44,100	\$144,786			

Report to LSU Board of Supervisors: Design Contracts
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(Contracts are with the State of Louisiana)						
2016-2017						
	Contract Amount	Reimbursables or other fees	Revised Contract Amount	Designer	Approved by	Contract Date
LSU A&M						
Facility Upgrades, Carl Maddox Field House	\$270,302			Holden Architects APC	Designer Selected by Architect Selection Board	09/22/16
Renovation Dub Robinson Tennis Stadium	\$163,589			BCB Architects, LLC	Designer Selected by Architect Selection Board	09/22/16
Roof Replacement Natatorium Building	\$110,433			Ritter Maher Architects, LLC	Designer Selected by Architect Selection Board	09/22/16
Refurbishment of Library, LSU School of Veterinary Medicine	\$76,086			Chenevert Architects	Designer Selected by Architect Selection Board	09/22/16
Roof Replacement, Military Science Building	\$53,414			Jerry M. Campbell & Associates, APAC	Designer Selected by Architect Selection Board	09/22/16
Subtotal LSU A&M	\$673,824	\$0	\$0			
HSC-New Orleans						
Repurposing Interim Hospital	\$2,617,709				Designer Selected by Architect Selection Board	11/29/16
Subtotal HSC-New Orleans	\$2,617,709	\$0	\$0			
LSU Health Shreveport						
Replacement of Cooling Towers, D-Building Medical School Power Plant	\$163,540			John J. Guth Associates, Inc.	Designer Selected by Engineer Selection Board	09/15/16
Subtotal LSU Health Shreveport	\$163,540	\$0	\$0			
LSU Alexandria						
Fire Sprinkler System Evaluation and Repair Mulder Hall	\$22,622			John J. Guth Associates, Inc.	Designer Selected by Architect Selection Board	10/14/16
Subtotal LSUA	\$22,622	\$0	\$0			
Total All Campuses 2016-2017	\$3,477,695	\$0	\$0			

Report to LSU Board of Supervisors: Design Contracts
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(Contracts are with the State of Louisiana)

2015-2016

	Contract Amount	Reimbursables or other fees	Revised Contract Amount	Designer	Approved by	Contract Date
LSU A&M						
Fire Suppression System, LSU Frey Computer Center	\$75,676		\$0	Assaf, Simoneaux, Tauzin & Associates, Inc.	Designer Selected by Engineer Selection Board	01/07/16
Subtotal LSU A&M	\$75,676	\$0	\$0			
LSU Health Shreveport						
Roof Replacements and Elevator Modernization Multiple Buildings	\$307,044			Newman Marchive Carlisle Inc.	Designer Selected by Architect Selection Board	10/07/15
Subtotal LSU Health Shreveport	\$307,044	\$0	\$0			
Total All Campuses 2015-2016	\$382,720	\$0	\$0			

**Report to LSU Board of Supervisors: Design Contracts
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Prepared December 16, 2016

(Contracts are with the State of Louisiana)

2014-2015						
	Contract Amount	Reimbursables or other fees	Revised Contract Amount	Designer	Approved by	Contract Date
LSU A&M						
Asbestos Abatement, Ceilings & Lighting Law Center Library	\$109,222			AIMS Group, Inc.	Designer Selected by Architect Selection Board	12/10/14
Family Housing Complex	\$121,278			Remson Haley Herpin Architects + Treanor	Designer Selected by Architect Selection Board	12/02/14
Laborde Energy Law Center Renovation	\$46,146			Tipton Associates APAC	Designer Selected by Architect Selection Board	10/23/14
New Linear Accelerator Vault, School of Veterinary Medicine	\$155,332		\$162,232	Washer Hill Lipscomb Cabaniss Architecture,	Designer Selected by Architect Selection Board	10/23/14
Nicholson Gateway Infrastructure and Parking Facility	\$1,510,389		\$1,553,364	Remson Haley Herpin Architects	Designer Selected by Architect Selection Board	12/02/14
Old President's House	\$49,712			Pascal Architects, LLC	Designer Selected by Architect Selection Board	10/23/14
Replacement of HVAC, Pete Maravich Assembly Center	\$76,938			Henry C. Eyre, Jr. PE, Inc.	Designer Selected by Engineer Selection Board	03/25/15
Subtotal LSU A&M	\$2,069,017	\$0	\$1,715,596			
LSU Eunice						
Roof Replacement Health and Physical Education Building	\$40,596			The Sellers Group	Designer Selected by Architect Selection Board	10/23/14
Subtotal LSU Eunice	\$40,596	\$0	\$0			
Pennington Biomedical Research Center						
Roof Replacement Administrative Building B and Laboratory Building C	\$70,018		\$72,834	Post Architects, LLC	Designer Selected by Architect Selection Board	03/18/15
Subtotal Pennington Biomedical Research Center	\$70,018	\$0	\$72,834			
Total All Campuses 2014-2015	\$2,179,631	\$0	\$1,788,430			

**Report to LSU Board of Supervisors: Design Contracts
All Campuses Last 3 Years**

Prepared December 16, 2016

(Contracts are with the State of Louisiana)

2013-2014

	Contract Amount	Reimbursables or other fees	Revised Contract Amount	Designer	Approved by	Contract Date
LSU A&M						
Choppin Hall Annex, Fifth Floor Build-Out	\$423,511			Bradley Blewster & Associates in Association	Designer Selected by Architect Selection Board	11/20/13
Evangeline Hall Renovation	\$137,544		\$1,026,496	Chenevert Architects	Designer Selected by Architect Selection Board	07/30/13
New Greek House	\$373,993		\$391,118	Post Architects, LLC	Designer Selected by Architect Selection Board	11/20/13
Patrick Taylor Hall Renovation, Planning and Contraction	\$863,049		\$7,350,347	Coleman Partners Architects,	Designer Selected by Architect Selection Board	09/26/13
Renovation and Addition Press Building	\$205,116		\$221,603	Cockfield Jackson Architects	Designer Selected by Architect Selection Board	11/20/13
Reroof CAMD and Office Building 1	\$42,886		\$42,886	Watts Didier Architects, LLC	Designer Selected by Architect Selection Board	11/20/13
Roof Replacement Student Health Center	\$63,425		\$65,603	Remson Haley Herpin Architects	Designer Selected by Architect Selection Board	04/15/14
Subtotal LSU A&M	\$2,109,524	\$0	\$9,098,053			
LSU Health Care Services Division						
Air Handler Replacement University Hospital & Clinics Lafayette General Health	\$113,507		\$0	Ritter Consulting Engineers, Ltd.	Designer Selected by Engineer Selection Board	02/26/14
Demolition of Earl K. Long Hospital Facility	\$93,609			Domain Architecture, APAC	Designer Selected by Architect Selection Board	11/20/13
New Emergency Generator and Chillers	\$124,631		\$128,031	Poche Prouet Associates	Designer Selected by Engineer Selection Board	11/07/13
Replacement of Air Handlers & Chillers, W.O. Moss Memorial Health Clinic	\$110,114		\$115,866	Associated Design Group, Inc.	Designer Selected by Engineer Selection Board	12/18/13
Subtotal LSU Health Care Services Division	\$441,861	\$0	\$243,897			
LSU Health New Orleans						
Renovations Dental School Simulation Lab and Pre-Clinical Teaching Lab	\$347,455			Blitch Knevel Architects, LLC	Designer Selected by Architect Selection Board	04/15/14
Subtotal LSU Health New Orleans	\$347,455	\$0	\$0			
LSU Health Shreveport						
Boiler Replacement	\$313,690			Purtle & Associates, Inc.	Designer Selected by Engineer Selection Board	02/26/14
Inpatient Critical Care Renovation	\$359,685			Sutton Mitchell Beebe & Babin Architects,	Designer Selected by Architect Selection Board	01/21/14
Subtotal LSU Health Shreveport	\$673,375	\$0	\$0			
Total All Campuses 2013-2014	\$3,572,215	\$0	\$9,341,950			

**Report to LSU Board of Supervisors:
All Campuses Last 3 Years**

Grants of Mineral Rights

Prepared December 16, 2016

2013-2014															
Campus that Benefits	Sale Date	State Lease #	Leased to:	Operated by	Release Date	Parish	Section, Township, Range	Acres Bid	Lease Term (Years)	Cash Bonus	Price Per Acre	Rentals/Year	Royalty	Accepted Acres	Accepted Bonus
LSU A&M (Gilbert donation)	08/14/13	21231	Texas Edwards, Inc.	Kriti TE		Terrebonne	S22-T16S-R15E	0.100	3	\$50.30	\$503.00	\$50.00	25.0%	0.100	\$50.30
LSU A&M (Gilbert donation)	08/14/13	21232	Texas Edwards, Inc.	Kriti TE		Terrebonne	S46-T16S-R15E	9.090	3	\$4,572.27	\$503.00	\$4,572.00	25.0%	9.090	\$4,572.27
LSU A&M (Gilbert donation)	08/14/13	21233	Texas Edwards, Inc.	Kriti TE		Terrebonne	S21-T16S-R15E	0.002	3	\$1.16	\$503.00	\$1.16	25%	0.002	\$1.16
LSU A&M (Gilbert donation)	08/14/13	21234	Texas Edwards, Inc.	Kriti TE		Terrebonne	S21-T16S-R15E	2.670	3	\$1,343.00	\$503.00	\$1,343.00	25%	2.670	\$1,343.00
LSU A&M (Gilbert donation)	08/14/13	21235	Texas Edwards, Inc.	Kriti TE		Terrebonne	S45-T16S-R15E	22.260	3	\$11,196.78	\$503.00	\$11,196.00	25.0%	22.260	\$11,196.78
AgCenter	08/14/13	21229	Pennington Oil & Gas, LLC	Pennington Operating	Partial Release 8/7/14 of part of Sections 11, 40, 41, 36, and 36, 148.74 acres.	East Baton Rouge	1, 11, 2, 35, 36, 37, 41, 49, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 79, 80 T08S R01E, R01W	765.620	3	\$202,889.30	\$265.00	\$101,445.00	23.5%	765.620	\$202,889.30
AgCenter	08/14/13	21230	Pennington Oil & Gas, LLC	Pennington Operating	8/14/2015	East Baton Rouge	65, 66, 67, 68, 69, 70, 71, 72, 73, 79, 80 T08S R01E, R01W	574.950	3	\$152,361.75	\$265.00	\$76,181.00	23.5%	574.950	\$152,361.75

**Report to LSU Board of Supervisors:
All Campuses Last 3 Years**

Property Leases

Prepared December 16, 2016

2016-2017													
Campus	Lessor	Lessee	Location	Lease Purpose	BoS Appr. Date	Start	Lease Term	Sq. Ft.	Annual Rental	Dollars / SF	# Option Terms	Length	Approved by
AgCenter	LSU Agricultural Center	World Aquaculture Society	John M. Parker Coliseum Rooms 143, 165, 263, 265, 267	Office Space	n/a	7/1/2016	6/30/2021	956 sf	\$9,560	\$10.00			Pres. Alexander
LSU A&M	Sublessor: Sigma Chi Alumni Association of La.	Sublessee: Beta Theta Pi Housing Corporation, LLC	27 Dalrymple Drive	Fraternity House	n/a								Pres. Alexander
2015-2016													
Campus	Lessor	Lessee	Location	Lease Purpose	BoS Appr. Date	Start	Lease Term	Sq. Ft.	Annual Rental	Dollars / SF	# Option Terms	Length	Approved by
LSU A&M	LSU Board of Supervisors	Playmakers Of Baton Rouge, Inc.	LSU A&M Reilly Theater Room 205A	Offices	n/a	8/1/2015	1 yr.	200 sf	\$2,400.00	\$12.00	0	0	Pres. Alexander
LSU A&M	LSU Board of Supervisors	Tiger Athletic Foundation	Nicholson Drive, Baton Rouge	Renovation and Expansion of Football Operations Center	10/23/2015	1/11/2016	2 yrs. 6 mos.	17.74 acres	\$100.00	n/a	0	0	Pres. Alexander
AgCenter	Corpus Christi-Epiphany Roman Catholic Church	LSU Board of Supervisors	2022 St. Bernard Avenue, New Orleans	Office space	n/a	5/1/2016	1 year	1,100 sf	\$14,400	\$13.09	2	1-year	Pres. Alexander
AgCenter	LSU Agricultural Center	World Aquaculture Society	John M. Parker Coliseum Rooms 143, 165, 263, 265, 267	Office Space	n/a	7/1/2016	6/30/2021	956 sf	\$9,560	\$10.00			
AgCenter	LSU Board of Supervisors		Central Research Station, Baton Rouge	Fleet & Mooring	3/18/2016	working out issues		17,095 linear feet					
AgCenter	LSU Board of Supervisors	Lewis Lauve	Dean Lee Research Station, Alexandria	Production Crops Lease	3/18/2016	08/01/16	3 yrs. 5 mos.	107.7 acres	\$9,477.60		2	3-year	Pres. Alexander
AgCenter	LSU Board of Supervisors	Companion Animal Alliance	Gourrier Lane, Baton Rouge	Construction of Companion Animal Alliance Building	3/20/2015	5/23/2016	30 yrs.	6.03 acres	\$12,000.00		2	10 years	Pres. Alexander
AgCenter	LSU Board of Supervisors	Mathew Vinson	Northeast Research Station, St. Joseph	Production Crops Lease	3/20/2015	08/01/16	1 year 5 mos.	50.23 acres	\$1,808.28		4	1-year	Pres. Alexander
AgCenter	LSU Board of Supervisors	William T. Gregory	Northeast Research Station, St. Joseph	Production Crops Lease	5/13/2016	08/01/16	1 year 5 mos.	40 acres	\$6,200.00		4	1-year	Pres. Alexander
AgCenter	LSU Board of Supervisors	Iris Solar, LLC	Southeast Research Station, Franklinton	Solar Farm Lease	5/13/2016	8/1/2016	26 yrs.	440 acres	See notes		2	7-years	Pres. Alexander
AgCenter	LSU Board of Supervisors	Professional Specialties and University Products, LLC	Southeast Research Station, Franklinton	Creation of a USDA License Veterinary Biologic Facility	10/23/2015	2/1/2016	20 yrs.	482 sf + use of 18.4 acres	\$26,400.00		2	5-year	Pres. Alexander
LSU Health Care Services Division	Health Sciences Center Foundation	LSU Board of Supervisors	2000 Tulane Avenue, 3rd Floor, New Orleans	Office space for Accountable Care	9/12/2014	11/1/15	3 yrs. 6 mos.	6,108 sf	\$138,463.00	\$22.67	1	6-months	Pres. Alexander
LSU Health New Orleans	LSU Board of Supervisors	LSU School of Medicine in New Orleans Faculty Group Practice d/b/a LSU Healthcare Network	HSCNO Dental School Campus, New Orleans	Construction and Operation of Digital Outdoor Advertising Signs	12/18/2015	7/13/2016	15 yrs.	1,100 sf	\$1,540 *		3	5-year	Pres. Alexander
LSU Health Shreveport	CLM Properties	LSU Board Of Supervisors	2210 Jackson Street, Alexandria	Family Practice Residency Program-Alexandria medical resident housing	n/a	05/01/2016	5 yrs.	2,600 sf	\$21,600.00	\$8.31	0	0	Pres. Alexander
LSU Health Shreveport	Haynes Peavy, LLC	LSU Board of Supervisors	2015 Fairfield Avenue Suite 2B, Shreveport	Partners in Wellness Clinic	n/a	01/16/16	5 yrs.	3,145 sf	\$38,675.04	\$12.30	0	0	Pres. Alexander
LSU Alexandria	LSU Board of Supervisors	LSUA Foundation	LSU Alexandria campus	Construction of an Iconic Corner Pond & Entrance	12/18/2015	6/27/2016	upon completion	5.44 acres	\$100.00				Pres. Alexander
Pennington Biomedical Research Center	LSU Board of Supervisors	Recreation And Park Commission Of East Baton Rouge Parish (BREC)	Along Dawson's Creek on the PBRC campus to Kenilworth Parkway, Baton Rouge	Construction by BREC of Multi-Use Path	12/13/2013	7/1/2015	20 yrs.	approx. .86 miles x 25 ft	See notes				Pres. Alexander

**Report to LSU Board of Supervisors:
All Campuses Last 3 Years**

Property Leases

Prepared December 16, 2016

2014-2015													
Campus	Lessor	Lessee	Location	Lease Purpose	BoS Appr. Date	Start	Lease Term	Sq. Ft.	Annual Rental	Dollars / SF	# Ops	Length	Executed by
LSU A&M	LSU Board of Supervisors	DoA & Coastal Protection And Restoration Authority	100 Terrace Street, Baton Rouge	Construction of River Modeling Facility	9/6/2013	8/31/2014	*	1.28 acres					Provost Bell
LSU A&M	LSU Board of Supervisors	Playmakers Of Baton Rouge, Inc.	LSU A&M Reilly Theater Room 205A	Offices	n/a	8/1/2014	1 yr.	200 sf	\$2,400.00	\$12.00	0	0	Pres. Alexander
LSU A&M	LSU Board of Supervisors	Campus Federal Credit Union Of Baton Rouge	LSU A&M Student Union	Banking branch location	n/a	10/1/2014	5 yrs.	1,151 sf	\$69,060.00	\$60.00	1	5-year	Pres. Alexander
LSU A&M	LSU Board of Supervisors	LSU Property Foundation	Nicholson Drive, Baton Rouge	Intent to Lease- Nicholson Gateway Development	10/24/2014	10/25/2014							Pres. Alexander
LSU A&M	LSU Board of Supervisors	Foundation Office Building, LLC	Skip Bertman & Nicholson Dr., Baton Rouge	Extension of Commencement date of Construction		7/15/2014							Pres. Alexander
AgCenter	Northeast Education Development Foundation (NEED)	LSU Board of Supervisors	10284 Highway 17 South, Oak Grove	Office space	n/a	7/1/2014	3 yrs.	4,999 sf	\$15,000.00	\$6.00	3	12 months	Asst. VP Mahaffey
LSU Health New Orleans	LSU Board of Supervisors	The Foundation for the LSU Health Sciences Center, Inc.	HSCNO Dental School Campus, New Orleans	Installation of a new Modular Inter-Professional Primary Care Clinic	3/20/2015	3/24/15	3 mos.	10,000 sf	\$100.00		0	0	Pres. Alexander
LSU Health Shreveport	LSU Board of Supervisors	United Way Of Central Louisiana	Vacant building at Huey P. Long Medical Center, Pineville	Family Justice Center	n/a	06/01/15	5 yrs.	4,951 sf	\$1,460 *				Pres. Alexander
LSU Alexandria	LSU Board of Supervisors	Barnes & Noble College Booksellers, LLC	LSU Alexandria campus	Bookstore Services	5/9/2014	7/1/2014	5 yrs.	4,527 sf	See notes		1	5-year	Chancellor Howard
LSU Alexandria	LSU Board of Supervisors	Compass Group USA Through Its Chartwells Division	LSUA Student Center & Avoyelles Hall	Food Service	6/19/2015	3/27/2015	10 yrs. 3 mos	10,100 sf					Pres. Alexander
LSU Eunice	LSU Board of Supervisors	Eunice Student Housing Foundation, Inc.	LSU Eunice Campus	Student Housing	6/20/2014	7/1/2014	50 yrs.	5.33 acres	\$1.00				Pres. Alexander

**Report to LSU Board of Supervisors:
All Campuses Last 3 Years**

Property Leases

Prepared December 16, 2016

2013-2014													
	Lessor	Lessee	Location	Lease Purpose	BoS Appr. Date	Start	Lease Term	Sq. Ft.	Annual Rental	Dollars / SF	# Ops	Length	Executed by
LSU A&M	LSU Board of Supervisors	Tiger Athletic Foundation	LSU A&M Campus	Construction of Women's Gymnastics Practice facility	12/13/2013	3/10/2014	1 year 9 mos.	39,000 gr sf	\$100.00		0	0	Pres. Alexander
LSU A&M	LSU Board of Supervisors	Playmakers Of Baton Rouge, Inc.	LSU A&M Reilly Theater Room 205A	Offices	n/a	8/1/2013	1 yr.	200 sf	\$2,400.00	\$12.00	0	0	Asst. VP Mahaffey
LSU A&M	LSU Board of Supervisors	Dept. Of Commerce National Oceanic And Atmospheric Administration	LSU A&M Sea Grant Building	Office Space	n/a	1/1/2014	2 years	1,126 sf	\$13,200.00	\$29.73	0	\$0.00	Asst. VP Mahaffey
LSU A&M	LSU Board of Supervisors	Foundation Office Building, LLC	Skip Bertman & Nicholson Dr., Baton Rouge	Construction of Foundation Office Building	3/18/2013	11/8/2013	40 yrs.	149,250 sf	1st term \$5,000, 1st renewal \$7,000, 2nd renewal \$9,000		2	1st 30 years; 2nd 25 years	Pres. Alexander
LSU A&M	LSU Board of Supervisors	Tiger Athletic Foundation		Construction of Temporary Parking Spaces and demolition of vacant LSU Buildings	1/31/2014	2/28/2014	5 mos.						
AgCenter	LSU Board of Supervisors	Freyou Cattle Company	Iberia Research Station, Jeanerette	Cattle grazing	n/a	4/25/2014	3 yrs.	21.19 acres	\$1,059.00		0	0	Pres. Alexander
LSU Health New Orleans	LSU Board of Supervisors	LSU School of Medicine- New Orleans Medical Alumni Association, Inc.	Clinical Science Building, 533 Bolivar Street, New Orleans	Construction of Improvements to 2nd Floor of the Clinical Sciences Building	10/25/2013	12/20/2013	1 year	650 sf	\$100.00		0	0	Pres. Alexander
LSU Health Shreveport	Willis-Knighton Medical Center	LSU Board Of Supervisors	1811 East Bert Kouns, Shreveport	Department of Neurosurgery Clinic	7/26/2013	05/01/2014	5 yrs.	9,957 sf	\$208,038.60	\$20.89	0	0	Pres. Alexander
LSU Eunice	LSU Board of Supervisors	Robert Keith Heinen	Section 2, Township 7 South, Range 1 West, Acadia Parish	Agricultural lease	1/31/2014	2/1/2014	3 yrs.	83 acres	\$1,660.00		1	2-year	Asst. VP Mahaffey

Lease #	File #	Sublease File #	Lessor
19-4756	228	b	Lease of Space with NEED (Northeast Education Development Foundation) for office space at 10284 Highway 17 South, Oak Grove, Louisiana.
n/a	359		Lease Agreement at Iberia Research Station- Parcel 1- Freyou Cattle Company, 188.65 of the South Parcel's 595 acres
19-9975	393		Lease of Space as Additional Space for the AgCenter's Orleans Parish Extension Office with Corpus Christi-Epiphany Roman Catholic Church
	402		Request from LSU Agricultural Center to Approve a Lease of Mississippi Batture Property Central Research Station, East Baton Rouge Parish Baton Rouge, Louisiana
	403		Request from LSU Agricultural Center to Approve a Lease of Property for Production Crops Dean Lee Research Station, Rapides Parish Alexandria, Louisiana
	401		Lease of Property for Production Crops Northeast Research Station, Tensas Parish St. Joseph, Louisiana
	405		Request from LSU Agricultural Center to Approve a Lease of Property for Solar Farm Development Southeast Research Station, Washington Parish Franklinton, Louisiana
	404		The LSU Agricultural Center requests approval to solicit bids and to enter into a Lease Agreement at the Northeast Research Station in Tensas Parish.
	400		Request from LSU Agricultural Center to Approve an Agreement with Professional Specialties and University Products, LLC to Create a USDA Licensed Veterinary Biologic Facility
	359		Recommendation to approve a Lease of Property, Iberia Research Station, St. Mary Parish
	136	a	Lease Agreement for Construction of a Modular Inter-Professional Primary Care Clinic at the LSUHSC Dental Campus (Approved by the BoS March 20, 2015)
	108		Request from LSU Health Sciences Center – New Orleans to Enter into an Agreement with LSUHSC Affiliated Organization for the Construction and Operation of Digital Outdoor Advertising Sign Structures
	129	a	Recommendation to Approve a Lease Agreement with the LSU School of Medicine- New Orleans Medical Alumni Association, Inc., and the Board of Supervisors for the Construction of Improvements to the Second Floor of the Clinical Sciences Building
19-9845	519	b	Lease of Space between HCSD and the LSU Health Sciences Center Foundation for property at 2000 Tulane Avenue, 3rd Floor, New Orleans to be used by Accountable Care.

19-4688	63	b	Lease of a duplex apartment (1,300 sq.ft ea..) located 2210 Jackson St., Alexandria, LA to be used by LSU - HSC-S Family Practice Residency Program - Alexandria)
19-9579	132	b	Lease of Space by Willis-Knighton Medical Center to HSCS for a Department of Neurosurgery clinic at 1811 East Bert Kouns (W-K Pierremont Campus) (approved by BoS 7/26/2013)
19-9875	145	a	Lease of Space to house Partners in Wellness Clinic at 2015 Fairfield Avenue, Suite 2B, Shreveport
	152		Lease of Space with United Way of Central Louisiana at former Huey P. Long Medical Center for a Family Justice Center
	283	a	Ground Lease Agreement for Construction of the LSU Foundation Building
	283	e	Lease for Construction of the LSU Foundation Building- Extension of Commencement of Construction to on or before February 1, 2015
	406	b	Ground lease and Construction Agreement with Companion Animal Alliance
	134		Request from LSU A&M to Authorize the President to Execute a Lease for Renovation and Expansion of Football Operations Center with Tiger Athletic Foundation
			Recommendation to Authorize an Agreement with Tiger Athletic Foundation for Construction of Temporary Parking Spaces and related Demolition of vacant LSU Buildings
	253	b	Recommendation to authorize an Intent to Lease Agreement with the LSU Property Foundation for the Nicholson Gateway Development
	294		Recommendation to Authorize an Interagency Agreement with the Coastal Protection & Restoration Authority and the Division of Administration for construction of a river modeling facility
	281		Recommendation to Approve the Lease Agreement for Construction of the LSU Women's Gymnastics Practice Facility
	37		Lease Agreement between LSUA and Compass Group USA through its Chartwells Division for food services
	40		Request from Louisiana State University at Alexandria to enter into a lease agreement with Barnes and Noble for bookstore services in the University Student Center
	39		Request from LSUA to Approve a Lease Agreement with the LSUA Foundation for the Construction of an Icon Corner Pond and Entrance Signage
	1	f	Agricultural lease on LSUE property located at S2-T7S-R1W 95.83 Acres- Robert Keith Heinen- three year lease with 2 option terms to renew
	6	s	Amended and Restated Ground Lease Agreement between LSU Eunice and Eunice Student Housing Foundation, Inc. and Certified Board Resolution

	32	Lease of Property at Pennington Biomedical Research Center with Recreation and Park Commission of East Baton Rouge Parish (BREC) for a multi-use path. (approved by BoS 12/13/2013).
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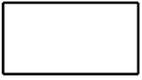
Notes	
<p>Rent in Development Period \$50 / acre + \$45,000 maintenace rent; Rent in Operational Period \$600/acre; rents increase 2% each year</p>	

BREC pays for construction of the trail as the rental.

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**Report to LSU Board of Supervisors:
All Campuses Last 3 Years**

Schematic Design

Prepared December 16, 2016

2016-2017			
Project	Architect	Approved by	Approval Date
LSU A&M			
Companion Animal Alliance	Antunovich Associates, Architects & Planners	LSU Board of Supervisors	Dec-16

2015-2016			
Project	Architect	Approved by	Approval Date
LSU A&M			
Nicholson Gateway Development- Phase One	Niles Bolton/Remson, Haley, Herpin	LSU Board of Supervisors	May-16

2014-2015			
Project	Architect	Approved by	Approval Date
LSU A&M			
Football Operations Center Addition	Remson, Haley, Herpin	LSU Board of Supervisors	Jun-15
Kappa Sigma Fraternity House	Bani, Carville & Brown, LLC	LSU Board of Supervisors	Dec-14
Tiger Athletic Nutrition Center	Holden & Associates	LSU Board of Supervisors	Dec-14

2013-2014			
Project	Architect	Approved by	Approval Date
LSU A&M			
Gymnastics Practice Facility	GraceHebert Architects	LSU Board of Supervisors	Jan-14
LSU Foundation Office Building	Holden & Associates	LSU Board of Supervisors	May-14
New Greek House	Post Architects	LSU Board of Supervisors	May-14
Patrick F. Taylor Hall Renovation and Addition	Coleman Partners Architects, LLC/Perkins+Will, A Joint Venture	LSU Board of Supervisors	Mar-14
Spruce Hall (New Residence Hall-Hart Site)	Bani, Carville & Brown, LLC	LSU Board of Supervisors	Jan-14
Tennis Facility	Holden & Associates	LSU Board of Supervisors	Dec-13

**Report to LSU Board of Supervisors:
All Campuses Last 3 Years**

Servitudes

Prepared December 16, 2016

2016-2017								
Campus/Lessor	Lessee	Servitude or Right-of-Way Location	Acreage	Payment	Length of Term	Type of Document	Approved by	Approval Date
LSU A&M	Entergy	at Old LSU Golf Course	.23 acres	\$1.00	unspecified	Right-of-Way	President Alexander	12/2/2016
LSU A&M	Entergy	at Old Print Shop	690' x 16'		unspecified	Right-of-Way	President Alexander	12/2/2016
LSU Eunice	CLECO	at LSUE Campus near LA Hwy 755, Eunice			1 year with two (2) 1-year options	Right-of-Way		Cancelled
Pennington Biomedical Research Center	City of Baton Rouge	Sidewalk Servitude	.021 acres	none	perpetual	Sidewalk Servitude	President Alexander	11/2/16
2015-2016								
Campus/Lessor	Lessee	Servitude or Right-of-Way Location	Acreage	Payment	Length of Term	Type of Document	Approved by	Approval Date
LSU A&M	Baton Rouge Water Co.	Burbank Drive and Nicholson area of Baton Rouge	588 ft x 10 ft	none	unspecified	Servitude	President Alexander	12/11/15
AgCenter	American Midstream (MIDLA), LLC	Sweet Potato Research Station, Franklin Parish	.69 acres	\$2,100.00	Should Grantee fail to use the same for purposes herein provided for a period of 36 consecutive months, the R-o-W Agreement and Servitude is terminated	Pipeline R-o-W	President Alexander	5/6/16
AgCenter	DOTD	Hill Farm Research Station, Claiborne Parish	.145 acres	\$3,537.00	4 years	Temporary Construction Servitude	President Alexander	1/29/2016
LSU Shreveport	City of Shreveport	LSUS campus	.13 acres	none	As long as the servitude is used as a Utility Servitude	Permanent Utility Servitude	President Alexander	3/18/16

**Report to LSU Board of Supervisors:
All Campuses Last 3 Years**

Servitudes

Prepared December 16, 2016

2014-2015								
Campus/Lessor	Lessee	Servitude or Right-of-Way Location	Acreage	Payment	Length of Term	Type of Document	Approved by	Approval Date
LSU A&M	James & Frances Monroe	Burden Plantation	n/a	none	unspecified	Servitude of Passage	President Alexander	12/17/14
LSU A&M	Texas Edwards d/b/a KRITI TE	Terrebonne Parish- Secs. 39, 40, 41, 32-T16S, R15E	30' x 10'	\$10.00	Upon termination of the Easement, Grantee will provide written notice	Surface Easement	President Alexander	12/12/14
LSU A&M	Texas Edwards d/b/a KRITI TE	Terrebonne Parish- Secs. 39, 40, 41, 32-T16S, R15E	3,689.34 x 30 ft	\$100.00	Permanent until the earlier time of any termination is provided or Grantee releases rights in writing.	Pipeline R-o-W	President Alexander	12/12/14
LSU A&M & Charity	Texas Brine Co., LLC	Lafourche Parish	545.71 rods	\$2,048.81	Perpetual Term until 1-year after non-use	Pipeline R-o-W	President Alexander	5/8/2015
LSU A&M & Charity	Texas Brine Co., LLC	Lafourche Parish	10' x 30'	\$10.00	Permanent until the earlier time of any termination is provided or Grantee releases rights in writing.	Surface Easement	President Alexander	5/8/2015
2013-2014								
Campus/Lessor	Lessee	Servitude or Right-of-Way Location	Acreage	Payment	Length of Term	Type of Document	Approved by	Approval Date
AgCenter	Entergy Gulf States	Reproductive Biology Center in St. Gabriel	8.15 acres	\$195,600.00		Right-of-Way	Asst. VP Mahaffey	6/7/13
AgCenter	Pennington Operating Company	Ben Hur Research Station- Sec 36-T7S-R1W	235.15 rods	\$100 + \$150/rod	Should Pennington fail to use the same for the purposes herein provided for a period of 36 consecutive months, the R-o-W Agreement is terminated.	Pipeline R-o-W	President Alexander	5/9/14
AgCenter	Petrohawk Properties, LP	Red River Research Station, Bossier Parish	573.348 acres	\$100.00	5 years then permanent as long as exercised without cessation for more than 2 years.	Surface & Subsurface Lease	President Alexander	6/7/13
LSU Health New Orleans	Entergy New Orleans, Inc.	New Boiler Plant, 2100 Gravier St., New Orleans	214.50 sf	\$1.00	unspecified	Right-of-Way	President Alexander	1/6/2014
550 Oklahoma, LLC	Entergy Gulf States	Water Campus- Secs. 50, 51- T7S-R1W, Baton Rouge						
LSU Property Foundation	Baton Rouge Water Co.	South Campus Tracts C-3-A-1-A and C-4-B-1-A						1/14/2014
LSU Property Foundation	Baton Rouge Water Co.	South Campus Tracts C-2-B-1-A						1/14/2014

**Report to LSU Board of Supervisors: Timber Sales
All Campuses Last 3 Years**

Prepared December 16, 2016

2016-2017								
Campus	Location	Parish	Buyer	Acreage	Payment	Designated Timber to be Removed:	Approved by	Approval Date
AgCenter	Lee Memorial Forest, Franklinton, LA	Washington	Sassafras Timber	152 acres	Approximately \$46,412	24 acres of total tree removal, 26 acres marked timber thinning and 102 acres first thinning.	Vice President Layzell	10/3/2016
AgCenter	Bob R. Jones Idlewild Research Station, Clinton, LA	East Feliciana	Good Hope, Inc.	2 sites: 33 acres and 20 acres	approximately \$71,950	Pine & hardwood saw timber & hardwood pulpwood	Vice President Layzell	8/3/2016
2015-2016								
Campus	Location	Parish	Buyer	Acreage	Payment	Designated Timber to be Removed:	Approved by	Approval Date
AgCenter	Bob R. Jones Idlewild Research Station, Clinton, LA	East Feliciana	Good Hope, Inc.	approximately 80 acres	Approximately \$25,000	Pine pulpwood, logs and chip-n-saw.	President Alexander	10/6/2015

Report to LSU Board of Supervisors: Transfers of Title to Immovable Property
All Campuses Last 3 Years

Prepared December 16, 2016

2016-2017						
Campus	Transfer Description	Value	State ID	Site Code	Approved by	Transfer Date
HCSN-HCSNO	Addendum to the Memorandum of Understanding Transferring Properties from HCSN to HCSNO to transfer five additional properties.	not stated	various		President Alexander	10/18/16
HCSN-HCSNO	Second Addendum to the Memorandum of Understanding Transferring Properties from HCSN to HCSNO to transfer one additional property	not stated	S09928		President Alexander	11/21/16
2015-2016						
Campus	Transfer Description	Value	State ID	Site Code	Approved by	Transfer Date
LSU A&M	Act of Donation and Acceptance of 1.083 acres to benefit the LSU Rural Life Museum and Windrush Gardens. The property was donated by John Carlton Monroe III and Frances Hochendel Monroe to the Burden Foundation and from the Burden Foundation to LSU.	not stated			President Alexander	12/16/15
AgCenter	Act of Donation and Acceptance of the Ellis S. Martin Multi-Purpose Pavilion at LSU AgCenter Camp Grant Walker in Pollock, Louisiana. The Donation was a part of a Lease Agreement with the Louisiana 4-H Foundation.	\$1,291,045	S28912		President Alexander	03/31/16
HCSN-HCSNO	Memorandum of Understanding to Transfer of 10 Charity Hospital and Interim LSU Hospital Properties in New Orleans and the funding changes for the properties from LSU Health Care Services Divisions to LSU Health Sciences Center New Orleans	not stated	various		President Alexander	01/11/16
LSU Health New Orleans	Act of Donation and Acceptance of a Modular Interprofessional Primary Care Clinic Building at the HSC-NO School of Dentistry.	\$465,000	S27056	1-36-035	President Alexander	04/13/16

Report to LSU Board of Supervisors: Transfers of Title to Immovable Property
All Campuses Last 3 Years

Prepared December 16, 2016

2014-2015						
	Transfer Description	Value	State ID	Site Code	Approved by	Transfer Date
LSU A&M	Act of Donation of Property for Water Campus (River Modeling Center). Building is currently under construction as State Project No. 01-107-12-02.	not stated		2-17-139	Ex. VP Bell	07/31/14
AgCenter	Act of Reconveyance, Transfer and Exchange of Various Properties related to the former AgCenter Calhoun Experimental Station. In June 1891, property was donated to the AgCenter to be used as a research station. Due to budget reductions, the AgCenter decided to no longer conduct research on the donated 333 acre portion of the Research Station and to no longer maintain a branch experiment station on that property. Provisions contained in the original Act of Donation required the return of the property to the Parish. In 1911 LSU purchased two separate tracts of land, approximately 20 acres in NE corner and approximately 60 acres in SE corner, which are contiguous with the 333 acre donation and make up the whole Calhoun Research Station. The AgCenter requested and received approval from the Board of Supervisors for a property exchange with the Parish acquiring Parish property that extends the 60 acre tract of LSU owned property to Hwy 80 which will become land locked after reconveyance. Ouachita Parish had an independent appraisal on the proposed land exchange tracts and has proposed the attached Exhibit C for the property exchange. LSU had a review appraisal done in April 2014 and proposed using that report for finalizing details of property exchange which has not been completed.	not stated		8-37-018	President Alexander	11/03/14
AgCenter	Transfer of Agricultural Chemistry Laboratory Building, Agricultural Center Campus, Baton Rouge. On April 30, 1990, the LSU BoS, the La. Dept. of Agriculture and Forestry (LDAF) and the La. Agricultural Finance Authority (LAFA) entered into a CEA to construct, furnish and equip a new building on the AgCenter Campus of the University at Baton Rouge on land owned by LSU. LAFA provided funding for construction, furnishing and equipping building and sublease land and building to LDAF for the testing and inspecting of fertilizers, feeds and pesticides. At the end of the 25 year lease, the building was donated to LSU.	not stated	S11858		President Alexander	04/30/15
LSU Health New Orleans	Act of Donation and Acceptance of Improvements to Second Floor of the HSC-NO Clinical Sciences Building. The improvements consisted of the design, construction, furnishing and providing the equipment for a new Interventional Image Guided System for Interventional Cardiology in the Clinical Sciences Building.	\$1,900,000	S13115		President Alexander	09/19/14
LSU Health New Orleans	Act of Donation and Acceptance of Stained Glass Artwork to the LSU Health Sciences Center New Orleans School of Dentistry Campus. Improvements include three stained glass panels.	\$18,000			President Alexander	04/29/15
LSU Health Shreveport	Act of Donation and Acceptance of 1455 Wilkinson Street in Shreveport to the BoS for the HSCS. The Donation was a part of a Lease Agreement with the LSU Health Sciences Foundation in.	\$205,320	S28800		President Alexander	02/10/15
LSU Health Shreveport	Act of Donation and Acceptance of 1531 Wilkinson Street in Shreveport to the BoS for the HSCS. The Donation was a part of a Lease Agreement with the LSU Health Sciences Foundation in.	\$74,145	S28791		President Alexander	02/10/15
LSU Health Shreveport	Act of Donation and acceptance of 2627 Linwood Street in Shreveport to the BoS for the HSCS. The Donation was a part of a Lease Agreement with the LSU Health Sciences Foundation in.	\$985,000		7-09-094	President Alexander	01/15/15

2013-2014						
	Transfer Description	Value	State ID	Site Code	Approved by	Transfer Date
LSU A&M	Act of Donation and Acceptance of East and West Side Window Replacements. Improvements include 310 windows on the East and West sides of Tiger Stadium and related improvements.	\$582,000			President Alexander	12/19/13
LSU A&M	Act of Donation and Acceptance of Additional Parking at Alex Box Stadium and Tiger Park. Improvements included 722 new parking spaces and related improvements.	\$1,615,925			President Alexander	09/04/13
LSU A&M	Act of Donation and Acceptance of North and West Side Stadium Improvements including North Stadium Plaza, the Lawton Patio, West Stadium Plaza, Champion's Plaza and the extension of Champion's Plaza into parking lot "A" and further included benches, monuments and wall mounted plaques, columns, permanent fencing, etc.	\$8,019,719	S13395		President Alexander	09/03/13
LSU A&M	Act of Donation and Acceptance of Hilltop Arboretum Education Facility. Improvements include 2,040+ square foot building, furnishings and equipment.	\$1,125,917			President Alexander	08/26/13
LSU A&M	Act of Donation and Acceptance of General Stadium Improvements. The improvements consisted of resurfacing of the north exterior face, replacement of existing fencing in the north end zone and the installation of new exterior lighting in the north end zone.	\$1,747,428			President Alexander	08/16/13



**LSU BOARD OF SUPERVISORS MEETING SCHEDULE
2016-2017**

Friday, October 21, 2016

10:00 a.m. Committee Meetings and ~1:00 p.m. Board Meeting
New Orleans, University Medical Center Building

Deadline for Submitting Agenda Items: September 21, 2016

Friday, December 9, 2016

10:00 a.m. Committee Meetings and ~1:00 p.m. Board Meeting
Baton Rouge, LSU University Administration Building

Deadline for Submitting Agenda Items: November 9, 2016

Friday, January 27, 2017

10:00 a.m. Committee Meetings and ~1:00 p.m. Board Meeting
Baton Rouge, LSU University Administration Building

Deadline for Submitting Agenda Items: January 2, 2017

Friday, March 17, 2017

10:00 a.m. Committee Meetings and ~1:00 p.m. Board Meeting
Eunice, LSU Eunice 2048 Johnson Highway

Deadline for Submitting Agenda Items: February 17, 2017

Friday, May 5, 2017

10:00 a.m. Committee Meetings and ~1:00 p.m. Board Meeting
Baton Rouge, LSU University Administration Building

Deadline for Submitting Agenda Items: April 5, 2017

Friday, June 23, 2017

10:00 a.m. Committee Meetings and ~1:00 p.m. Board Meeting
Baton Rouge, LSU University Administration Building

Deadline for Submitting Agenda Items: May 23, 2017

Friday, September 8, 2017

10:00 a.m. Committee Meetings and ~1:00 p.m. Board Meeting
Baton Rouge, LSU University Administration Building

Deadline for Submitting Agenda Items: August 8, 2017

LSU Board of Supervisors Committee Meeting

[LSU Board Room](#)

Friday, 1/27/2017

10:00 AM - 12:00 PM CT

A. ACADEMIC AND STUDENT AFFAIRS, ACHIEVEMENT AND DISTINCTION COMMITTEE (James M. Williams, Vice Chair)

1. Request from LSU Alexandria to Establish a Bachelor of Science in Chemistry
ACADEMIC AFFAIRS - LSU A BS in Chemistry - Page 5
2. Request from LSU A&M to Establish a Post Baccalaureate Certificate in Library Science
ACADEMIC AFFAIRS - LSU A&M PBC in Library Science - Page 7
3. Request from LSU A&M to Award an Honorary Degree
4. CONSENT
 - i. Request from LSU A&M to Move the Existing Graduate Concentrations in Agricultural and Extension Education from the School of Human Resource Education & Workforce Development to the MS and PhD in AEE in the College of Agriculture
ACADEMIC AFFAIRS CONSENT - LSU A&M MS and PhD in Agricultural and Extension Education - Page 10
 - ii. Request from LSU A&M to Convert the John P. Laborde Endowed Chair in Energy Law to 4 Professorships and 10 Superior Graduate Student Scholarships
ACADEMIC AFFAIRS CONSENT - LSU A&M Convert the John P. Laborde Endowed Chair to 4 Professorships and 10 Sup Grad Scholarships - Page 14
 - iii. Request from LSU A&M to Convert 7 Endowed Professorships to Endowed Superior Graduate Student Scholarships
ACADEMIC AFFAIRS CONSENT - LSU A&M Convert 7 Endowed Professorships - Page 16
 - Dr. Mary Lou Applewhite Distinguished Professorship in Biological Sciences #2 to the Mary Lou Applewhite Distinguished Fellowship
 - Scott and Susan Brodie Professorship to the Scott and Susan Brodie Fellowship
 - Dr. Richard Bruch Distinguished Professorship to the Dr. Richard Bruch Fellowship
 - Houston Energy, L.P. Distinguished Professorship to the Houston Energy, L.P. Graduate Student Scholarship
 - Mary Jo Klosterman Professorship to the Mary Jo Klosterman Superior Graduate Student Scholarship
 - Mary Jo Klosterman Professorship #2 to the Mary Jo Klosterman Superior Graduate Student Scholarship #2
 - Dr. Calvin C. Mattax Professorship to the Dr. Calvin C. Mattax Fellowship
 - iv. Request from LSU Eunice to Establish 2 Endowed Two-Year Student Workforce Scholarships
ACADEMIC AFFAIRS CONSENT - LSUE Two-Year Student Workforce Scholarships - Page 19
 - Maci Breaux Memorial Scholarship

- Nunez/Holbrook Family Scholarship
- v. Request from LSU Health Sciences Center - New Orleans to Establish 5 Endowed Professorships
ACADEMIC AFFAIRS CONSENT - LSUHSC-NO 5 Endowed Professorships - Page 21
 - Richard A. Culbertson Professorship
 - Susan M. Leary and Richard A. Culbertson Professorship
 - Cheuk Family Professorship in Comprehensive Dentistry No. 2
 - Horatio Reily Professorship in Urology
 - Brian P. Jakes, Sr. Professorship of Rural Healthcare
- vi. Request from LSU Health Sciences Center - New Orleans to Establish 7 Endowed Superior Graduate Student Scholarships
ACADEMIC AFFAIRS CONSENT - LSUHSC-NO 7 Endowed Superior Graduate Student Scholarship - Page 23
 - The David Louis Autin MD Scholarship Fund
 - Linda Cao and Phuong Nguyen Scholarship in Pediatric Dentistry
 - Alliance to the Louisiana Dental Association Scholarship in Dentistry
 - Williams and Sarah Pelon Scholarship in Dentistry
 - Committee of 100 Scholarship in Dentistry
 - Thomas E. McNeely Scholarship in Dentistry
 - Drs. William G. '64 and Hannelore H. '63 Giles Scholarship Fund
- vii. Request from LSU Health Sciences Center - Shreveport to Establish the Medical Center Clinics Endowed Chair in Graduate Medical Education
ACADEMIC AFFAIRS CONSENT - LSU HSC-S Medical Center Clinics Endowed Chair - Page 25
- viii. Request from Pennington Biomedical Research Center to Convert the John S. McIlhenny Endowed Chair in Health Wisdom to the John. S. McIlhenny Postdoctoral Fellowship
ACADEMIC AFFAIRS CONSENT - PBRC John S. McIlhenny Endowed Chair Conversion - Page 27

B. FINANCE, INFRASTRUCTURE, AND CORE DEVELOPMENT COMMITTEE

(Ronald Anderson, Chair)

1. Request from LSU Eunice to Establish a Fixed "Dining Allowance" For All Students Enrolled in 6 or More Semester Credit Hours
FINAL FINANCE Resolution LSUE Chartwells 012016 DL - Page 29

C. PROPERTY AND FACILITIES COMMITTEE (Rolfe McCollister, Jr., Chair)

1. Master Plan Update
Master Plan Update - Page 32
2. Request from LSU A&M to authorize an Intent to Lease Agreement with the LSU Real Estate and Facilities Foundation for Phases 2 and 3 of the Nicholson Gateway Project
FINAL FACILITIES Board Submission for Greenhouse Distric Intent to Lease.docx - Page 63
FACILITIES_ATTACHMENT_I_Request Greenhouse DistrictTransmittal_Memo - Page 68
FACILITIES_ATTACHMENT_II_Request Intent to Lease Agreement for Greenhouse District -

FACILITIES_ATTACHMENT_III_Request from LSU A&M to Enter into an Intent to Lease Agreement for Greenhouse DistrictMap - Page 74

Greenhouse Intent To Lease Presentation - Page 75

3. Request From LSU Health Sciences Center-New Orleans to Approve the Lease of Portions of the University Medical Office Building (Formerly Known as Seton Building) to Louisiana State University School of Medicine in New Orleans Faculty Group Practice D/B/A

FINAL PROPERTY Resolution for Lease of Portions of the UMOB Practice D-B-A LSU - Page 84

PROPERTY ATTACHMENT I_Request From LSU HSC-NO to Approve the Lease Letter from Chancellor Hollier - Page 87

PROPERTY ATTACHMENT II_Lease Agreement - Page 88

PROPERTY ATTACHMENT III_UMOB Lease of Space - Page 118

4. Request from LSU A&M to Enter into a Non-Binding MOU with the Illinois Central Railroad Company and the Baton Rouge Area Foundation Regarding Rail Line Crossings

FINAL PROPERTY Resolution Illinois Central Railroad Companys - Page 121

PROPERTY ATTACHMENT_I Request from LSU A&M to Enter into a Non-Binding MOU_Transmittal_Memo - Page 124

PROPERTY ATTACHMENT II_Water Campus Plan - Page 125

PROPERTY ATTACHMENT III_LSU Relocation Map - Page 126

PROPERTY ATTACHMENT IV_Request from LSU A&M to Enter into a Non-Binding MOU - Page 127

5. CONSENT AGENDA

- i. Request from LSU A&M to Authorize the President to Execute a Lease Amendment for Demolition and Improvements to the South End Zone of Tiger Stadium with Tiger Athletic Foundation

FACILITIES_South Stadium Lease Resolution - Page 138

FACILITIES_ATTACHMENT_I_South Stadium Lease Amendment - Page 140

D. ATHLETIC COMMITTEE (Blake Chatelain, Chair)

1. Request from LSU A&M to Approve Athletic Football Coaches Contracts

- i. Defensive Coordinator Dave Aranda

ATHLETICS_Associate HC Contract Resolution_Aranda_Football - Page 142

ATTACHMENT_I_ArandaContract - Page 144

- ii. Offensive Coordinator Mathew Canada

ATHLETICS_Assistant Coach Football Contract Resolution_Canada_Football - Page 174

ATTACHMENT_I_CanadaContractSigned - Page 176

2. Request from LSU A&M to Approve Employment Contracts with Head Coaches Russell L Brock, James T. Moffitt, and Dennis G. Shaver

ATHLETICS_HC Amendments Brock_Moffitt_Shaver - Page 207

ATTACHMENT_I_BrockContract - Page 209

ATTACHMENT_II_MoffittContract - Page 235

ATTACHMENT_III_ShaverContract - Page 264

E. AUDIT COMMITTEE (Lee Mallett, Chair)

The Audit Committee will meet at 8:00am in Conference Room 112, University Administration Building, 3810 W. Lakeshore Drive, Baton Rouge, Louisiana



Request from LSU Alexandria to Establish a Bachelor of Science in Chemistry

To: Members of the Board of Supervisors

Date: January 27, 2017

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

As part of a plan to develop degree programs that serve the needs of students and employers in the region and to expand regional access to higher education, LSU Alexandria is requesting approval to establish a Bachelor of Science in Chemistry. According to the U.S. Bureau of Labor Statistics, the number of jobs in chemistry fields is expected to grow three percent annually from 2014 to 2024. Many chemists will find work in pharmaceutical and biotechnology firms, with graduates holding the bachelor's degree typically working in sales, marketing, and management, or as chemical technicians at those firms. Graduates will also find employment opportunities as high school teachers. There is a significant regional lack of qualified high school chemistry teachers, and since most area high school teachers are educated locally, LSU-A is poised to meet this need.

Chemistry is currently one of the concentrations in the Bachelor of General Studies at LSU-A. The proposal to transition the concentration to a free standing program is based on consistent feedback employers as well as current and prospective students who have indicated preference for a more focused degree program with a chemistry title. The curriculum of the BS in Chemistry includes more upper level coursework than the BGS concentration and offers the opportunity for broader opportunities through concentrations in the major. The title BS in Chemistry on the diploma will give LSU-A the opportunity to pursue American Chemical Society certification along with the opportunity to more successfully recruit students into the chemistry program.

Students will be able to pursue concentrations in chemistry, pre-professional studies, secondary education, and management. The learning outcomes for the degree are that graduates gain a solid understanding of foundational chemical principles, that they are able to conduct laboratory experiments, and that they are able to apply chemical principles. The delivery of coursework will be on-site. It is anticipated that graduates will enter the central or south Louisiana chemicals industry, become local high school chemistry teachers, pursue professional studies in such areas as pharmacy or medicine, or pursue graduate studies in chemistry. The degree will also serve as a

pathway to medical school. According to the American Chemical Society, the median salary for chemists whose highest degree is the bachelor's was \$73,900 in 2012.

2. Review of Business Plan

No additional full time faculty will be needed as the university currently employs four chemistry professors to staff chemistry classes required in other existing programs on campus and online. The university already offers 24 hours in the proposed chemistry major. The additional hours will be taught on a two-year rotation requiring two additional classes per semester. Current faculty will be able to teach these classes as the department will employ an adjunct to pick up an adequate number of general education chemistry sections. Departmental funds allocated for library resources will be concentrated on chemistry in the near term.

Chemistry faculty submitted a \$130,000 Board of Regents enhancement grant fall 2016 for lab equipment. It intends to submit similar grants during years that Board of Regents funds are available for chemistry. The LSUA Foundation allocated \$25,000 for the purchase of chemistry laboratory equipment fall 2016. It has voiced a willingness to provide additional funds in the future. A chemistry faculty member received a \$15,000 summer grant from GlaxoSmithKline in 2016 which has led to a commitment on the part of GSK to consider LSUA students for a summer internship.

3. Review of Documents Related to Referenced Matter

The following documents are on file with the LSU Office of Academic Affairs:

- A complete Board of Regents Request for Authority to Offer a New Degree Program form and budget

4. Certification of Compliance with Article VII, Section 9, Paragraph C 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 Alexandria to establish a Bachelor of Science in Chemistry, subject to approval by the Louisiana Board of Regents.



**Request from LSU A&M for Approval to Establish the Post
Baccalaureate Certificate in Library Science**

To: Members of the Board of Supervisors

Date: January 27, 2017

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

Description and Need

LSU A&M is requesting approval to establish a Post Baccalaureate Certificate in Library Science. The proposed program will allow bachelor degree holders to qualify for positions as para-professionals such as library technicians and assistants in a public or academic library. The program will also give para-professionals already working in such positions qualifications for workforce advancement. increase the quality of library services offered to citizens of Louisiana.

The proposed program will be housed in the School of Library & Information Sciences within the College of Human Sciences and Education. The certificate curriculum provides an overview of the basic structure and function of libraries today and of the different departments in a library. It also provides a detailed analysis of the various jobs in each of these departments and the interactions among these departments. The program consists of 15 credit hours of undergraduate-level Library and Information Science courses, which are currently being taught and have the capacity to expand. All courses will be taught on-site. There are no programs of this kind in the state. The University of Louisiana at Lafayette, McNeese, Northwestern, and LSU-Shreveport possess post baccalaureate certifications in school librarianship; however, all of these programs certify students to work in elementary or secondary schools, not public or academic libraries.

According to the state library, Louisiana public libraries employ a total of 2,565 full-time equivalent staff, only 424 of whom have an MLIS degree. The remainder – 2,141 – are para-professionals and clerical staff with a bachelor's degree or a high school diploma; that is five para-professionals to every professional staff member. The East Baton Rouge Parish Library employs 112 MLIS librarians to nearly 400 staff, or almost four times as many staff. That is an average of eight librarians and 28 staff members per branch. With plans to construct three new branches, and to expand at least one more, there will be a demand for additional staff members in the near future. Library systems in the surrounding parishes include the Audubon Regional Library (East Feliciana, West Feliciana, and St. Helena) with one MLIS librarian and 23 staff members, Ascension with 13 MLIS and 74 staff, Iberville with four MLIS and 27 staff, Livingston with 20 MLIS and 85 staff, Pointe Coupee with one MLIS and 24 staff, and West

Baton Rouge with four MLIS and 19 staff. New Orleans Public Library currently employs 42 MLIS and 172 staff. The Occupational Outlook Handbook projects that employment for library technicians and assistants will increase by 5% in the coming year, which is as fast as average.

Program implementation is scheduled for fall 2017.

Students

Library technicians and assistants are the necessary support staff of any library. They provide clerical and para-professional services to the public and to professionals. The minimum requirement for paraprofessional and some clerical positions is a bachelor's degree. Certificate holders will possess the skills necessary to provide advanced services with minimal on-the-job training. New library job applicants will be more competitive, and current employees will be more qualified for advancement. In states such as Louisiana, with a large rural population, experienced senior para-professionals may manage small, rural libraries. The program will provide students with a higher level of administrative and leadership knowledge, skills, and abilities.

Enrollment is projected at five students for the first semester and at least five for every semester thereafter for the first five years. This projection is a conservative estimate based on the number of para-professionals working in the Baton Rouge area and also based on the enrollment in the graduate certificate program in school librarianship offered at LSU.

2. Review of Business Plan

The certificate program will be directed by Dr. Suzanne Stauffer, Associate Professor of Library & Information Sciences within the College of Human Sciences and Education. Current faculty will teach courses within the program. The program will exist under the oversight of the School of Library and Information Sciences. No additional personnel, facilities, equipment, or library resources are required.

3. Review of Documents Related to Referenced Matter

A complete Board of Regents Request for Approval to Establish a Post Baccalaureate Certificate form and budget are on file with the LSU Office of Academic Affairs

4. Certification of Compliance with Article VII, Section 9, Paragraph C 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 establish a Post Baccalaureate Certificate in Library Science at LSU A&M, subject to approval by the Louisiana Board of Regents.



Request from LSU A&M to Move the Existing Graduate Concentrations in Agricultural and Extension Education from the School of Human Resource Education & Workforce Development to the MS and PhD in Agricultural and Extension Education in the College of Agriculture

To: Members of the Board of Supervisors

Date: January 27, 2017

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 fiscal (primary or secondary) or long-term educational or policy impact on the University or any of its campuses or divisions.

1. Summary of Matter

As requested by the Board of Regents, this proposal has been crafted to combine the program proposals of the MS and PhD programs in Agricultural and Extension Education. The Board of Supervisors approved the program proposal for the MS in AEE on June 24, 2016; however, the Board of Regents determined that the MS proposal and the forthcoming PhD in AEE proposal were similar in nature to the recently BOR-approved MS and PhD proposals for Textiles, Apparel and Merchandising, which essentially realigned the programs into their recently established departments. The Board of Regents staff therefore recommended that the proposal be adjusted to include both the MS and PhD, and that it be crafted as a realignment of the existing concentration.

Background Information

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 of Human Sciences & Education. 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, which houses the undergraduate agricultural education degree program. The MS and PhD programs in SHREWD are currently being redesigned to eliminate the agricultural and extension education component to fully realize an MOU established between the two colleges. On March 11, 2014, a Memorandum of Understanding was signed between the two colleges to relocate the programs of Agricultural and Extension Education to the College of Agriculture. Courses that were formerly part of the Agricultural, Extension & Adult Education (AEA rubric) component of SHREWD have been changed to the AEEE rubric for the new department in the College of Agriculture and focus specifically on agricultural and extension education. Since the agricultural and extension education coursework is primarily offered through the College of Agriculture, and the faculty are

housed there as well, moving the graduate concentrations in agricultural and extension education from SHREWD to M.S. and Ph.D. programs within the College of Agriculture will maintain progression and consistency in the education pathways and in the advancement of knowledge through research.

Description and Need

LSU A&M is requesting approval to move the M.S. and Ph.D. concentrations in agricultural and extension education located in the SHREWD graduate program to M.S. and Ph.D. programs located in the Department of Agricultural and Extension Education and Evaluation (AEEE) within the College of Agriculture (Master of Science and Doctor of Philosophy in Agricultural and Extension Education). The proposed change regarding the M.S. in Agriculture and Extension Education will complement the already established BS in Agricultural & Extension Education as well as provide advanced discovery, knowledge, and research in areas deemed critical for the success and advancement in careers such as: agricultural education; Cooperative Extension Service; agricultural professions in business, industry, and government; and in other non-profit agencies. The proposed change regarding the Ph.D. in Agricultural and Extension Education will prepare successful candidates for leadership positions in public and private schools and colleges, business, government, industry, international organizations and in the Cooperative Extension System. These two programs will be the only graduate programs in Louisiana targeting agricultural and extension education professionals. Many students seeking advanced degrees in agriculture or extension education are currently pursuing degrees either online at institutions not associated with LSU or out of state. The reorganization of these programs 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.

The 30-36 credit hour Master's program offers thesis and non-thesis paths, both requiring the same 18-hour core block of courses. Students are instructed on topics such as history and philosophy of agricultural and extension education; design and delivery of formal and informal programs; program evaluation; conduct of social science research; and influence of behavior change in society. The PhD program requires a minimum of 62 hours above the Master's degree, including a research core of 20 hours, six additional hours of research coursework, 15 hours of AEEE graduate courses, 15 hours in a subject matter core selected by the student under the committee chair's advisement, and 12 dissertation research hours. Subject matter core areas are agricultural education, community and extension education, and international agricultural education.

The USDA estimates there are over 60,000 available jobs in agriculture and agriculture-related fields annually and only about 35,000 graduates to fill them. 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. In recent years, the pool of qualified applicants for these positions in Louisiana has been shrinking dramatically. With regards to job predictions, 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 is projected to increase

nearly 20% by 2022. Currently, there are about 240 agricultural teachers in 185 Louisiana schools and many of those teachers are nearing retirement age. Louisiana also has approximately 200 extension educators at the parish level and another 60 extension faculty members with statewide responsibilities. These degree programs will allow graduates to pursue careers in post-secondary positions such as technical school and community college instructors as well as instructors in adult and business education programs and allow for professional advancement in current positions.

LSU requests the effective date of the proposed changes to be fall 2017 to coincide with the publication of the next *General Catalog*.

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 M.S. 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. Many high school agriculture teachers are hired with a B.S.; however, some school systems encourage their teachers to complete advanced degrees so that their SACSCOC scores can be improved. In some school districts, agriculture teachers can get graduate coursework paid for and/or receive an increase in pay for completing their +30 hours or receiving an M.S. degree. In recent years (until this reorganization of degree programs is approved), Louisiana agriculture teachers have had and will continue to have limited opportunity to complete the coursework necessary for this professional advancement.

Extension agents also participate in a specialization program where they are required to complete 15 hours of graduate level coursework beyond their M.S. degree for additional professional advancement. Some are choosing to further advance their education but must resort to other options outside of agricultural education and often outside of LSU. We are seeing increased interest from students who complete the specialization in continuing their education in a terminal degree program.

Given the tuition exemption that is currently offered to LSU AgCenter employees, the requirement of a Master's degree for extension employees to promote from associate agent to agent, and/or the requirement of a Ph.D. degree for more advancement opportunities, we plan to continuously recruit from the pool of AgCenter employees as well as agriculture teachers who do not hold an advanced degree. Current enrollments in the graduate concentrations in agricultural and extension education are strong and meet the Board of Regents' completer threshold. Enrollment is projected to grow as a result of the proposed reorganization.

2. Review of Business Plan

Because this is a name change replacing the School of Human Resource Education and Workforce Development's agricultural, extension, and adult education programs, no new faculty members will be necessary to initiate the proposed reorganization. The current faculty are already carrying the workload of the programs. No additional library and other special resources

will be required because the agricultural and extension education graduate programs are not new to the university. Current library materials have been purchased to support this program. The M.S. and Ph.D. programs will be jointly administered within the College of Agriculture's Department of Agricultural and Extension Education and Evaluation and the Graduate School. Current administration will not change. There are currently lines for six graduate assistantships in the AEEE department that can be assigned to either Master's or Ph.D. students. There is also one graduate scholarship and one graduate fellowship that could supplement additional graduate student funding. These funding mechanisms will not change with the proposed degree name change.

3. Review of Documents Related to Referenced Matter

The following documents are on file with the LSU Office of Academic Affairs:

- Memo from the Office of Academic Affairs addressing the Board of Regents' suggested adjustments to initial request
- A Board of Regents' Request for Authority to Offer a New Degree Program form

4. Certification of Compliance with Article VII, Section 9, Paragraph C 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 move the existing graduate concentrations in agricultural and extension education from the School of Human Resource Education & Workforce Development to the M.S. and Ph.D. in Agriculture and Extension Education in the College of Agriculture.



**Request from LSU A&M for Approval to Convert the John P. Laborde
Endowed Chair in Energy Law to 4 Professorships and 10 Superior
Graduate Student Scholarships**

To: Members of the Board of Supervisors

Date: January 27, 2017

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 convert the John P. Laborde Endowed Chair in Energy Law established in 2012 in the Paul M. Hebert Law Center to 4 new endowed professorships and 10 new endowed superior graduate student scholarships. The chair has not been filled for over three years despite two national searches. The Paul M. Hebert Law Center has obtained donor consent to convert the endowed chair to the following endowed professorships and endowed superior graduate student scholarships:

- John P. Laborde Professorship #1 (\$250,000)
- John P. Laborde Professorship #2 (\$250,000)
- John P. Laborde Professorship #3 (\$250,000)
- John P. Laborde Professorship #4 (\$250,000)
- John P. Laborde Superior Graduate Student Scholarship #1 (\$100,000)
- John P. Laborde Superior Graduate Student Scholarship #2 (\$100,000)
- John P. Laborde Superior Graduate Student Scholarship #3 (\$100,000)
- John P. Laborde Superior Graduate Student Scholarship #4 (\$100,000)
- John P. Laborde Superior Graduate Student Scholarship #5 (\$100,000)
- John P. Laborde Superior Graduate Student Scholarship #6 (\$100,000)
- John P. Laborde Superior Graduate Student Scholarship #7 (\$100,000)
- John P. Laborde Superior Graduate Student Scholarship #8 (\$100,000)
- John P. Laborde Superior Graduate Student Scholarship #9 (\$100,000)
- John P. Laborde Superior Graduate Student Scholarship #10 (\$100,000)

2. Review of Documents Related to Referenced Matter

A memo of request from LSU A&M and confirmation of donor consent are on file with the LSU Office of Academic Affairs.

3. Certification of Compliance with Article VII, Section 9, Paragraph C 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 LSU Board of Supervisors does hereby approve the request from LSU A&M to convert the John P. Laborde Endowed Chair in Energy Law to the John P. Laborde Professorship #1, #2, #3, and #4, and the John P. Laborde Superior Graduate Student Scholarship #1, #2, #3, #4, #5, #6, #7, #8, #9, and #10, subject to approval by the Louisiana Board of Regents.



Request from LSU A&M for Approval to Convert 7 Endowed Professorships to Endowed Superior Graduate Student Scholarships

To: Members of the Board of Supervisors

Date: January 27, 2017

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 accordance with Section VI.A. of the Endowed Superior Graduate Student Scholarships subprogram policy of the Board of Regents Support Fund, requests may be made to the Board of Regents (with donor consent) to convert previously matched endowed professorships to endowed superior graduate student scholarships on a non-competitive, non-punitive basis.

a) Mary Lou Applewhite Distinguished Fellowship:

The Dr. Mary Lou Applewhite Distinguished Professorship in Biological Sciences #2 was established in March 2008 and state matched in June 2014. The College of Science has obtained donor consent to convert the endowed professorship to the following endowed superior graduate student scholarship: Mary Lou Applewhite Distinguished Fellowship.

b) Scott and Susan Brodie Fellowship:

The Scott and Susan Brodie Professorship in Physics and Astronomy was established in December 2008 and state matched in June 2013. The College of Science has obtained donor consent to convert the endowed professorship to the following endowed superior graduate student scholarship: Scott and Susan Brodie Fellowship in Physics and Astronomy.

c) Dr. Richard Bruch Fellowship:

The Dr. Richard Bruch Distinguished Professorship in Biological Sciences was established in December 2010 and state matched in June 2015. The College of Science has obtained donor consent to convert the endowed professorship to the following endowed superior graduate student scholarship: Dr. Richard Bruch Fellowship in Biological Sciences.

d) Houston Energy, L.P. Graduate Student Scholarship:

The Houston Energy, L.P. Distinguished Professorship was established in April 2007 and state matched in July 2007. The College of Science has obtained donor consent to convert

the endowed professorship to the following endowed superior graduate student scholarship in the Department of Geology and Geophysics: Houston Energy, L.P. Graduate Student Scholarship.

e) Mary Jo Klosterman Superior Graduate Student Scholarship:

LSU A&M is requesting approval to convert the Mary Jo Klosterman Professorship in Geology and Geophysics from the College of Science to a new endowed superior graduate student scholarship. The Mary Jo Klosterman Professorship was established in December 2007 and state matched in July 2008. The College of Science has obtained donor consent to convert the endowed professorship to the following endowed superior graduate student scholarship: Mary Jo Klosterman Superior Graduate Student Scholarship.

f) Mary Jo Klosterman Superior Graduate Student Scholarship #2:

The Mary Jo Klosterman Professorship #2 was established in 2012 based on donations totaling \$60,000 but the professorship currently remains unmatched. It has been determined the funds would be more beneficial to the Department of Geology and Geophysics as an Endowed Superior Graduate Student Scholarship and the conversion of this professorship to the Mary Jo Klosterman Superior Graduate Student Scholarship #2 is being sought. Upon Board of Supervisors approval, match will be sought in the Endowed Superior Graduate Student Scholarships subprogram.

g) Dr. Calvin C. Mattax Fellowship:

The Dr. Calvin C. Mattax Professorship in Chemistry was established in March 2010 and state matched in June 2014. The College of Science has obtained donor consent to convert the endowed professorship to the following endowed superior graduate student scholarship: Dr. Calvin C. Mattax Fellowship in Chemistry.

2. Review of Documents Related to Referenced Matter

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

3. Certification of Compliance with Article VII, Section 9, Paragraph C 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 convert each of the following Endowed Professorships to Endowed Superior Graduate Student Scholarships, subject to approval by the Louisiana Board of Regents:

- a) Dr. Mary Lou Applewhite Distinguished Professorship in Biological Sciences #2 to the Mary Lou Applewhite Distinguished Fellowship
- b) Scott and Susan Brodie Professorship to the Scott and Susan Brodie Fellowship
- c) Dr. Richard Bruch Distinguished Professorship to the Dr. Richard Bruch Fellowship
- d) Houston Energy, L.P. Distinguished Professorship to the Houston Energy, L.P. Graduate Student Scholarship
- e) Mary Jo Klosterman Professorship to the Mary Jo Klosterman Superior Graduate Student Scholarship
- f) Mary Jo Klosterman Professorship #2 to the Mary Jo Klosterman Superior Graduate Student Scholarship #2
- g) Dr. Calvin C. Mattax Professorship to the Dr. Calvin C. Mattax Fellowship



Request from LSU Eunice to Establish 2 Endowed Two-Year Student Workforce Scholarships

To: Members of the Board of Supervisors

Date: January 27, 2017

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 Board of Regents competitive Board of Regents Support Fund (BoRSF) Endowed: Two-Year Student Workforce Scholarships subprogram provides scholarship opportunities for students on two-year campuses to enter the Louisiana workforce in the following ways: (a) train students for immediate entrance into selected, high-demand, four- and five-star jobs, including positions in nursing and allied health; and/or (b) prepare students to become job-ready in STEM fields after completing degrees on four-year campuses. Non-State contributions combined with a BoRSF match will produce permanent endowments.

a) Maci Breaux Memorial Scholarship

Contributions have been made to establish the Maci Breaux Memorial Scholarship for students in Allied Health and Radiologic Technology at LSU Eunice.

b) Nunez/Holbrook Family Scholarship

Contributions have been made to establish the Nunez/Holbrook Family Scholarship for students majoring in STEM programs at LSU Eunice.

2. Review of Documents Related to Referenced Matter

A memo from the LSU Eunice Chancellor's Office requesting the establishment of the Maci Breaux Memorial Scholarship and the Nunez/Holbrook Family Scholarship is on file in the LSU Office of Academic Affairs.

3. Certification of Compliance with Article VII, Section 9, Paragraph C 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 Eunice to establish the following endowed Two-Year Student Workforce Scholarships, subject to approval by the Louisiana Board of Regents:

- a) Maci Breaux Memorial Scholarship
- b) Nunez/Holbrook Family Scholarship; and

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 obtain the matching gift and otherwise complete the establishment of the following Endowed Scholarships for Two-Year Workforce at LSU Eunice:

- a) Maci Breaux Memorial Scholarship
- b) Nunez/Holbrook Family Scholarship



**Request from LSU Health Sciences Center – New Orleans for Approval
to Establish 5 Endowed Professorships**

To: Members of the Board of Supervisors

Date: January 27, 2017

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 Board of Regents Support Fund (BoRSF) Endowed Professorships Subprogram is a non-competitive program designed to help campuses recruit or retain faculty whose research, teaching, and/or public service uniquely contribute to the mission of their departments and institutions. Participation requires a contribution of at least \$60,000 from an external source, to be matched with \$40,000 from the BoRSF. Each four-year campus is guaranteed, but not necessarily restricted to, two professorships per year provided that required external contributions are raised and documented. LSU Health Sciences Center – New Orleans is requesting approval to establish the 5 following endowed professorships to seek BoRSF matching funds:

- a) Richard A. Culbertson Professorship
- b) Susan M. Leary and Richard A. Culbertson Professorship
- c) Cheuk Family Professorship in Comprehensive Dentistry No. 2
- d) Horatio Reily Professorship in Urology
- e) Brian P. Jakes, Sr. Professorship of Rural Healthcare

2. Review of Documents Related to Referenced Matter

A memo from the LSU Health Sciences Center – New Orleans Chancellor’s Office requesting the establishment of the professorships is on file in the LSU Office of Academic Affairs.

3. Certification of Compliance with Article VII, Section 9, Paragraph C 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 Health Sciences Center – New Orleans to establish each of the following endowed professorships, subject to approval by the Louisiana Board of Regents:

- a) Richard A. Culbertson Professorship
- b) Susan M. Leary and Richard A. Culbertson Professorship
- c) Cheuk Family Professorship in Comprehensive Dentistry No. 2
- d) Horatio Reily Professorship in Urology
- e) Brian P. Jakes, Sr. Professorship of Rural Healthcare; and

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 obtain matching gifts and otherwise complete the establishment of each of the following endowed professorships:

- a) Richard A. Culbertson Professorship
- b) Susan M. Leary and Richard A. Culbertson Professorship
- c) Cheuk Family Professorship in Comprehensive Dentistry No. 2
- d) Horatio Reily Professorship in Urology
- e) Brian P. Jakes, Sr. Professorship of Rural Healthcare



**Request from LSU Health Sciences Center – New Orleans to Establish 7
Endowed Superior Graduate Student Scholarships**

To: Members of the Board of Supervisors

Date: January 27, 2017

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 Board of Regents Support Fund (BoRSF) Endowed Superior Graduate Student Scholarships Subprogram matches non-State contributions of at least \$60,000 with \$40,000 from the BoRSF to create endowed scholarships that may be used in support of graduate and first-professional students as well as post-doctoral fellows. Higher levels of endowment, in minimum increments of \$60,000, may be matched with additional \$40,000 contributions from the Support Fund. The initial corpus of the endowment must remain intact, while income above the corpus may be used to benefit the student recipient in the form of scholarships, fellowships, and/or experiential opportunities, including internships, externships, conference travel, and field work. LSU Health Sciences Center – New Orleans is requesting approval to establish the 7 following Endowed Superior Graduate Student Scholarships to seek BoRSF matching funds:

- a) The David Louis Autin MD Scholarship Fund
- b) Linda Cao and Phuong Nguyen Scholarship in Pediatric Dentistry
- c) Alliance to the Louisiana Dental Association Scholarship in Dentistry
- d) Williams and Sarah Pelon Scholarship in Dentistry
- e) Committee of 100 Scholarship in Dentistry
- f) Thomas E. McNeely Scholarship in Dentistry
- g) Drs. William G. '64 and Hannelore H. '63 Giles Scholarship Fund

2. Review of Documents Related to Referenced Matter

A memo from the LSU Health Sciences Center – New Orleans Chancellor's Office requesting the establishment of these 7 scholarships is on file in the LSU Office of Academic Affairs.

3. Certification of Compliance with Article VII, Section 9, Paragraph C 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 Health Sciences Center – New Orleans to establish each of the following Endowed Superior Graduate Student Scholarships, subject to approval by the Louisiana Board of Regents:

- a) The David Louis Autin MD Scholarship Fund
- b) Linda Cao and Phuong Nguyen Scholarship in Pediatric Dentistry
- c) Alliance to the Louisiana Dental Association Scholarship in Dentistry
- d) Williams and Sarah Pelon Scholarship in Dentistry
- e) Committee of 100 Scholarship in Dentistry
- f) Thomas E. McNeely Scholarship in Dentistry
- g) Drs. William G. '64 and Hannelore H. '63 Giles Scholarship Fund; and

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 obtain matching gifts and otherwise complete the establishment of each of the following Endowed Superior Graduate Student Scholarships:

- a) The David Louis Autin MD Scholarship Fund
- b) Linda Cao and Phuong Nguyen Scholarship in Pediatric Dentistry
- c) Alliance to the Louisiana Dental Association Scholarship in Dentistry
- d) Williams and Sarah Pelon Scholarship in Dentistry
- e) Committee of 100 Scholarship in Dentistry
- f) Thomas E. McNeely Scholarship in Dentistry
- g) Drs. William G. '64 and Hannelore H. '63 Giles Scholarship Fund



**Request from LSU Health Sciences Center – Shreveport to Establish the
Medical Center Clinics Endowed Chair in Graduate Medical
Education**

To: Members of the Board of Supervisors

Date: January 27, 2017

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 Board of Regents Support Fund (BoRSF) for Endowed Chairs for Eminent Scholars Program provides competitive matching dollars to campuses to create endowed chairs which will provide academic and mission enhancement of the respective campus as well as contribute to the economic development of Louisiana. Non-State contributions combined with a BoRSF match will produce permanent endowments.

A contribution has been made to establish the Medical Center Clinics Endowed Chair in Graduate Medical Education in the School of Medicine at the LSU Health Sciences Center in Shreveport, subject to available matching funds from the Board of Regents.

2. Review of Documents Related to Referenced Matter

A memo from the LSU Health Sciences Center Chancellor's Office requesting the establishment of the Medical Center Clinics Endowed Chair in Graduate Medical Education is on file in the LSU Office of Academic Affairs.

**3. Certification of Compliance with Article VII, Section , Paragraph C 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 Health Sciences Center in Shreveport to establish the Medical Center Clinics Endowed Chair in Graduate Medical Education, subject to approval by the Louisiana Board of Regents; and

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 obtain the matching gift and otherwise complete the establishment of the Medical Center Clinics Endowed Chair in Graduate Medical Education.



**Request from Pennington Biomedical Research Center for Approval to
Convert the John S. McIlhenny Endowed Chair in Health Wisdom to
the John S. McIlhenny Endowed Postdoctoral Fellowship**

To: Members of the Board of Supervisors

Date: January 27, 2017

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 2003, the Coypu Foundation Trust endowed the John S. McIlhenny Endowed Chair in Health Wisdom at Pennington Biomedical Research Center. Since the John S. McIlhenny Endowed Chair in Health Wisdom became vacant in the fall of 2013, two important developments have occurred. In the fall of 2014, the Board of Regents expanded the Board of Regents Support Fund (BoRSF) beyond the traditional endowed professorship and chair program to include an endowed graduate student scholarships subprogram that extends to post-doctoral fellowships. With the approval of the donor and the higher education institution, the Regents will allow existing chairs or professorships to be converted to an endowed postdoctoral fellowship. In October 2016, the Pennington Biomedical External Advisory Board met and advised the Center that it needed to expand the number of postdoctoral fellows at the Center in order to enhance faculty productivity. As a result, the Pennington Biomedical Research Foundation asked the Coypu Foundation Trust to authorize and approve the conversion of the John S. McIlhenny Endowed Chair in Health Wisdom to the John S. McIlhenny Endowed Postdoctoral Fellowship. The Coypu Foundation Trust approved the Foundation's request at its Board of Trustees meeting on December 20, 2016.

2. Review of Documents Related to Referenced Matter

The following documents are on file in the LSU Office of Academic Affairs:

- Memo of request for the conversion from the Pennington Biomedical Research Center Executive Director's Office
- Letter from Co-Trustee of the Coypu Foundation Trust confirming the Board of Trustees approval of the conversion

3. Certification of Compliance with Article VII, Section 9, Paragraph C 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 Pennington Biomedical Research Center to convert the John S. McIlhenny Endowed Chair in Health Wisdom to the John S. McIlhenny Endowed Postdoctoral Fellowship, subject to approval by the Louisiana Board of Regents.



Request from LSU Eunice to Establish a Fixed “Dining Allowance” Fee For All Students Enrolled in 6 or More Semester Credit Hours.

To: Members of the Board of Supervisors

Date: January 20, 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.12. Other Significant Matters. Such other matters that are not expressly delegated herein or hereafter by the Board to the President or a Chancellor and which reasonably should be considered to require Board approval as generally defined above, or which the Board hereafter determines to require Board approval.

1. Summary of the Matter

In the fall of 2015, LSU Eunice (LSUE) conducted a planning exercise to assess LSUE’s current position in Louisiana’s higher education marketplace and to plan for its future growth. During this planning process, LSUE received feedback from all of its stakeholders including specific focus groups comprised of faculty, staff, students, alumni, friends and donors. In response to stakeholder review and to alleviate further enrollment instability, LSUE implemented a variety of strategies to increase recruitment and retention efforts, to create new opportunities/partnerships for academic programs in nursing and health sciences, and to more seamlessly integrate LSUE with the flagship and Alexandria campuses. These new initiatives coupled with the launch of the LSU Pathways Program resulted in a 16% increase in enrollment and 100% occupancy of on-campus residential facilities in Fall 2016.

While enrollment growth is positive, LSUE must sustain academic and student support services worthy and reflective of LSU. A key component to student success is access to quality dining services for both residential and commuter students. LSUE dining facilities have not been renovated or updated since opening in the Acadian Center in 1971.

LSUE has determined that the most cost-effective option for upgrading on-campus dining services is through the existing contract LSU A&M has with Chartwells. To help offset the cost of renovation and to expand dining options, hours and services to all students, LSUE must generate additional revenue. LSUE is proposing the establishment of a fixed “dining allowance” fee of \$175 per semester for all students enrolled in 6 hours or more beginning with the Fall 2017 semester. All dual enrollment and 100% online students will be exempt from the compulsory allowance. The additional revenue generated from the dining allowance will allow Chartwells (within the parameters of the LSU A&M master contract) to complete a major renovation of the current dining area and would include the construction of a new coffee shop/convenience store within the Acadian Center.

In addition, this proposal has the unanimous support of LSUE’s Student Government Association.

2. Review of Business Plan

The additional revenue generated from the new fixed “dining allowance” fee of \$175 per semester for all students coupled with funds received from mandatory meal plans for residential students would

provide the necessary revenue stream to fund enhanced and expanded dining services for all LSUE students, faculty and staff.

LSUE's inclusion in the master contract with LSU A&M and Chartwells ending in FY 2022 would provide the following benefits:

1. Generate rent revenue to LSUE: \$176,000 over 5 years
2. Provide \$815,000 in up front renovation funding and \$45,000 for opening costs from Chartwells
3. Provide \$50,000 over 5 years in catering/meal plans
4. Provide \$54,383 over 5 years for repair/replacement costs for equipment
5. Create the necessary dining services infrastructure for the potential expansion of residential housing facilities at LSUE

*At the end of five years, the contract would include a provision for Chartwells (or a new dining services provider) to purchase and/or amortize a \$450,000 overhang from the LSUE addendum.

3. Fiscal Impact

The implementation of the \$175/semester dining services allowance would produce the necessary revenue for LSUE to join the LSU A&M contract with Chartwells. This action would immediately save LSUE approximately \$40,000 per year (\$200,000 over 5 years) which is the current annual cost for dining services with ABL Food Services Management. In addition, LSUE would generate \$176,000 over five years in rental income. When combined with the savings from cancellation of the ABL dining services contract, LSUE will generate approximately \$376,000 in net revenue over the life of this contract.

At the end of the fifth year, LSUE would continue in partnership with LSU A&M and would be included in the public solicitation for a dining services contract effective July 1, 2022.

4. Description of Competitive Process

Not applicable.

5. Review of Legal Documents

Not applicable.

6. Parties of Interest

LSUE students, faculty and staff

7. Related Transactions

Not applicable.

8. Conflicts of Interest

Not applicable.

RESOLUTION

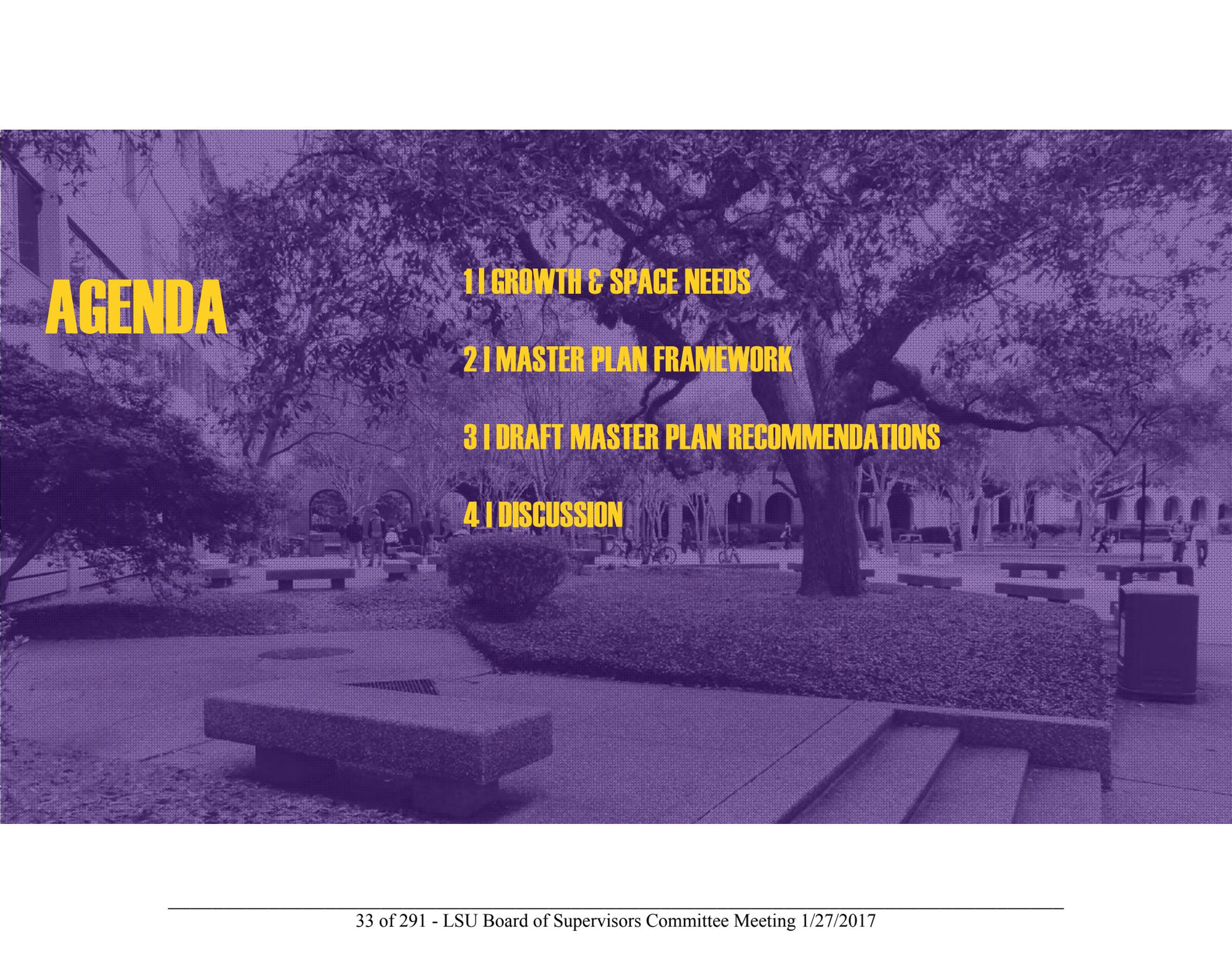
NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the “Board”) does hereby approve the request to establish a fixed dining allowance fee at LSU Eunice beginning with the Fall 2017 semester.

LOUISIANA STATE UNIVERSITY

COMPREHENSIVE & STRATEGIC CAMPUS MASTER PLAN

January, 2017

nbbj | LSU Comprehensive and Strategic Campus Master Planning Team



AGENDA

1 | GROWTH & SPACE NEEDS

2 | MASTER PLAN FRAMEWORK

3 | DRAFT MASTER PLAN RECOMMENDATIONS

4 | DISCUSSION

WHERE WE ARE IN THE PROCESS

PHASE 1		PHASE 2		PHASE 3	
DATA COLLECTION, ANALYSIS, NEEDS IDENTIFICATION		CONCEPT DEVELOPMENT & TESTING		FINAL MASTER PLAN DEVELOPMENT & DELIVERY	
<p>1. Project Initiation</p> <p>2. Data Gathering & Analysis</p> <p>3. Preliminary Goals & Needs</p> <p>4. Revised Needs & Big Picture Strategies</p>	<p>Key Phase 1 Outcomes:</p> <ul style="list-style-type: none"> · Master Plan website launch · Stakeholder engagement · Master plan vision · Needs and goals · Campus 3D digital model <p>* Check-Point – seek EOC approval before proceeding</p>	<p>5. Preliminary Options</p> <p>6. Refine Options</p> <p>7. Preferred Concept / Draft Master Plan</p>	<p>Key Phase 2 Outcomes:</p> <ul style="list-style-type: none"> · Options evaluation matrix · Preferred concept / draft master plan · Real estate strategy · Draft defragmentation strategy · Broad brush costs <p>* Check-Point – seek EOC approval before proceeding</p>	<p>8. Draft Master Plan</p> <p>9. Draft Report</p> <p>10. Final Master Plan & Deliverables</p>	<p>Key Phase 3 Outcomes:</p> <ul style="list-style-type: none"> · Comprehensive and Strategic Master Plan · Final report (printed and web version) · Renderings and fundraising material · Master planning website support · 3D digital model, animations · All project files
CONCLUDES MAY 2016		CONCLUDES SEPTEMBER 2016		CONCLUDES MARCH 2017	

MASTER PLAN VISION STATEMENT

Respecting the culture, heritage and diversity of Louisiana State University, this Comprehensive and Strategic Campus Master Plan will provide a practical and flexible framework that sustainably guides and integrates development and capital investment on the campus and in the community over the next decade and beyond. The Master Plan will support LSU's Flagship designation and will reinforce its status as a high performance, contemporary, research and living/learning environment...the Flagship of Flagship Universities.

PLANNING PRINCIPLES

- Connect Campus & Community
- Celebrate Distinct LSU Campus and Context
- High Performance Academic & Research
- Enhance Student Life
- Promote Environmental Stewardship

1 | GROWTH AND SPACE NEEDS

SPACE NEEDS

Growth Assumption: When enrollment reaches 35,565 Students and 235 Faculty are added

Academic

- LSU does not need to increase the number of classrooms to reach enrollment target of 35,565 students
- Increasing classroom utilization from 22 to 30 hours per week will allow classrooms to be taken offline for renovation
- Total academic needs – labs, offices, support - (projected & right sized): ~ 1 million sf

Others ~ 2 million sf

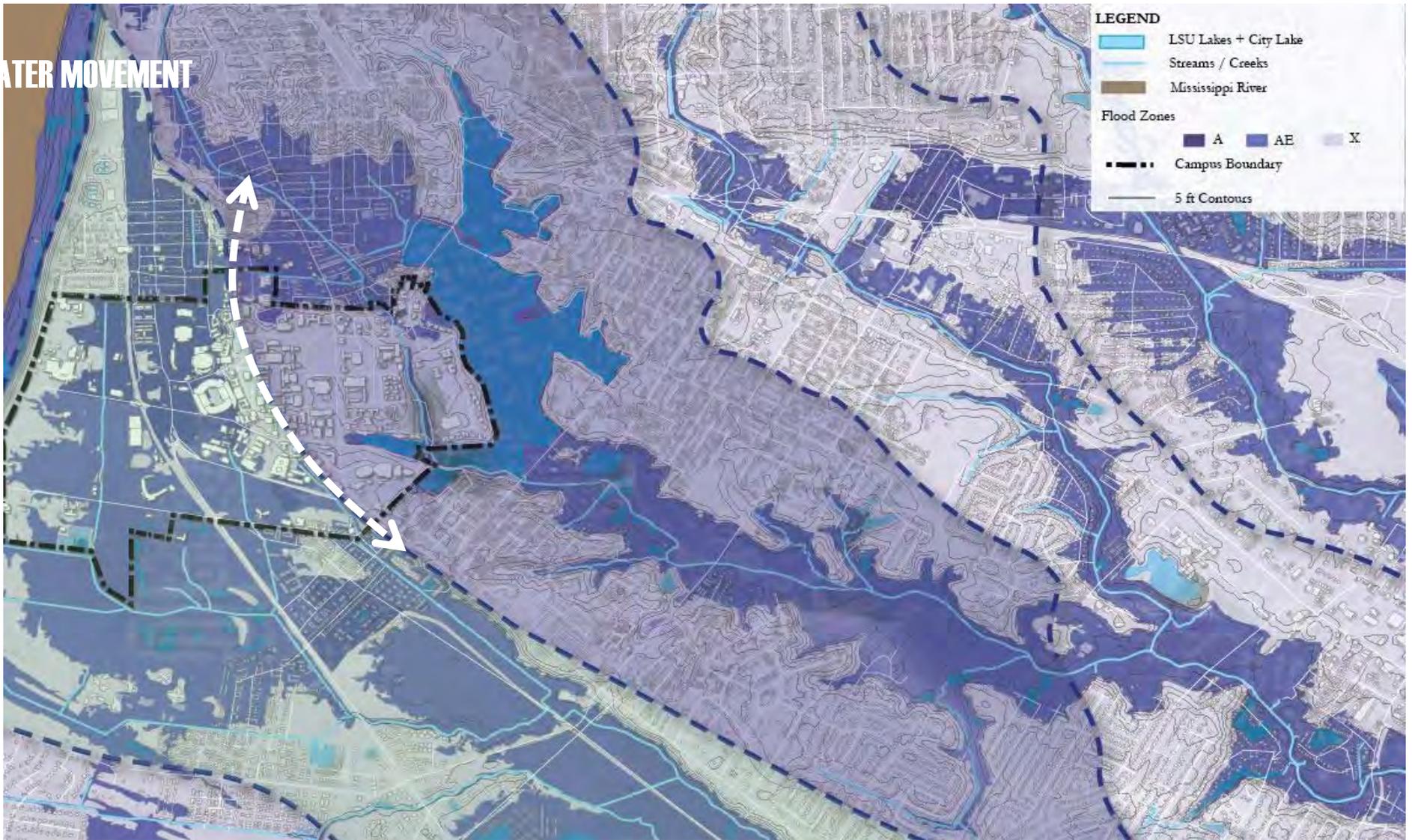
- Residential needs
- Athletic needs
- Student life & dining needs
- Structured parking
- Future growth beyond 10 year threshold

Replacement

- ~ 2 million sf (Middleton, Lockett, etc.)

2 | MASTER PLAN FRAMEWORK

WATER MOVEMENT



ACADEMIC SPINE: Class Schedule Distribution



SELECT SEMESTER

2014 FALL SEMESTER

SELECT COLLEGE

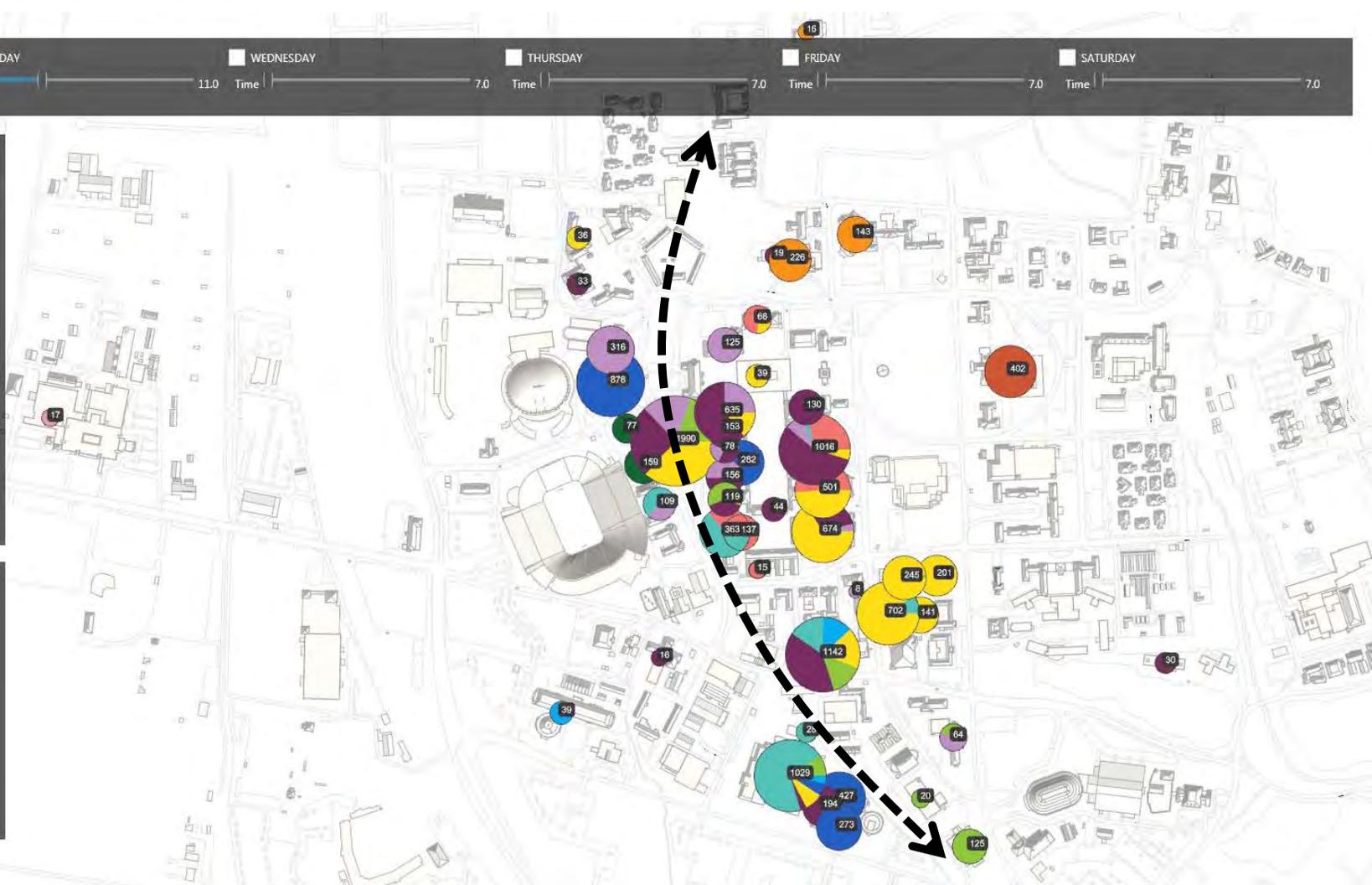
- COLLEGE OF AGRICULTURE
- COLLEGE OF ART & DESIGN
- COLLEGE OF ENGINEERING
- COLLEGE OF HUMAN SCIENCES & EDUCATION
- COLLEGE OF HUMANITIES & SOCIAL SCIENCES
- COLLEGE OF MUSIC & DRAMATIC ARTS
- COLLEGE OF SCIENCE
- LAW CENTER
- Manship SCHOOL OF MASS COMMUNICATION
- OURSO COLLEGE OF BUSINESS
- SCHOOL OF THE COAST & ENVIRONMENT
- SCHOOL OF VETERINARY MEDICINE

TOTAL CLASSROOM OCCUPANCY

TUESDAY

11:00

13700



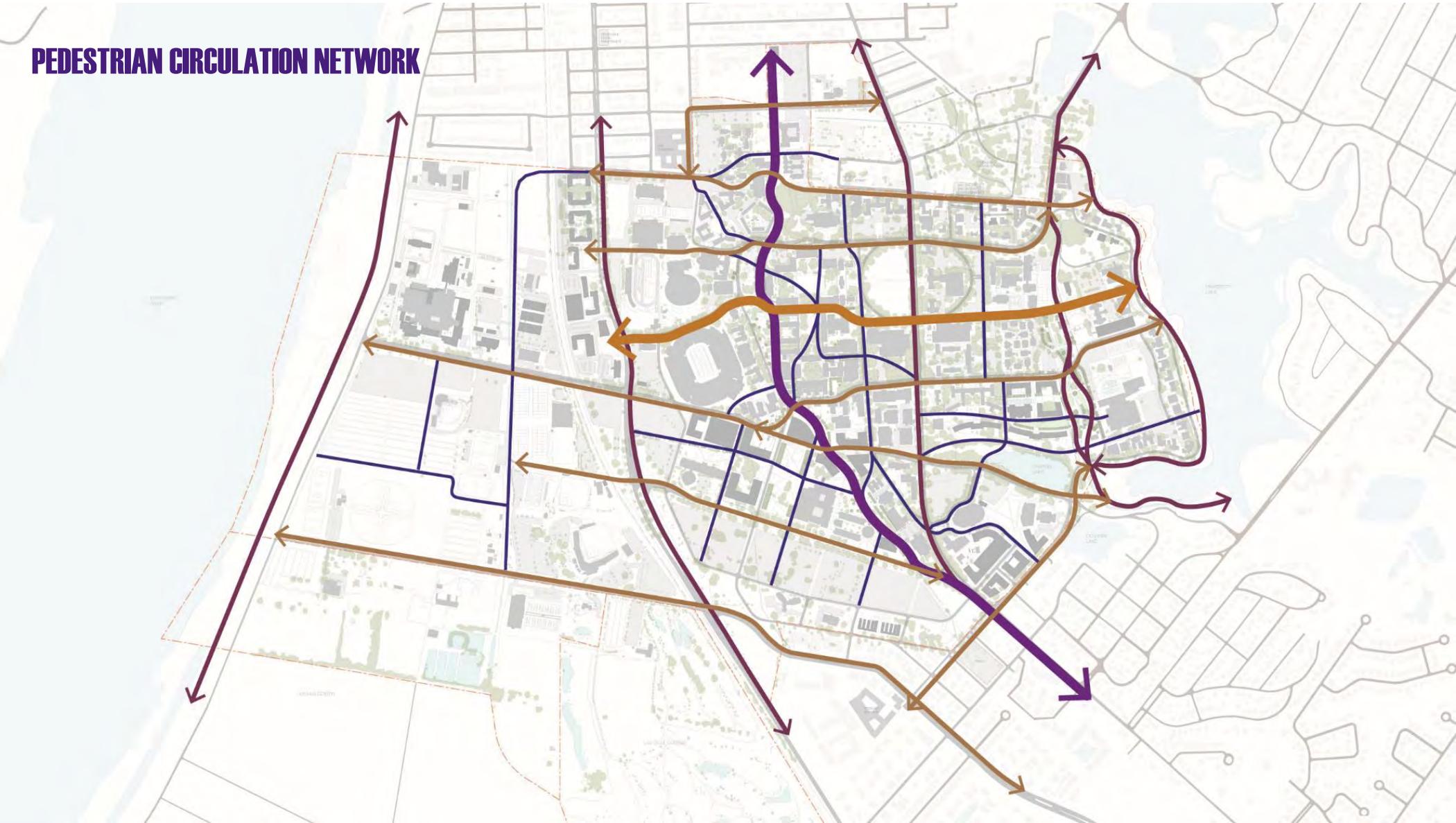
PRIMARY OPEN SPACE SPINES



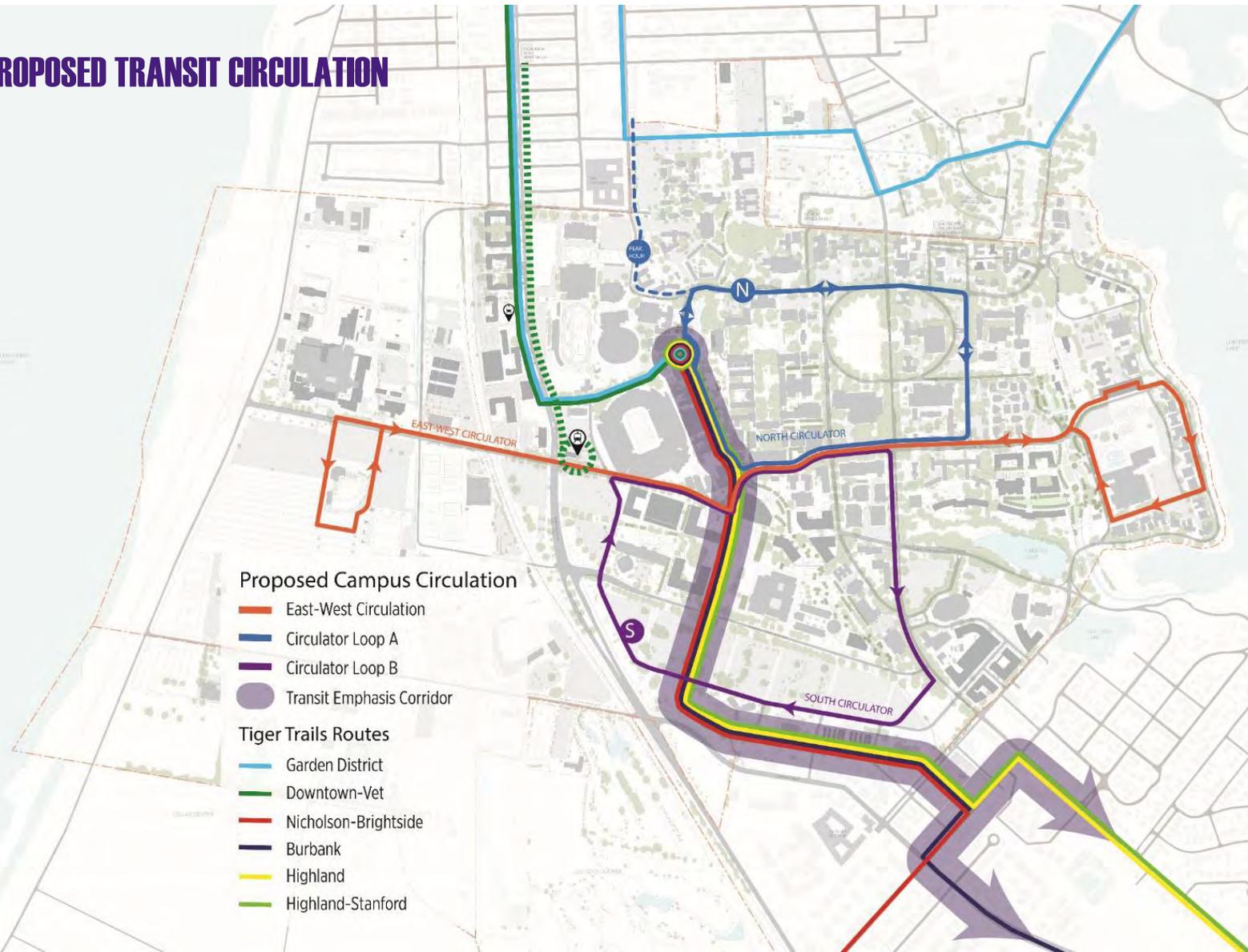
OPEN SPACE FRAMEWORK



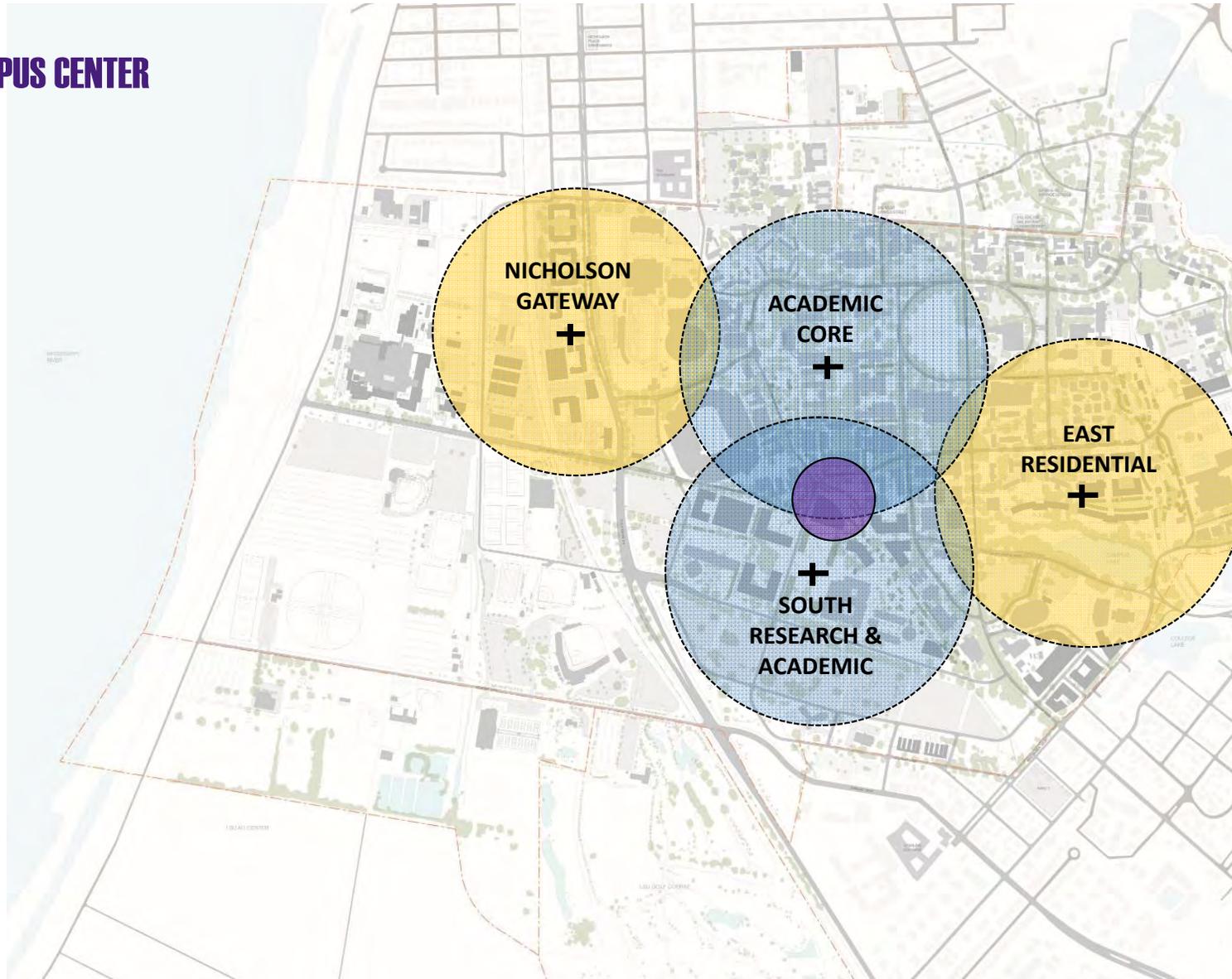
PEDESTRIAN CIRCULATION NETWORK



MOBILITY: PROPOSED TRANSIT CIRCULATION

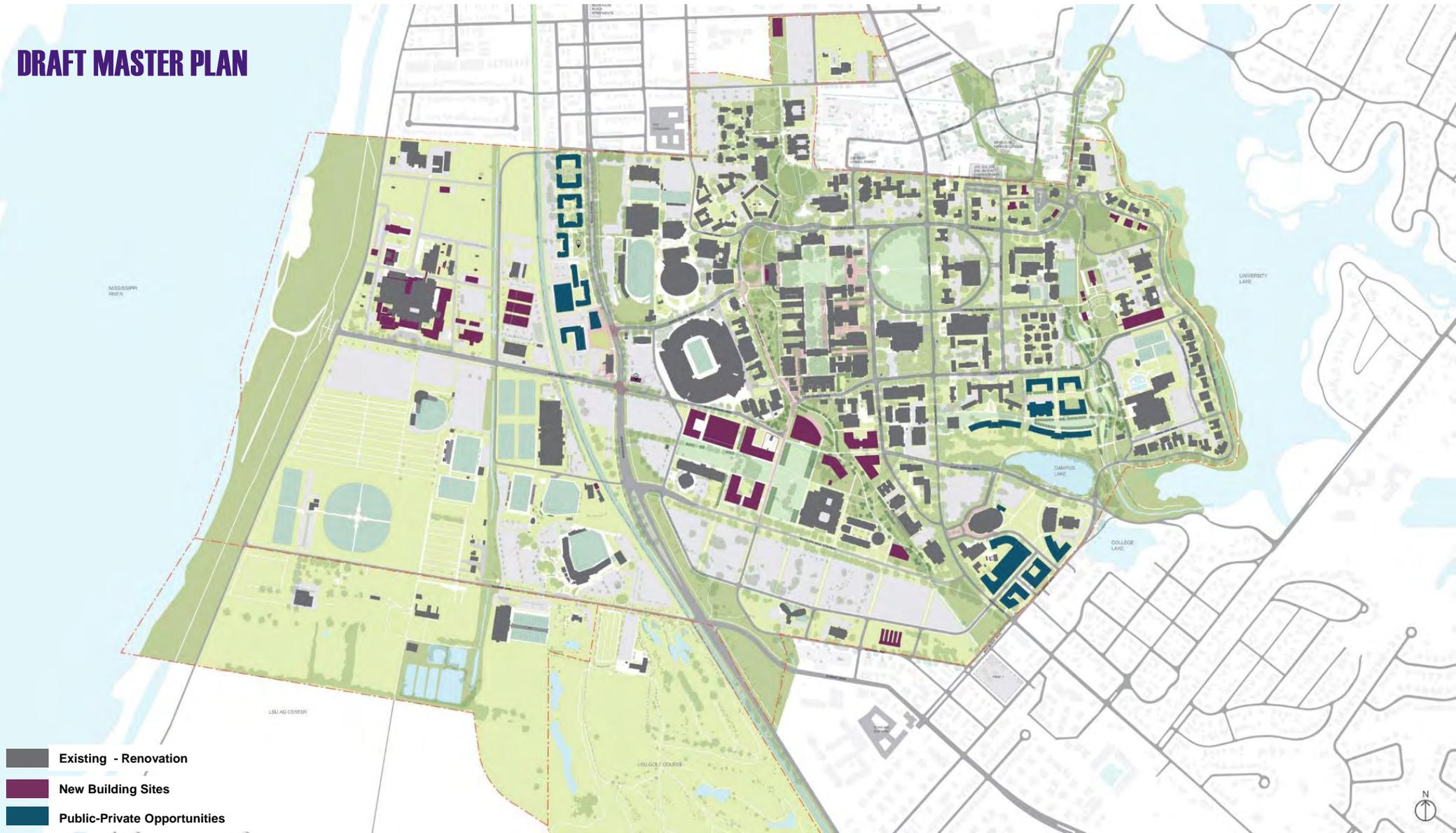


NEW CAMPUS CENTER



3 | DRAFT MASTER PLAN RECOMMENDATIONS

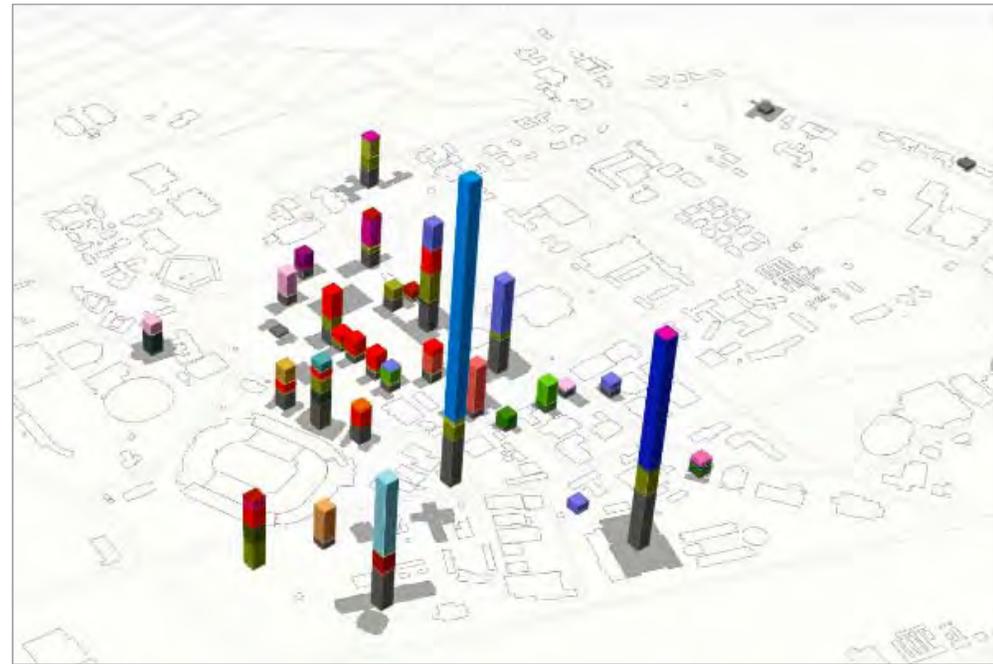
DRAFT MASTER PLAN



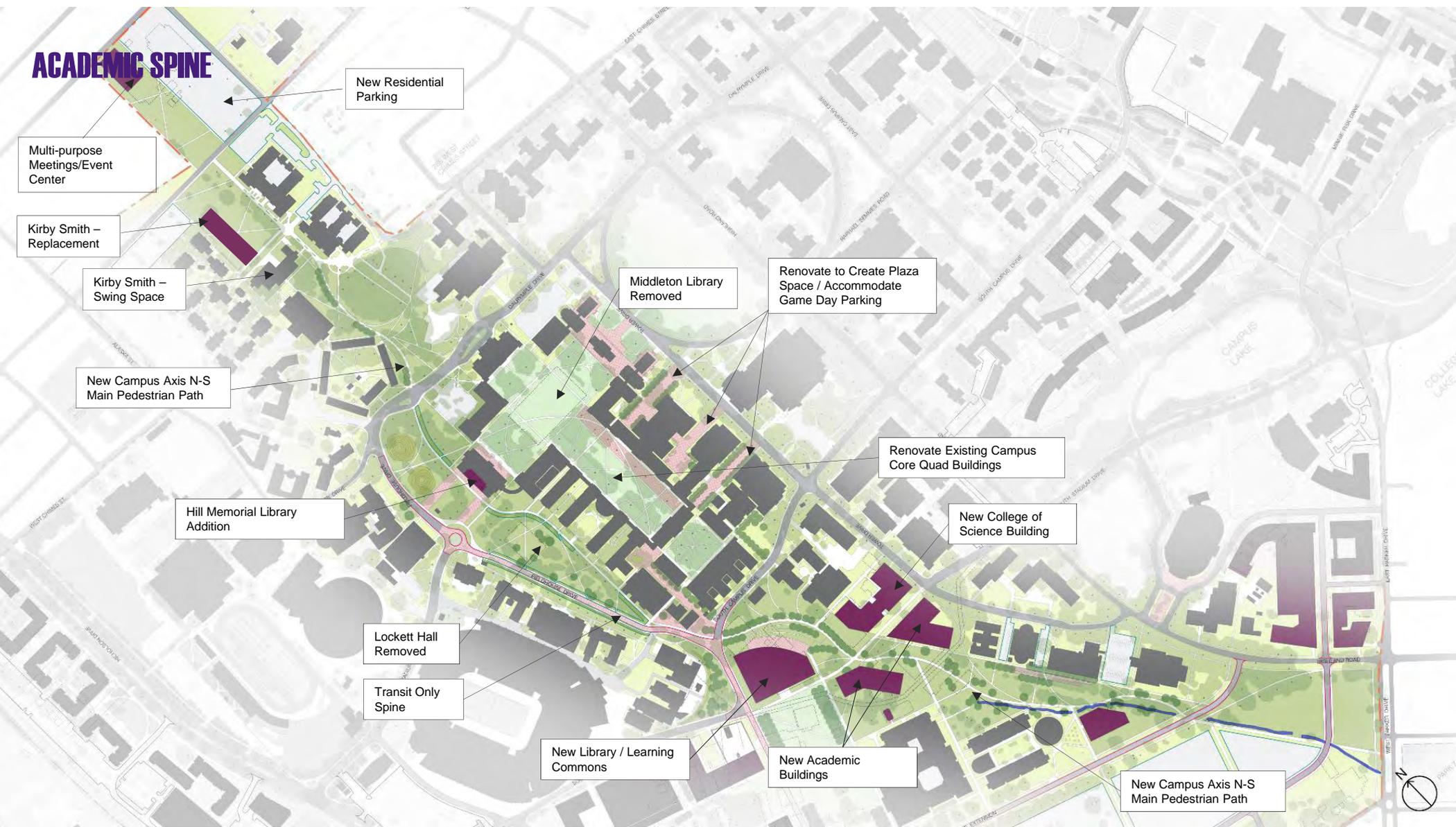
CORE CAMPUS SPACE DEFRAGMENTATION (draft)



Current Condition



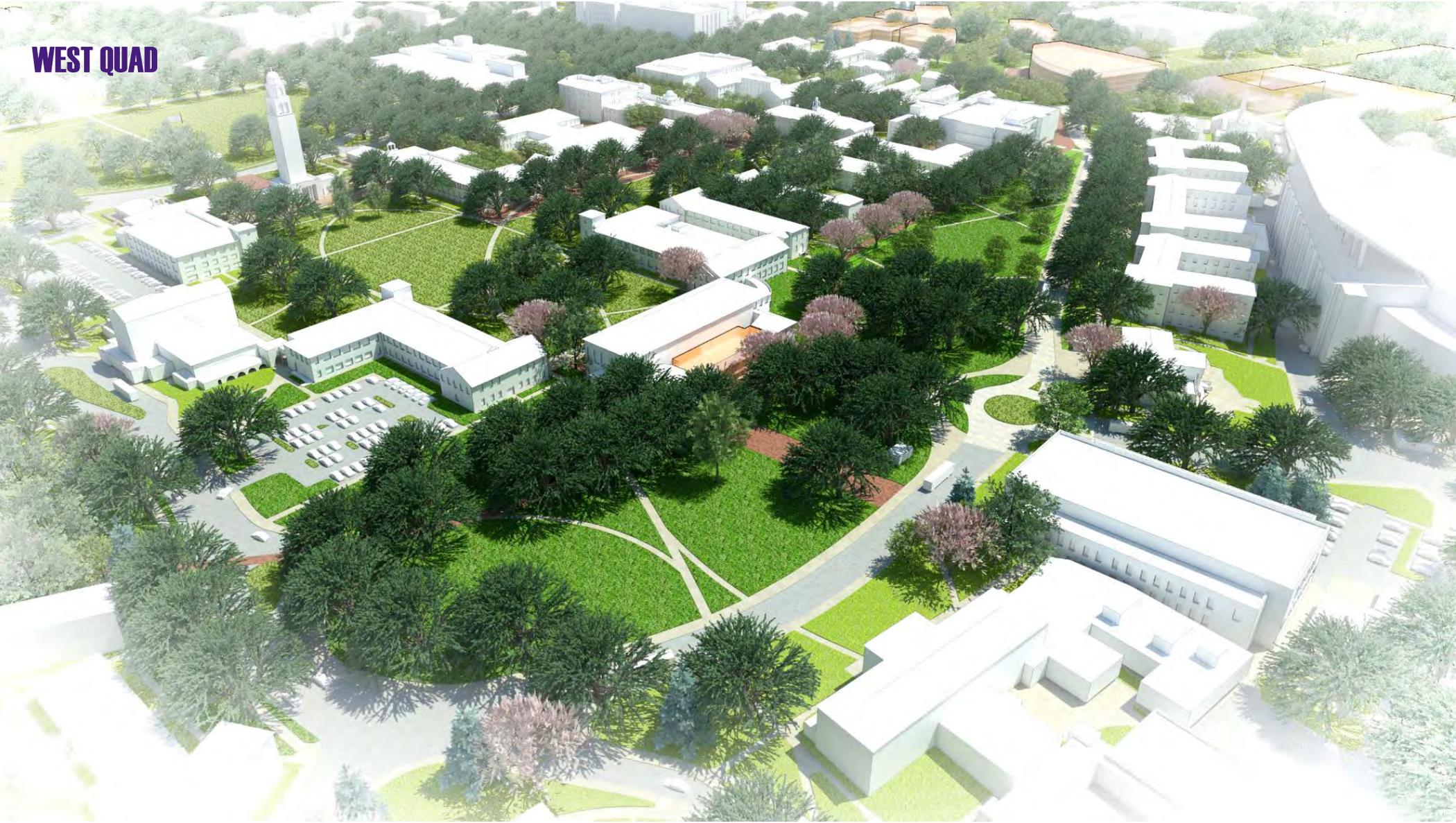
Defragmented Condition



THE "HINGE" (CENTRAL HUB)



WEST QUAD



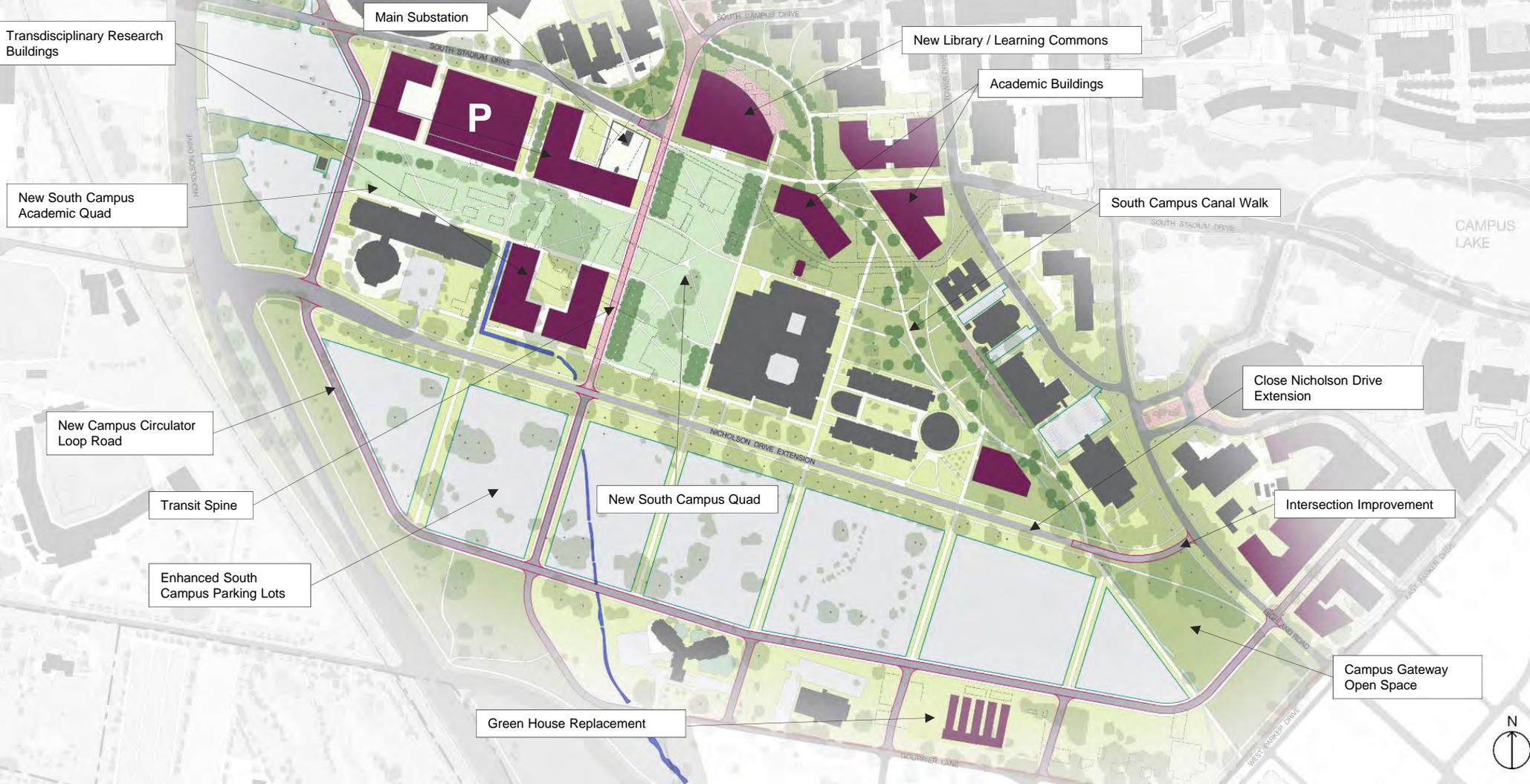
WEST QUAD GAME DAY EXPERIENCE



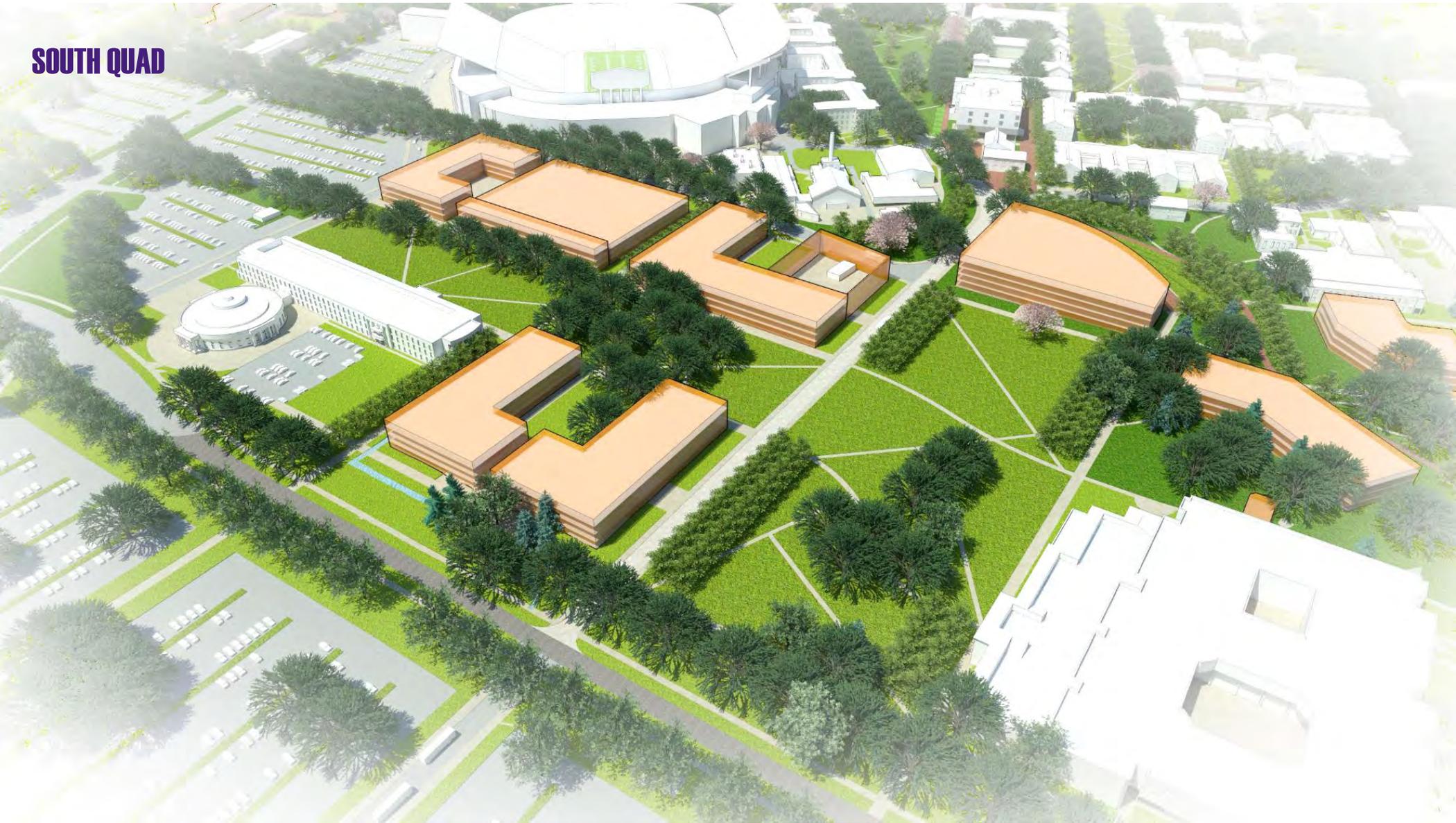
CORE CAMPUS QUAD



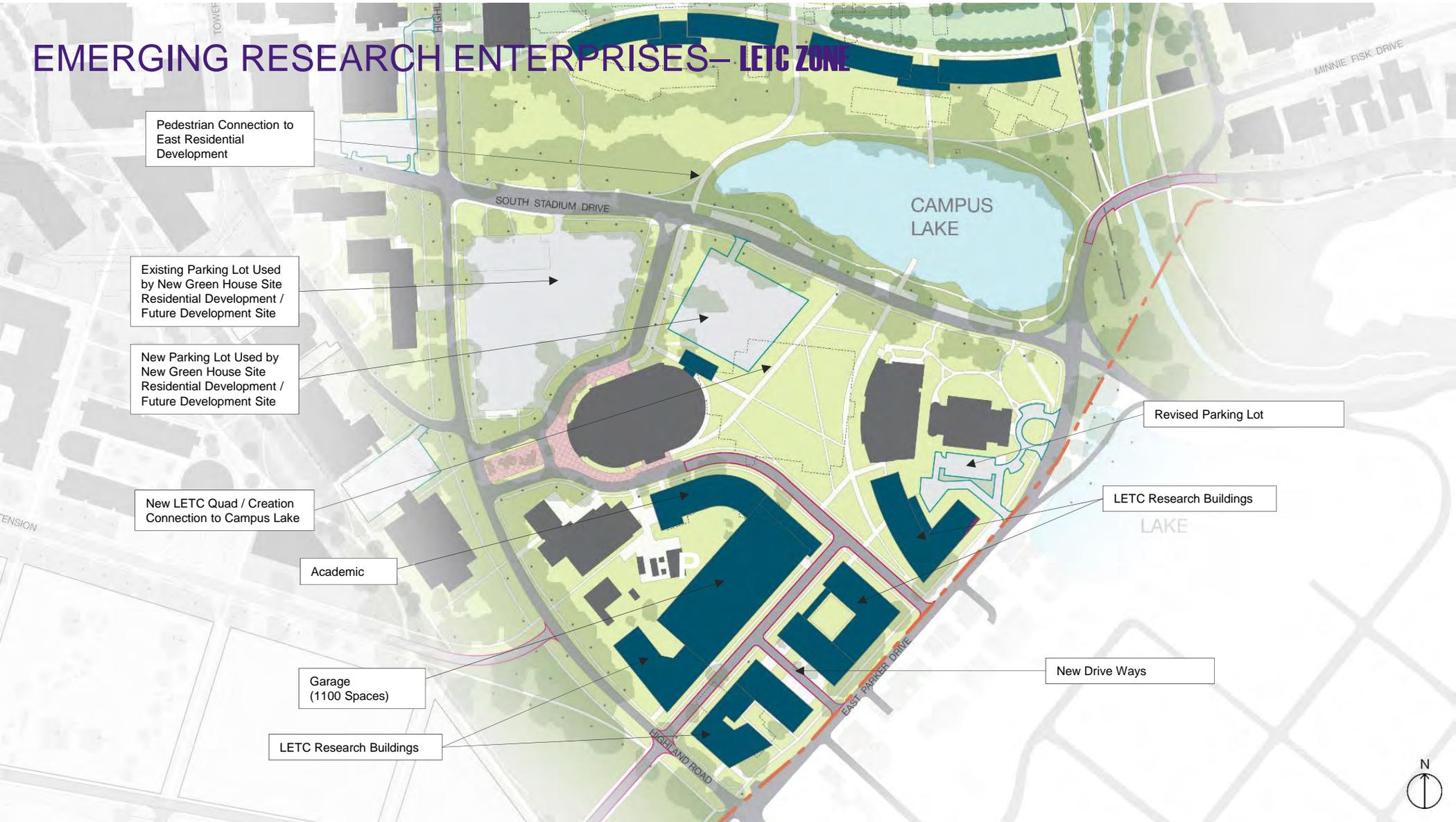
SOUTH ACADEMIC & RESEARCH ZONE



SOUTH QUAD



EMERGING RESEARCH ENTERPRISES— LETC ZONE



Pedestrian Connection to East Residential Development

Existing Parking Lot Used by New Green House Site Residential Development / Future Development Site

New Parking Lot Used by New Green House Site Residential Development / Future Development Site

New LETC Quad / Creation Connection to Campus Lake

Academic

Garage (1100 Spaces)

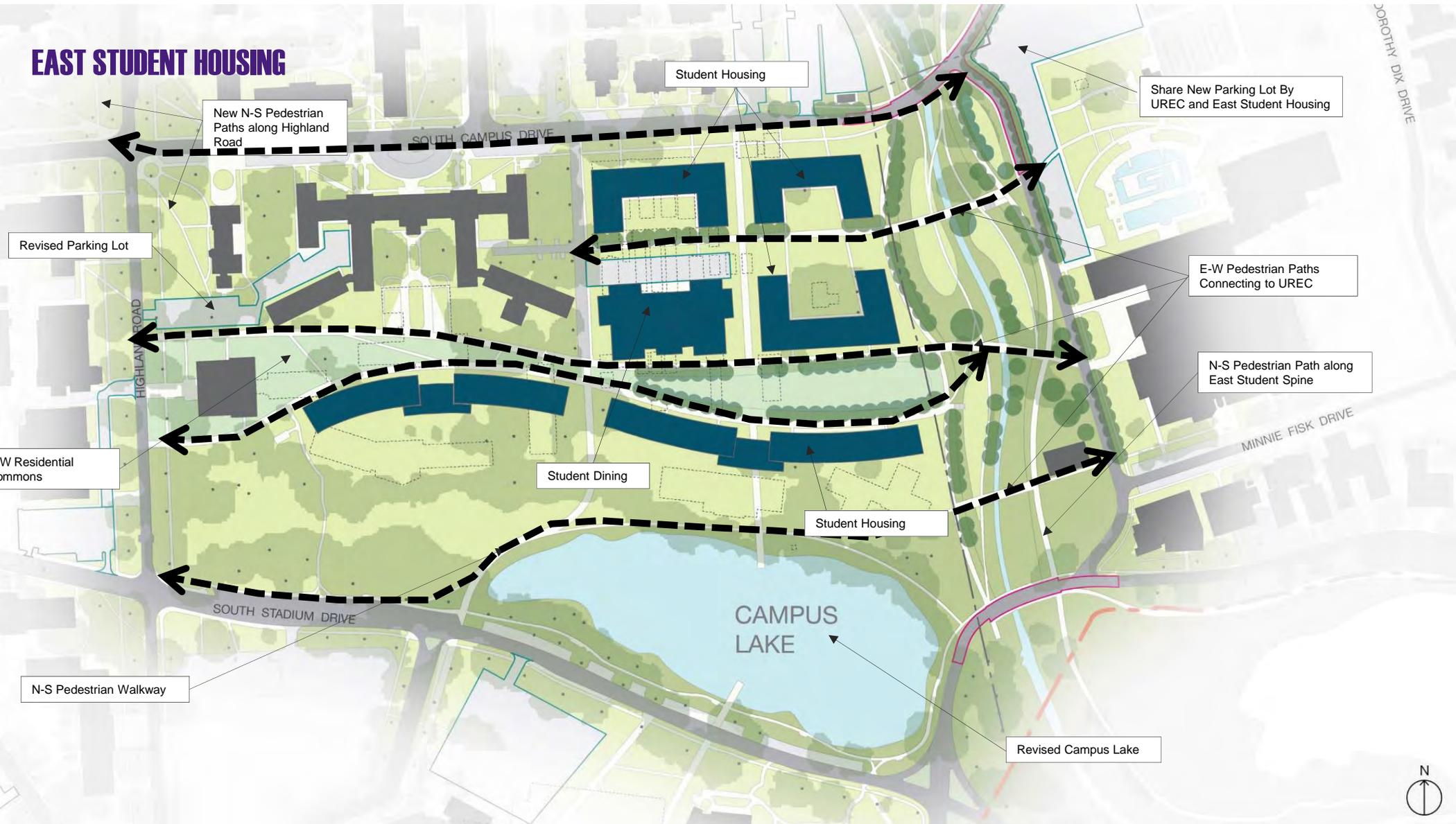
LETC Research Buildings

Revised Parking Lot

LETC Research Buildings

New Drive Ways

EAST STUDENT HOUSING



EAST STUDENT HOUSING



DRAFT MASTER PLAN



FUTURE GROWTH OPPORTUNITY



4 | DISCUSSION



**Request from LSU A&M to
Authorize an Intent to Lease
Agreement with the LSU
Real Estate and Facilities
Foundation for Phases 2 and
3 of the**

Nicholson Gateway Project

To: Members of the Board of Supervisors

Date: January 27, 2017

This is a significant Board matter pursuant to the Board's Bylaws, Art. VII, section:

9.A.5(i) Contracts for capital improvements greater than \$1 million

1. Summary of Matter

This is to approve an Intent to Lease Agreement with the LSU Real Estate and Facilities Foundation (Foundation) for the development and construction of 2,700 beds of student housing as part of the Greenhouse District Project. The new student housing will be renovations or replacements of existing, older housing units, consistent with LSU's Residential Housing Master Plan. The Greenhouse District Project is the next phase of the development that began with the Nicholson Gateway Project, which was approved by the Board in June 2016 and began construction in October 2016.

The Greenhouse District Project will proceed in two phases. Phase 1 is planned to reach financial close in September 2017. It is expected to involve:

- Construction of a new residence hall on a site near the existing Kirby Smith residence hall, approximately 420 beds, which will open in Fall 2019
- Renovation of Evangeline and Highland, residence halls in the Horseshoe area, a total of approximately 275 beds, which will open in Spring 2019 (Evangeline) and Fall 2020 (Highland)
- Construction of a new greenhouse complex for the Ag Center in the Ben Hur area, consistent with the Ag Center's Master Plan, which will open in Fall 2018
- Demolition of the existing greenhouse complex, to prepare the area for construction of the housing halls to be constructed in Phase 2; demolition will begin when new units are complete
- Demolition of Kirby Smith Hall

Phase 2 is planned to reach financial close in late Fall 2018 or Spring 2019. It is expected to involve:

- Construction of six residence halls in the Greenhouse District area shown on the attached map, containing approximately 2,000 beds, aimed primarily at first-year students, which will open in Fall 2020 or Fall 2021
- After sufficient replacement capacity has been constructed, demolition of these residence halls:
 - Acadian Hall Extension
 - Broussard Hall
 - Herget Hall
 - McVoy Hall
 - Miller Hall
- Construction of related parking; it is not yet known whether a parking garage will be needed

Continuing design and financial analysis may lead to changes to this projected schedule and phasing.

The architects for the Greenhouse District Project will work closely with the LSU Master Planning process to ensure compatibility and compliance with LSU's long-term goals. In particular, the Master Planning process will determine how best to meet the parking needs for the replacement residence halls and whether the project will need to provide a structured parking solution or not.

A recommendation for Phase 2 financial close in September 2018 or May 2019 will be made after additional planning and analysis. The residence halls being replaced are debt free, and thus provide substantial cash flow to the housing system. Keeping them open one additional year may be sufficiently beneficial to offset the risk of interest rates or construction prices increasing during that year.

Because it is a continuation of the development that began with the Nicholson Gateway Project (where it was referred to as the Replacement Hall Project or the Replacement Housing Project), the Greenhouse District Project will rely on the same team that brought the Nicholson Gateway Project to a successful closing less than 8 months after the developer was first selected. Brailsford & Dunlavy / CSRS (B&D/CSRS) will continue to serve as the Project Manager, and RISE: A Real Estate Company (RISE) will continue as the Master Developer.

The proposed Intent to Lease Agreement with the Foundation will allow it to enter into an agreement with B&D/CSRS to continue its work with the Greenhouse District Project. As with the Nicholson Gateway Intent to Lease Agreement approved by the Board in October 2014, this Intent to Lease requires LSU to reimburse the Foundation for its out-of-pocket expenses (such as the B&D/CSRS development adviser fee) if the project fails to close through no fault of the Foundation.

While modeled after the October 2014 Intent to Lease Agreement, this proposed new agreement omits the competitive process to select a Master Developer, as the Nicholson Gateway competitive process fully anticipated this additional development and selected a single Master Developer for both Nicholson Gateway and additional development consistent with the LSU Housing Master Plan. Similarly, the competitive process used to select B&D/CSRS as the Project Manager anticipated this additional development work. The October 2014 Agreement was with the LSU Property Foundation. This new Intent to Lease Agreement will be with the LSU Real Estate and Facilities Foundation, which was recently created as a related entity of the LSU Foundation for the express purpose of facilitating these types of transactions.

Summary of Intent to Lease Process

The Intent to Lease process will work as follows:

- A. LSU and the Foundation will execute an "Intent to Lease" agreement substantially similar to the one attached. This Intent to Lease agreement will set forth a management structure for moving forward with the project.
- B. As with the Nicholson Gateway project, the Foundation will create an 11-member Project Management Committee ("Committee") to guide its work in this process. The Committee will consist of 6 members representing the Foundation, and 5 members selected by LSU. A 2/3 vote of this committee will be required to: (i) approve the execution of a contract with B&D / CSRS to serve as Project Manager; (ii) negotiate leases and other related agreements with RISE and its team members for the development of the Project; and (iii) make recommendations to the Board of Supervisors for the approval of these leases and other agreements.
- C. The Foundation, with the participation of the Committee and support from B&D / CSRS, will negotiate the terms and conditions of the necessary and appropriate leases, development

agreements, and other contracts and agreements necessary to implement Phase 1 and Phase 2 of the Greenhouse District Project.

D. Only after the proposed leases and other agreements necessary for the development of the Greenhouse District are prepared, and all the financial and design details of the project are known and reduced to writing, will the agreements be presented to the Board for approval as required by the Bylaws. This process will ensure that the Board is fully aware of the financial and other terms of the agreements before it consents to bind the university. The Board will be kept informed of the progress of negotiations regularly, and no binding decisions will be made until the Board has had the opportunity to review the final details of the proposed agreements.

E. Phase 1 and Phase 2 will be submitted for approval separately, and at different times.

2. Review of Business Plan

LSU will not contribute any funding under the proposed Intent to Lease agreement. The specific business plan for the Greenhouse District development itself, including the financial risks and benefits to LSU, will be prepared over the course of the negotiations with RISE. That analysis will be provided to the Board when the Board is asked to consider whether to approve the lease and the other agreements ultimately negotiated through the process described above.

As with the Nicholson Gateway Project, the Intent to Lease agreement does provide a mechanism for the Foundation to recoup the fees for the external Project Manager and other development costs if LSU ultimately decides not to pursue the Greenhouse District project (or part of it, if for example Phase 1 successfully closes but for whatever reason LSU decides not to proceed with Phase 2), through no fault of the Foundation. Specifically, the Intent to Lease agreement will provide that, if the agreements required to proceed to construction of the Greenhouse District project are “suspended, materially delayed or abandoned **through no fault of the Foundation**, LSU shall ensure that reasonable and necessary expenses incurred by the Foundation in connection with the Project are reimbursed in a reasonable time frame not to exceed twelve months.” The Foundation is being asked to undertake a significant financial responsibility in funding the project management for the project, while the Board remains able to terminate the project at any time, for any reason. If Phase 1 reaches financial close, the Foundation will recoup those fees and costs out of payments made by RISE, as they will be part of the overall project costs. But if LSU were to decide, for whatever reason, not to proceed with the project, that would leave the Foundation without any way to recoup those funds, a risk it does not have the resources to absorb. This only allows the Foundation to recoup funds it actually expended as part of the project management process, not overhead or other general administrative costs. The Phase 1 financing will include an amount sufficient to cover the Project Manager and other development costs for the design period of Phase 2, so the Foundation will not have to pay out of pocket for those Phase 2 costs.

3. Fiscal Impact

The Intent to Lease agreement, attached, will itself have no financial impact on LSU. It will simply allow the Foundation, with its own funds, to engage the project manager and move forward with design and negotiation of the Greenhouse District Project with the University’s guidance and input. The fiscal impact of each phase of the Greenhouse District itself will be analyzed when the proposed lease and Master Developer Agreement are presented to the Board for approval after all financial and other terms have been negotiated for each phase.

4. Description of Competitive Process

The competitive process to select a master developer for the Greenhouse District Project has already been conducted. Under the Intent to Lease Agreement executed in October 2014, the competitive process to select the Nicholson Gateway Master Developer required all proposers to include proposals

for developing the additional housing units which are now collectively termed the Greenhouse District Project (at the time, they were referred to as the Replacement Hall Project). Similarly, the competitive selection process to identify a Project Manager contemplated use of the same firm for both the Nicholson Gateway development itself and also the Greenhouse District Project (formerly known as the Replacement Hall Project).

5. Review of Legal Documents

The Intent to Lease agreement between LSU and the Foundation will be substantially similar to the attached draft, though minor details are still being resolved.

6. Parties of Interest

LSU and the LSU Real Estate and Facilities Foundation are the primary parties of interest for the Intent to Lease Agreement. B&D/CSRS are expected to receive funding under an agreement with the Foundation made in reliance on the Intent to Lease Agreement. RISE and its team members, including Provident Resources Group, also have an interest in the Greenhouse District Project. While some of RISE's team members from the Nicholson Gateway Project will continue to be involved in the Greenhouse District development, the final selection of individual team members on the private sector side remains solely with RISE, subject to approval by LSU and the Foundation.

7. Related Transactions

The Intent to Lease agreement anticipates that LSU and the Foundation will work together to negotiate a lease between LSU and the Foundation, as well as leases and other agreements with RISE and its team members, including Provident Resources Group.

8. Conflicts of Interest

None.

ATTACHMENTS:

- I. Letter from Vice President Layzell
- II. Intent to Lease Draft
- III. Map of Greenhouse District Project Areas on Campus

RESOLUTION

Resolution of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College

Now, Therefore, Be It Resolved that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College authorizes F. King Alexander, in his capacity as President of LSU, or his designee, to execute an Intent to Lease agreement between LSU and the LSU Real Estate and Facilities Foundation (the Foundation), which agreement shall provide for, in addition to such other terms and conditions as he deems to be in the best interests of LSU, the following:

1. That the Foundation will engage Brailsford & Dunlavey / CSRS (as the project manager previously selected through a competitive process for the Nicholson Gateway Project) to assist in: (i) conducting financial and other analysis to evaluate the potential risks and benefits of the Greenhouse District development and the most appropriate scheduling for that project; (ii) the negotiation of terms and conditions of leases and other related agreements with the previously-selected Master Developer and its team members; and (iii) overseeing the construction of the Greenhouse District facilities;

2. That the Foundation will negotiate the terms and conditions of a lease and other related agreements between LSU, the Foundation, RISE (as the previously selected Master Developer for the Nicholson Gateway Project), and other team members selected by RISE with the approval of LSU and the Foundation;
3. That the Foundation will create a project management committee to oversee the negotiations; and
4. That any proposed leases and other related long-term agreements resulting from this process shall be subject to approval by this Board as provided in the Bylaws and the Uniform Affiliation Agreement;

AND

Be It Further Resolved that the following planning principles shall be followed:

1. Overall residence hall capacity should not materially decrease due to construction of replacement halls and renovations;
2. Replacement halls and renovations should be consistent with LSU architectural and construction standards;
3. Replacement halls and renovations should contain amenities and spaces that support the living-learning mission of on-campus housing, such as classrooms, faculty offices, study spaces, etc.;
4. LSU should maintain full control over residential life functions and other operations that involve interacting with students, with the Developer providing maintenance and similar services; and
5. The residential housing auxiliary, including Nicholson Gateway and the Greenhouse District Project, must remain self-sufficient.



CAMPUS CORRESPONDENCE

To: F. King Alexander, President
Date: January 17, 2017

Through: Daniel T. Layzell,
Vice President for Finance & Administration/CFO

Through: Tony Lombardo, Associate Vice President
Facility & Property Oversight

From: Patrick H. Martin, V, Assistant Vice President
Real Estate, Public Partnerships, and Compliance

Subject **Board of Supervisors Agenda, January 27, 2017 Meeting**
LSU A&M Request to Enter Intent to Lease Agreement with the LSU Real Estate & Facilities Foundation for the Greenhouse District Project

President Alexander:

Please find attached the Request from LSU A&M to Enter into an Intent to Lease Agreement with the LSU Real Estate & Facilities Foundation for the Greenhouse District Project.

We request this be placed on the agenda for the January 27, 2017, meeting of the Board of Supervisors.

Thank you.

Copied: Roger Husser, Assistant Vice President
LSU A&M
Planning, Design & Construction

Steve Waller, Assistant Vice President
LSU A&M
Residential Life and Housing

**INTENT TO LEASE AGREEMENT FOR THE
GREENHOUSE DISTRICT PROJECT**

Between

**THE BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND
AGRICULTURAL AND MECHANICAL COLLEGE (the “LSU Board”)**

And

THE LSU REAL ESTATE AND FACILITIES FOUNDATION (the “Foundation”)

THIS INTENT TO LEASE AGREEMENT FOR THE GREENHOUSE DISTRICT PROJECT (herein “Agreement”) is entered into effective as of the ____ day of February, 2017 (the “Effective Date”), by and between

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE, 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, said State, appearing herein through F. King Alexander, President of Louisiana State University, duly authorized and empowered by said Board of Supervisors (hereinafter referred to as “LSU”),

and

LSU REAL ESTATE AND FACILITIES FOUNDATION, a private nonprofit Louisiana corporation having a principal place of business located at 3976 Nicholson Drive, Baton Rouge, Louisiana, 70802, and represented by James E. Maurin, its duly authorized and empowered Chairman.

provides as follows:

1. Purpose

LSU and the LSU Property Foundation (the Property Foundation), a related entity to the LSU Foundation, have previously entered into an Intent to Lease Agreement effective October 24, 2014 (the Nicholson ITL), which ultimately led to the implementation of LSU’s Nicholson Gateway Project, the development of over 1,900 beds of student housing and related retail, recreational, and parking facilities.

Since the Nicholson ITL was executed, and after substantial discussion with LSU, the LSU Foundation has caused to be formed another supporting organization for itself and LSU, the LSU Real Estate and Facilities Foundation, for the purpose of engaging in the development of projects like the Nicholson Gateway Project and the closely-related Greenhouse District Project,

and the LSU Real Estate and Facilities Foundation is now the preferred vehicle for such development projects. While no changes will be made to the Nicholson Gateway Project leases and other agreements, the function served by the LSU Property Foundation in the Nicholson ITL and the agreements that arose from the process it established shall now be fulfilled by the LSU Real Estate and Facilities Foundation for the Greenhouse District Project.

The competitive processes implemented by the LSU Property Foundation for Nicholson Gateway to select both the Project Manager and the Master Developer for that project expressly provided that a single Project Manager and a single Master Developer would be selected for both the Nicholson Gateway Project and the Greenhouse District Project (the "Project," formerly termed the "Replacement Housing Project" and the "Replacement Hall Project" in the reports, recommendations, and agreements relating to the Nicholson Gateway Project). Those competitive processes resulted in the selection as Project Manager of a joint venture between Brailsford & Dunlavey and CSRS (B&D/CSRS) and the selection of RISE: A Real Estate Company (RISE or the Master Developer) as the preferred developer, and those selections were ratified by the LSU Board of Supervisors in May 2016.

The purpose of this Intent to Lease Agreement is to provide an outline of the process and guidelines that LSU and the Foundation intend to observe in designing and negotiating the agreements for the Replacement Housing Project with RISE and other entities involved with the project. If an agreement is reached between the Foundation and RISE that is acceptable to LSU, LSU intends to lease the Greenhouse District area (as will be more specifically described in any resulting lease agreement) to the Foundation (the Greenhouse District Lease) pursuant to the authority of La. R.S. 17:3361 or other applicable law, with the Foundation to sublease that area to RISE or other appropriate entities selected by RISE with the consent of LSU and the Foundation for construction of improvements in accordance with the resolution of the Board adopted January 27, 2017, and with the improvements then leased back to LSU through a facilities lease. At LSU's option, LSU may authorize the Foundation to also include in the area to be leased additional land for the purpose of developing other residential housing elsewhere on the LSU campus.

2. Project Management Committee and Process

A. *Formation and voting requirement.* The Foundation will form a Project Management Committee composed of 11 members, four of which will be appointed by the Chairman of the Foundation and two of which will be appointed by the Chairman of the LSU Foundation. Five members will be appointed by the President of LSU. Unless otherwise designated in writing by the President, the LSU members will be the Vice President for Finance and Administration/CFO; the Associate Vice President for Facility and Property Oversight; the Assistant Vice President for Real Estate, Public Partnerships, and Compliance; the Assistant Vice President for Planning, Design, and Construction; and the Assistant Vice President for Residential Life and Housing. The purpose of this Committee is to manage the "Development Period" of the Project, as set

forth in subsection C below. The Foundation will engage B&D/CSRS as Project Manager or Development Advisor to assist with these efforts. A 2/3 vote of the Project Management Committee will be required to approve any item.

B. *Conflicts of Interest.* The Committee will adopt, implement and require strict adherence by its Members to a Conflicts of Interest Policy designed to avoid actual and perceived conflicts of interest as well as claims or charges of undue influence or favoritism. Such policy will be substantially in accord with the draft policy attached as Exhibit “A”. The Foundation and the Chair of the Project Management Committee may form any additional committees, subcommittees or working groups as may be necessary and appropriate for the efficient completion of their tasks; provided, however, that such committees, subcommittees, or working groups shall be advisory only and shall report to the Project Management Committee. All members of any such working groups or advisory committees will be subject to the Conflicts of Interest Policy referenced above.

C. *Development Period.* The Greenhouse District Project is anticipated to occur in two distinct phases as determined by LSU. Each phase will involve different buildings and other construction projects. Each phase will be financed separately and will entail separate Ground Leases, Development Agreements, and other related agreements. Accordingly, each phase will also have its own Development Period for purposes of this Intent to Lease Agreement. For each phase, the Development Period will consist of the following:

i. The Foundation will negotiate the relevant Ground Lease, Development Agreement, and other related agreements with RISE. To simplify and speed negotiations, the President of LSU and the President of the Foundation may each designate a lead negotiator, and those two negotiators will be primarily responsible for negotiating the terms of the proposed agreements, while each keeping the entire Project Management Committee informed of the status and key issues raised in the negotiations. Unless otherwise designated by the President of LSU, the lead negotiator for LSU will be the Assistant Vice President for Real Estate, Public Partnerships, and Compliance.

ii. Following approval by the Committee, the proposed Ground Lease and other related agreements for development of the Greenhouse District Project between the Foundation and the LSU Board, and a report of the Project Management Committee documenting its work, will be submitted to the Foundation’s Board of Directors and, following approval by the Foundation’s Board of Directors, to the LSU Board (and any other agencies required by law) for review and approval.

iii. The Development Period for each phase will be complete upon the approval required by law being obtained for the Ground Lease, Development Agreement, and other related agreements for development of the Greenhouse District Project. The Greenhouse District Lease to the Foundation shall thereafter govern the relationship between LSU and the

Foundation with regard to development of the Greenhouse District. The parties anticipate that the Foundation will continue to engage the Project Manager to assist with managing and overseeing the construction of each phase of the project.

3. LSU Approvals

Any proposed Ground Lease Agreements relating to the Project and other appropriate and related agreements shall be subject to final review and approval by the LSU Board and any other agencies required by law. In accordance with applicable LSU policies and procedures, the President of LSU or his designee may grant the Foundation and/or the Project Manager and Master Developer limited and temporary rights of access to the Greenhouse District area and other necessary areas of the LSU campus for purposes of performing site assessments and similar activities such as environmental surveys, topographical surveys, utility surveys and soil borings.

Although some of the agreements negotiated through this process will not include LSU as a party, no such agreements will be executed by any party until authorized or approved by the LSU Board and will not become effective until approved by any other agencies required by law. Notwithstanding any other provision of this Section 3, the Foundation may, with written approval from LSU, execute a Memorandum of Understanding with RISE setting forth the general terms and conditions under which RISE will perform services prior to financial close of one or both phases, including any design or similar fees which may be owed in the event that one or both phases of the Project fail to reach financial close.

4. Financial Responsibility

It is intended that all expenses incurred by the Foundation in connection with the Development Period of the Project shall be the responsibility of the Foundation; however, should the Development Period and execution of agreements required to proceed with construction of the Project be suspended, materially delayed, or abandoned through no fault of the Foundation, LSU shall ensure that reasonable and necessary expenses incurred by the Foundation in connection with the Project are reimbursed in a reasonable time frame not to exceed twelve months. It is intended that, if Phase 1 of the Project reaches financial close, the Foundation will receive reimbursement of all of its appropriate out-of-pocket expenses at that time. It is further intended that if Phase 1 of the Project reaches financial close, the Project Management fees for the Development Period of Phase 2 will be included with the Phase 1 financing.

It is further intended that except to the extent expressly provided herein or otherwise agreed to in writing by LSU, all financial risk and responsibility for the Project shall be borne by the Foundation and the Master Developer, and neither the LSU Board nor the State of Louisiana shall bear any responsibility, whether directly or indirectly, for the fulfillment of any obligations established pursuant to the terms of any agreements entered into by the Foundation, the Project Manager or the Master Developer.

5. Public Records

The Foundation shall be solely responsible for maintaining custody and control of records related to the negotiation of any resulting ground lease, development agreement, and other related agreements for the development of the Greenhouse District, and shall not, therefore, be considered public records of LSU. Any documents released for public comment or submitted to LSU pursuant to sections 2B, 2C or 4 of this Agreement shall, of course, be considered public record.

6. Other

This Intent to Lease Agreement is not a lease of land or building space to the Foundation and does not obligate LSU to enter into any lease agreement with the Foundation. It does represent LSU’s intention for the Foundation to engage a Project Manager and engage in negotiations with the Master Developer for an agreement for the development of the Greenhouse District area. If an acceptable agreement can be reached, LSU expects, but is not obligated, to enter into a lease agreement with the Foundation for the Greenhouse District area, and simultaneously to approve a sublease of that area from the Foundation to the Master Developer.

THUS DONE AND SIGNED, on the dates indicated below and effective as of the Effective Date stated above.

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

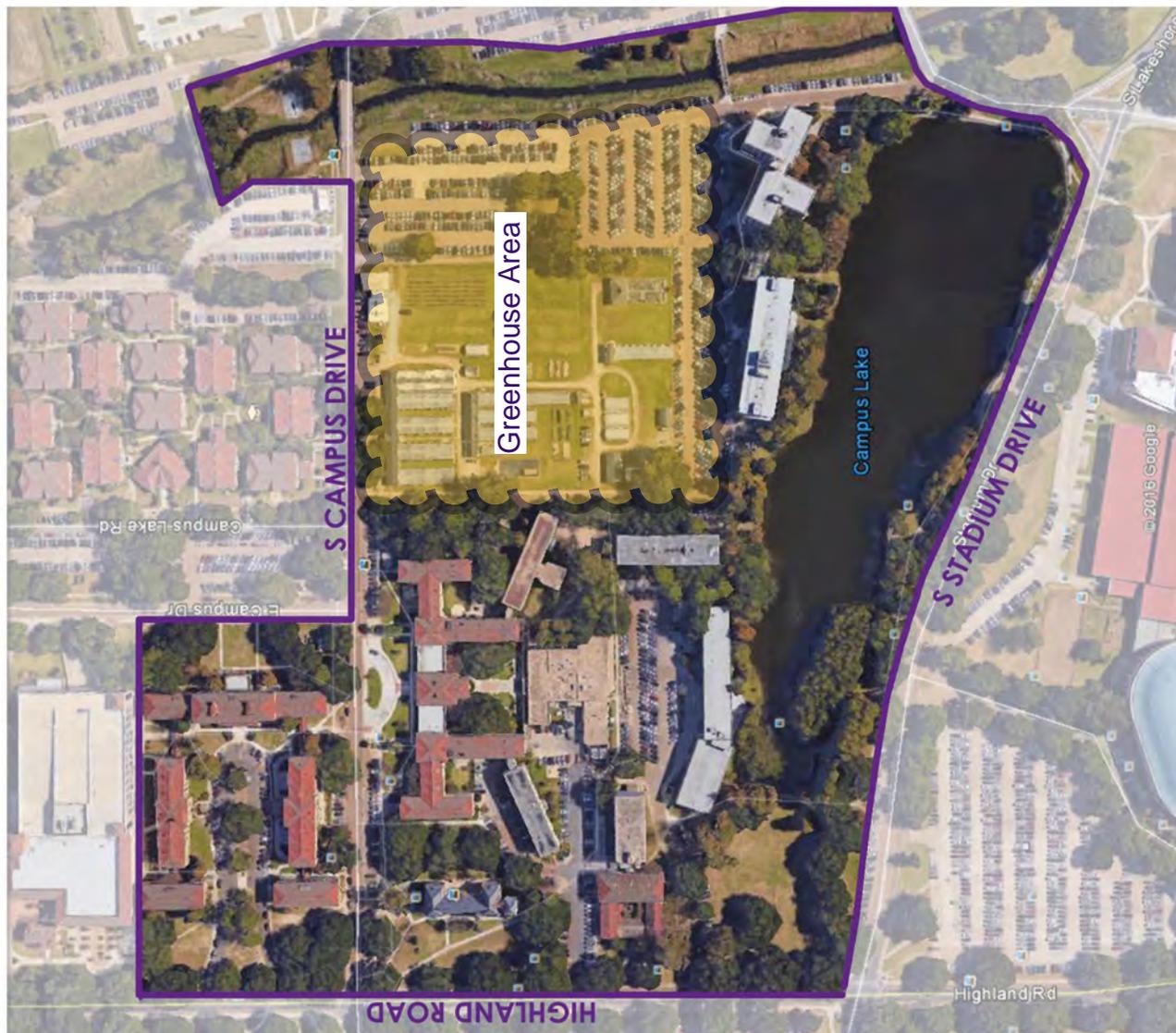
By: _____
F. King Alexander, President of LSU

Date: _____

LSU REAL ESTATE AND FACILITIES FOUNDATION

By: _____
James E. Maurin, Chairman

Date: _____



Greenhouse Area



Location of new hall in Fall 2019

Locations are shown only to identify the general area of campus where the new and renovated residence halls will be constructed. Detailed site planning work has not yet been conducted, but will be complete prior to submission to the Board for approval.

The LSU logo is displayed in a bold, purple, sans-serif font. It is positioned in the upper left corner of the slide, overlaid on a semi-transparent grey rectangular area. The background of the slide features a photograph of the Joseph R. Audubon Hall building, characterized by its classical architecture with columns and a pediment. The name 'JOSEPH R. AUDUBON HALL' is visible above the entrance. In the foreground, there are large, mature trees with thick trunks and a row of pink flowering bushes. The overall scene is set outdoors with a clear sky.

LSU

Finance & Administration

Greenhouse District Project Intent to Lease Agreement

January 27, 2017

**LOVE PURPLE
LIVE GOLD**

Nicholson Gateway Update

Nicholson Gateway Development: Project Site

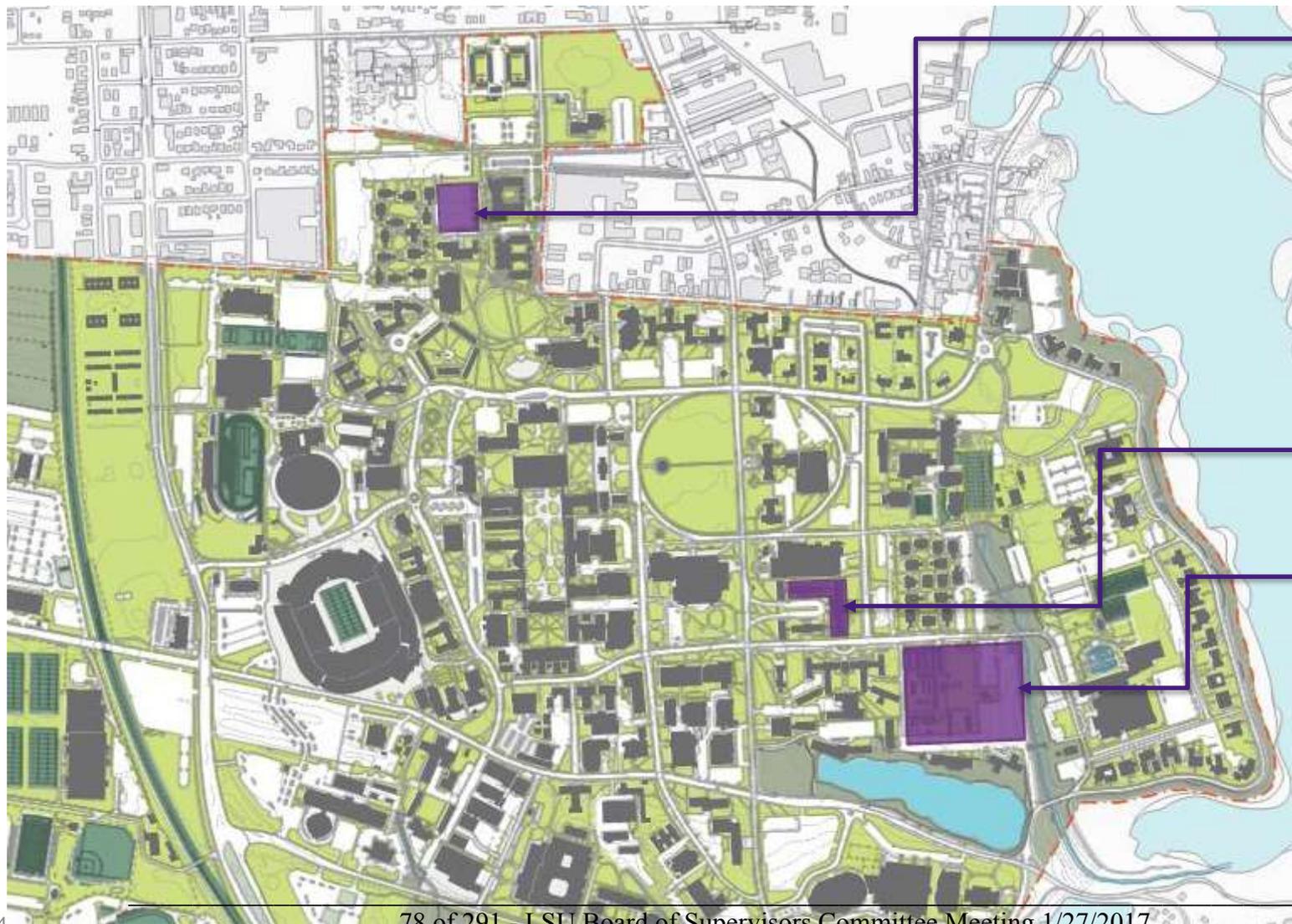


Date of Aerial: December 28, 2016



Greenhouse District Project

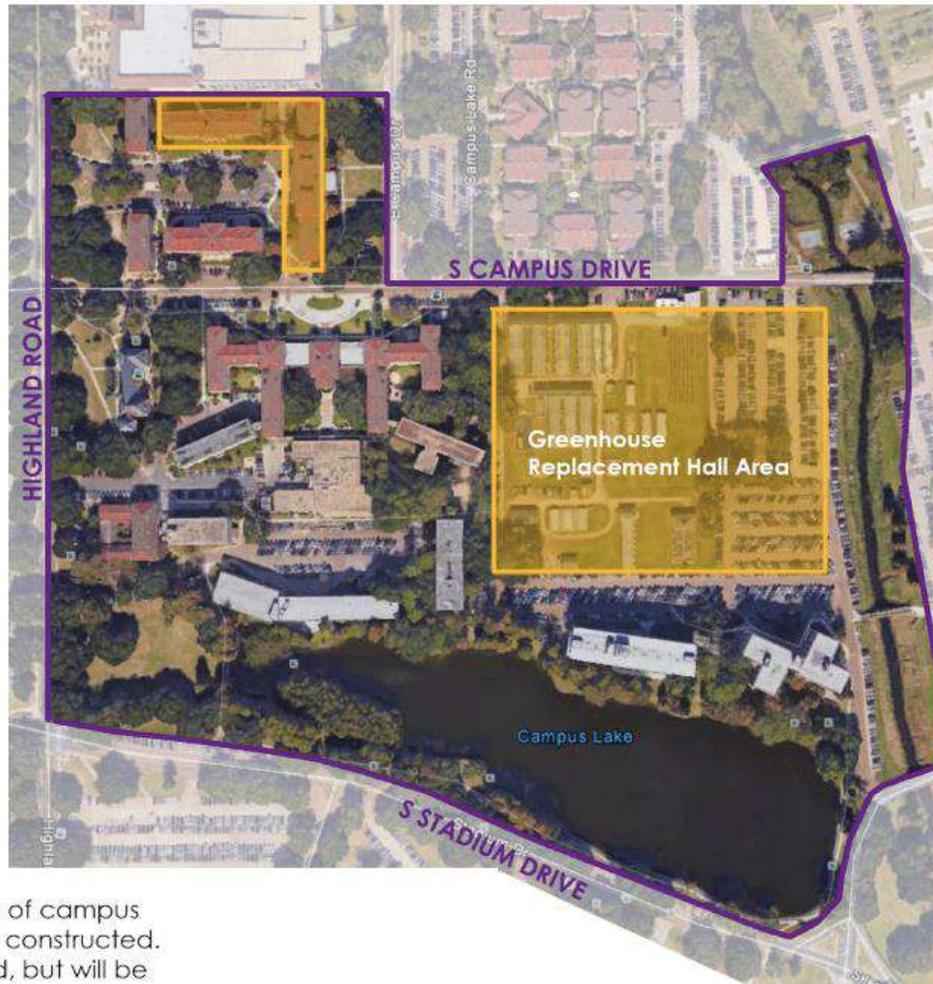
- **Nicholson Gateway Phases 2 and 3**
- Also called Replacement Housing Project
- Accelerate existing housing master plan
- Replace 6 and renovate 2 residence halls
- First-year student housing
- Designers coordinating closely with Master Planning efforts



Kirby Smith Site

Evangeline & Highland

Greenhouse Site



Locations are shown only to identify the general area of campus where the new and renovated residence halls will be constructed. Detail site planning work has not yet been conducted, but will be complete prior to submission to the Board for approval.

Two Phases to Greenhouse District Project

- **Phase 1** (Financial close September 2017)
 - Renovate Evangeline (Open Spring 2019) and Highland (Open Fall 2020)
 - Construct new AgCenter facilities (Open May 2018)
 - Demolish existing AgCenter facilities (Summer 2018)
 - Construct Kirby Smith Replacement (Open Fall 2019)
 - **Demolish Kirby Smith (Fall 2019)**
- **Phase 2** (Financial close September 2018 or May 2019)
 - Construct approximately 2,000 beds at Greenhouse Site (Open Fall 2020 or Fall 2021)
 - Demolish (Fall 2020 or Fall 2021):
 - Herget
 - Miller
 - McVoy
 - Acadian Extension
 - Broussard
- **Phase 2 timing factors:** Interest Rates, Construction Inflation, Cash Flow

Project Manager, Developer, and Lease Structure

- Competitive process in 2015 anticipated Greenhouse District
 - Project Manager was selected for both
 - Developer was selected for both
- Brailsford & Dunlavy / CSRS is Project Manager
- RISE is Developer
- Developer Fees locked in through the RFP process
- Overall lease agreement structure will be the same

Greenhouse District Phase 1 Approval Schedule

- **Fall 2019 – Open Kirby-Smith Replacement**
 - October 2, 2017 – Construction Start
 - September 28, 2017 – Financial Closing
 - July 20, 2017 – State Bond Commission approval
 - June/July. 2017 – JLCB approval
 - June/July 2017 – Facilities Planning & Control approval
 - May 24, 2017 – Board of Regents approval
 - May 5, 2017 – LSU Board of Supervisors approval

Intent to Lease Agreement

- Same process as Nicholson Gateway, other than selection process
- Authorizes LSU Real Estate and Facilities Foundation (REFF) to move forward with negotiating proposed agreements with RISE and other parties for both phases of Greenhouse District Project
- REFF, via LSU Foundation support, will advance funds to pay for the Project Manager and other necessary expenses; funds will be repaid to Foundation at financial close; authorizes full reimbursement to REFF of its reasonable expenses if project fails to reach financial close
- Creates Project Management Committee to coordinate negotiation efforts
 - 4 members from REFF
 - 2 members from LSU Foundation
 - 5 members from LSU



**REQUEST FROM LSU HEALTH SCIENCES CENTER-NEW
ORLEANS TO APPROVE THE LEASE OF PORTIONS OF THE
UNIVERSITY MEDICAL OFFICE BUILDING
(FORMERLY KNOWN AS SETON BUILDING)
TO LOUISIANA STATE UNIVERSITY SCHOOL OF MEDICINE
IN NEW ORLEANS FACULTY GROUP PRACTICE
D/B/A LSU HEALTHCARE NETWORK**

To: Members of the Board of Supervisors

Date: January 20, 2017

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

This matter is a "significant board matter" pursuant to Art. VII 9 of the Bylaws:

A.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 five (5) years . . . ; (ii) the lease is for more than 10,000 square feet of a building space.

1. Summary of Matter

The building formerly known as the Seton Building and now referred to as the University Medical Office Building (herein "UMOB") was included in the properties that were leased by the LSU Board of Supervisors to the University Medical Center Management Corporation on May 29, 2013, pursuant to the Master Hospital Lease. Pursuant to a Second Amendment to Amended and Restated Master Hospital Lease entered into as of the first day of April, 2016, the UMOB, located at 2025 Gravier Street, New Orleans, Louisiana, and the parking area for UMOB, were released from the Master Hospital Lease. The Health Science Center now proposes that the LSU Board lease portions of the UMOB to the Louisiana State University School of Medicine in New Orleans Faculty Group Practice d/b/a LSU Healthcare Network (herein the "Network").

Approximately 14,360 square feet will be leased initially pursuant to the Lease Agreement by the LSU Board to the Network for an initial period of five years, and the Lease Agreement will provide for the increase of the amount of square footage subject to the lease to the Network. In addition, the Network will be granted the right to utilize sixty (60) parking spaces in the parking lot adjoining the UMOB.

2. Review of Business Plan

None.

3. Fiscal Impact

The Lease of the space in the UMOB to the Network will provide a source of revenue for LSUHSC-New Orleans. The initial rent is expected to be approximately THREE HUNDRED FIFTY-NINE THOUSAND AND NO/100 DOLLARS (\$359,000.00) per year. The Network plans to perform a maximum of THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) of work to improve the Leased Premises, and LSU will grant a dollar-for-dollar credit toward the rent for those expenditures by the Network.

4. Description of Competitive Process

N/A

5. Review of Legal Documents

The Office of the General Counsel will review the Lease Agreement for the lease of portions of UMOB to the Network.

6. Parties of Interest

LSU Board of Supervisors and Louisiana State University School of Medicine in New Orleans Faculty Group Practice d/b/a LSU Healthcare Network.

7. Related Transactions

As noted above, UMOB and the adjoining parking lot previously were leased as part of the Master Lease Agreement to the University Medical Center Management Corporation, but were released from that Lease in April 2016.

8. Conflicts of Interest

None.

ATTACHMENTS

- I. Letter from Chancellor Hollier
- II. Lease Agreement for University Medical Office Building (State ID No. S09928)
- III. UMOB Lease of Space (Seton Clinic Healthcare Network Lease Space)

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, as Lessor, does hereby authorize Daniel T. Layzell, Vice President for Finance and Administration/CFO of Louisiana State University, to execute a Lease Agreement for University Medical Office Building with Louisiana State University School of Medicine in New Orleans Faculty Group Practice, as Lessee, pursuant to which Lease Agreement the LSU Board will lease to Lessee portions of Floors 5, 6 and 7 of the building known as the University Medical Office Building, located at 2025 Gravier Street, New Orleans, Louisiana, and the right to utilize sixty (60) parking places in the parking area for the University Medical Office Building.

BE IT FURTHER RESOLVED that Daniel T. Layzell, Vice President for Finance and Administration/CFO of Louisiana State University is duly authorized by and empowered for and on behalf of and in the name of the LSU Board of Supervisors of Louisiana State University and Agricultural and Mechanical College to include in said Lease Agreement such terms and conditions as he deems to be in the best interest of the LSU Board of Supervisors, including but not limited to the inclusion of a provision allowing for an increase in the Leased Premises pursuant to the Lease Agreement, up to the entirety of the University Medical Office Building.

BE IT FURTHER RESOLVED that the President or the Vice President for Finance and Administration/CFO is authorized to execute an amendment to the Lease Agreement to increase the leased space in accordance with the terms of the Lease Agreement.



OFFICE OF THE CHANCELLOR

SCHOOL OF ALLIED HEALTH PROFESSIONS
SCHOOL OF DENTISTRY
SCHOOL OF GRADUATE STUDIES
SCHOOL OF NURSING
SCHOOL OF MEDICINE IN NEW ORLEANS
SCHOOL OF PUBLIC HEALTH

December 21, 2016

Dr. F. King Alexander
President and Chancellor
LSU System Office
381 West Lakeshore Drive, Room 107
Baton Rouge, LA 70808

RE: Lease Agreement with the LSU Healthcare Network to lease portions of the University Medical Office Building (UMOB) at the LSU Health Sciences Center

The LSU Health Sciences Center – New Orleans (LSUHSC-NO) desires to enter into a lease with the LSU Healthcare Network, Inc. for use of medical office space at the University Medical Office Building (UMOB), located at the LSUHSC-NO Downtown campus. The space has been vacant since the opening of the University Medical Center, approximately one year ago. The Healthcare Network wishes to lease it for the purpose of operating a medical clinic.

The Health Sciences Center is respectfully requesting approval of this lease. Thank you for your assistance.

Respectfully yours,

A handwritten signature in blue ink, appearing to read "Larry Hollier, MD".

Larry Hollier, MD
Chancellor

Gov

**LEASE AGREEMENT
FOR UNIVERSITY MEDICAL OFFICE BUILDING
(STATE ID# 09928)**

THIS LEASE AGREEMENT FOR UNIVERSITY MEDICAL OFFICE BUILDING (STATE ID# 09928) (herein “Agreement”) is entered into effective as of the ____ day of _____, 2017 (herein “Effective Date”) for the purposes and on the terms stated herein, and is made by and between:

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (the “Board”), a public constitutional corporation organized and existing under the Constitution of the State of Louisiana of 1974 (“Louisiana Constitution”), herein represented by Dr. F. King Alexander, President of Louisiana State University, duly authorized by a resolution of the Board, a copy of which is attached hereto as Exhibit “A” and made a part hereof, with a principal office located at and a mailing address of Office of the President, Louisiana State University, 3810 W. Lakeshore Drive, Room 107, Baton Rouge, Louisiana, 70808, herein appearing for the benefit of the Louisiana State University Health Sciences Center – New Orleans (herein “LSUHSC-NO”); and

LOUISIANA STATE UNIVERSITY SCHOOL OF MEDICINE IN NEW ORLEANS FACULTY GROUP PRACTICE, A Louisiana Non-Profit Organization, doing business as the LSU Healthcare Network, a private Louisiana non-profit organization (“Network”) herein represented by Steve Nelson, M.D., President of the Network, duly authorized by a resolution of its Board of Directors, a copy of which is attached hereto as Exhibit “B” and made a part hereof with a principal office located at, and a mailing address of 1542 Tulane Avenue, Suite 123-HCN, New Orleans, LA, 70112 (both Board and Network referred to herein as the “Party” or, collectively, the “Parties”);

and provides as follows:

WITNESSETH

WHEREAS, Network is a private non-profit Louisiana corporation described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, whose tax exempt purpose is to support the mission and programs of LSUHSC-NO, a higher education institution under the management and supervision of Board;

WHEREAS, Louisiana Revised Statutes 17:3361, et seq., expressly authorizes Board to lease property to a nonprofit corporation such as Network for the purpose of constructing and renovating buildings, other structures and improvements;

WHEREAS, Network provides healthcare services to patients in various clinic sites in Louisiana, and has experience in and provides management, billing, collection and credentialing services to its healthcare professionals;

WHEREAS, Board is the owner of that certain structure known as University Medical Office Building ID# 09928 located on the campus of LSUHSC-NO in New Orleans, Louisiana, Site ID # 1-36-69 the locations of which structure and the associated parking area are reflected on Exhibit "C" (herein "University Medical Office Building");

WHEREAS, Network desires to use certain areas located on floors 5, 6 and 7 of the University Medical Office Building described herein as its practice location and to provide medical services to its patients therein;

WHEREAS, Network desires to construct improvements in the University Medical Office Building, all at Network's expense and in accordance with design standards established by the Board and/or LSUHSC-NO, and Board desires to grant Network limited rights of use and access in order to facilitate construction and operation pursuant to the terms of this Agreement;

WHEREAS, the improvements to be constructed by Network pursuant to the terms of this Agreement will be donated by Network to Board upon completion of construction and acceptance by Board in accordance with the terms of this Agreement;

WHEREAS, LSUHSC-NO and Network are separate and autonomous, and agree that all transactions conducted pursuant to this Agreement shall comply with applicable State and federal laws and regulations; and

WHEREAS, Board is the owner of a certain ground parking area identified as State ID No. _____, located in close proximity to the University Medical Office Building, and more particularly reflected on Exhibit "C" hereto, and Board and Network desire for Network to use portions of the Ground Parking Lot during the Term of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, conditions and agreements which follow, the parties hereby agree as follows:

ARTICLE I. DEFINITIONS

The terms used in this Agreement shall, for all purposes of this Agreement, have the meanings specified below:

"Additional Rent" means that portion of the Rent payable pursuant to Section 2.2(e) hereof and 2.4 for expenditures by Board as set forth therein to the Leased Premises as initially leased pursuant to this Agreement and/or to the Leased Premises added by Addendum pursuant to Section 2.4 hereof.

"Agreement" means, in its entirety, this Lease Agreement for University Medical Office Building (State ID # 09928) for the lease of the Leased Premises for the construction and

operation by the Network of its practice location and to provide medical services to its patients and the use of sixty (60) spaces in the Ground Parking Lot.

“Applicable Laws” means all laws, statutes, rules, regulations, zoning ordinances, resolutions and orders of any Governmental Authority 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” means any architect or other design professional, including their permitted successors and assigns, engaged by Network to perform architectural or design services with respect to any phase of the design and/or construction and renovation of the Improvements or any substitute or successor architect or other design professional engaged by Network.

“Board” means Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

“Business Day” means any day other than (i) a Saturday, (ii) a Sunday, or (iii) any other day on which the Board or LSUHSC-NO is closed.

“Common Areas” means the landscaped areas, the first floor lobby, entrance ways, hallways, elevators, fire stairs, restrooms and the areas designated by Board from time-to-time for common tenant use.

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

“Contractor” means the contractor or contractors selected by Network to construct the Improvements and their permitted successors and assigns.

“Donation Acceptance Requirements” means all events required to occur prior to acceptance by Board of the donation of the Improvements, including, but not limited to, (1) completion of all Work related to said Improvements; (2) completion of Punch List items required by the LSU Representative to be completed prior to donation to Board of the Improvements, or any phase thereof; (3) compliance with all LSUHSC-NO campus standards identified by the LSU Representative as applicable to said Improvements or any phase thereof; (4) compliance with all applicable code and Division of Administration, Facility Planning and Control requirements; (5) compliance with all administrative lease requirements identified by the LSU Representative as applicable to the donation of said Improvements or any phase thereof; (6) compliance with all requirements identified in writing by the University Construction Monitor to Network in response to a request from Network for acceptance of the donation of any Improvements; (7) delivery to the LSU Representative of either (i) a clear lien certificate as to the Work or phase of the Work, which certificate has been obtained from the Orleans Parish Clerk’s office, or (ii) evidence that any liens against the Improvements have been adequately bonded; and (8) final acceptance of all Work or a completed phase of the Work by Network and written approval by the LSU Representative that final acceptance has occurred.

“Effective Date” means the ___ day of _____, 2017.

“Force Majeure” means any (a) act of God, lightning, hurricane, tornado, and other extraordinarily adverse and inclement weather, fire, explosion, flood, act of a public enemy, war, insurrection, riot or civil disturbance; (b) labor dispute, strike, work slowdown or work stopped; and, (c) any other similar cause or similar event beyond the reasonable control of the Network.

“Ground Parking Lot” means that area more particularly described as "SQ 497 LOT HD2 GRAVIER 154 OVER 304 117 OVER 223", and reflected on Exhibit "C" hereto as "Parking Lot".

“Improvements” means any construction and renovations, other than Network Maintenance constructed by Network on the Leased Premises in accordance with the Plans and Specifications and the terms of this Agreement and made pursuant to Article V hereof.

“Initial Term” means the initial five (5) year term of this Agreement.

“Leased Premises” means those portions of the University Medical Office Building on Floors 5, 6 and 7 that are reflected as shaded and cross-hatched on Exhibit "D" hereto and marked "Lease Area," containing approximately FOURTEEN THOUSAND, THREE HUNDRED SIXTY (14,360) square feet and that are leased by Board to Network pursuant to this Agreement.

“LSUHSC-NO” means Louisiana State University Health Sciences Center – New Orleans.

“LSUHSC-NO Construction Monitor” means one or more persons designated and authorized in writing from time to time by the Chancellor of LSUHSC-NO or his designee to monitor Network’s construction progress during the construction phase of the Work who shall be either a licensed architect or a licensed engineer. The initial University Construction Monitor shall be the LSUHSC-NO’s Associate Vice Chancellor for Property and Facilities Management.

“LSU Representative” means the _____ or his designees.

“Network” means Louisiana State University School of Medicine in New Orleans Faculty Group Practice.

“Network Equipment” means that equipment owned and used by the Network in or on the Leased Premises.

“Network Maintenance” means the performance of any maintenance, repair or cosmetic changes made by Network at Network's sole expense for which: (1) neither LSU nor industry standards would require Network to engage an architect; and (2) neither industry standards nor Applicable Laws would require the issuance of a building permit.

“OFPC” means the Office of Facility Planning and Control within the Division of Administration for the State of Louisiana.

“Payment and Performance Bonds” means payment and performance bonds required in connection with performance of the Work and described in Section 5.1(d) of this Agreement.

“Permitted Use” means the renovation and use of the Leased Premises by Network for its primary practice location and for the provision of medical services to its patients.

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

“Punch List” means a list prepared by the Architect and approved by the LSUHSC-NO Construction Monitor and the LSU Representative, which sets forth those items of Work to be completed following Substantial Completion, prior to final acceptance.

“Renewal Term(s)” means one or more additional one (1) year terms as provided in Section 10.1.

“Rent” means the payments to be made by Network to LSUHSC-NO for the lease of the Leased Premises as set forth in Section 2.2 of this Agreement and the use of certain portions of the Ground Parking Lot.

“State” means the State of Louisiana.

“Substantial Completion” means the date or dates on which (a) the Architect has certified to Network that the Work (or, if approved by the LSUHSC-NO Construction Monitor and the LSU Representative, any portion of the Work) has been completed substantially in accordance with the Plans and Specifications, subject to customary punch list items remaining to be completed, (b) the LSUHSC-NO 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 have been obtained, including, but not limited to, a Certificate of Occupancy (whether temporary or final) and State Fire Marshal approval.

“Term” means the Initial Term and all Renewal Term(s).

“University Medical Office Building” means that certain structure designated as Building ID No. 09928, formerly known as "Seton Clinic." Located on the campus of LSUHSC-New Orleans in New Orleans, Louisiana, Site ID No. 1-36-69, which structure is reflected on Exhibit "C" hereto as "Seton Professional Building."

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

**ARTICLE II.
LEASE OF LEASED PREMISES AND RENT**

Section 2.1 Lease. For and in consideration of payment of Rent as set forth in Section 2.2, Board hereby leases the Leased Premises to Network for the Term, and hereby grants to Network such rights of use and access as are necessary for Network to perform the Work and conduct Permitted Use in the Leased Premises. The parties agree that the Leased Premises are leased to Network unfurnished.

Section 2.2 Rent. Network shall pay Rent to Board for the lease of the Leased Premises as follows:

A. TWENTY-FIVE AND NO/100 DOLLARS (\$25.00) per square foot annually for office space in the Leased Premises and (\$ _____) per square foot annually for clinic space in the Leased Premises for a total of THREE HUNDRED FIFTY-NINE THOUSAND AND NO/100 DOLLARS (\$359,000.00) per year. **[TO BE DETERMINED WHEN APPRAISAL IS COMPLETE.]**

B. Rent shall be due and payable in advance in twelve (12) equal monthly installments of TWENTY-NINE THOUSAND, NINE HUNDRED SIXTEEN AND 66/100 DOLLARS (\$29,916.66) each, on the first day of every month to LSUHSC-NO, and delivered to the following location: . _____.

C. The parties hereto agree that Board will credit Network an amount toward the payment of Rent equal to the documented amount of costs incurred and expenditures actually made by Network after the Effective Date of this Agreement for Improvements made pursuant to Plans and Specifications approved by the LSU Representative, and/or for Network Maintenance, not to exceed a total of THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) in credit. Said credit shall be granted on a dollar-per-dollar basis until the entirety of the THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) is reached or until this Agreement terminates, whichever occurs first.

D. Beginning on the sixth anniversary of the Effective Date, Rent shall be increased annually, effective as of each anniversary of the Effective Date (each, an "Adjustment Date") during the remainder of the term to an amount equal to the product obtained by multiplying (x) the then-current Rent times (y) the CPI Fraction. (For purposes of determining the "CPI Fraction" the numerator shall be the CPI in effect as of the Adjustment Date, and the denominator shall be the CPI in effect as of the date which was one (1) year prior to the Adjustment Date). "CPI" shall mean the Consumer Price Index – United States City Average for all Items for All Urban Consumers (1982-1984=100), published monthly in the "Monthly Labor Review" of the Bureau of Labor Statistics of the United States Department of Labor.

E. In addition to the payment of Rent, Network shall pay to Board Additional Rent in the full sum of the documented amount of costs incurred and expenditures actually made by Board, prior to the Effective Date for repairs and cosmetic changes to the Leased Premises, as requested by Network and agreed to by Board. An invoice for the Additional Rent shall be sent

by Board to Network and shall be due and payable within sixty (60) days of receipt thereof by Network.

Section 2.3 Furnishings. The lease of the Leased Premises in the University Medical Office Building does not include any furnishings or equipment.

Section 2.4 Additions to Leased Premises. Board and Network acknowledge that in the future it may be necessary to amend this Agreement to add square footage to the Leased Premises. In the event that the parties hereto agree to amend the definition of Leased Premises to add to the Leased Premises, any contract adjustments, such as to the amount of square feet rented, shall be agreed to by the parties as a part of the Amendment. All additions to the Leased Premises shall be effected by addendum to this Agreement and may be approved on behalf of Board by the LSU Representative. The Rent to be paid by Network to Board for the additional square footage shall be at the then current rate for comparable space in the Leased Premises. In addition to the payment of Rent on any additional square footage added to the Leased Premises, Network shall pay to Board Additional Rent in the full sum of the documented amount of costs incurred and expenditures actually made by Board prior to the effective date of the Addendum adding additional square footage, which additional Rent shall be for repairs and cosmetic changes to the new areas of the Leased Premises, as requested by the Network, and agreed to by Board. An invoice for the Additional Rent shall be sent by Board to Network and shall be due and payable within sixty (60) days of receipt thereof by Network.

Section 2.5 Common Areas. Network will have the non-exclusive right, along with the other tenants of the University Medical Office Building and their employees and invitees, to use the landscaped areas, first floor lobby, entrance ways, hallways, elevators, fire stairs, restrooms and other areas designated from time-to-time by Board for common tenant use (herein the "Common Areas"). In using the Common Areas, Network will not impede the use of the Common Areas by other tenants, or by Board or LSUHSC-NO, and Network will use its best efforts to prevent its employees and invitees from loitering in the Common Areas or using the Common Areas for other than their intended purpose. Board will have exclusive control and management over the Common Areas and will have the right, from time-to-time, to establish rules and regulations with respect to the use of the Common Areas that do not materially hinder the regular business operations of Network in the Leased Premises, to close temporarily any portion of the Common Areas (provided reasonable access, to the extent not otherwise restricted by any Governmental Authority or as the result of *Force Majeure*, remains open at all times to the Leased Premises), and to increase, reduce, reconfigure, or change the Common Areas in any way Board determines to be necessary or desirable provided any such changes do not materially affect Network's access to the University Medical Office Building, access to parking, and ingress and egress to the Leased Premises or materially increase Network's costs of operating in the Leased Premises. Board will have no liability to Network by reason of any closure, increase, reduction, reconfiguring, or other change in the Common Areas that is performed in conformance with this Section.

Section 2.6 Parking. In addition to the Lease of the Leased Premises, as further consideration for the payment of Rent by Network to Board, Network shall have the right to utilize sixty (60) parking spaces in the Ground Parking Lot reflected as the "Parking Lot" on Exhibit "C" hereto.

**ARTICLE III.
AGREEMENT TO CONSTRUCT AND DONATE IMPROVEMENTS**

Section 3.1 Improvements. Network may construct the Improvements in accordance with the Plans and Specifications at Network's sole cost and expense, and to donate the Improvements to Board after completion of the Work. It is estimated that the total cost of the Improvements, including both construction and design, will be approximately THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00), all of which cost and expense shall be paid by Network. The amount estimated for cost and expense may be increased with the written consent of Network and the LSU Representative, subject to the requirements of Subsections 5.1(a) and 5.1(j) hereof; provided, however, that any such increase shall not increase the total amount of credit toward the Rent set forth in Section 2.2(c) hereof.

**ARTICLE IV.
USE OF LEASED PREMISES**

Section 4.1 Permitted Use. Except with the prior, written consent of the LSU Representative, Network shall use the Leased Premises only for construction and use of the Improvements by Network as its primary practice location, and to provide medical services to its patients.

Section 4.2 Prohibited Uses. Network shall not use the Leased Premises for the sale, distribution, storage, transportation or handling of petroleum or other similar synthetic products. Network shall not make any use of the Leased Premises in violation of any Applicable Laws, and shall not permit any contamination or pollution on or about the Leased Premises or increase the fire or insurance hazard by any use thereof.

Section 4.3 Permits. Before beginning any Work on the Leased Premises, Network shall obtain any permits required by the State of Louisiana, the Parish of Orleans and the United States of America or any of their agencies, subdivisions, or departments and otherwise as required by Applicable Laws.

Section 4.4 Prior Approval. Network shall not install or otherwise place storage tanks in or on the Leased Premises without the LSU Representative's prior written consent which, in addition to any other conditions required by the LSU Representative, shall be subject to the condition that any such tanks shall be located on a concrete slab and shall be surrounded by a retaining wall that will retain the products stored in the tanks in the event of any spill, discharge, leak, overfill, or other release.

Section 4.5 Environmental. Except in conformity with applicable environmental laws and regulations, Network shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of, on or in the Leased Premises, the University Medical Office Building or the Ground Parking Lot (collectively the "Property") by Network, or by Network's agents, employees, contractors, customers, patients, permittees or invitees, other than those Hazardous Substances usually and customarily used in a normal medical office; provided that such Hazardous Substances are used, stored, generated, maintained, disposed, processed, produced or made in compliance with all Applicable Laws. Network shall dispose and remove of all

Hazardous Substances and waste at its own expense, provided however, Board shall have the right to require that Network engage, at Network's expense, a contractor approved by Board to dispose of all Hazardous Substances and waste used, stored, generated or disposed of on the Leased Premises, the University Medical Office Building, or the Ground Parking Lot. If Hazardous Substances are used, stored, generated, or disposed of, on or in the Property during the Term of this Agreement or otherwise as a result of the action of Network or its agents, employees, representatives, contractors, customers, patients, permittees or invitees, Network shall indemnify and hold harmless the Board from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the Property, or any neighboring lands or structures owned by Board, damages caused by losses or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant, and expert fees) arising during or after the Term and arising as a result of that use or contamination by Network or its agents, employees, representatives, contractors, customers, patients, permittees or invitee. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any clean-up, removal, or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the foregoing, if Network or its agents, employees, representatives, contractors, customers, patients, permittees or invitees, cause or permit the presence of any Hazardous Substance on the Property that results in contamination, Network shall promptly, at its sole expense, take any and all necessary actions to return the Property to the condition existing prior to the presence of any such Hazardous Substance on the Property. Network shall first obtain Board's approval for any such remedial action. As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive, and that is regulated by any local government, the State of Louisiana, or the United States Government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste", "extremely hazardous waste", or a "hazardous substance" pursuant to state, federal, or local government law. "Hazardous Substance" includes but is not restricted to asbestos, PCBs, or petroleum.

Notwithstanding any other provision of this Agreement, Network shall not be responsible for environmental contamination or pollution, if any, existing on the Property as of the Effective Date or migrating from off-site onto the Property either before, during, or after Network's occupancy.

ARTICLE V. CONSTRUCTION

Section 5.1 Improvements. At its sole cost and expense, Network shall construct the Improvements in a good and workmanlike manner, in accordance with the following provisions:

A. Plans and Specifications/Change Orders. At least thirty (30) days prior to commencement of construction of any Improvement, proposed final plans and specifications approved by the LSUHSC-NO 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. After approval by the LSU Representative, any change in work and materials relating to construction of the Improvements which either (1) materially alters the nature or quality of the Improvements

and costs more than TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), or (2) materially alters the structure of University Medical Office Building ID # _____ and costs more than TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00), is subject to the prior review and approval of the LSU Representative, which approval shall not be unreasonably withheld, delayed or conditioned. Network 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 Network. If the LSU Representative fails to respond within such seven (7) day period, it shall be deemed that LSU disapproves such changes. Notification to the LSU Representative shall include copies of proposed change orders approved by the Contractor, the Architect, the Network and the LSUHSC-NO 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 not required to be submitted to the LSU Representative by this section shall be submitted in writing (unless written submission is waived by the LSUHSC-NO Construction Monitor) to and received by the LSUHSC-NO Construction Monitor who shall either approve or disapprove any such changes within two (2) Business Days after receipt of such request and copies of the proposed changes from Network. If the LSUHSC-NO Construction Monitor fails to respond within such two (2) Business Day period, it shall be deemed that he disapproves such changes.

B. Commencement and Completion of Work. Unless delayed by Force Majeure, Network agrees, at its own expense, to: (1) commence the Work on the Leased Premises within thirty (60) days after the LSU Representative has given written approval of the notice to commence, whichever is later; and (2) make best reasonable efforts to achieve Substantial Completion of the Work on or before _____, but in any event to complete all Work on or before _____. No work 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. The commencement and completion dates set forth herein may be extended by a written request issued by the Network and approved in writing by the LSU Representative.

C. Construction Contract. The Work shall be performed on behalf of Network pursuant to the terms of the Construction Contract, and Network shall comply with all requirements of La. R.S. 9:4801. Network 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 Network. Proper notice of the Construction Contract and Payment and Performance Bonds shall be recorded properly in the mortgage records of Orleans Parish prior to commencement of the Work. Network shall include a liquidated damages clause acceptable to the LSU Representative in the proposed Construction Contract. No change or 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. Board and Network hereby acknowledge the following, and, to the extent practically and legally

possible, the Construction Contract and all subcontracts entered into by the Contractor shall acknowledge expressly that they have been informed of the following:

- (i) The Work will be performed solely and exclusively for Network.
- (ii) Network is a separate legal entity from LSUHSC-NO and Board. It is not acting as agent for LSUHSC-NO or Board, and Network has no authority to obligate LSUHSC-NO or Board to any extent whatsoever.
- (iii) Neither Board, LSUHSC-NO, 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 the Work performed pursuant to this Agreement.
- (iv) Network has no ownership interest in the Leased Premises on which the Work will be performed. Any improvements placed on the Leased Premises shall become property of Board upon completion of the Work. The Work shall not give rise to any rights against the Leased Premises, the Board or LSUHSC-NO.
- (v) It is understood and agreed that the Board, its members, employees and agents including but not limited to the LSU Representative and the LSUHSC-NO Construction Monitor, shall owe no legal duty to or assume any liability or responsibility to or for 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 the Board, its members, employees and agents including but not limited to the LSU Representative and the LSUHSC-NO 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.

D. Payment and Performance Bonds. Network 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 the Construction Contract. Network, Board and LSUHSC-NO shall be obligees under the bond(s).

E. Rights Concerning the Leased Premises During Construction. To the extent necessary, Network 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 Agreement and, with the prior written consent of LSUHSC-NO Construction Monitor, shall fence or block off that area of the Leased Premises necessary to perform the Work in a safe and secure manner. Network assumes all responsibility for the condition of the Leased Premises during the Term of this Agreement. Network and the Contractor shall maintain the Leased Premises and any improvement or construction thereon in a reasonably prudent manner at all times until the Work is accepted by the LSU Representative and donated to the Board. Board shall not be responsible for the construction of any Improvement or Work. Furthermore, Board shall not be responsible for any maintenance or repairs to the Leased Premises or the Work during the Work. The LSUHSC-NO 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. Network accepts the Leased Premises for the purposes herein outlined without any warranty of title or recourse whatsoever against Board.

F. Access over Adjoining Property during Construction. Board hereby grants to Network a servitude of access over and across such other property owned by Board only in so far as such is reasonably necessary in order for the Network to fulfill its obligations hereunder, provided, however, that such access routes are approved in writing by the LSUHSC-NO Construction Monitor, and do not interfere with the rights of any other occupants of the University Medical Office Building (ID #___). Network shall not unreasonably interfere with Board's use of such other property.

G. LSU Rules and Regulations; Access During Construction. Network agrees that it will comply with all Board and LSUHSC-NO regulations, policies and mandates 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 Network will secure, at its own expense, all necessary permits and licenses from all regulatory agencies or bodies. Network shall make these same requirements of the Contractor. At all times during construction, the LSUHSC-NO 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.

H. Acceptance of Construction. Network and Board agree to work together to identify and facilitate completion of all warranty and punch list items within the first year following acceptance of the Work. Network will not accept the Work without the written approval of the LSU Representative. Board reserves the right to refuse to approve the acceptance of the Work unless monies equal to the value of the punch list deficiencies are withheld by the Network and designated for payment to the Contractor only upon completion of the punch list items. Upon donation of the Work by Network to Board, Network hereby agrees that, to the extent allowed by law, Network will assign or transfer to Board its right to enforce actions against the Contractor and/or the Architect arising out of the Work; provided, however, Network shall continue to be obligated to complete 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.

I. Funds for Construction. At the LSU Representative's request, prior to the commencement of Work, Network shall satisfy the LSU Representative that the total amount of money needed to complete the Work has been collected or acquired by the Network and is dedicated to that use. At the LSU Representative's sole option, Network may be required to provide a letter of credit, a performance bond, or a dedicated escrow account to guarantee its performance. If the LSU Representative determines that outside expertise is needed to review a financing plan, Network shall reimburse the Board or LSUHSC-NO the reasonable cost of employing such experts.

J. On-Site Construction Inspector. If in the LSU Representative's sole discretion, it becomes necessary, Network at Network's expense shall hire an on-site construction inspector or clerk of the works for full time supervision of the Work.

K. Inspection and Survey. Network shall inspect the Leased Premises, and arrange for any necessary surveys and other site investigations at its expense. Network accepts the Leased Premises in its present condition.

L. No Liens; Release of Recorded Liens. Network shall not suffer or permit any liens to be enforced against the Leased Premises or Board by reason of a failure to pay for any work, labor, services or materials supplied or claimed to have been supplied to Network or to anyone through or under the Network. If any such liens shall be recorded against the Leased Premises, Network shall cause the same to be released of record, or in the alternative, if the Network in good faith desires to contest the same, Network shall be privileged to do so, but in such case, Network shall promptly deposit with the Recorder of Mortgages of Orleans 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 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.

Section 5.2 Signage. Before erecting or placing any sign upon the Leased Premises or the Improvements, Network shall submit the design specifications of such sign to the LSU Representative for approval. Network may only erect or place signage hereunder if it has obtained the prior written approval of the LSU Representative.

ARTICLE VI. INSURANCE

Section 6.1 Insurance During Construction. Unless otherwise approved in writing by the LSU Representative, during the Work and prior to the donation of the Improvements to Board, and with respect to any Network Maintenance, Network shall maintain or require the Contractor to maintain the following:

A. Builder's Risk Insurance. Network or Contractor shall provide a Builder's Risk Insurance Policy. The insurance shall afford property hazard insurance coverage against loss or damage by fire, lightning, explosion, earthquake, collapse, theft, sprinkler leakage, vandalism and malicious mischief and such other perils as are included in the ISO Causes of Loss – Special Form (CP130), and against such other insurable perils as, under good insurance practices, from time to time are insured against for properties of similar character and location, for not less than one hundred percent (100%) of the full replacement value of the Work, the Leased Premises, and the Improvements under construction to protect against any damage or loss prior to the completion of the Work, including the Leased Premises and the Improvements. This policy shall be taken out prior to commencement of construction of any Work and may be discontinued only upon the provision to the LSU Representative by Network of written notice of Substantial Completion of all Work. The coverage shall include, but not be limited to, the architect's and engineer's fees to provide plans, specifications and supervision of Work for the repair and/or replacement of property damage following a loss during construction. A certificate

of insurance as evidence of such insurance shall be provided to the LSU Representative prior to commencement of any Work. The policy shall include coverage for the insurable interests, if any, of Board, LSUHSC-NO, the Network and Network's Contractor(s), and any subcontractors as their interests may appear.

B. General Liability and Property Damage Insurance. Network and its Contractors, before commencing any construction, shall procure such comprehensive liability and property damage insurance, including insurance for the operation of motor vehicles, which will cover Network's, Board's, Contractor's and the Architect's legal liability arising out of the construction performed by Network or any of its contractors or subcontractors and by anyone directly or indirectly employed by either 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 buildings, which may arise from operations for the construction of the Work, 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. Network 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 the construction under this Agreement. Written evidence of such insurance shall be provided to the LSU Representative prior to commencement of the Work.

C. Architect's Design, Errors and Omissions. Other than with respect to the performance of Network Maintenance, upon execution of this Agreement, Network shall provide the LSU Representative with evidence that the Architect has procured architect's design, errors and omissions insurance coverage for the Work in an amount acceptable to the LSU Representative, and Board shall be named as an additional insured on said policy.

Section 6.2 Network's Insurance During the Term. Throughout the Term of this Agreement, Network shall at all times maintain or cause to be maintained, with respect to the Leased Premises and the Improvements, 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 bearing a rate of A+XV in the latest Best Casualty Insurance Reports.

TYPE	AMOUNT
Commercial General Liability Insurance for the following where the exposure exists: (a) Property-operations (b) broad form lease liability (c) Products and 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	Limits in an amount not less than: \$2,000,000.00 per occurrence; \$5,000,000.00 General Aggregate; and \$5,000,000.00 Products & Completed Operations Aggregate; less a commercially reasonable deductible. "Claims Made" form is not acceptable.

TYPE	AMOUNT
Business Automobile Liability Insurance for bodily injury and property damage, covering owned automobiles, hired automobiles 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.
Business Interruption Insurance covering loss of rents by reason or total or partial suspension of, or interruption in, the operation of Leased Property caused by the damage thereof.	12 months guaranteed rental revenue

Section 6.3 Insurance Policies. 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 Agreement:

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

B. Failure to Comply with Reporting Requirements. Any failure of the Network 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.

C. Application of Multiple Policies. The Network'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 therefore shall release the Network 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 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 SIRs. The Network 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.

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 Network 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 herein, claims-made policies are not allowed.

K. Verification of Coverage. The Network 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 Network to furnish, deliver and maintain such insurance as provided herein, and expiration of any applicable cure period, then Board may, but shall not shall be obligated to, obtain said insurance on behalf of the Network at the Network's commercially reasonable cost and expense. Failure of the Network to purchase and/or maintain, either itself or through its contractor(s), any required insurance, shall not relieve the Network from any liability or indemnification hereunder.

L. Additional Insureds. The Network, Board and its members, officers, employees and authorized agents shall each be named as additional insureds on all policies required hereby.

M. Additional Insurance. The LSU Representative may review Network'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. Network 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 Network complies with the requirements of this Agreement, such insurance shall fulfill the requirements set forth herein.

O. Limitation on Liability. The insurance and other provisions of this Agreement 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.

ARTICLE VII.

OPERATION, MAINTENANCE, REPAIRS, SECURITY AND OTHER SERVICES

Section 7.1 Permitted Use. Network shall procure and maintain all licenses, permits and accreditation, if any, required for Network's use of the Leased Premises and the Network Equipment.

Section 7.2 Maintenance and Repair of Leased Premises.

A. Board shall provide all janitorial and custodial services to the Leased Premises.

B. Except as to Improvements made by Network and as to Network Maintenance, Board, at its sole cost and expense during the Term, shall provide all other ordinary and routine maintenance to the Leased Premises during the Term including heating, ventilating, air conditioning, mechanical, electrical, elevators, plumbing, fire, sprinkler and security systems.

C. With the prior, written consent of the LSU Representative, Network may perform Network Maintenance, which Network Maintenance, shall be performed in accordance with any conditions or requirements reasonably imposed by the LSU Representative.

Section 7.3 Utilities. Board agrees to be responsible for the cost of all utilities serving the Leased Premises, including electric power, water and sewer, but excluding IT and telephony which will be the subject of a separate agreement between Board and Network. If Network desires to install or use any equipment, trade fixtures, or fixtures using unusual amounts of electricity in the Leased Premises, then Network shall obtain the LSU Representative's approval of such item or items, and Board, at its option, may require that Network pay a charge for said increased electricity usage equal to the estimated increases in the amount charged to the Board as a result of Network's use of any of the aforementioned items. Any such charge for additional electricity shall be paid by Network in monthly installments or at Board's option, upon demand.

Section 7.4 IT Equipment and Telephony. The provision of IT equipment, IT usage and telephony and telephone equipment shall be addressed by the parties in a separate agreement.

Section 7.5 Return of Leased Premises at End of Term. At the Termination of this Lease Agreement, Network shall return the Leased Premises to Board with all improvements made by it in as good a condition as that in which it was received, and/or completed, subject only to the normal wear and tear of a prudent use. The cost and expense of any repairs necessary to restore the condition of the Leased Premises shall be borne by Network.

**ARTICLE VIII.
DONATION OF IMPROVEMENTS AND TITLE TO IMPROVEMENTS**

Section 8.1 Donation of Improvements. Network shall donate the Improvements to Board after all Donation Acceptance Requirements have been completed to the LSU Representative's reasonable satisfaction (unless the LSU Representative agrees in writing to accept the donation of the Improvements subject to Network obligating itself to complete specifically identified Donation Acceptance Requirements). Furthermore, on or before the donation of the Improvements to Board, Network shall assign to Board all guarantees and warranties as set forth in Section 8.2 below. Unless otherwise agreed to in writing by Board and Network, the Work shall not be donated to Board until such events have occurred. Unless otherwise agreed to in writing by the LSU Representative and Network, use and/or occupancy of the Improvements shall be prohibited until the Improvements have been donated by Network to Board.

Section 8.2 Transfer of Ownership. Upon fulfillment of the conditions set forth in Section 7.1 hereof, the Improvements shall be donated to and title and ownership to said Improvements shall be transferred to and shall become owned by Board. Said donation shall occur concurrently with final fulfillment of the conditions set forth in Section 8.1, and, upon said donation, Network shall have no further responsibilities, obligations or liabilities with regard to the Improvements, Leased Premises or the Work except as otherwise specifically set forth in this Agreement. Network shall bear the risk of loss with respect to the Improvements until acceptance of the donation by the LSU Representative. Furthermore, prior to such donation, Network shall obtain guarantees and warranties from the Contractor or Contractors and suppliers of equipment, which guarantees and warranties shall be assigned to and shall run in favor of Board upon the donation of the Improvements, provided, however, Network itself shall make no warranty as to the condition of the Work. To the extent that such terms are available on commercially reasonable terms, guarantees and warranties for the construction and completion of the Improvements shall run from the later of (1) the fulfillment of the conditions set forth in Section 8.1 and this Section 8.2, or (2) the full execution of the donation of the Improvements from the Network to Board or (3) occupancy for the purposes set forth herein (the "Warranty Commencement Date"), which warranties shall include but not be limited to the following items and periods if available:

- A. For one year following the Warranty Commencement Date, all defects in materials and workmanship; and,
- B. For the length of manufacturers' warranties, all appliances and equipment.

Section 8.3 Execution of Documents. Upon fulfillment of the conditions set forth in this Article VIII hereof the parties agree to execute any and all documents necessary to effectuate the donation and the acceptance thereof on behalf of Board. The parties will record the donation and acceptance in the records of Orleans Parish.

Section 8.4 Termination of Agreement by Board. Notwithstanding anything contained in this Agreement, at all times Board shall have the absolute right to terminate this Agreement on thirty (30) days' written notice to Network. Upon such termination either Board shall take title

to the Improvements, or Board, at its option, may require Network to transfer all of its right, title and interest in this Agreement, in any funds dedicated to complete the construction of the Improvements (subject to applicable donor restrictions and the terms of any valid and perfected liens, pledges and other security interests) and in the Improvements already constructed, to another non-profit corporation or entity which meets the requirements of La. R.S. 17:3390, which is acceptable to Board, and which accepts the obligations of the Network hereunder.

ARTICLE IX. INDEMNIFICATION

Section 9.1 Indemnification by Network. Network, for itself and for its successors, assigns, agents, contractors, employees, invitees, customers and licensees, agrees to indemnify, defend and to hold Board harmless against any loss for damages or injuries that may be suffered by Board or by any person, including but not limited to Network's agents, contractors, employees, invitees and licensees, and for any loss for damages or injuries suffered to or by the Leased Premises or the University Medical Office Building, to the extent such loss arises out of or is related to the Work or Network's occupancy or use of the Leased Premises, the Ground Parking Lot or the University Medical Office Building, or to Network's successors, assigns, agents, contractors, employees, invitees, customers, or licensees, except to the extent caused by acts or omissions by Board's members, officers and employees unless said Board, members, officers and employees are acting at the direction or request of the Network, and Network agrees to defend Board with an attorney of Board's choice in any legal action against it and pay in full and satisfy any claims, demands or judgments made or rendered against Board, and to reimburse Board for any legal expenses, including attorney's fees and court costs, which may be incurred by it in defense of any claim or legal action arising thereunder, and repair any damages to the Leased Premises, the Ground Lease Parking Lot, or to the University Medical Office Building.

Section 9.2 Indemnification by Board. To the extent allowed by Applicable Laws, Board, agrees to indemnify, defend and hold Network harmless against any loss for damages or injuries that may be suffered by Network or by any person including but not limited to Board's members, employees, or officers, except if any of such persons are acting at the direction or request of the Network, to the extent that such loss, damage or injuries arise out of or are related to the fault or negligence of Board, its members, employees, or officers, and Board agrees to defend Network in any legal actions against it and, to the extent allowed by Applicable Law, pay in full and satisfy any such claims, demands or judgments made or rendered against Network, and to reimburse Network for any legal expenses, including attorney fees and court costs, which may be incurred by it in defense of any such claim or legal action arising thereunder; provided, however, that Board's costs and expenses incurred in fulfilling this indemnity and defense shall be limited to proceeds from the Office of Risk Management or otherwise which are available for this purpose.

ARTICLE X. TERM

Section 10.1 Term. This Agreement shall remain in full force and effect for an Initial Term of five (5) years, beginning on the Effective Date and shall be automatically renewed for

successive additional one (1) year term(s) unless either party gives sixty (60) days' advance written notice to the other of its intent not to renew.

ARTICLE XI. NOTICES

Section 11.1 Notices. All notices, requests and communications required or permitted by this Agreement, shall be given in writing by (i) personal delivery (confirmed by courier delivery service), (ii) expedited delivery service with proof of delivery, (iii) facsimile and confirmed in writing by mail, or (iv) United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

Such notices when given by Network shall be addressed to Board as follows:

Board:
Board of Supervisors of Louisiana State University and
Agricultural and Mechanical College
Attention: F. King Alexander
President, LSU
3810 West Lakeshore Dr.
Baton Rouge, Louisiana 70808
Facsimile: _____

With copies to:
LSU Health Sciences Center New Orleans
Associate Vice Chancellor for
Property and Facilities Management
433 Bolivar Street, Suite 803
New Orleans, Louisiana 70112

Such notices when given by Board shall be addressed to Network as follows:

Network:
Louisiana State University School of Medicine in New
Orleans Faculty Group Practice
1542 Tulane Avenue, Suite 123-HCN
New Orleans, Louisiana 70112
Facsimile: _____

Any party may change its address for purposes of this Section 11.1 by giving written notice of such change to the other party in the manner provided in this section. Except as expressly provided herein, any notice provided for herein shall become effective only upon and at the time of first receipt by the party to whom it is given, unless such notice is only mailed by certified mail, return receipt requested, in which case it shall be deemed to be received three (3) business days after the date that it is mailed. Either party may, by proper written notice hereunder to the other party, change the individual address to which such notice shall thereafter be sent; provided, however, such new notice address will be effective ten (10) business days after delivery of notice of the new notice address. Rent payments shall be made payable to Board as provided in Section 2.2 above, which Rent payments may be made via regular mail addressed as shown in Section 2.2, but shall not be timely unless received by Board on or before the date on which they are due.

**ARTICLE XII.
NETWORK DEFAULT**

Section 12.1 Default by Network. Board may declare Network in default upon one or more of the following events:

A. Failure to Timely Commence or Complete. Failure of Network to commence and/or complete the Work as set forth in this Agreement, within the time frame allowed, unless such time period has been mutually extended in writing by the LSU Representative and Network unless such failure was caused by a Force Majeure, and which failure has continued for a period of thirty (30) days after receipt of written notice from the LSU Representative specifying such failure and requesting that it be remedied; or

B. Breach of Agreement Covenants. Failure of Network to observe or perform any other covenant, condition or obligation upon its part to be observed or performed under this Agreement for a period of thirty (30) days after receipt of written notice specifying such failure and requesting that it be remedied; or

C. Taking of Improvements. The taking by execution of the Improvements for the benefit of any person or entity other than Board; or

D. Involuntary Bankruptcy. A court having jurisdiction shall enter an order for relief in any involuntary case commenced against Network, as debtor, under the Federal Bankruptcy Code, as now or hereafter constituted, or the entry of a decree or order by a court having jurisdiction in the premises appointing a custodian, receiver, liquidator, assignee, trustee, sequestration, or other similar official of or for Network or any substantial part of the properties of Network or ordering the winding up or liquidation of the affairs of Network, and the continuance of any such decree or order not stayed and in effect for a period of ninety (90) consecutive days; or

E. Voluntary Bankruptcy. The commencement by Network of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or the consent or acquiescence by Network to the commencement of a case under such Code or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestration, or other similar official of or for Network or any substantial part of the properties of the Network; or

F. Abandonment of Project. Network, after commencement of construction but prior to substantially completing construction of the Improvements, abandons (with no intent to continue) construction for a period of ninety (90) consecutive days, excluding delays caused by Force Majeure.

Section 12.2 Failure by Network to Take Remedial Action. Whenever any event of default referred to in this section shall have occurred and be continuing and Network refuses or fails to take the reasonable and necessary remedial action to cure such default in the time period specified therefor, in addition to any other remedies herein or by law provided, Board shall have the right, in addition to any other rights Board may have under Applicable Law, without any further demand or notice, to declare this Agreement terminated. In the event of the termination

of this Agreement, Network expressly waives any notice to vacate. Furthermore, in the event of the termination of this Agreement during the Work, Board shall be the owner of all Improvements made on or to the Leased Premises, provided, however, at Board's sole option and direction, in the event of the termination of this Agreement during the Work, Network shall transfer any Improvements constructed pursuant to the Agreement, its rights and obligations under this Agreement and any funds Network has dedicated to complete the construction of the Improvements (subject to applicable donor restrictions and the terms of any valid and perfected liens, pledges and security interests) to another non-profit corporation or entity which meets the requirements of La. R.S. 17:3390 and which is acceptable to Board.

ARTICLE XIII. BOARD DEFAULT

Section 13.1 Default by Board. Network may declare Board in default upon the failure of Board to observe or perform any covenant, condition or agreement upon its part to be observed or performed under this Agreement for a period of thirty (30) days after receipt of written notice specifying such failure and requesting that it be remedied. If the default be continuing and Board has not taken any action reasonably anticipated to cure such default, in addition to any other remedies herein or by law provided, Network shall have the right, without any further demand or notice to declare this Agreement terminated and shall have no further obligation to perform any of the obligations of Network under this Agreement.

ARTICLE XIV. MISCELLANEOUS

Section 14.1 Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the parties hereto. It is understood and agreed that no provision contained herein, or any acts of the Parties hereto, creates a relationship other than the relationship of Board and Network under this Agreement.

Section 14.2 Attorneys' Fees. If either Party is required to commence legal proceedings relating to this Agreement, the prevailing party to the extent allowed by Applicable Laws shall be entitled to receive reimbursement for its reasonable attorneys' fees and costs of suit.

Section 14.3 Louisiana Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Louisiana, and all obligations of the parties created hereunder are performable in Orleans Parish, Louisiana.

Section 14.4 Non-waiver. No waiver by Board or Network of a breach of any of the covenants, conditions, or restrictions of this Agreement shall constitute a waiver of any subsequent breach of any of the covenants, conditions, or restrictions of this Agreement. The failure of Board or Network to insist in any one or more cases upon the strict performance of any of the covenants of the Agreement, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant or option. A receipt by the Board or acceptance of payment by the Board of Rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach. No waiver, change, modification

or discharge by Board or Network of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the parties hereto.

Section 14.5 Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

Section 14.6 Authorization. By execution of this Agreement, Network and Board each represent to the other that they are entities validly existing, duly constituted and in good standing under the laws of the jurisdiction in which they were formed and in which they presently conduct business; that all acts necessary to permit them to enter into and be bound by this Agreement have been taken and performed; and that the persons signing this Agreement on their behalf have due authorization to do so.

Section 14.7 Use of Name, Logos or Marks. Neither party shall make use of the other party's name, logo or marks without its prior written consent.

Section 14.8 Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless made in writing, dated on or subsequent to the date hereof and duly executed by the parties hereto.

Section 14.9 Assignment, Subleases or Mortgage. The mortgage or encumbrance of the Improvements, the Work or Network's Interest in this Agreement or the Leased Premises without the prior written consent of the LSU Representative, and any attempt to mortgage or encumber the Improvements, the Work or Network's interest in this Agreement or the Leased Premises without the prior written consent of the LSU Representative shall be null and void. Network shall not assign this Agreement or any part hereof without the prior written consent of the LSU Representative, and any attempt of assignment without the prior written consent of the LSU Representative shall be null and void. Network may sublease a portion of the Leased Premises to another non-profit entity with the prior, written consent of the LSU Representative.

Section 14.10 Books, Records and Audit. The books, accounts and records of Network which pertain directly to the Work and construction of the Improvements and/or the occupancy of the Leased Premises shall be maintained at the principal office of Network. Board may at its option and at its own expense during customary business hours, conduct internal audits of the books, bank accounts, records and accounts of Network and its Contractor(s) to the extent necessary to verify compliance with this Agreement or insofar as said books, bank accounts, records and accounts directly relate to Network's performance of its obligations under this Agreement. Audits may be made on either a continuous or periodic basis or both and may be conducted by employees of Board, by independent auditors retained by Board to conduct such audit, or by the Louisiana Legislative Auditor, but any and all such audits shall be conducted without materially or unreasonably or unnecessarily interrupting or interfering with the normal conduct of business affairs of the Network.

Section 14.11 Successors and Assigns. All of the covenants, agreements, terms and conditions to be observed and performed by the parties hereto shall be applicable to and binding

upon their respective successors and assigns including any successor by merger or consolidation of LSUHSC-NO or Board into another educational institution or governing body.

Section 14.12 Notice of Lease. Network agrees not to record this Agreement. At the Network's request, the parties will execute a Notice of Lease for recording in the records of Orleans Parish, and the cost of recording will be borne by Network.

Section 14.13 LSU Representative. In addition to any other individuals specifically authorized in writing by the President of the LSU System to act as the LSU Representative, the Assistant Vice President and University Architect is hereby authorized to act as the LSU Representative. It is understood and agreed that the Board, its members, employees and agents including but not limited to the LSU Representative and the LSUHSC-NO 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 this Agreement or the Work. No party shall infer, based on any consent, approval or review given or undertaken by the Board, its members, employees and agents including but not limited to the LSU Representative and the LSUHSC-NO 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.

Section 14.14 Entire Agreement. This Agreement, together with the exhibits attached hereto, contain the final and entire agreement between the parties hereto with respect to the Leased Premises and contain all of the terms and conditions agreed upon with respect to the Leased Premises, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto; it being the intent of the parties that neither shall be bound by any term, condition, or representations not herein written.

Section 14.15 Curative Matters. Except for the express representations and warranties of the Board set forth in this Agreement, any additional matters necessary or desirable to make the Leased Premises useable for the Network's purpose shall be undertaken, in the Network's sole discretion, at no expense to the Board.

Section 14.16 Terminology. Unless the context of this Agreement clearly requires otherwise, (a) pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations, partnerships, limited liability companies, trusts, and all other entities of every kind and character, (b) the singular shall include the plural wherever and as often as may be appropriate; (c) the word "includes" or "including" shall mean "including without limitation;" (d) the words "hereof," "herein," "hereunder," and similar terms in this Agreement shall refer to this Agreement as a whole and not to any particular section or article in which such words appear unless specifically stated. The section, article and other headings in this Agreement and the table of contents to this Agreement are for reference purposes and shall not control or affect the renovation of this Agreement or the interpretation hereof in any respect. Article, section and subsection and exhibit references are to this Agreement unless otherwise specified. All exhibits attached to this Agreement constitute a part of this Agreement and are incorporated herein. All references to a specific time of day in this Agreement shall be based upon Central Standard Time (or the other standard of measuring time then in effect in New Orleans, Louisiana).

Section 14.17 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be declared an original.

Section 14.18 Authorization. By execution of this Agreement, Network and Board each represent to the other that they are entities validly existing, duly constituted and in good standing under the laws of the jurisdiction in which they were formed and in which they presently conduct business, that all acts necessary to permit them to enter into and be bound by this Agreement have been taken and performed, and that the persons signing this Agreement on their behalf have due authorization to do so.

Section 14.19 Ancillary Agreements. In the event it becomes necessary or desirable for the Board to approve in writing any ancillary agreements or documents concerning the Leased Premises or concerning the construction, operation or maintenance of the Improvements or to alter or amend any such ancillary agreements between the Board and the Network or to give any approval or consent of the Board required under the terms of this Agreement, all agreements, documents or approvals shall be forwarded to the LSU Representative for approval.

Section 14.20 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 International Building Code review, 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.

(Signatures on Following Page.)

*(Signature Page for Lease Agreement for
University Medical Office Building (State ID # 09928))*

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement for University Medical Office Building (State ID # 09928) as of the dates indicated on the attached Acknowledgments.

WITNESSES:

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

Print Name: _____

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

Print Name: _____

WITNESSES:

LSU HEALTHCARE NETWORK

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

**EXHIBIT "A"
TO LEASE AGREEMENT
FOR UNIVERSITY MEDICAL OFFICE BUILDING
(STATE ID# 09928)**

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

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

ACKNOWLEDGMENT

BE IT KNOWN that on this ___ day of _____, 2017, before me, the undersigned Notary Public, duly commissioned and qualified in and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared F. King Alexander, appearing herein in his capacity as the President of Louisiana State University, and appearing on behalf of the 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, who, being by me first duly sworn, declared and acknowledged to me, Notary, that he executed the above and foregoing instrument on behalf of said corporation with full authority of its Board of Supervisors and that said instrument is the free act and deed of said corporation and was executed for the uses, purposes and benefits therein expressed.

IN TESTIMONY WHEREOF, Appearer has executed this acknowledgment in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

Print Name: _____

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

Print Name: _____

PRINT NAME: _____
Notary Public
La. Bar/Notary ID No. _____

EXHIBIT "B"
TO LEASE AGREEMENT
FOR UNIVERSITY MEDICAL OFFICE BUILDING
(STATE ID# 09928)

RESOLUTION OF BOARD OF THE
LOUISIANA STATE UNIVERSITY SCHOOL OF MEDICINE IN NEW ORLEANS
FACULTY GROUP PRACTICE

STATE OF LOUISIANA

PARISH OF _____

ACKNOWLEDGMENT

BE IT KNOWN that on this ____ day of _____, 2017, before me, the undersigned Notary Public, duly commissioned and qualified in and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared _____, appearing herein in his/her capacity as _____ of Louisiana State University School of Medicine in New Orleans Faculty Group Practice, Inc., a non-profit organization, who, being by me and first duly sworn, declared and acknowledged to me, Notary, that ___ executed the above and foregoing instrument on behalf of said corporation with full authority of its Board of Directors and that said instrument is the free act and deed of said Network and was executed for the uses, purposes and benefits therein expressed.

IN TESTIMONY WHEREOF, Appearer has executed this acknowledgment in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

Print Name: _____

By: _____

Louisiana State University School of
Medicine in New Orleans Faculty Group
Practice

Print Name: _____

PRINT NAME: _____

Notary Public

La. Bar/Notary ID No. _____

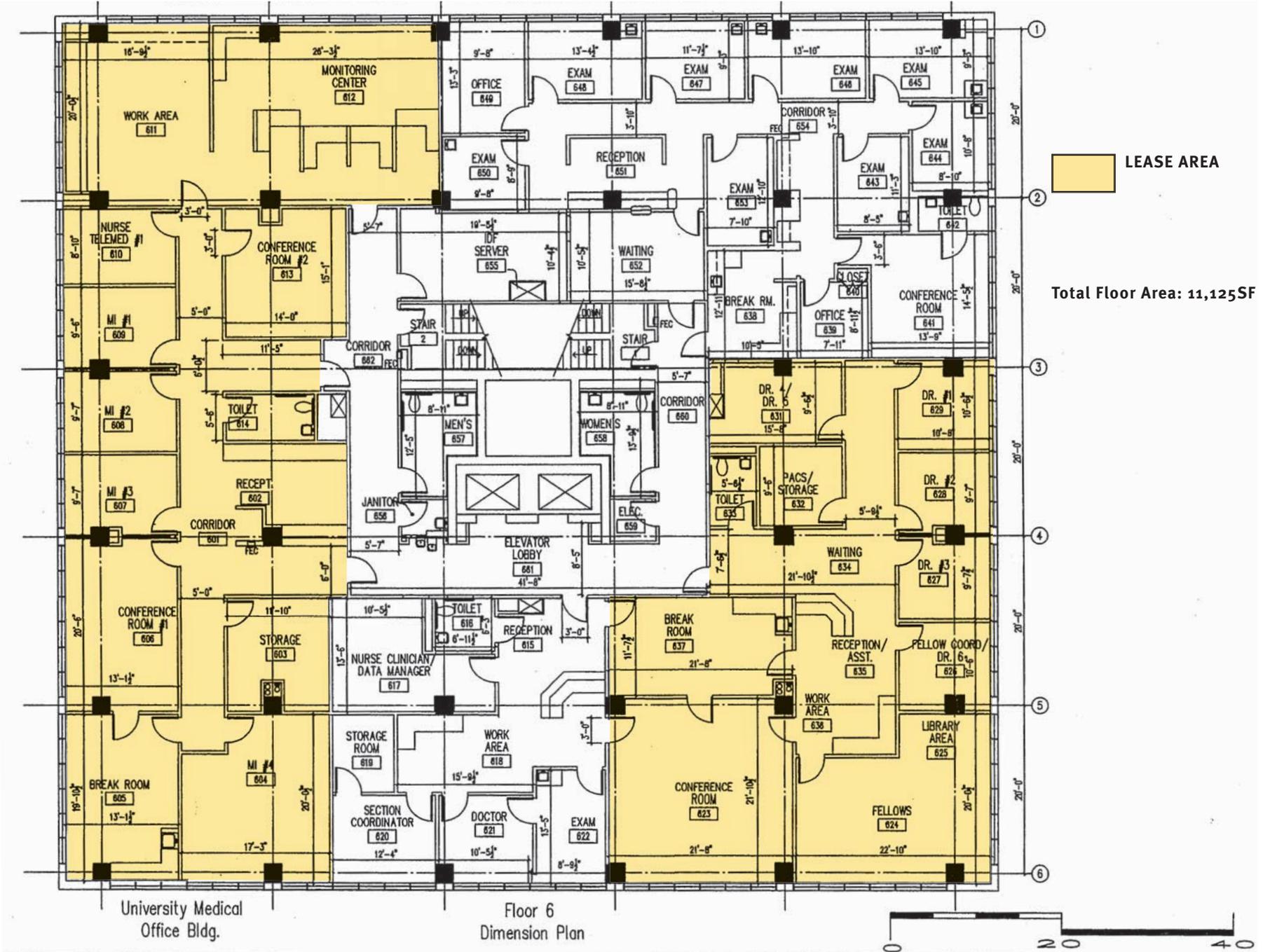
EXHIBIT "C"
TO LEASE AGREEMENT
FOR UNIVERSITY MEDICAL OFFICE BUILDING
(STATE ID# 09928)

PLAT SHOWING UNIVERSITY MEDICAL OFFICE BUILDING AND PARKING LOT

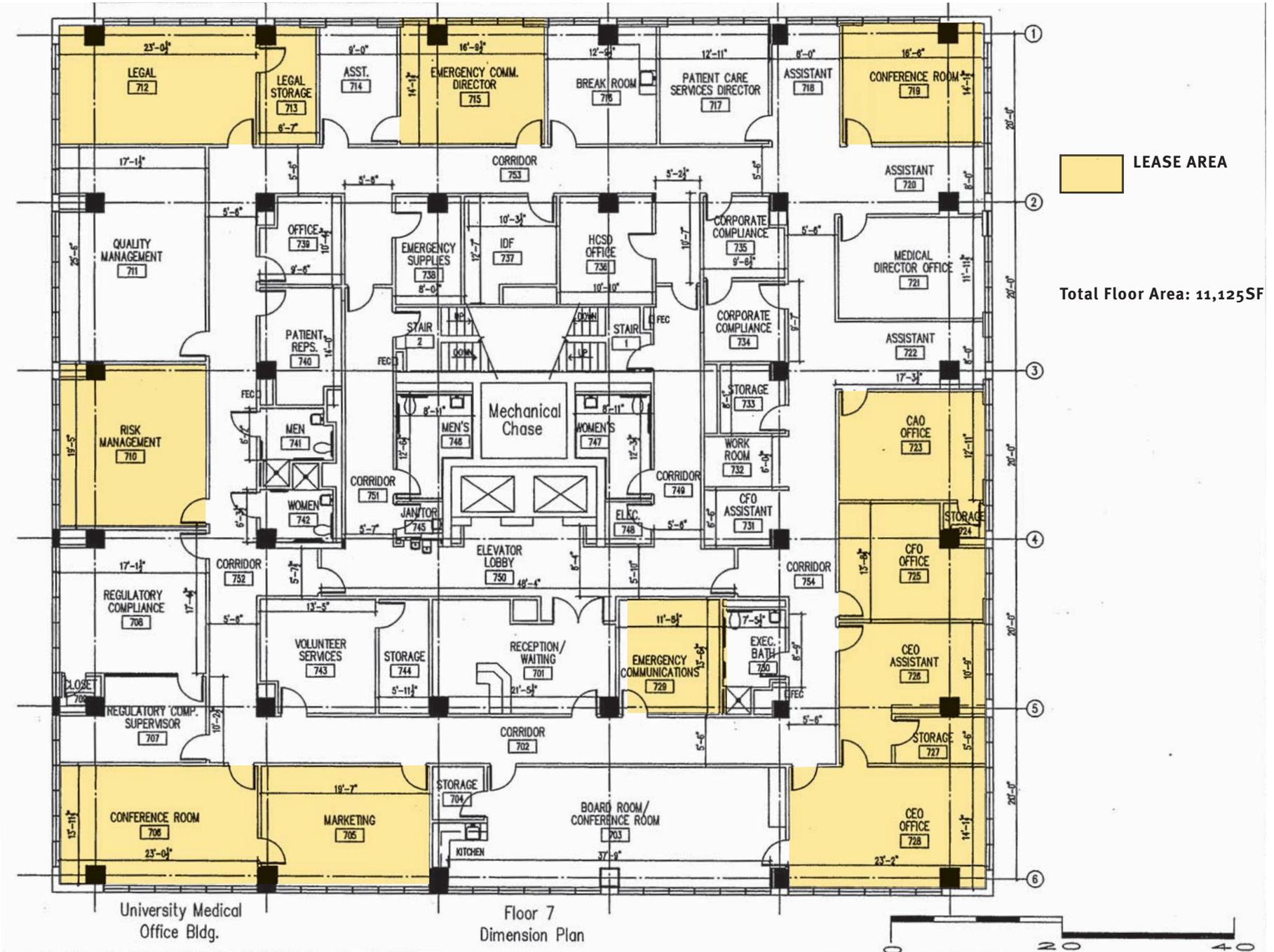
EXHIBIT "D"
TO LEASE AGREEMENT
FOR UNIVERSITY MEDICAL OFFICE BUILDING
(STATE ID# 09928)

LEASED PREMISES

Seton Clinic HEALTHCARE NETWORK LEASE SPACE



Seton Clinic HEALTHCARE NETWORK LEASE SPACE





Request from LSU A&M to Enter into a Non-Binding MOU with the Illinois Central Railroad Company and the Baton Rouge Area Foundation Regarding Rail Line Crossings

To: Members of the Board of Supervisors

Date: January 20, 2016

This is a significant Board matter pursuant to the Board's Bylaws, Art. VII, section:

9.A.5(i) Contracts for capital improvements greater than \$1 million

1. Summary of the Matter

The Baton Rouge Area Foundation (BRAAF) has been working closely with LSU and other state and private-sector stakeholders for the development of the Water Campus, a multi-use development area located along Nicholson Drive near the old Baton Rouge dock. The Water Campus is intended to bring many public and private entities together in a single location to promote the implementation of the state's Coastal Master Plan. LSU has played an important role in the development of the Water Campus, and was one of its first occupants with the LSU River Model Facility.

As part of the implementation of the master development plan for the Water Campus, BRAAF wishes to construct a new road, Water Street, to connect a new building being constructed by the old Baton Rouge City Dock to Nicholson Drive. This Water Street will need to cross the CN rail line owned by the Illinois Central Railroad Company (Illinois Central), as shown on Attachment II. Illinois Central is willing to allow this proposed new crossing of its rail line, but only if at least one existing crossing of its rail line at another location in Baton Rouge is closed.

After extensive discussions with LSU and other Baton Rouge community stakeholders, LSU and BRAAF have identified the rail line crossing at Bella Drive, located on LSU property at the Fire and Emergency Training Institute (FETI) as the most appropriate candidate for removal to satisfy the requirement of Illinois Central and thus allow the construction of a new crossing for the Water Campus. To provide continued, convenient access to the FETI facility, the existing crossing located at the LSU Ag Center's Ben Hur research farm needs to be relocated approximately 1,600 feet to the southeast, still within the Ben Hur research farm, to allow for connection of Ben Hur Road to Bella Drive to access the FETI facility from the Ben Hur crossing. The crossing proposed for removal, along with the proposed relocation of the Ben Hur crossing, is shown on Attachment III. These proposed changes are consistent with the LSU Ag Center Central Research Station Master Plan published in 2007, as amended and updated through 2015.

The parties continue to negotiate the specific details of the various transactions and are working to identify suitable funding sources to implement this overall plan. The proposed Memorandum of Understanding (MOU) which is included as Attachment IV is not binding on LSU or the other parties, but anticipates that the final documents will require the following agreements from LSU:

1. LSU, at its own expense, will temporarily improve a drive to allow for a temporary road between Bella Drive and Ben Hur Road to allow for access to FETI until the permanent relocation of the Ben Hur rail line crossing and the construction of a permanent stretch of road on the same route.

2. LSU will allow for the closing of the Bella Drive rail line crossing and the relocation of the Ben Hur crossing, once (and only if) non-LSU funding and all necessary approvals have been secured.

3. LSU will not seek, for the next 7 years, any additional rail crossings between the proposed realigned Ben Hur Road and Nicholson Drive, unless supported by traffic engineering studies indicating the need for a new crossing within the area.

2. Review of Business Plan

No expenditures by LSU are required at this time. If final agreements are successfully negotiated, LSU anticipates that a temporary gravel road can be inexpensively constructed for the interim connection between Bella Drive and Ben Hur Road. Construction of the permanent new road, the removal of the Bella Drive crossing, and the relocation of the Ben Hur crossing will be approximately \$2 million or more, based on very preliminary estimates, and will be funded with some mix of state capital outlay, City-Parish, and BRAF-raised private funding. LSU has made it clear to the other parties that it cannot provide any funding for this project, other than for construction of the temporary access road.

3. Fiscal Impact

No significant fiscal impact on LSU or the LSU Ag Center is expected from this project.

4. Description of Competitive Process

N/A.

5. Review of Legal Documents

The proposed MOU is expressly stated to be non-binding, and provides only a framework for negotiating specific future agreements. LSU General Counsel has reviewed the proposed MOU and has no objections to its execution.

6. Parties of Interest

LSU, the LSU Ag Center, BRAF, and Illinois Central all have an interest in this proposal.

7. Related Transactions

If funding is identified and the parties successfully negotiate formal, binding agreements in the future, the proposed final agreements will be submitted to this Board for approval at that time in accordance with the requirements of the Bylaws.

8. Conflicts of Interest

None.

ATTACHMENTS

- I. Memo to LSU President F. King Alexander
- II. Water Campus Plan
- III. LSU Relocation Map
- IV. Proposed Memorandum of Understanding between LSU, BRAF, and Illinois Central Railroad

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize Daniel T. Layzell, Vice President for Finance and Administration/CFO of Louisiana State University, acting on behalf and in the name of the Board, and in consultation with LSU General Counsel, to execute a non-binding Memorandum of Understanding with the Baton Rouge Area Foundation and the Illinois Central Railroad Company relative to proposed creation, closure, and relocation of several rail line crossings in Baton Rouge.



CAMPUS CORRESPONDENCE

To: F. King Alexander,
President

Date: December 21, 2016

Through: Daniel T. Layzell,
Vice President for Finance & Administration/CFO

Through: Tony Lombardo, Associate Vice President
Facility & Property Oversight

From: Patrick H. Martin, V, Assistant Vice President
Real Estate, Public Partnerships, and Compliance

Subject **Board of Supervisors Agenda, January 20, 2017 Meeting**
LSU A&M Request to Enter Non-Binding MOU with Illinois Central RR and BRAF

President Alexander:

Please find attached the Request from LSU A&M to Enter into a Non-Binding MOU with the Illinois Central Railroad Company and the Baton Rouge Area Foundation Regarding Rail Line Crossings.

We request this be placed on the agenda for the January 20, 2017, meeting of the Board of Supervisors.

Thank you.

Copied: Roger Husser, Assistant Vice President
LSU A&M
Planning, Design & Construction

Dale Frederick, Director
LSU AgCenter
Facilities Planning



© 2015 URBAN DESIGN ASSOCIATES

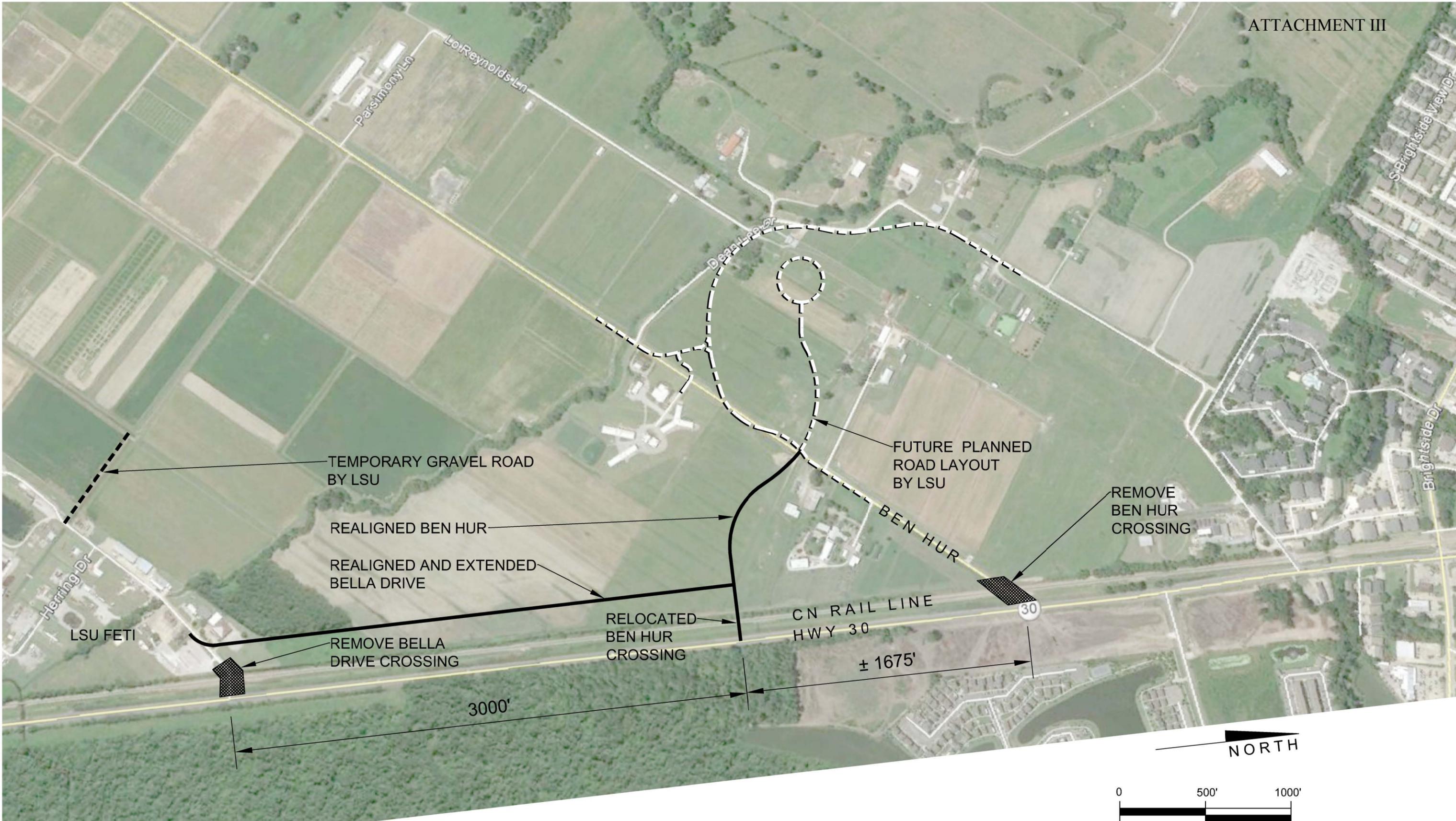
U R B A N D E S I G N A S S O C I A T E S

WATER CAMPUS PLAN

BRAF ~ COMMERCIAL PROPERTIES REALTY TRUST | BATON ROUGE, LOUISIANA

WATER CAMPUS SITE CONCEPTS

29 JULY 2015



SITE PLAN FOR LSU BEN HUR / BELLA DRIVE AND CN RAIL LINE CROSSING MODIFICATIONS

NON-BINDING
MEMORANDUM OF UNDERSTANDING

AMONG

ILLINOIS CENTRAL RAILROAD COMPANY,

THE BATON ROUGE AREA FOUNDATION

AND

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

THIS NON-BINDING MEMORANDUM OF UNDERSTANDING (the "Memorandum") is made as of January 20, 2017 (the "**Effective Date**") by and among:

ILLINOIS CENTRAL RAILROAD COMPANY, an indirect, wholly-owned U.S. operating railroad subsidiary of Canadian National Railway Company (hereinafter referred to as "**CN**");

THE BATON ROUGE AREA FOUNDATION, an active nonprofit corporation duly organized and existing under the laws of the State of Louisiana, appearing on its own behalf and on behalf of its supporting organizations and subsidiaries (hereinafter referred to collectively as "**BRAF**"); and

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE, a public constitutional corporation duly organized and existing under the laws of the State of Louisiana, appearing on its own behalf and on behalf of the component institutions of the Louisiana State University System (hereinafter collectively referred to as "**LSU**"),

(CN, BRAF and LSU are each individually referred to as a "**Party**" and collectively referred to as the "**Parties**"),

and is intended to record the primary points of discussion among the Parties following discussions relating to the construction of a vehicular and pedestrian rail line crossing at Water Street, and a new street to be constructed approximately 0.15 miles north of and parallel to Oklahoma Street in Baton Rouge, Louisiana.

RECITALS

WHEREAS, CN operates approximately 239 route-miles of track in Louisiana;

WHEREAS, on March 25, 2011, BRAF established the Water Institute of the Gulf (the "**Water Institute**"), a Louisiana nonprofit corporation exempt from federal income taxation under Internal Revenue Code Section 501(a) committed to the development, support, facilitation and implementation of science, scholarship, research, engineering, planning, management and construction advancements for water related issues, including without limitation coastal and deltaic environments, that benefit the State and society in general, including providing Louisiana Coastal Protection and Restoration Authority ("**CPRA**") with scientific and technological solutions as it works to implement the State of Louisiana's Coastal Master Plan (collectively, the "**Core Mission**");

WHEREAS, the City of Baton Rouge ("**City**") and Parish of East Baton Rouge ("**Parish**") (collectively, "**City-Parish**", a political subdivision of the State) is the owner of that certain 15.3 acre tract of immovable property and all buildings and improvements

thereon situated adjacent to the Mississippi River, River Road and adjacent to the CN rail line in the City of Baton Rouge, Parish of East Baton Rouge, Louisiana (“**City-Parish Property**”), as reflected on Exhibit “A”, attached hereto and incorporated herein by reference;

WHEREAS, one of the improvements on the City-Parish Property is a dock (“**City Dock**”) which extends into the Mississippi River;

WHEREAS, the State of Louisiana (“**State**”) is the owner of that certain 13.286-acre tract of immovable property and all buildings and improvements thereon situated adjacent to Interstate 10, Nicholson Drive, Brickyard Lane, Terrace Avenue and adjacent to the CN rail line in the City of Baton Rouge, Parish of East Baton Rouge, Louisiana (“**State Property**”), as reflected on Exhibit “B”, attached hereto and incorporated herein by reference;

WHEREAS, BRAF and its affiliates and/or other persons have acquired and may continue to acquire additional property (“**Additional Property**”) in proximity to the State Property and City-Parish Property which will be developed together with the City-Parish Property and the State Property for the Water Campus (individually and collectively, the “**Water Campus**”);

WHEREAS, on July 31, 2014, an affiliate of BRAF donated a 1.281-acre tract of Additional Property to LSU in order for the State, acting through CPRA and the Division of Administration pursuant to an interagency agreement with LSU, to construct and operate the LSU Center for River Studies, a small scale physical model of the lower Mississippi River on the Water Campus (“**River Modeling Center**”).

WHEREAS, in an effort to collaboratively support the Core Mission and the activities and initiatives of CPRA and the Water Institute, the State, the City-Parish and BRAF have entered into cooperative endeavor agreements to fund, construct and operate the Coastal Education and Research Center (“**Dock Building**”) and to make other improvements and add infrastructure to the State Property, the City-Parish Property and the Additional Property as components of the Water Campus, all of which will serve to facilitate implementation of the State’s Coastal Master Plan (the “**Project**”);

WHEREAS, the Water Campus, together with all buildings, infrastructure and other improvements thereon, shall be used as a mixed-use development, which may include, without limitation, space for basic and applied research facilities, administrative offices, conference centers, commercial, retail, hospitality and academic and educational facilities, multi-family housing, public education resources, interpretive exhibits and displays, and other uses compatible with the Core Mission and the activities and initiatives of CPRA and the Water Institute;

WHEREAS, on July 5, 2016, an affiliate of BRAF commenced construction of the Dock Building, which will serve as the headquarters of the Water Institute in accordance with the Core Mission and the activities and initiatives of CPRA and the Water Institute;

WHEREAS, on July 29, 2016, CPRA took possession of and commenced occupancy of its new 4-story, 48,000 square foot headquarters building on Additional Property adjacent to the River Modeling Center on the Water Campus in accordance with the Core Mission and the activities and initiatives of CPRA and the Water Institute;

WHEREAS, in addition to the Water Institute occupying the Dock Building, LSU occupying the River Modeling Center and CPRA occupying an office building adjacent to the River Modeling Center, it is contemplated that regional, national and international coastal, environmental and water-related stakeholders, such as state and federal agencies, educational and research institutions and engineering, environmental, planning and consulting firms, as well as nonprofit advocates will occupy offices and ancillary facilities within the Water Campus;

WHEREAS, in the implementation of the master development plan for the Water Campus, BRAF wishes to construct Water Street, a proposed public road that traverses from the existing City Dock to Nicholson Drive approximately 0.15 miles north of and parallel to Oklahoma Street, with Water Street crossing the CN rail line approximately 0.15 miles north of the Oklahoma Street rail line crossing, as reflected on Exhibit "C", attached hereto and incorporated herein by reference;

WHEREAS, in order to accommodate the construction of Water Street and its associated rail line crossing, the Louisiana Department of Transportation and Development ("**LADOTD**") will need to perform a diagnostic review of the proposed location along with adjacent existing public crossings and recommend the type of highway rail crossing traffic warning devices and related traffic control signals for the construction of an at-grade rail line crossing between the State Property and the City-Parish Property approximately 0.15 miles north of the current Oklahoma Street (DOT Number 302 927K) rail line at-grade crossing of CN's rail line in accordance with mutually approved plans and specifications;

WHEREAS, in order to not oppose the construction of Water Street and its associated rail line crossing, CN requires the permanent closure of one (1) existing at-grade rail line crossing within the City and/or Parish;

WHEREAS, LSU owns and operates the Ag Center's Ben Hur Farm-Central Research Station and the Fire and Emergency Training Institute ("**FETI**") approximately three (3) miles south of the LSU main campus in Baton Rouge, Louisiana;

WHEREAS, Ben Hur Road (DOT Number 302 950E) crosses the CN rail line within the boundaries of the Ben Hur Farm-Central Research Station and Bella Drive (DOT Number 302 951L) crosses the CN rail line within the boundaries of the FETI;

WHEREAS, LSU, as a stakeholder and partner in the Water Campus, wishes to submit the relocation of Ben Hur Road and its associated rail line crossing (City-Parish Project No. 01-CS-US-0017; State Project No. H.004081) and the permanent closure of the Bella Drive rail line crossing and connection of Bella Drive to the relocated Ben Hur Road

for CN's consideration in connection with the accommodation of Water Street and its associated rail line crossing;

WHEREAS, the relocation of Ben Hur Road and its associated rail line crossing is consistent with the long-term master plans of LSU and its Ag Center;

WHEREAS, North Street (DOT Number 302916X) crosses the CN rail line near its intersection with River Road within the boundaries of the city limits of Baton Rouge, Louisiana; and

WHEREAS, BRAF, working with the City-Parish, which is also a stakeholder and partner in the Water Campus, wishes to submit the permanent closure of the North Street rail line crossing for CN's consideration in connection with the accommodation of Water Street and its associated rail line crossing;

NOW THEREFORE, for the purpose of supporting and facilitating the construction of Water Street and its associated rail line crossing within the Water Campus in Baton Rouge, Louisiana, and in consideration of the mutual promises and covenants set forth herein, the Parties hereto agree in good faith to negotiate agreements to attempt to implement the following objectives:

1. Objectives. The objective of this Memorandum is to express the willingness of the Parties to:
 - a. support and facilitate the construction of Water Street and its associated rail line crossing within the Water Campus in Baton Rouge, Louisiana;
 - b. support and facilitate the installation of highway rail crossing traffic warning devices and additional rail crossing safety improvements if required by LADOTD at the Water Street rail line crossing;
 - c. support and facilitate the relocation of Ben Hur Road and its associated rail crossing within the boundaries of LSU Ag Center's Ben Hur Farm-Central Research Station in Baton Rouge, Louisiana;
 - d. support and facilitate the permanent closure of the Bella Drive crossing within the boundaries of FETI in Baton Rouge, Louisiana;
 - e. support and facilitate the connection of Bella Drive to the relocated Ben Hur Road immediately west of the CN rail line as illustrated in Exhibit "D";
 - f. support and facilitate the permanent closure of the North Street crossing near its intersection with River Road within the boundaries of the city limits of Baton Rouge, Louisiana; and

- g. clearly identify the roles and responsibilities of each Party as they relate to these Objectives.

2. CN's Responsibilities under this Memorandum.

- a. Relocation of Ben Hur Road, Bella Drive, & Ben Hur Crossing – CN agrees to the relocation of Ben Hur Road (City-Parish Project No. 01-CS-US-0017; State Project No. H.004081), which would close Ben Hur Road and the associated rail line crossing where it currently intersects with Nicholson Drive and relocate it to a new intersection and associated rail line crossing with Nicholson Drive, which is approximately 1,600' southeast of the current intersection. Additionally, CN agrees to the permanent relocation of Bella Drive, which would close Bella Drive and the associated rail line crossing where it currently intersects with Nicholson Drive, and connect Bella Drive to the relocated Ben Hur Road and its associated rail line crossing with Nicholson Drive to facilitate ingress and egress to FETI as illustrated in Exhibit "D". All work by CN will be accomplished in accordance with CN's applicable labor agreements. All costs for CN work, including FHWA-approved overhead rates, will be reimbursed to CN by BRAF, the City-Parish, the State, or other stakeholder entities.
- b. Water Street & Crossing – A key element of the plan for the Water Campus is Water Street, a proposed public road that traverses from the existing City Dock to Nicholson Drive, crossing the CN rail line. CN agrees to not oppose efforts to establish the Water Street at-grade rail line crossing. Construction of said new crossing is to be done in accordance with CN's applicable labor agreements. All costs for CN work, including FHWA-approved overhead rates, will be reimbursed to CN by BRAF, the City-Parish, the State, or other stakeholder entities.
- c. Oklahoma Street Crossing – CN agrees to support LADOTD's installation of whatever highway rail crossing traffic warning devices LADOTD deems are necessary at the current Oklahoma Street rail line crossing. Installation and maintenance of said devices is to be done in accordance with CN's labor agreements. All costs for CN work, including FHWA-approved overhead rates, will be reimbursed by BRAF, the City-Parish, the State, or other stakeholder entities.
- d. North Street Crossing - CN agrees to the permanent closure of the North Street rail line crossing near its intersection with River Road, and the permanent vacation of a roadway at that location. All work to accomplish the physical closure of the existing crossing will be done in accordance with CN's labor agreements. All costs for CN work, including FHWA-approved overhead rates, will be reimbursed by BRAF, the City-Parish, the State, or other stakeholder entities.

- e. Cost – CN shall not be responsible for any costs for any aspect of the matters discussed in this Memorandum.

3. BRAF's Responsibilities under this Memorandum.

- a. Water Street & Crossing – BRAF agrees to secure funding for and facilitate the construction of Water Street and the associated rail line crossing; BRAF further agrees to secure funding for the installation of whatever highway rail crossing traffic warning devices or additional roadway treatments LADOTD deems are necessary at the Water Street rail line crossing.
- b. Oklahoma Street Crossing – BRAF agrees to secure funding for the installation of whatever highway rail crossing traffic warning devices or additional roadway treatment LADOTD deems are necessary at the current Oklahoma Street rail line crossing.
- c. North Street Crossing – BRAF agrees to work with the City-Parish to secure all necessary approvals and funding to close the North Street rail line crossing, and the permanent vacation of a roadway at that location, where North Street currently intersects with River Road, as illustrated in Exhibit "E".
- d. Federal and State Funding – BRAF agrees to secure the necessary funding for the permanent relocation of Ben Hur Road, Bella Drive, and the new Ben Hur rail line crossing as described in 2.a. above and 4.b. below with and through LADOTD and the City-Parish.

4. LSU's Responsibilities under this Memorandum.

- a. Bella Drive to Ben Hur Road – LSU, at LSU expense, agrees to temporarily improve a currently unpaved dirt road by surfacing it with gravel, thus improving accessibility between Bella Drive and Ben Hur Road and providing a means of ingress and egress to FETI for use until the permanent relocation of Ben Hur Road and Bella Drive as illustrated in Exhibit "D".
- b. Relocation of Ben Hur Road, Bella Drive, & Ben Hur Crossing – LSU agrees to the permanent relocation of Ben Hur Road once all necessary approvals and funding have been secured for this project (City-Parish Project No. 01-CS-US-0017; State Project No. H.004081), which would close Ben Hur Road and the associated rail line crossing where it currently intersects with Nicholson Drive and relocate it to a new intersection and associated rail line crossing with Nicholson Drive, approximately 1,600' southeast of the current intersection. Additionally, LSU agrees to the permanent relocation of Bella Drive once all necessary approvals and funding have been secured for this

project, which would close Bella Drive and the associated rail line crossing where it currently intersects with Nicholson Drive, and connect Bella Drive to the relocated Ben Hur Road and its associated rail line crossing with Nicholson Drive to facilitate ingress and egress to FETI as illustrated in Exhibit "D".

- c. LSU Campus Master Plan – LSU agrees that access to the LSU Ag Center’s Ben Hur Farm-Central Research Station through a relocation of Ben Hur Road and the construction of a new Bella Drive to access FETI are included in the LSU Ag Center Central Research Station Master Plan published in 2007, as amended and updated through 2015.
- d. Moratorium on Additional Crossing(s) – For a period of seven (7) years from the date of execution of a mutually acceptable definitive agreement by and between CN and LSU related to this Memorandum, LSU agrees that it will not request any additional at grade crossings, public or private, between the proposed realigned Ben Hur Road and LA 327; however, it is understood and agreed to by the Parties that a change in circumstances with respect to the Ben Hur Farm-Central Research Station may warrant a modification of this moratorium, so long as such modification is supported by traffic engineering studies indicating the need for a new at-grade crossing within this line segment, and that timely consideration of such request by LSU shall not be unreasonably withheld or opposed by CN.

5. Miscellaneous Provisions.

- a. Entirety. This Memorandum constitutes the entire agreement and merges and supersedes all prior understandings and representations between the Parties concerning the subject matter.
- b. Non-Assignment. This Memorandum shall not be assigned by any Party without the consent of the other Parties, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, any Party may assign this Memorandum in connection with the transfer of all or a significant amount of its assets.
- c. Term; Termination. The term of this Memorandum shall continue for a period commencing with the Effective Date and terminating on December 31, 2018, unless either: (a) all mutually acceptable definitive agreements related to this Memorandum are signed by the Parties on or before such date, or (b) the Parties agree in writing to extend the terms of this Memorandum. Any Party may terminate its continued participation in the discussions contemplated by this Memorandum, and the Memorandum, at any time and for any reason or no reason by giving the other party written notice of the termination. Signed, emailed or faxed documents shall

constitute originals and written notice. Nothing in this Memorandum requires any party to enter into any other agreement with any other party hereto.

- d. Authorization. The signing of this Memorandum is not a formal undertaking, nor is it intended to be a binding agreement. It implies that the Parties will strive to negotiate binding agreements to accomplish the objectives stated in this Memorandum in a timely manner. It is understood and agreed that the Parties shall not be contractually bound unless and until all definitive agreements have been negotiated, prepared and executed.
- e. Points of Contact. Each Party agrees to provide a point of contact, who will serve as the responsible person to ensure that activities outlined in this Memorandum are accomplished as agreed.

- i. For CN:

- Jim Kvedaras
Director – U.S. Government Affairs
CN
17641 South Ashland Avenue
Homewood, IL 60430
Telephone: (708) 332-3508
Email: jim.kvedaras@cn.ca

- ii. For BRAF:

- Edmund Giering
General Counsel
Baton Rouge Area Foundation
100 North Street, Suite 900
Baton Rouge, LA 70802-5264
Telephone: (225) 387-6126
Email: egiering@braf.org

- iii. For LSU:

- Dan Layzell
Vice President for Finance & Administration and CFO
Louisiana State University
330 Thomas Boyd Hall
Baton Rouge, LA 70803
Telephone: (225) 578-4342
Email: dlayzell@lsu.edu

f. Commercially Reasonable Efforts.

- i. The Parties agree to use commercially reasonable efforts to take or cause to be taken all actions and to do or cause to be done all things necessary or appropriate to consummate and make effective the actions contemplated by this Memorandum.
- ii. The Parties acknowledge that commercially reasonable efforts will not be interpreted as requiring the initiation or settlement of litigation or the payment of money (other than usual and customary expenses associated with negotiating and closing transactions of the nature set forth herein, including, without limitation, fees and expenses required to be paid under existing contractual obligations and processing or review fees and reimbursement for legal fees and other out-of-pocket expenses customarily required), nor that any party take any action (or refrain from any action) that it does not believe to be in its best interests.

g. Governing Law. This Memorandum shall be governed by, construed by, and enforced in accordance with the laws of the State of Louisiana.

h. Captions. The captions or headings in this Memorandum are for convenience only and do not define or limit the scope or extent of this Memorandum.

i. Counterparts. This Memorandum may be executed in several counterparts, each of which shall be deemed an original, and all of which when taken together shall be deemed one and the same Memorandum.

j. Amendment. This Memorandum may be amended at any time upon the mutual consent and written approval of all Parties.

THIS SPACE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, each party hereto has caused this Memorandum to be duly executed by its authorized representative as of the date first written above.

ILLINOIS CENTRAL RAILROAD COMPANY

By: _____

Name: _____

Title: _____

THE BATON ROUGE AREA FOUNDATION

By: _____

Name: _____

Title: _____

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

By: _____

Name: _____

Title: _____



**Recommendation from LSU A&M to Authorize the President to
Execute a Lease Amendment for Demolition and
Improvements to the South End Zone of
Tiger Stadium with Tiger Athletic Foundation**

To: Members of the Board of Supervisors

Date: January 27, 2017

This matter is a significant board matter pursuant to Board of Supervisors Bylaws Art. VII:

Section 9.A.3 The lease of immovable property owned or controlled by the University.

Section 9.A.5.(i). Any contract for the construction, renovation, or other capital improvement of buildings or other immovable property with a cost greater than \$1,000,000.

1. Summary of the Matter

Tiger Athletic Foundation (“TAF”) requests consideration and approval to lease additional property to TAF for the purpose of permitting TAF to demolish the South End Zone dormitories, relocate utilities and perform paving work (the “Amendment Work”) at TAF’s cost and in strict accordance with plans and specifications approved by LSU, applicable LSU policies and procedures and requirements of an existing lease granted to TAF pursuant to the terms of the South End Zone Cooperative Endeavor and Lease Agreement entered into by the Board and TAF (the “Lease Agreement”). The Amendment Work will be performed within an area on an abutting property currently under lease to TAF.

The proposed lease amendment would be effective as of January 30, 2017, and terminate on either August 31, 2017, or completion of the Amendment Work, whichever is earlier, unless extended upon written consent by the President of LSU. The Amendment Work will be donated to LSU upon completion.

2. Review of Business Plan

TAF has sufficient funds in the form of private contributions donated for the purpose of paying expenses incurred by TAF in connection the design and construction of the Amendment Work.

3. Fiscal Impact

The cost of the Amendment Work is will not exceed Two Million Two Hundred Thousand Dollars (\$2,200,000). The estimated amount may be increased only with the written consent of TAF and the LSU Representative. All costs and expenses shall be paid by TAF from private contributions donated for the purpose of supporting the design, construction and related expenses incurred by TAF in connection with the Amendment Work.

4. Description of Competitive Process

Contracts will be negotiated between TAF and one or more contractors following the acceptance of competitive bids.

5. Review of Legal Documents

Before execution by the President, all legal documents will be reviewed by LSU for legal sufficiency and compliance with LSU policies, procedures and practices. Pursuant to the terms of the attached Lease

Amendment, Board will grant to TAF and its contractors rights of access and use of LSU property for the sole purpose of permitting the Work. Lease provisions include requirements that: construction must be at TAF's expense; contractors must be licensed in Louisiana and provide labor and materials payment bonds for the full amount of the construction contract naming TAF and the Board as dual-obligees; unless waived by the LSU Representative, contractors must provide specific insurance in certain minimum amounts naming the Board and TAF as additional insureds; and, Plans and Specifications must be approved by the LSU Representative prior to commencement of construction.

6. Parties of Interest

Board, LSU and Tiger Athletic Foundation are the primary parties in interest.

7. Related Transactions

There is an existing Lease to Tiger Athletic Foundation granted pursuant to the terms of the South End Zone Cooperative Endeavor and Lease Agreement dated September 20, 2012.

8. Conflicts of Interest

None

ATTACHMENTS:

- I. Draft Lease Amendment

RECOMMENDATION:

The Staff recommends the Board consider the resolution(s) set forth below.

RESOLUTION:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College authorizes F. King Alexander, in his capacity as President of LSU, to execute an Amendment to the existing ground lease granted to Tiger Athletic Foundation by the Board pursuant to the South End Zone Cooperative Endeavor and Lease Agreement, in order to facilitate demolition of dormitories located in the South End Zone area of Tiger Stadium, the relocation of utilities and paving work, and to execute related agreements as may be reasonably necessary to facilitate the project;

BE IT FURTHER RESOLVED that the Board, pursuant to the Uniform Affiliation Agreement between it and the Tiger Athletic Foundation, finds an acceptable University purpose for Tiger Athletic Foundation to enter into the proposed Lease Amendment, and any related or ancillary contracts and agreements reasonably necessary for the project; and,

BE IT FURTHER RESOLVED that F. King Alexander, in his capacity as President of LSU, or his designee, is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, to include in the Lease Amendment any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors.

LEASE AMENDMENT

This Lease Amendment is made and entered into as of the 30th day of January, 2017, by and between:

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (“LSU”), herein represented by F. King Alexander, the duly authorized President of Louisiana State University,

and,

TIGER ATHLETIC FOUNDATION (“TAF”), herein represented Richard B. Perry, its duly authorized President and Chief Executive Officer.

WHEREAS, LSU and TAF entered into a Cooperative Endeavor and Lease Agreement dated as of September 20, 2012 (the “Lease Agreement”), pursuant to which LSU leased to TAF certain property more fully described on Exhibit “A”, located on the south side of Tiger Stadium for purposes of constructing the South End Zone Addition to Tiger Stadium and making related improvements;

WHEREAS, LSU desires to authorize TAF to undertake work within an area on and abutting property current leased to TAF; and,

WHEREAS, the work consisting of the demolition of South End Zone dormitories, utility relocation and paving (the “Amendment Work”) in accordance with plans and specifications approved by LSU and in accordance with applicable LSU policies and procedures and requirements of the Lease Agreement will result in benefits to both LSU and TAF;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the parties intending to be legally bound, agree as follows:

1. **Lease of Additional Property.** The Lease Agreement is hereby amended, effective January 30, 2017, to include the property described on Exhibit “B” (the “Additional Property”).

2. **Purposes.** The Additional Property is leased to TAF for the sole purpose of performing the Amendment Work at TAF’s cost, which will not exceed \$2,200,000. The Amendment Work shall be performed in strict accordance with plans and specifications approved by LSU, applicable LSU policies and procedures and requirements of the Lease Agreement.

3. **Term.** Unless extended by written agreement executed by the President of LSU and TAF, the Amendment Work shall be completed and the lease of the Additional Property

shall terminate upon completion of the Amendment Work or August 31, 2017, whichever date is earlier.

4. **No Modification.** Except as expressly modified herein, the terms and conditions of the Cooperative Endeavor shall remain in full force and effect and are ratified and affirmed by the parties hereto. The Amendment Work shall be performed only subject to the same terms and conditions applicable to the Work as defined in the Lease Agreement, to the same extent as if the Amendment Work were included in the definition of the Work as set forth in Section 1.1 of the Lease Agreement.

EXECUTED and effective as of the 30th day of January, 2017.

LSU

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

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

TAF

TIGER ATHLETIC FOUNDATION

By: _____
Richard B. Perry, President and Chief
Executive Officer



Request from LSU A&M to Approve an Amended Employment Contract with David Aranda, Associate Head Coach Football

To: Members of the Board of Supervisors

Date: January 27, 2017

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.c. Appointments and all other personnel actions relating to coaches other than Head Coaches with a salary of \$250,000 or above.

1. Summary of the Matter

This resolution seeks approval of the proposed employment contract for David Aranda, Associate Head Coach Football. The key terms of the proposed contract are summarized below:

		Current	Proposed	Change	%	Notes
<i>Basic</i>	Term Ends	3/31/2019	3/31/2020	1 year		a
	Base Salary	\$ 500,000	\$ 500,000	\$ -	0%	a
	Supplemental Media Comp	\$ 750,000	\$ 1,300,000	\$ 550,000	73%	a
<i>Incentive</i>	Post-Season (max)	\$ 125,000	\$ 125,000	\$ -	0%	b
	Coach of the Year	\$ -	\$ 25,000	\$ 25,000	100%	b
	Academic (max)	\$ -	\$ -	\$ -		
<i>Benefits</i>	Automobile	\$ -	\$ -	\$ -		
	Club Membership	Yes	Yes			a
	Other					
Total Certain Compensation		\$ 1,250,000	\$ 1,800,000	\$ 550,000	44%	

Notes:

- a. This contract replaces the current contract with a new three (3) year contract. Supplemental compensation increases to \$1,300,000 effective November 26, 2016 through the remainder of calendar year 2016, it remains \$1,300,000 for calendar year 2017, \$1,350,000 for calendar year 2018, and \$1,400,000 for calendar year 2019 and prorated calendar year 2020. Club membership is at the option of Head Coach.
- b. As per Schedule A of Coach Aranda’s contract, he will receive set amounts for team achievements in SEC and for post season bowl compensation which are the same as his prior contract. A \$25,000 incentive for being named National Defensive Coach/Coordinator for the Year was added to this contract.

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. Memorandum of Agreement: David Aranda, Associate Head Coach Football

RECOMMENDATION:

Based on the recommendation of the Athletic Director, it is recommended that the Board authorize the President to sign the proposed contract with David Aranda, Associate Head Coach Football.

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, or his designee, to sign the contract amendment of Associate Head Coach David Aranda as described in this item, and to include in such amendments any 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 Aranda, Associate Head Coach Football

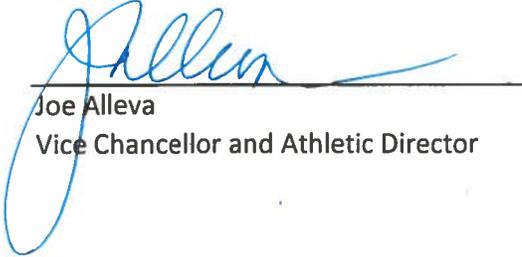
		<i>Current</i>	<i>Proposed</i>	<i>Change</i>	<i>%</i>	<i>Notes</i>
<i>Basic</i>	Term Ends	3/31/2019	3/31/2020	1 Year		a
	Base Salary	\$ 500,000	\$ 500,000	\$ -	0%	a
	Supplemental Media Comp.	\$ 750,000	\$ 1,300,000	\$ 550,000	73%	a
<i>Incentive</i>	Post-Season (max)	\$ 125,000	\$ 125,000	\$ -	0%	b
	Coach of the Year	\$ -	\$ 25,000	\$ 25,000	100%	b
	Academic (max)	\$ -	\$ -	\$ -		
<i>Benefits</i>	Automobile					
	Club Membership	Yes	Yes			a
	Other					
Total Certain Compensation		\$ 1,250,000	\$ 1,800,000	\$ 550,000	44%	

Notes

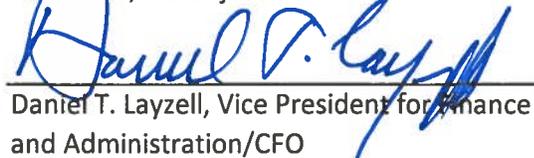
(a) This contract replaces the current contract with a new three (3) year contract. Supplemental compensation increases to \$1,300,000 effective November 26, 2016 through the remainder of calendar year 2016, it remains \$1,300,000 for calendar year 2017, \$1,350,000 for calendar year 2018, and \$1,400,000 for calendar year 2019 and prorated for calendar year 2020. Club membership is at the option of the Head Coach. *30/MSZ* *9/MSZ*

(b) As per Schedule A of Coach Aranda's contract, he will receive set amounts for team achievements in SEC and for post season bowl compensation which are the same as his prior contract. A \$25,000 incentive for being named the National Defensive Coach/Coordinator for the Year was added to this contract.

Recommended


 Joe Alleva
 Vice Chancellor and Athletic Director

Reviewed, No Objections


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

Reviewed, No Objections


 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 27th day of January, 2017, by and between BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE, 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 Aranda (“EMPLOYEE”):

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

- A. “LSU”: The campus of Louisiana State University and Agricultural and Mechanical College which is located in Baton Rouge, Louisiana.
- B. “President”: The President of Louisiana State University and Agricultural and Mechanical College.
- C. “Athletic Director”: The Vice Chancellor and Director of Athletics at LSU.
- D. “Base Salary Amount”: The annual sum of Five Hundred Thousand and No/100 dollars (\$500,000.00).
- E. “Start Date”: November 26, 2016.
- F. “End Date”: March 31, 2020.
- G. “Program”: The intercollegiate Football program at LSU.
- H. “Team”: The intercollegiate athletic team which is a part of the Program.

2. **Employment.** LSU does hereby employ EMPLOYEE as Associate Head Coach and Defensive Coordinator of the Team. EMPLOYEE will report directly to the Head Coach

of the Team and through him to the Athletic Director. It is the goal of the parties that Employee will serve in such position throughout the term of this Agreement.

3. **Duties and Responsibilities.** As Associate Head Coach and Defensive Coordinator of the Team, EMPLOYEE's duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the Athletic Director and the Head Coach of the Team:

- A. Performing all duties reasonably assigned to EMPLOYEE by the Head Coach of the Team or the Athletic Director so long as such duties are consistent with those duties typically assigned to Defensive Coordinators at colleges or universities that compete in the college football classification generally known as the Power Five, within the National Collegiate Athletic Association ("NCAA");
- B. Promoting the success of the Team and its student athletes both athletically and academically;
- C. Being reasonably knowledgeable, with reasonable assistance from LSU, of: (i) all 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**";
- D. Complying with all Governing Athletics Regulations;

- E. Promptly reporting any known or reasonably suspected violation(s) of Governing Athletics Regulations to the Athletic Director and the Associate Athletic Director for Compliance;
- F. Cooperating fully in any investigation of possible NCAA violations conducted or authorized by LSU, the SEC, or the NCAA at any time;

- G. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- H. Reasonably understanding, observing, upholding, and promoting LSU's 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 consistent with LSU's mission;
- I. Cultivating and maintaining reasonable interaction with members of the LSU community, in accordance with the policies and instructions of the Head Coach of the Team and the Athletic Director;
- J. Using reasonable efforts to exercise due care and supervision to ensure that all student athletes and other individuals under or subject to EMPLOYEE'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;
- K. Using reasonable efforts to promote the goal of LSU that every student athlete obtains 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;

L. 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; and

M. Performing all other reasonable duties customarily performed by football assistant coaches serving at colleges or universities that compete in the NCAA college football classification generally known as the Power Five.

4. **Term.** The term (the “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 11 of this Agreement. This Agreement will automatically be renewed for an additional period of one year effective the day after the End Date and each anniversary thereof unless the Agreement has been terminated pursuant to Section 11 or written notice of non-renewal has been given by either party at least 30 days before the End Date.

5. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in twelve (12) equal monthly installments on LSU’s regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies. However, in no event will EMPLOYEE’S Base Salary Amount be reduced as a result of any such review.

6. **Supplemental Compensation.**

- A. While employed under this Agreement, EMPLOYEE will earn and receive Supplemental Compensation during each calendar year of this Agreement in the following annualized amounts payable in twelve (12) equal monthly installments on LSU's regular monthly payroll date and pro-rated appropriately for partial years:

One Million Three Hundred Thousand and No/100 (\$1,300,000.00) Dollars (before pro-ration) – Effective November 26, 2016 through December 31, 2016.

One Million Three Hundred Thousand and No/100 (\$1,300,000.00) Dollars – Effective January 1, 2017 through December 31, 2017.

One Million Three Hundred Fifty Thousand and No/100 (\$1,350,000.00) Dollars – Effective January 1, 2018 through December 31, 2018.

One Million Four Hundred Thousand and No/100 (\$1,400,000.00) Dollars – Effective January 1, 2019 through December 31, 2019.

One Million Four Hundred Thousand and No/100 (\$1,400,000.00) Dollars (before pro-ration) – Effective January 1, 2020 through March 31, 2020.

- B. Without the prior written approval of the President, EMPLOYEE shall not appear 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. EMPLOYEE shall not appear in or make any commercial or make any 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 game(s), EMPLOYEE may earn Post-Season Incentive Compensation as additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play, in accordance with LSU's policies and procedures. The additional sum or sums, if payable, shall be considered earned only if EMPLOYEE is coaching Team on the date of the 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 involved foundation.
- B. **Academic Incentive Compensation.** In the event LSU adopts policies and procedures providing for incentive payments to EMPLOYEE for attainment by the Team of certain academic performance goals, LSU will pay EMPLOYEE Academic Incentive Compensation in accordance with those policies and procedures. The additional sum or sums, if payable, shall be considered earned on the date(s) set forth in such policies and procedures. More than one (1) academic incentive may be earned by EMPLOYEE during a single contract year; however, the total amount of Academic Incentive Compensation shall not exceed any cap

established for such compensation in LSU's policies and procedures. Academic Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the involved foundation. To be eligible for such compensation, EMPLOYEE must be employed by LSU on the date on which the incentives are considered earned.

C. **Coaching Recognition Incentive Compensation.** In the event EMPLOYEE is named National Assistant Football Coach of the Year by the Broyles Foundation (the "Broyles Award") or by the American Football Coaches Association ("FBS" division), LSU will pay EMPLOYEE Coaching Recognition Incentive Compensation in the amount of Twenty-five Thousand Dollars (\$25,000). The Coaching Recognition Incentive Compensation, if payable, shall be considered earned as of the first date any of the listed honors is named and shall be paid within sixty (60) days of that date. The Coaching Recognition Incentive Compensation earned by EMPLOYEE during each intercollegiate football season is not cumulative; thus, EMPLOYEE will only receive Coaching Recognition Incentive Compensation totaling \$25,000 during a Contract Year even if he receives more than one of the listed awards during that Contract Year. The Coaching Recognition Incentive Compensation may be paid from affiliated foundation funds, subject to approval of LSU and the involved foundation.

8. **Retirement and Fringe Benefits.** EMPLOYEE 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.

and in accordance with the limitations of state retirement laws and regulations. EMPLOYEE acknowledges that sums paid or authorized under Sections 6 (Supplemental Compensation), 7.B (Academic Incentive Compensation), 7.C (Coaching Recognition Incentive Compensation), 8 (Retirement and Fringe Benefits), 9 (Additional Revenue), and 10 (Sports Camps) 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. EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. During the term of this Agreement and in accordance with applicable LSU policy and applicable law, EMPLOYEE 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 involved 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 involved foundation which shall not be unreasonably withheld; (ii) business-related (non-personal) expenses incurred in accordance with LSU and foundation policy will be reimbursed from affiliated foundation funds; and (iii) EMPLOYEE shall be responsible for payment of all personal charges;

- B. Mobile communications device and service for business purposes; and

EMPLOYEE: 

LSU: 

- C. (i) An annual automobile allowance in an amount of \$800 per month or, to the extent consistent with state ethics law, use of courtesy vehicle(s) provided by dealership(s); and (ii) related automobile insurance reimbursed from affiliated foundation funds.

9. **Additional Revenue.**

- A. Subject to the limitations imposed by this Section and compliance with applicable laws and Governing Athletics Regulations, if any, and LSU's PM-11, EMPLOYEE may earn or receive other revenue ("Additional Revenue") while employed by LSU, including sponsoring or working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval from the Athletic Director or President which approval shall not be unreasonably withheld, before engaging in any commercial or private venture, including the use of EMPLOYEE's name by any commercial, public or private entity.

- B. LSU does not guarantee any amount of Additional Revenue.

10. **Sports Camps.** Subject to limitations imposed by this Section and compliance with applicable laws, LSU policies and procedures, and Governing Athletics Regulations, EMPLOYEE may operate or work at sports camps/clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional income to EMPLOYEE from operation of sports camps/clinics. EMPLOYEE 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. **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 EMPLOYEE. In the event of termination for cause, EMPLOYEE'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 EMPLOYEE for any sums or damages other than compensation (including Incentive 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.

Any decision as to the existence of cause for termination shall not be made arbitrarily or capriciously by LSU, and EMPLOYEE will be afforded a reasonable opportunity to present LSU, through the President and Athletic Director, with facts or information relevant to the stated cause(s) for termination.

For purposes of this Section, "cause" for termination shall include but not be limited to the following:

- (1) Committing a material violation of Governing Athletics Regulations, or failing promptly to report any known or reasonably suspected material violation by another person to the Athletic Director and the Associate Athletic Director for Compliance;

- (2) Committing or being convicted of either: (i) any felony; or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- (3) Engaging in serious misconduct which: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein without adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU;
- (4) Unreasonably refusing or repeatedly failing to perform any duties imposed upon EMPLOYEE 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 EMPLOYEE's reasonable ability, after written notice to EMPLOYEE of LSU's reasonable expectation;
- (5) Knowingly committing material or repeated violations of any provision of this Agreement, provided said initial violations are not cured within ten (10) days of EMPLOYEE's receipt of written notice of the same;
- (6) Prolonged absence from LSU without its consent, which will not unreasonably be withheld;
- (7) (i) 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;
- (8) (i) Failing to respond accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or during any prior employment at any other institution of higher learning, which request or inquiry is 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;
- (9) (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 or other individual under or subject to EMPLOYEE's control, authority, or supervision to participate in such activity;
- (10) (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 any student athlete to any individual whom EMPLOYEE knows (or has

constructive knowledge) to be a gambler, bettor, or bookmaker, or an agent of any such person; or (ii) counseling, instructing, or encouraging any student athlete or other individual under EMPLOYEE's control, authority, or supervision to furnish such information or data;

- (11) 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 EMPLOYEE's ability to perform the duties herein;
- (12) Selling, purchasing, using, or possessing any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by EMPLOYEE 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;
- (13) Knowingly encouraging or permitting the sale, purchase, use, or possession by any student athlete or other individual under EMPLOYEE'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;
- (14) (i) Failing to reasonably 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;

- (15) Subject to any right of administrative appeal permitted or granted to EMPLOYEE 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 EMPLOYEE of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of EMPLOYEE which were knowingly and intentionally permitted, encouraged, or condoned by EMPLOYEE, or about which violations EMPLOYEE knew and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of violations during employment of EMPLOYEE at any other institution of higher education);
- or
- (16) Failing to report promptly to the Athletic Director and the Associate Athletic Director for Compliance any material violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge.

B. Termination by LSU Without Cause.

- (1) LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages, in lieu of any and all compensation or sums otherwise due under the terms of this Agreement, and in lieu of any and all other legal remedies or equitable relief as detailed below. In the event of termination by LSU without cause, EMPLOYEE's Base Salary Amount, 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 EMPLOYEE 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 written notice of termination is given, or on such later date as may be set forth by LSU in the written notice of termination.

- (2) Liquidated damages under this Section 11.B will be the Base Salary Amount and the Supplemental Compensation Amount for the remaining term of this Agreement, including any extended term. A partial year shall be prorated.
- (3) Liquidated damages under this Section 11.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 11.B shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive from the termination date until LSU's obligation pursuant to this Section 11.B to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment as soon as practicable at a prevailing market salary resulting from arm's length negotiations. In the

event EMPLOYEE obtains other employment, EMPLOYEE will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by EMPLOYEE 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 EMPLOYEE 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 EMPLOYEE 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 provided for herein are not in any way a donation or a penalty, but rather are a good faith estimate of damages that will be incurred in the event of termination.

C. Termination by EMPLOYEE Without Cause.

- (1) EMPLOYEE shall have the right to terminate this Agreement without cause upon written notice to LSU. In the event EMPLOYEE terminates this Agreement without cause, EMPLOYEE will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary

Amount, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date which, unless otherwise agreed to in writing by LSU and EMPLOYEE, shall be the earlier of: (i) the date on which EMPLOYEE provides written notice of termination to LSU; (ii) the date on which EMPLOYEE accepts employment from another employer; or (iii) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. EMPLOYEE shall be obligated and hereby agrees to provide LSU written notice of termination within twenty-four (24) hours of accepting employment, whether verbally or in writing, with another employer. LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation (including Incentive Compensation) earned pursuant to this Agreement prior to the termination date.

- (2) Liquidated damages under this Section 11.C shall be (i) forty (40%) percent of all remaining guaranteed Base Salary and Supplemental Compensation due under the Agreement on the termination date if EMPLOYEE accepts employment in a non-head coaching position with another Southeastern Conference football program or a Division I-A Football Bowl Subdivision program within a 500 mile radius of LSU; or (ii) fifteen (15%) percent of all remaining guaranteed Base Salary and Supplemental Compensation due under the Agreement on the termination date if EMPLOYEE accepts

employment in a non-head coaching position with a Division I-A Football Bowl Subdivision program outside a 500 mile radius of LSU. EMPLOYEE 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. EMPLOYEE must notify LSU in writing of the payment option he elects on or before the date the first monthly installment would be due. If EMPLOYEE elects the lump sum option, payment in full shall be due on or before sixty (60) days after the termination date. If EMPLOYEE elects to pay in monthly installments, each installment shall be due on or before the last day of each remaining month in the Agreement. EMPLOYEE shall not owe LSU any liquidated damages if EMPLOYEE terminates this Agreement to accept a head coaching position. EMPLOYEE may terminate the Agreement for any reason after December 1, 2019, without owing LSU any liquidated damages or buyout as set forth above.

- (3) 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 EMPLOYEE prior to its expiration by lapse of term, including any extended term, would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement for EMPLOYEE's position with Team, in addition to potentially increased compensation costs and loss of ticket revenues, loss of recruits or current student-athletes, and intangible damages such as

damages to LSU and/or the Program's reputation and goodwill, which damages are impossible to determine with any certainty. EMPLOYEE recognizes that his promise to work for LSU until this Agreement's expiration by lapse of term (including any extended term) is an essential consideration of and a material inducement for LSU's decision to employ him in the position described in Section 2, above. EMPLOYEE also recognizes that LSU is making a highly valuable investment in his continued employment by entering into this Agreement and its investment would be lost or diminished were he to resign or otherwise terminate his employment with LSU prior to the End Date (including any extended term). The payment owed pursuant to this liquidated damages provision is to reimburse LSU for expenses resulting from EMPLOYEE's early resignation or termination, including but not limited to: (i) searching for, recruiting and hiring a replacement for EMPLOYEE, (ii) relocating a replacement employee, and (iii) buying out the previous contract, if applicable, of a replacement employee. EMPLOYEE expressly agrees that the amount of liquidated damages provided for herein is a reasonable approximation of the harm that LSU will incur in the event of such early termination by EMPLOYEE. In addition, the parties expressly agree that all liquidated damages provided for herein are not in any way a donation or a penalty, but rather are a good faith estimate of damages that will be incurred in the event of termination.

- (4) Unless notice of termination under this Section 11 has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent or representative 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 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 11.A, LSU may impose disciplinary sanctions less severe than termination upon EMPLOYEE, 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 EMPLOYEE for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether EMPLOYEE has violated any laws or Governing Athletics Regulations. During such suspension, EMPLOYEE shall receive only the Base Salary Amount, 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 EMPLOYEE, and does not

otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to EMPLOYEE the benefits and other compensation herein otherwise payable to EMPLOYEE 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 affiliated foundation, subject to its approval. Suspension under this subsection shall not be considered a waiver of nor shall it limit any rights of LSU to terminate EMPLOYEE for cause.

- (3) EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA or 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 EMPLOYEE or the incapacity of EMPLOYEE to perform the obligations described in this Agreement with or without reasonable accommodation by reason of illness or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue indefinitely or beyond a reasonable period of time, which shall not be less than sixty (60) days, unless otherwise mutually agreed to by the parties in writing, 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. **Exclusive Remedies and 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 EMPLOYEE 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 EMPLOYEE of information or documents required by law. EMPLOYEE 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, EMPLOYEE shall have no right to occupy the position set forth in Section 2, above, and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

12. **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 EMPLOYEE by LSU or developed by EMPLOYEE on behalf of or at the expense of LSU or otherwise in connection with LSU's employment of EMPLOYEE are and shall remain the sole and confidential property of LSU. EMPLOYEE shall be entitled to retain a copy of game plans, self-scout reports and cut ups developed during the term of this Agreement. Within ten (10) days following the expiration or termination of this Agreement, EMPLOYEE shall cause any such materials in EMPLOYEE's possession or control to be delivered to LSU. At the same time, EMPLOYEE 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 EMPLOYEE.

13. **Annual Leave and Overtime.** Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), EMPLOYEE will not earn or accrue annual leave, nor will EMPLOYEE be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any one week. EMPLOYEE's Base Salary has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.

A. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent

jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice that he will be credited with annual leave pursuant to this Section 13. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive his right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section 13. EMPLOYEE will accrue and use sick leave in accordance with LSU policy.

B. EMPLOYEE is required to receive authorization from Head Coach of Team (or the Head Coach's designee) prior to being absent from EMPLOYEE's usual duties and responsibilities which authorization shall not be unreasonably withheld.

14. **Entire Contract.** This Agreement, including Schedule A, constitutes and expresses the entire agreement and understanding of the parties concerning the employment of

EMPLOYEE: 

LSU: 

EMPLOYEE by LSU and shall, upon the effective date hereof, supersede any other oral or 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.

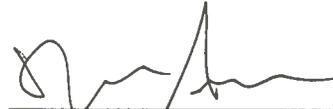
15. **Amendments to Contract.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by EMPLOYEE, such approval and acceptance to be acknowledged in writing. Except where expressly indicated in this Agreement, the written approval of the LSU Board of Supervisors shall be required to amend or waive any terms or conditions set forth herein. EMPLOYEE expressly acknowledges that it would be unreasonable to rely upon any oral representations, or any representations made by anyone other than the particular LSU representative(s) authorized by this Agreement, that purport to amend or waive any terms of this Agreement.
16. **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.
17. **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.

18. **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.
19. **“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 requirement of law, legislative enactment, or executive order, or an act of God.
20. **Governing Laws.** 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 subject matter and personal jurisdiction over the parties that is domiciled in East Baton Rouge Parish, Louisiana.

THE PARTIES hereto 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



David Aranda 1/5/17
Date

RECOMMENDED:



Joseph Alleva, Vice Chancellor and Athletic Director
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 Aranda

This Schedule A supplements and further defines the provisions of the Employment Agreement dated January 20, 2017, entered into between LSU and David Aranda, 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, shown below. The maximum aggregate amount of Post-Season Incentive Compensation paid shall be \$125,000:

- | | | |
|----|---|-------------|
| a) | Western Division Representative SEC Championship Game | \$15,000 OR |
| | SEC Champions | \$25,000 |

AND the highest goal attained of any one of the following:

- | | | |
|----|---|-------------|
| b) | Non College Football Playoff (CFP) Bowl Participant | \$15,000 OR |
| c) | CFP Bowl Participant | \$25,000 OR |
| d) | CFP Semifinal Game Participant | \$50,000 OR |
| e) | CFP National Championship Game Participant | \$75,000 OR |
| f) | CFP National Champion | \$100,000 |

2. All other provisions of the Agreement remain unchanged.

[Signatures on Next Page]



**Request from LSU A&M to Approve an Employment Contract with
Mathew R. Canada, Assistant Coach Football**

To: Members of the Board of Supervisors

Date: January 27, 2017

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.c. Appointments and all other personnel actions relating to Coaches other than Head Coaches with a salary of \$250,000 or above.

1. Summary of the Matter

This resolution seeks approval of the proposed employment contract for Mathew R. Canada, Assistant Coach Football. The key terms of the proposed contract are summarized below:

		Current	Proposed	Change	%	Notes
<i>Basic</i>	Term Ends	N/A	3/31/2020	3 year		a
	Base Salary	\$ 500,000	\$ 500,000	\$ -	0%	a
	Supplemental Media Comp	\$ 750,000	\$ 1,000,000	\$ 250,000		b
<i>Incentive</i>	Post-Season (max)	\$ 115,000	\$ 125,000	\$ 10,000	9%	c
	Coach of the Year	\$ -	\$ 25,000	\$ 25,000	100%	c
	Academic (max)	\$ -	\$ -	\$ -		
<i>Benefits</i>	Automobile	\$ 9,600	\$ 9,600	\$ -		a
	Club Membership	Yes	Yes			a
	Other					
Total Certain Compensation		\$ 1,250,000	\$ 1,500,000	\$ 250,000	20%	

Notes:

- a. **Coach Canada is a new hire.** The “current” amounts listed are the amounts earned by the prior Offensive Coordinator. The “proposed” amounts are those contained in the proposed contract for Coach Canada. Automobile payment is up to \$800/month. Club membership is at the option of the Head Coach.
- b. Supplemental Media Compensation will remain the same during the duration of the contract. The contract does include a one-time payment to the University of Pittsburgh in an amount not to exceed \$375,000 for termination of his contract. A \$25,000 incentive for being named the National Offensive Coach/Coordinator of the Year is also included in this contract.
- c. As per Schedule A of Coach Canada’s contract, he will receive set amounts for team achievements in SEC and for post season bowl compensation.
- d. Reimbursement of moving expenses in accordance with LSU policy and a one-time payment of \$5,000 to be used for miscellaneous relocation expenses not otherwise reimbursed, and temporary housing for up to 60 days.

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. Memorandum of Agreement: Mathew R. Canada, Assistant Coach Football

RECOMMENDATION:

Based on the recommendation of the Athletic Director, it is recommended that the Board authorize the President to sign the proposed contract with Mathew R. Canada, Assistant Coach Football.

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, or his designee, to sign the employment contract of Assistant Coach Mathew R. Canada as described in this item, and to include in such contracts any 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 Mathew R. Canada, Assistant Coach Football

		<i>Current</i>	<i>Proposed</i>	<i>Change</i>	<i>%</i>	<i>Notes</i>
<i>Basic</i>	Term Ends	N/A	3/31/2020	3 Year		a
	Base Salary	\$ 500,000	\$ 500,000	\$ -	0%	a
	Supplemental Media Comp.	\$ 750,000	\$ 1,000,000	\$ 250,000		b
<i>Incentive</i>	Post-Season (max)	\$ 115,000	\$ 125,000	\$ 10,000	9%	c
	Coach of the Year	\$ -	\$ 25,000	\$ 25,000	100%	c
	Academic (max)	\$ -	\$ -	\$ -		
<i>Benefits</i>	Automobile	\$ 9,600	\$ 9,600	\$ -		a
	Club Membership	Yes	Yes			a
	Other					
Total Certain Compensation		\$ 1,250,000	\$ 1,500,000	\$ 250,000	20%	

Notes

(a) Coach Canada is a new hire. The "current" amounts listed are the amounts earned by the prior Offensive Coordinator. The "proposed" amounts are those contained in the proposed contract for Coach Canada. Automobile payment is up to \$800/month. Club membership is at the option of the Head Coach.

(b) Supplemental Media Compensation will remain the same during the duration of the contract. The contract does include a one-time payment to the University of Pittsburgh in an amount not to exceed \$375,000 for termination of his contract. A \$25,000 incentive for being named the National Offensive Coach/Coordinator of the Year is also included in this contract.

(c) As per Schedule A of Coach Canada's contract, he will receive set amounts for team achievements in SEC and for post season bowl compensation.

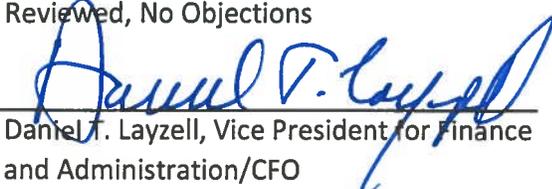
(d) Reimbursement of moving expenses in accordance with LSU policy and a one-time payment of \$5,000 to be used for miscellaneous relocation expenses not otherwise reimbursed, and temporary housing for up to 60 days.

Recommended

Reviewed, No Objections


Joe Alleva

Vice Chancellor and Athletic Director


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

Reviewed, No Objections


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 27th day of January, 2017, 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 Mathew R. Canada (“EMPLOYEE”):

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

- A. “LSU A&M”: The campus of Louisiana State University and Agricultural and Mechanical College which is located in Baton Rouge, Louisiana.
- B. “President”: The President of LSU.
- C. “Athletic Director”: The Vice Chancellor and Director of Athletics at LSU A&M.
- D. “Base Salary Amount”: The annual sum of Five Hundred Thousand and No/100 dollars (\$500,000.00).
- E. “Start Date”: December 29, 2016.
- F. “End Date”: March 31, 2020.
- G. “Program”: The intercollegiate Football program at LSU A&M.
- H. “Team”: The intercollegiate athletic team which is a part of the Program.

2. **Employment.** LSU does hereby employ EMPLOYEE as Assistant Coach and Offensive Coordinator of the Team. EMPLOYEE will report directly to the Head Coach of the Team and through him to the Athletic Director. It is the goal of the parties that Employee will serve in such position throughout the term of this Agreement.

3. **Duties and Responsibilities.** As Assistant Coach and Offensive Coordinator of the Team, EMPLOYEE's duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the Athletic Director and the Head Coach of the Team:

- A. Performing all duties reasonably assigned to EMPLOYEE by the Head Coach of the Team or the Athletic Director so long as such duties are consistent with those duties typically assigned to Offensive Coordinators at colleges or universities that compete in the college football classification generally known as the Power Five, within the National Collegiate Athletic Association ("NCAA");
- B. Promoting the success of the Team and its student athletes both athletically and academically;
- C. Being reasonably knowledgeable, with reasonable assistance from LSU, of: (i) all 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**";
- D. Complying with all Governing Athletics Regulations;

- E. Promptly reporting any known or reasonably suspected violation(s) of Governing Athletics Regulations to the Athletic Director and the Associate Athletic Director for Compliance;
 - F. Cooperating fully in any investigation of possible NCAA violations conducted or authorized by LSU, the SEC, or the NCAA at any time;
-
- G. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
 - H. Reasonably understanding, observing, upholding, and promoting LSU's 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 consistent with LSU's mission;
 - I. Cultivating and maintaining reasonable interaction with members of the LSU community, in accordance with the policies and instructions of the Head Coach of the Team and the Athletic Director;
 - J. Using reasonable efforts to exercise due care and supervision to ensure that all student athletes and other individuals under or subject to EMPLOYEE'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;
 - K. Using reasonable efforts to promote the goal of LSU that every student athlete obtains 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;

L. 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; and

M. Performing all other reasonable duties customarily performed by football assistant coaches serving at colleges or universities that compete in the NCAA college football classification generally known as the Power Five.

4. **Term.** The term (the “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 11 of this Agreement. This Agreement will automatically be renewed for an additional period of one year effective the day after the End Date and each anniversary thereof unless the Agreement has been terminated pursuant to Section 11 or written notice of non-renewal has been given by either party at least 30 days before the End Date.

5. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in twelve (12) equal monthly installments on LSU’s regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies. However, in no event will EMPLOYEE’S Base Salary Amount be reduced as a result of any such review.

EMPLOYEE: 

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6. Supplemental Compensation.

- A. While employed under this Agreement, EMPLOYEE will earn and receive Supplemental Compensation during each calendar year of this Agreement in the following annualized amounts payable in twelve (12) equal monthly installments on LSU's regular monthly payroll date and pro-rated appropriately for partial years and months:

One Million and No/100 (\$1,000,000.00) Dollars (before pro-ration) – Effective December 29, 2016 through December 31, 2016.

One Million and No/100 (\$1,000,000.00) Dollars – Effective January 1, 2017 through December 31, 2017.

One Million and No/100 (\$1,000,000.00) Dollars – Effective January 1, 2018 through December 31, 2018.

One Million and No/100 (\$1,000,000.00) Dollars – Effective January 1, 2019 through December 31, 2019.

One Million and No/100 (\$1,000,000.00) Dollars (before pro-ration) – Effective January 1, 2020 through March 31, 2020.

- B. Without the prior written approval of the President, EMPLOYEE shall not appear 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. EMPLOYEE shall not appear in or make any commercial or make any 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 game(s), EMPLOYEE may earn Post-Season Incentive Compensation as additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play, in accordance with LSU's policies and procedures. The additional sum or sums, if payable, shall be considered earned only if EMPLOYEE is coaching Team on the date of the 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 involved foundation.
- B. **Academic Incentive Compensation.** In the event LSU adopts policies and procedures providing for incentive payments to EMPLOYEE for attainment by the Team of certain academic performance goals, LSU will pay EMPLOYEE Academic Incentive Compensation in accordance with those policies and procedures. The additional sum or sums, if payable, shall be considered earned on the date(s) set forth in such policies and procedures. More than one (1) academic incentive may be earned by EMPLOYEE during a single contract year; however, the total amount of Academic Incentive Compensation shall not exceed any cap

EMPLOYEE: 

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established for such compensation in LSU's policies and procedures. Academic Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the involved foundation. To be eligible for such compensation, EMPLOYEE must be employed by LSU on the date on which the incentives are considered earned.

C. **Coaching Recognition Incentive Compensation.** In the event EMPLOYEE is named National Assistant Football Coach of the Year by the Broyles Foundation (the "Broyles Award") or by the American Football Coaches Association ("FBS" division), LSU will pay EMPLOYEE Coaching Recognition Incentive Compensation in the amount of Twenty-Five Thousand Dollars (\$25,000). The Coaching Recognition Incentive Compensation, if payable, shall be considered earned as of the first date any of the listed honors is named and shall be paid within sixty (60) days of that date. The Coaching Recognition Incentive Compensation earned by EMPLOYEE during each intercollegiate football season is not cumulative; thus, EMPLOYEE will only receive Coaching Recognition Incentive Compensation totaling \$25,000 during a Contract Year even if he receives more than one of the listed awards during that Contract Year. The Coaching Recognition Incentive Compensation may be paid from affiliated foundation funds, subject to approval of LSU and the involved foundation.

8. **Retirement and Fringe Benefits.** EMPLOYEE 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

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and in accordance with the limitations of state retirement laws and regulations. EMPLOYEE acknowledges that sums paid or authorized under Sections 6 (Supplemental Compensation), 7.B (Academic Incentive Compensation), 7.C (Coaching Recognition Incentive Compensation), 8 (Retirement and Fringe Benefits), 9 (Additional Revenue), and 10 (Sports Camps) 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. EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. During the term of this Agreement and in accordance with applicable LSU policy and applicable law, EMPLOYEE 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 involved 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 involved foundation which shall not be unreasonably withheld; (ii) business-related (non-personal) expenses incurred in accordance with LSU and foundation policy will be reimbursed from affiliated foundation funds; and (iii) EMPLOYEE shall be responsible for payment of all personal charges;

- B. Mobile communications device and service for business purposes; and

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- C. (i) An annual automobile allowance in an amount of \$800 per month or, to the extent consistent with state ethics law, use of courtesy vehicle(s) provided by dealership(s); and (ii) related automobile insurance reimbursed from affiliated foundation funds.

9. Additional Revenue.

- A. Subject to the limitations imposed by this Section and compliance with applicable laws and Governing Athletics Regulations, if any, and LSU's PM-11, EMPLOYEE may earn or receive other revenue ("Additional Revenue") while employed by LSU, including sponsoring or working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval from the Athletic Director or President, which approval shall not be unreasonably withheld, before engaging in any commercial or private venture, including the use of EMPLOYEE's name by any commercial, public or private entity.

- B. LSU does not guarantee any amount of Additional Revenue.

10. Sports Camps. Subject to limitations imposed by this Section and compliance with applicable laws, LSU policies and procedures, and Governing Athletics Regulations, EMPLOYEE may operate or work at sports camps/clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional income to EMPLOYEE from operation of sports camps/clinics. EMPLOYEE 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. **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 EMPLOYEE. In the event of termination for cause, EMPLOYEE'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 EMPLOYEE for any sums or damages other than compensation (including Incentive 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.

Any decision as to the existence of cause for termination shall not be made arbitrarily or capriciously by LSU, and EMPLOYEE will be afforded a reasonable opportunity to present LSU, through the President and Athletic Director, with facts or information relevant to the stated cause(s) for termination.

For purposes of this Section, "cause" for termination shall include but not be limited to the following:

- (1) Committing a material violation of Governing Athletics Regulations, or failing promptly to report any known or reasonably suspected material violation by another person to the Athletic Director and the Associate Athletic Director for Compliance;

- (2) Committing or being convicted of either: (i) any felony; or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- (3) Engaging in serious misconduct which: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein without adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU;
- (4) Unreasonably refusing or repeatedly failing to perform any duties imposed upon EMPLOYEE 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 EMPLOYEE's reasonable ability, after written notice to EMPLOYEE of LSU's reasonable expectation;
- (5) Knowingly committing material or repeated violations of any provision of this Agreement, provided said initial violations are not cured within ten (10) days of EMPLOYEE's receipt of written notice of the same;
- (6) Prolonged absence from LSU without its consent, which will not unreasonably be withheld;
- (7) (i) 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;

- (8) (i) Failing to respond accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or during any prior employment at any other institution of higher learning, which request or inquiry is 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;
- (9) (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 or other individual under or subject to EMPLOYEE's control, authority, or supervision to participate in such activity;
- (10) (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 any student athlete to any individual whom EMPLOYEE knows (or has

constructive knowledge) to be a gambler, bettor, or bookmaker, or an agent of any such person; or (ii) counseling, instructing, or encouraging any student athlete or other individual under EMPLOYEE's control, authority, or supervision to furnish such information or data;

- (11) 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 EMPLOYEE's ability to perform the duties herein;
- (12) Selling, purchasing, using, or possessing any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by EMPLOYEE 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;
- (13) Knowingly encouraging or permitting the sale, purchase, use, or possession by any student athlete or other individual under EMPLOYEE'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;
- (14) (i) Failing to reasonably 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;

- (15) Subject to any right of administrative appeal permitted or granted to EMPLOYEE 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 EMPLOYEE of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of EMPLOYEE which were knowingly and intentionally permitted, encouraged, or condoned by EMPLOYEE, or about which violations EMPLOYEE knew and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of violations during employment of EMPLOYEE at any other institution of higher education);
- or
- (16) Failing to report promptly to the Athletic Director and the Associate Athletic Director for Compliance any material violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge.

B. Termination by LSU Without Cause.

- (1) LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages, in lieu of any and all compensation or sums otherwise due under the terms of this Agreement, and in lieu of any and all other legal remedies or equitable relief as detailed below. In the event of termination by LSU without cause, EMPLOYEE's Base Salary Amount, 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 EMPLOYEE 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 written notice of termination is given, or on such later date as may be set forth by LSU in the written notice of termination.

- (2) Liquidated damages under this Section 11.B will be the Base Salary Amount and the Supplemental Compensation Amount for the remaining term of this Agreement, including any extended term. A partial year shall be prorated.
- (3) Liquidated damages under this Section 11.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 11.B shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive from the termination date until LSU's obligation pursuant to this Section 11.B to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment as soon as practicable at a prevailing market salary resulting from arm's length negotiations. In the

event EMPLOYEE obtains other employment, EMPLOYEE will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by EMPLOYEE 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 EMPLOYEE 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 EMPLOYEE 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 provided for herein are not in any way a donation or a penalty, but rather are a good faith estimate of damages that will be incurred in the event of termination.

C. Termination by EMPLOYEE Without Cause.

- (1) EMPLOYEE shall have the right to terminate this Agreement without cause upon written notice to LSU. In the event EMPLOYEE terminates this Agreement without cause, EMPLOYEE or a third-party on EMPLOYEE's behalf will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by EMPLOYEE

without cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date which, unless otherwise agreed to in writing by LSU and EMPLOYEE, shall be the earlier of: (i) the date on which EMPLOYEE provides written notice of termination to LSU; (ii) the date on which EMPLOYEE accepts employment from another employer; or (iii) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. EMPLOYEE shall be obligated and hereby agrees to provide LSU written notice of termination within twenty-four (24) hours of accepting employment, whether verbally or in writing, with another employer. LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation (including Incentive Compensation) earned pursuant to this Agreement prior to the termination date.

- (2) Liquidated damages under this Section 11.C shall be (i) forty 40% percent of all remaining guaranteed Base Salary and Supplemental Compensation due under the Agreement on the termination date if EMPLOYEE accepts employment in a non-head coaching position with another Southeastern Conference football program or a Division I-A Football Bowl Subdivision program within a 500 mile radius of LSU; or (ii) fifteen (15%) percent of all remaining guaranteed Base Salary and Supplemental Compensation due under the Agreement on the termination date if EMPLOYEE accepts

employment in a non-head coaching position with a Division I-A Football Bowl Subdivision program outside a 500 mile radius of LSU. EMPLOYEE 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. EMPLOYEE must notify LSU in writing of the payment option he elects on or before the date the first monthly installment would be due. If EMPLOYEE elects the lump sum option, payment in full shall be due on or before sixty (60) days after the termination date. If EMPLOYEE elects to pay in monthly installments, each installment shall be due on or before the last day of each remaining month in the Agreement. EMPLOYEE shall not owe LSU any liquidated damages if EMPLOYEE terminates this Agreement to accept a head coaching position. EMPLOYEE may terminate the Agreement for any reason after December 1, 2019, without owing LSU any liquidated damages or buyout as set forth above.

- (3) 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 EMPLOYEE prior to its expiration by lapse of term, including any extended term, would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement for EMPLOYEE's position with Team, in addition to potentially increased compensation costs and loss of ticket revenues, loss of recruits or current student-athletes, and intangible damages such as

damages to LSU and/or the Program's reputation and goodwill, which damages are impossible to determine with any certainty. EMPLOYEE recognizes that his promise to work for LSU until this Agreement's expiration by lapse of term (including any extended term) is an essential consideration of and a material inducement for LSU's decision to employ him in the position described in Section 2, above. EMPLOYEE also recognizes that LSU is making a highly valuable investment in his continued employment by entering into this Agreement and its investment would be lost or diminished were he to resign or otherwise terminate his employment with LSU prior to the End Date (including any extended term). The payment owed pursuant to this liquidated damages provision is to reimburse LSU for expenses resulting from EMPLOYEE's early resignation or termination, including but not limited to: (i) searching for, recruiting and hiring a replacement for EMPLOYEE, (ii) relocating a replacement employee, and (iii) buying out the previous contract, if applicable, of a replacement employee. EMPLOYEE expressly agrees that the amount of liquidated damages provided for herein is a reasonable approximation of the harm that LSU will incur in the event of such early termination by EMPLOYEE. In addition, the parties expressly agree that all liquidated damages provided for herein are not in any way a donation or a penalty, but rather are a good faith estimate of damages that will be incurred in the event of termination.

- (4) Unless notice of termination under this Section 11 has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent or representative 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 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 11.A, LSU may impose disciplinary sanctions less severe than termination upon EMPLOYEE, 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 EMPLOYEE for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether EMPLOYEE has violated any laws or Governing Athletics Regulations. During such suspension, EMPLOYEE shall receive only the Base Salary Amount, 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 EMPLOYEE, and does not

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otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to EMPLOYEE the benefits and other compensation herein otherwise payable to EMPLOYEE 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 affiliated foundation, subject to its approval. Suspension under this subsection shall not be considered a waiver of nor shall it limit any rights of LSU to terminate EMPLOYEE for cause.

- (3) EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA or 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 EMPLOYEE or the incapacity of EMPLOYEE to perform the obligations described in this Agreement with or without reasonable accommodation by reason of illness or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue indefinitely or beyond a reasonable period of time, which shall not be less than sixty (60) days, unless otherwise mutually agreed to by the parties in writing, 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. **Exclusive Remedies and 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 EMPLOYEE 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 EMPLOYEE of information or documents required by law. EMPLOYEE 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, EMPLOYEE shall have no right to occupy the position set forth in Section 2, above, and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

EMPLOYEE: 

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12. **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 EMPLOYEE by LSU or developed by EMPLOYEE on behalf of or at the expense of LSU or otherwise in connection with LSU's employment of EMPLOYEE are and shall remain the sole and confidential property of LSU. EMPLOYEE shall be entitled to retain a copy of game plans, self-scout reports and cut ups developed during the term of this Agreement. Within ten (10) days following the expiration or termination of this Agreement, EMPLOYEE shall cause any such materials in EMPLOYEE's possession or control to be delivered to LSU. At the same time, EMPLOYEE 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 EMPLOYEE.

13. **Annual Leave and Overtime.** Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), EMPLOYEE will **not** earn or accrue annual leave, nor will EMPLOYEE be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any one week. EMPLOYEE's Base Salary has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.

A. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent

jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice that he will be credited with annual leave pursuant to this Section 13. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive his right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section 13. EMPLOYEE will accrue and use sick leave in accordance with LSU policy.

- B. EMPLOYEE is required to receive authorization from Head Coach of Team (or the Head Coach's designee) prior to being absent from EMPLOYEE's usual duties and responsibilities which authorization shall not be unreasonably withheld.

14. **Entire Contract.** This Agreement, including Schedule A, constitutes and expresses the entire agreement and understanding of the parties concerning the employment of

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EMPLOYEE: 

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EMPLOYEE by LSU and shall, upon the effective date hereof, supersede any other oral or 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.

15. **Amendments to Contract.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by EMPLOYEE, such approval and acceptance to be acknowledged in writing. Except where expressly indicated in this Agreement, the written approval of the LSU Board of Supervisors shall be required to amend or waive any terms or conditions set forth herein. EMPLOYEE expressly acknowledges that it would be unreasonable to rely upon any oral representations, or any representations made by anyone other than the particular LSU representative(s) authorized by this Agreement, that purport to amend or waive any terms of this Agreement.
16. **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.
17. **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.

18. **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.
19. **“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 requirement of law, legislative enactment, or executive order, or an act of God.
20. **Governing Laws.** 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 subject matter and personal jurisdiction over the parties that is domiciled in East Baton Rouge Parish, Louisiana.

THE PARTIES hereto have executed this Agreement on the day, month and year first above written.

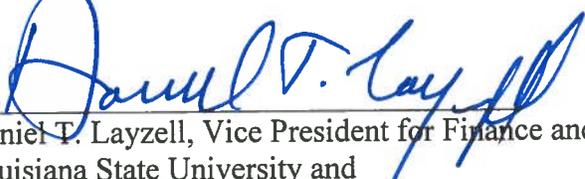
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE

By: _____
F. King Alexander, President Date
Louisiana State University and
Agricultural and Mechanical College


Mathew R. Canada Date 11/6/16

RECOMMENDED:


Joseph Alleva, Vice Chancellor and Athletic Director
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 Mathew R. Canada

This Schedule A supplements and further defines the provisions of the Employment Agreement dated January 20, 2017, entered into between LSU and Mathew R. Canada, 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, shown below. The maximum aggregate amount of Post-Season Incentive Compensation paid shall be \$125,000:

- a) Western Division Representative SEC Championship Game \$15,000 OR
SEC Champions \$25,000

AND the highest goal attained of any one of the following:

- b) Non College Football Playoff (CFP) Bowl Participant \$15,000 OR
- c) CFP Bowl Participant \$25,000 OR
- d) CFP Semifinal Game Participant \$50,000 OR
- e) CFP National Championship Game Participant \$75,000 OR
- f) CFP National Champion \$100,000

2. Section 8 of the Agreement is supplemented to add the following subsections after the end of subsection C:

D. One-time reimbursement of household moving expenses in accordance with LSU policy and state law;

E. One-time payment of \$5,000 to be used for miscellaneous relocation expenses not reimbursed in accordance with the provisions of subsection D above; and

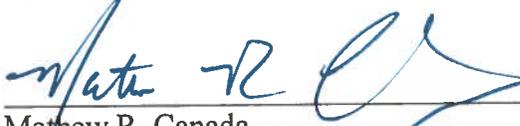
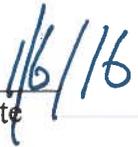
EMPLOYEE: 

LSU: 

- F. Temporary housing at a site chosen by the Athletic Director for a period not to exceed 60 days.
3. University acknowledges that a necessary element of inducing Coach to accept employment with University is University's commitment to pay up to \$375,000 of the expense that Coach would incur as a result of terminating his contract with the University of Pittsburgh and commencing employment with University. University has authorized the reimbursement of Coach for this expense under its accountable plan (as described in section 1.62-2 of the Treasury regulations) and will pay said sum directly to the University of Pittsburgh. University will report these funds to the IRS as a reimbursement to Coach. If required by the IRS or deemed necessary by Coach or University, University will report these funds to the IRS as a reimbursement to Coach.
4. All other provisions of the Agreement remain unchanged.

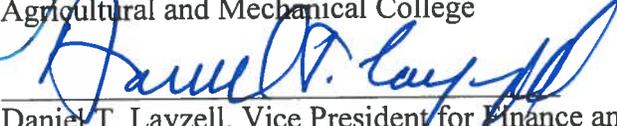
APPROVED:

By: _____ Date _____
F. King Alexander, President
Louisiana State University and
Agricultural and Mechanical College

 
Matthew R. Canada Date

RECOMMENDED:


Joseph Alleva, Vice Chancellor and Athletic Director
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 Employment Contracts with
Head Coaches Russell L Brock, James T. Moffitt, and Dennis G.
Shaver**

To: Members of the Board of Supervisors

Date: January 27, 2017

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 the Matter

This resolution seeks approval of the proposed amended employment contracts for three head coaches at LSU A&M: Russell L. Brock, Head Coach Beach Volleyball; James T. Moffitt, Head Strength Coach; and Dennis G. Shaver, Head Track & Field and Cross Country Coach. The key terms of the proposed contracts are summarized below:

<u>Coach</u>	<u>Contract Action</u>	<u>Term</u>		<u>Total Certain Compensation^a</u>		
		<u>Current</u>	<u>Proposed</u>	<u>Current</u>	<u>Proposed</u>	<u>Increase</u>
Russell L. Brock	New Contract	6/30/2017	6/30/2018	\$65,000	\$85,000	30%
James T. Moffitt	New Contract	3/31/2017	3/31/2020	\$320,000	\$400,000	25%
Dennis G. Shaver	New Contract	6/30/2017	8/31/2021	\$215,000	\$280,000	30%

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 contracts.

ATTACHMENTS

- I. Memorandum of Agreement: Russell L. Brock, Head Coach Beach Volleyball
- II. Memorandum of Agreement: James T. Moffitt, Head Strength Coach
- III. Memorandum of Agreement: Dennis G. Shaver, Head Track & Field and Cross Country Coach

RECOMMENDATION:

Based on the recommendation of the Athletic Director, it is recommended that the Board authorize the President to sign the proposed contracts with the listed coaches.

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, or his designee, to sign the contracts with Russell L. Brock, James T. Moffitt, and Dennis G. Shaver as described in this item, and to include in such amendments any 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 Russell L. Brock, Head Coach Beach Volleyball

		Current	Proposed	Change	%	Notes
<i>Basic</i>	Term Ends	6/30/2017	6/30/2018	1 Year		b
	Base Salary	\$ 65,000	\$ 75,000	\$ 10,000	15% 100%	a
	Supplemental Comp.	\$ -	\$ 5,000	\$ 5,000	15% 100%	a
<i>Incentive</i>	Post-Season (max)	\$ 15,600	\$ 18,000	\$ 2,400	100%	b
	Academic (max)	\$ -	\$ 5,000	\$ 5,000		
<i>Benefits</i>	Automobile	\$ 9,600	\$ 12,000	\$ 2,400		a
	Club Membership	Yes	Yes			a
	Other				30%	c
Total Certain Compensation		\$ 65,000	\$ 85,000	\$ 20,000	100%	d

Notes (a) Coach Brock was promoted to Head Coach of the Beach Volleyball team. The "current" represents his figures as the Associate Head Coach of the Beach Volleyball team. The "proposed" amounts are those contained in the proposed contract for Coach Brock. Automobile payment is up to \$1,000/month. Club membership is at the option of the Team Administrator.

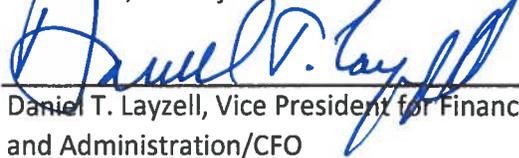
(b) Post-season incentive is based on Board Policy which allows up to 24% of base salary for team SEC and NCAA performance.

(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.

Recommended


 Joe Alleva
 Vice Chancellor and Athletic Director

Reviewed, No Objections


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

Reviewed, No Objections


 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 27th day of January 2017, 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 Russell Brock (“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 Seventy-Five Thousand (\$75,000).
- E. “Start Date”: December 1, 2016.
- F. “End Date”: June 30, 2018.
- G. “Program”: The intercollegiate Women’s Beach Volleyball 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 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 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 CCSA Regular Season Champion, the date of the last CCSA game in Team's sport played by any CCSA 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 Five Thousand and No/100 dollars (\$5,000) 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.

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 \$999 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 11.3, *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. 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 and, 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.

Schedule A – Supplemental Terms for Russell Brock

This Schedule A supplements and further defines the provisions of the Employment Agreement dated December 1, 2016, entered into between LSU and Russell Brock, 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.

Approved:

For LSU by: _____
F. King Alexander, President
Louisiana State University System

By:  _____
Russell Brock



Summary of Athletic Coaching Contract James T. Moffitt, Head Strength Coach

		<i>Current</i>	<i>Proposed</i>	<i>Change</i>	<i>%</i>	<i>Notes</i>
<i>Basic</i>	Term Ends	3/31/2017	3/31/2020	3 Year		a
	Base Salary	\$ 320,000	\$ 400,000	\$ 80,000	25%	a
	Supplemental Media Comp.	\$ -	\$ -	\$ -		a
<i>Incentive</i>	Post-Season (max)	\$ 75,000	\$ 75,000	\$ -	0%	b
	Academic (max)	\$ -	\$ -	\$ -		
<i>Benefits</i>	Automobile	\$ 9,600	\$ 9,600	\$ -		a
	Club Membership	Yes	Yes			a
	Other					c
Total Certain Compensation		\$ 320,000	\$ 400,000	\$ 80,000	25%	d

Notes (a) Coach Moffitt will have a three year contract. Base salary for January 2018 through December 2018, increases to \$415,000 and for January 2019 through March 2020, it increases to \$430,000. The automobile allowance payment is up to \$800/month. Club membership is at the option of the Head Coach.

(b) As per Schedule A of Coach Moffitt's contract, he will receive set amounts for team achievements in SEC and for post season bowl compensation.

(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

Reviewed, No Objections:


 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 27th day of January, 2017, 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 James T. Moffitt (“EMPLOYEE”):

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

- A. “LSU”: The campus of Louisiana State University and Agricultural and Mechanical College which is located in Baton Rouge, Louisiana.
- B. “President”: The President of Louisiana State University and Agricultural and Mechanical College.
- C. “Athletic Director”: The Vice Chancellor and Director of Athletics at LSU.
- D. “Base Salary Amount”: The annual sum of:

Four Hundred Thousand and No/100 dollars (\$400,000.00) – Effective January 1, 2017 through December 31, 2017.

Four Hundred Fifteen Thousand and No/100 dollars (\$415,000.00)–Effective January 1, 2018 through December 31,2018.

Four Hundred Thirty Thousand and No/100 dollars (\$430,000.00) – Effective January 1, 2019 through March 31, 2020 (Partial Year is Pro Rated)
- E. “Start Date”: January 1, 2017.
- F. “End Date”: March 31, 2020.
- G. “Program”: The intercollegiate Strength & Conditioning program at LSU.
- H. “Team”: The intercollegiate athletic team which is a part of the Program.

2. **Employment.** LSU does hereby employ EMPLOYEE as Strength Coach of the Program. EMPLOYEE will report directly to the Sr. Associate Athletic Director of the Program and through him to the Athletic Director. It is the goal of the parties that Employee will serve in such position throughout the term of this Agreement.

3. **Duties and Responsibilities.** As Strength Coach of Program, EMPLOYEE's duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the Athletic Director and the Head Coach of the Team:

- A. Performing all duties reasonably assigned to EMPLOYEE by the Sr. Associate Athletic Director so long as such duties are consistent with those duties typically assigned to Strength Coaches at colleges or universities that compete in the college football classification generally known as the Power Five, within the National Collegiate Athletic Association ("NCAA");
- B. Promoting the success of the Program and its student athletes both athletically and academically;
- C. Being reasonably knowledgeable, with reasonable assistance from LSU, of: (i) all 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**";

- D. Complying with all Governing Athletics Regulations;
- E. Promptly reporting any known or reasonably suspected violation(s) of Governing Athletics Regulations to the Athletic Director and the Associate Athletic Director for Compliance;
- F. Cooperating fully in any investigation of possible NCAA violations conducted or authorized by LSU, the SEC, or the NCAA at any time;
- G. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- H. Reasonably understanding, observing, upholding, and promoting LSU's 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 consistent with LSU's mission;
- I. Cultivating and maintaining reasonable interaction with members of the LSU community, in accordance with the policies and instructions of the Athletic Director;
- J. Using reasonable efforts to exercise due care and supervision to ensure that all student athletes and other individuals under or subject to EMPLOYEE'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;

- K. Using reasonable efforts to promote the goal of LSU that every student athlete obtains 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;
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- L. 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; and
- M. Performing all other reasonable duties customarily performed by strength coaches serving at colleges or universities that compete in the NCAA college football classification generally known as the Power Five;.
4. **Term.** The term (the “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 11 of this Agreement. This Agreement will automatically be renewed for an additional period of one year effective the day after the End Date and each anniversary thereof unless the Agreement has been terminated pursuant to Section 11 or written notice of non-renewal has been given by either party at least 30 days before the End Date.
5. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in twelve (12) equal monthly installments on LSU’s regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval

pursuant to LSU personnel policies. However, in no event will EMPLOYEE'S Base Salary Amount be reduced as a result of any such review.

6. Supplemental Compensation.

- A. In addition to the salary described above, EMPLOYEE each contract year may receive Supplemental Compensation in an amount not to exceed Ten Thousand and No/100 (\$10,000.00) dollars contingent on EMPLOYEE appearing on or participating in, as requested, University sanctioned television, radio and internet program concerning LSU and the Team. The amount of Supplemental Compensation to EMPLOYEE shall be based on the number of radio, television, and internet programs in which the EMPLOYEE participates or appears and shall be determined by the Athletic Director. Any amount earned by EMPLOYEE pursuant to this provision shall be considered earned on the date(s) on which EMPLOYEE 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 post season play.
- B. Without the prior written approval of the President, EMPLOYEE shall not appear 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. EMPLOYEE shall not appear in or make any commercial or make any 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 game(s), EMPLOYEE may earn Post-Season Incentive Compensation as additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play, in accordance with LSU's policies and procedures. The additional sum or sums, if payable, shall be considered earned only if EMPLOYEE is coaching Team on the date of the 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 involved foundation.
- B. **Academic Incentive Compensation.** In the event LSU adopts policies and procedures providing for incentive payments to EMPLOYEE for attainment by the Team of certain academic performance goals, LSU will pay EMPLOYEE Academic Incentive Compensation in accordance with those policies and procedures. The additional sum or sums, if payable, shall be considered earned on the date(s) set forth in such policies and procedures. More than one (1) academic incentive may be earned by EMPLOYEE during a single contract year; however, the total amount of Academic Incentive Compensation shall not exceed any cap

established for such compensation in LSU's policies and procedures. Academic Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the involved foundation. To be eligible for such compensation, EMPLOYEE must be employed by LSU on the date on which the incentives are considered earned.

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8. **Retirement and Fringe Benefits.** EMPLOYEE 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 and in accordance with the limitations of state retirement laws and regulations. EMPLOYEE acknowledges that sums paid or authorized under Sections 6 (Supplemental Compensation), 7.B (Academic Incentive Compensation), 8 (Retirement and Fringe Benefits), 9 (Additional Revenue), and 10 (Sports Camps) 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. EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. During the term of this Agreement and in accordance with applicable LSU policy and applicable law, EMPLOYEE will also receive the following
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benefits, part or all of which may be payable from affiliated foundation funds, subject to approval of LSU and the involved 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 involved foundation which shall not be unreasonably withheld; (ii) business-related (non-personal) expenses incurred in accordance with LSU and foundation policy will be reimbursed from affiliated foundation funds; and (iii) EMPLOYEE shall be responsible for payment of all personal charges;
- B. Mobile communications device and service for business purposes; and
- C. (i) An annual automobile allowance in an amount not to exceed \$800 per month or, to the extent consistent with state ethics law, use of courtesy vehicle(s) provided by dealership(s); and (ii) related automobile insurance reimbursed from affiliated foundation funds.

9. **Additional Revenue.**

A. Subject to the limitations imposed by this Section and compliance with applicable laws and Governing Athletics Regulations, if any, and LSU's PM-11, EMPLOYEE may earn or receive other revenue ("Additional Revenue") while employed by LSU, including sponsoring or working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval from the Athletic Director or President, which approval shall not be unreasonably withheld, before engaging in any commercial or private venture, including the use of EMPLOYEE's name by any commercial, public or private entity.

B. LSU does not guarantee any amount of Additional Revenue.

10. **Sports Camps.** Subject to limitations imposed by this Section and compliance with applicable laws, LSU policies and procedures, and Governing Athletics Regulations, EMPLOYEE may operate or work at sports camps/clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional income to EMPLOYEE from operation of sports camps/clinics. EMPLOYEE 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. **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 EMPLOYEE. In the event of termination for cause, EMPLOYEE'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 EMPLOYEE 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.

Any decision as to the existence of cause for termination shall not be made arbitrarily or capriciously by LSU, and EMPLOYEE will be afforded a reasonable opportunity to present LSU, through the President and Athletic Director, with facts or information relevant to the stated cause(s) for termination.

For purposes of this Section, "cause" for termination shall include but not be limited to the following:

- (1) Committing a material violation of Governing Athletics Regulations, or failing promptly to report any known or reasonably suspected material violation by another person to the Athletic Director and the Associate Athletic Director for Compliance;
- (2) Committing or being convicted of either: (i) any felony; or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- (3) Engaging in serious misconduct which: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein without adverse impact on the Team or Program; or (iii) constitutes moral

turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU;

- (4) Unreasonably refusing or repeatedly failing to perform any duties imposed upon EMPLOYEE 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 EMPLOYEE's reasonable ability, after written notice to EMPLOYEE of LSU's reasonable expectation;
- (5) Knowingly committing material or repeated violations of any provision of this Agreement, provided said initial violations are not cured within ten (10) days of EMPLOYEE's receipt of written notice of the same;
- (6) Prolonged absence from LSU without its consent, which will not unreasonably be withheld;
- (7)
 - (i) 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;
- (8)
 - (i) Failing to respond accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or during any prior employment at any other institution of higher learning, which request or inquiry is 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;

- (9) (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 or other individual under or subject to EMPLOYEE's control, authority, or supervision to participate in such activity;
- (10) (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 any student athlete to any individual whom EMPLOYEE knows (or has constructive knowledge) to be a gambler, bettor, or bookmaker, or an agent of any such person; or (ii) counseling, instructing, or encouraging any student athlete or other individual under EMPLOYEE's control, authority, or supervision to furnish such information or data;
- (11) 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 EMPLOYEE's ability to perform the duties herein;

- (12) Selling, purchasing, using, or possessing any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by EMPLOYEE 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;
- (13) Knowingly encouraging or permitting the sale, purchase, use, or possession by any student athlete or other individual under EMPLOYEE'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;
- (14) (i) Failing to reasonably 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;
- (15) Subject to any right of administrative appeal permitted or granted to EMPLOYEE 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 EMPLOYEE of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of EMPLOYEE which

were knowingly and intentionally permitted, encouraged, or condoned by EMPLOYEE, or about which violations EMPLOYEE knew and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of violations during employment of EMPLOYEE at any other institution of higher education);

or

- (16) Failing to report promptly to the Athletic Director and the Associate Athletic Director for Compliance any material violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge.

B. Termination by LSU Without Cause.

- (1) LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages, in lieu of any and all compensation or sums otherwise due under the terms of this Agreement, and in lieu of any and all other legal remedies or equitable relief as detailed below. In the event of termination by LSU without cause, EMPLOYEE's Base Salary Amount, 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 EMPLOYEE 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 written notice of

termination is given, or on such later date as may be set forth by LSU in the written notice of termination.

- (2) Liquidated damages under this Section 11.B will be the Base Salary Amount and the guaranteed Supplemental Compensation Amount, if any, for the remaining term of this Agreement, including any extended term. A partial year shall be prorated.
- (3) Liquidated damages under this Section 11.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 11.B shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive from the termination date until LSU's obligation pursuant to this Section 11.B to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment as soon as practicable at a prevailing market salary resulting from arm's length negotiations. In the event EMPLOYEE obtains other employment, EMPLOYEE will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by EMPLOYEE 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 EMPLOYEE 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 EMPLOYEE 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 provided for herein are not in any way a donation or a penalty, but rather are a good faith estimate of damages that will be incurred in the event of termination.

C. Termination by EMPLOYEE Without Cause.

- (1) EMPLOYEE shall have the right to terminate this Agreement without cause upon written notice to LSU. In the event EMPLOYEE terminates this Agreement without cause, EMPLOYEE will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date which, unless otherwise agreed to in writing by LSU and EMPLOYEE, shall be the earlier of: (i) the date on which EMPLOYEE provides written notice of termination to LSU; (ii) the date on which EMPLOYEE accepts employment from another employer; or

(iii) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. EMPLOYEE shall be obligated and hereby agrees to provide LSU written notice of termination within twenty-four (24) hours of accepting employment, whether verbally or in writing, with another employer. LSU shall not thereafter be liable to EMPLOYEE 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 11.C shall be (i) fifty 50% percent of all remaining guaranteed Base Salary due under the Agreement on the termination date if EMPLOYEE accepts employment with another Southeastern Conference program or a Division I-A Football Bowl Subdivision program within a 500 mile radius of LSU; or (ii) twenty (20%) percent of all remaining guaranteed Base Salary due under the Agreement on the termination date if EMPLOYEE terminates this Agreement without cause for any other than that defined in Section 11(C)(2)(i), above. EMPLOYEE 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. EMPLOYEE must notify LSU in writing of the payment option he elects on or before the date the first monthly installment would be due. If EMPLOYEE elects the lump sum option, payment in full shall be due on or before sixty (60) days after the termination date. If EMPLOYEE elects to

pay in monthly installments, each installment shall be due on or before the last day of each remaining month in the Agreement.

- (3) Liquidated damages under this Section 11.C may be waived, in the discretion of the Athletic Director and upon approval by the President, if EMPLOYEE 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, EMPLOYEE's length of service with LSU, whether EMPLOYEE is taking another athletically-related job, the impact the timing of EMPLOYEE's notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE'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 EMPLOYEE, 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 EMPLOYEE prior to its expiration by lapse of term, including any extended term, would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement for EMPLOYEE's position with Team, in addition to potentially increased compensation costs and loss of ticket revenues, loss of

recruits or current student-athletes, and intangible damages such as damages to LSU and/or the Program's reputation and goodwill, which damages are impossible to determine with any certainty. EMPLOYEE recognizes that his promise to work for LSU until this Agreement's expiration by lapse of term (including any extended term) is an essential consideration of and a material inducement for LSU's decision to employ him in the position described in Section 2, above. EMPLOYEE also recognizes that LSU is making a highly valuable investment in his continued employment by entering into this Agreement and its investment would be lost or diminished were he to resign or otherwise terminate his employment with LSU prior to the End Date (including any extended term). The payment owed pursuant to this liquidated damages provision is to reimburse LSU for expenses resulting from EMPLOYEE's early resignation or termination, including but not limited to: (i) searching for, recruiting and hiring a replacement for EMPLOYEE, (ii) relocating a replacement employee, and (iii) buying out the previous contract, if applicable, of a replacement employee. EMPLOYEE expressly agrees that the amount of liquidated damages provided for herein is a reasonable approximation of the harm that LSU will incur in the event of such early termination by EMPLOYEE. In addition, the parties expressly agree that all liquidated damages provided for herein are not in any way a donation or a penalty, but rather are a good faith estimate of damages that will be incurred in the event of termination.

- (5) Unless notice of termination under this Section 11 has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent or representative 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 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 11.A, LSU may impose disciplinary sanctions less severe than termination upon EMPLOYEE, 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 EMPLOYEE for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether EMPLOYEE has violated any laws or Governing Athletics Regulations. During such suspension, EMPLOYEE shall receive only the Base Salary Amount, 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 EMPLOYEE, and does not

otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to EMPLOYEE the benefits and other compensation herein otherwise payable to EMPLOYEE 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 affiliated foundation, subject to its approval. Suspension under this subsection shall not be considered a waiver of nor shall it limit any rights of LSU to terminate EMPLOYEE for cause.

- (3) EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA or 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 EMPLOYEE or the incapacity of EMPLOYEE to perform the obligations described in this Agreement with or without reasonable accommodation by reason of illness or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue indefinitely or beyond a reasonable period of time, which shall not be less than sixty (60) days, unless otherwise mutually agreed to by the parties in writing, 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. **Exclusive Remedies and 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 EMPLOYEE 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 EMPLOYEE of information or documents required by law. EMPLOYEE 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, EMPLOYEE shall have no right to occupy the position set forth in Section 2, above, and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

12. **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 EMPLOYEE by LSU or developed by EMPLOYEE on behalf of or at the expense of LSU or otherwise in connection with LSU's employment of EMPLOYEE are and shall remain the sole and confidential property of LSU. EMPLOYEE shall be entitled to retain a copy of game plans, self-scout reports and cut ups developed during the term of this Agreement. Within ten (10) days following the expiration or termination of this Agreement, EMPLOYEE shall cause any such materials in EMPLOYEE's possession or control to be delivered to LSU. At the same time, EMPLOYEE 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 EMPLOYEE.

13. **Entire Contract.** This Agreement, including Schedule A, constitutes and expresses the entire agreement and understanding of the parties concerning the employment of EMPLOYEE by LSU and shall, upon the effective date hereof, supersede any other oral or 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.

14. **Amendments to Contract.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by

EMPLOYEE, such approval and acceptance to be acknowledged in writing. Except where expressly indicated in this Agreement, the written approval of the LSU Board of Supervisors shall be required to amend or waive any terms or conditions set forth herein. EMPLOYEE expressly acknowledges that it would be unreasonable to rely upon any oral representations, or any representations made by anyone other than the particular LSU representative(s) authorized by this Agreement, that purport to amend or waive any terms of this Agreement.

15. **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.
16. **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.
17. **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.
18. **"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,

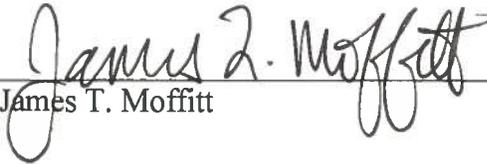
hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirement of law, legislative enactment, or executive order, or an act of God.

19. **Governing Laws.** 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 subject matter and personal jurisdiction over the parties that is domiciled in East Baton Rouge Parish, Louisiana.

THE PARTIES hereto 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

 _____
James T. Moffitt 1/8/17
Date

RECOMMENDED:

 _____
Joseph Alleva, Vice Chancellor and Athletic Director
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 James T. Moffitt.

This Schedule A supplements and further defines the provisions of the Employment Agreement dated January 20, 2017, entered into between LSU and James T. Moffitt, 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, shown below. The maximum aggregate amount of Post-Season Incentive Compensation paid shall be \$75,000:

- | | | |
|----|--|-------------|
| a) | Western Division Representative SEC Championship Game | \$10,000 OR |
| | SEC Football Champions | \$15,000 |
| | AND the highest goal attained of any one of the following: | |
| b) | Non College Football Playoff (CFP) Bowl Participant | \$10,000 OR |
| c) | CFP Bowl Participant | \$25,000 OR |
| d) | CFP Semifinal Game Participant | \$35,000 OR |
| e) | CFP National Championship Game Participant | \$45,000 OR |
| f) | CFP National Champion | \$60,000 |

2. All other provisions of the Agreement remain unchanged.

[Signatures on Next Page]



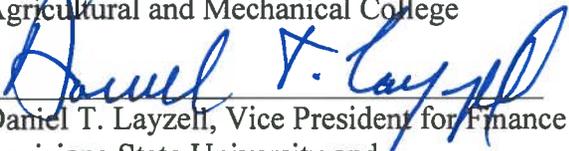
APPROVED:

By: _____ Date _____
F. King Alexander, President
Louisiana State University and
Agricultural and Mechanical College

 _____ 11/8/17
James T. Moffitt Date

RECOMMENDED:

 _____
Joseph Alleva, Vice Chancellor and Athletic Director
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



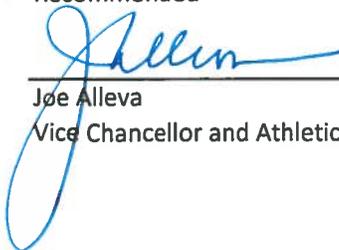
Summary of Athletic Coaching Contract Dennis G. Shaver, Head Track & Field and Cross Country Coach

		Current	Proposed	Change	%	Notes
<i>Basic</i>	Term Ends	6/30/2017	8/31/2021	4 Year		a
	Base Salary	\$ 200,000	\$ 250,000	\$ 50,000	25%	a
	Supplemental Media Comp.	\$ 10,000	\$ 10,000	\$ -		a
	Supplement Equipment	\$ 15,000	\$ 15,000			a
<i>Incentive</i>	Post-Season (max)	\$ 48,000	\$ 60,000	\$ 12,000	25%	b
	Academic (max)	\$ 5,000	\$ 20,000	\$ 15,000	300%	c
<i>Benefits</i>	Automobile	\$ -		\$ -		a
	Club Membership	Yes	Yes			a
	Other					
Total Certain Compensation		\$ 215,000	\$ 280,000	\$ 65,000	30%	d

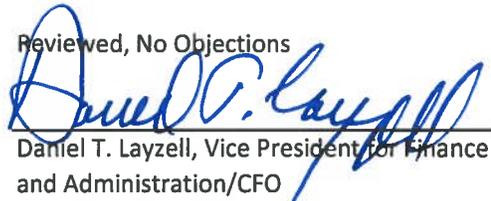
- Notes
- (a) Coach Shaver's previous five year contract expires on June 30, 2017. Base salary for July 2018 through June 2019, increases to \$265,000 and for July 2019 through August 2021 it increases to \$280,000. Club membership is at the option of the Team Administrator.
 - (b) Post-season incentive is based on Board Policy team which allows up to 24% of base salary for team SEC and NCAA performance.
 - (c) The Academic Incentive goal is a team APR score of 930. His amount was adjusted to include both the mens and the womens' teams.
 - (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

Reviewed, No Objections:


 Tom Skinner, LSU General Counsel

EMPLOYMENT AGREEMENT

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

This Employment Agreement (“**Agreement**”) is made and entered into effective the 27th day of January, 2017, 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 Dennis G. Shaver (“**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.
- C. “Athletic Director”: The Vice Chancellor and Director of Athletics at LSU A&M.
- D. “Base Salary Amount”: The annual sum of (partial years pro-rated):

Two Hundred Fifty Thousand and No/100 dollars (\$250,000.00) – Effective January 1, 2017 through June 30, 2018.

Two Hundred Sixty Five Thousand and No/100 dollars (\$265,000.00)–Effective July 1, 2018 through June 30, 2019.

Two Hundred Eighty Thousand and No/100 dollars (\$280,000.00) – Effective July 1, 2019 through August 31, 2021.
- E. “Start Date”: January 1, 2017.
- F. “End Date”: August 31, 2021.
- G. “Program”: The intercollegiate Track and Field and Cross Country program at LSU A&M.
- H. “Team”: The intercollegiate athletic team which is a part of the Program.

COACH: DS

LSU: MS

2. **Employment.** LSU does hereby employ COACH as Head Track and Field and Cross Country Coach of the Team. COACH will report directly to the Athletic Director and through him to the President. COACH will be responsible for the Program, and hereby agrees to accept such employment and to devote his attention, on a full-time basis, to the performance of the duties described in this Agreement.
3. **Duties and Responsibilities.** As Head Track and Field and Cross Country Coach, COACH's duties and responsibilities shall include the following, all subject to compliance with applicable law, LSU by-laws and policies, 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 which allows the Team to effectively compete in the football classification generally known as the Power Five, within National Collegiate Athletic Association ("NCAA") play;
 - B. Hiring (subject to appropriate approvals) and managing the assistant coaches and other athletic staff necessary and appropriate to assist COACH in meeting the responsibilities herein;
 - C. Promoting and monitoring the success of the Team and its student athletes both athletically and academically;
 - D. Directing the Program, including management of staff, budget, and other resources;
 - E. Understanding and agreeing that he and his staff, with reasonable assistance of LSU, are bound by and are required to be reasonably knowledgeable of: (i) applicable federal and state laws governing intercollegiate athletics; and (ii) all

governing constitutions, by-laws, rules, policies, interpretations, legislation 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 Athletic Director and the Associate Athletic Director for Compliance;
- H. Cooperating fully in any investigation of possible NCAA or SEC violations conducted or authorized by LSU, the SEC, or the NCAA at any time;
- I. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- J. Reasonably understanding, observing, upholding, and promoting LSU's 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 consistent with LSU's mission;
- K. Cultivating and maintaining reasonable interaction and effective relations with the Board of Supervisors, affiliated foundations, athletic 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 obtains 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 football coaches serving at colleges or universities that compete in the NCAA college football classification generally known as the Power Five; and
- P. Understanding and complying with NCAA Bylaw 11.1.1.1 ("Responsibility of Head Coach"), which provides: "An institution's head coach is presumed to be responsible for the actions of all institutional staff members who report, directly or indirectly, to the head coach. An institution's head coach shall promote an atmosphere of compliance within his or her program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach."

4. **Term.** The term (the “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 or extended by mutual written agreement of the parties. Under this Agreement, beginning January 1, 2018, each “Contract Year” shall coincide with the calendar year.
5. **Base Salary.** LSU will pay COACH the Base Salary Amount annually, in twelve (12) equal monthly installments on LSU’s regular monthly payroll date. Any amounts due to COACH under this Section for a partial Contract Year shall be pro-rated. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies. However, in no event will COACH’s Base Salary Amount be reduced as a result of any such review.
6. **Supplemental Compensation.**
 - A. In addition to the salary described above, COACH each contract year will receive Supplemental Compensation in an amount of Ten Thousand and No/100s dollars (\$10,000.00) 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 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.
- C.** COACH will earn or receive a minimum of Fifteen Thousand and No/100s (\$15,000.00) Dollars in Supplemental Compensation during each fiscal year of the Agreement. This compensation shall include: (a) any monetary benefits earned or received for services to the Tiger Athletic Foundation (TAF) or (b) any monetary benefits earned or received from the University's equipment contracts.

7. Incentive Compensation.

- A. Post-Season Incentive Compensation.** In the event the Team participates in post-season games, LSU will 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 for meeting the goals set forth in the most recently approved Additional Compensation Policy for Post-Season Athletics approved by the LSU Board of Supervisors. 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 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 Track and Field or Cross Country team is the minimum APR multi-year score established by the NCAA (current minimum score is 930) or higher in any one contract year, LSU agrees to pay COACH additional compensation in the amount of Ten Thousand and No/100s (\$10,000.00). This incentive can only be achieved once per contract year for a men’s team and once per year for a women’s team (maximum APR compensation per year is \$20,000) 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. The Academic Incentive Compensation may be paid 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 earned Post-Season Incentive Compensation and in accordance with the limitations of state retirement law. Regardless of whether the services required by this Agreement are performed directly for LSU or through contract with a separate legal entity, whether or not such other entity is under the control of COACH, sums paid or authorized under Sections 6 (Supplemental Compensation), 7.B (Academic Incentive), 8 (Retirement and Fringe Benefits), 9 (Additional Revenue), and 10 (Sports Camps) 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. COACH understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from COACH's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and COACH shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. During the term of this Agreement and in accordance with LSU by-laws and policies, and applicable law, COACH will also receive the following benefits, part or all of which may be paid from affiliated foundation funds, subject to approval of LSU and the involved foundation:

- A. Membership in a social club, such as the University Club of Baton Rouge, provided that: (i) monthly dues shall be paid 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. Notwithstanding the foregoing COACH shall not be personally responsible for expenses authorized and incurred by COACH and his staff in connection with the ordinary functions associated with an intercollegiate football program, and in accordance with LSU policy;

- B. Mobile communications device and service, for which some or all charges incurred may be paid from affiliated foundation funds;
- C. COACH will be allowed to invite guest(s) for travel to athletic events on chartered commercial transportation subject to approval by the Athletic Director.
- D. Paid vacation as approved by the Athletic Director;
- E. An annual automobile allowance in the amount of up to \$1,000 per month or, to the extent consistent with state ethics laws, concurrent use of courtesy vehicle(s) provided by dealership(s) and related insurance reimbursed from affiliated foundation funds; and
- F. Other customary, reasonable and related employee benefits to be provided by foundations affiliated with LSU, as authorized by the Athletic Director and President after review and approval by the LSU General Counsel and a determination that such benefits are in compliance with LSU by-laws and policies, and state laws.

9. **Additional Revenue.**

- A. Subject to the limitations imposed by this Section and compliance with applicable laws and Governing Athletic Regulations, if any, 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 from the Athletic Director and President, which approval shall not be unreasonably withheld, before engaging in any commercial or private venture, including the use of COACH's name by any commercial, public or private entity. LSU does not guarantee any amount of Additional Revenue.

B. COACH shall not, without prior written approval of the President and the Athletic Director, arrange for or agree to the receipt by any assistant track and field and cross country 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 his sports camps, or as otherwise authorized by LSU in accordance with PM-11.

10. Sports Camps. Subject to limitations imposed by this Section and compliance with applicable laws, LSU policies and procedures, and Governing Athletic Regulations, COACH may operate or work at sports camps and/or clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps and/or 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. To the extent permitted by law, COACH may require LSU to contract with a separate legal entity, whether or not under the control of COACH, for the performance of any services by COACH required or authorized under Section 6 (Supplemental Compensation) only. The form of the contract shall be subject to the approval of LSU which approval shall not be unreasonably withheld.

12. **Termination.** This Agreement may be terminated by the parties only as follows:

A. **Termination by LSU for Cause.** This Agreement may be terminated by LSU, acting through the President or Athletic Director, for "cause" as defined herein, at any time prior to its expiration, upon written notice to COACH. In the event of termination for cause, COACH's Base Salary, Supplemental Compensation, Other Supplemental Compensation, Incentive Compensation, 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 such compensation and benefits 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. Any decision as to whether the criteria contained in this Section 12.A 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 hearing on the contemplated action. If requested in writing by COACH, a hearing shall be held before the President or his designee(s), and at such 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.

For purposes of this Section, "cause" shall be defined as:

- i. Committing a material violation 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;
- ii. Commission of a material violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (a) the violation occurs or continues to occur after COACH knew or should have known that it occurred, was about to occur or was occurring, or (b) 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;
- iii. Committing or being convicted of or pleading no contest to either: (a) any felony; or (b) any misdemeanor involving gambling, drugs, or alcohol;
- iv. Engaging in misconduct which either: (a) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (b) brings COACH into substantial public disrepute sufficient to impair COACH's ability to perform the obligations contained herein without adverse impact on the Team or Program; or (c) constitutes moral turpitude or breaches the high moral and ethical standards applicable to COACH as a visible representative of LSU;
- v. 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), or failing to perform the same to the best of COACH's reasonable ability, after written notice to COACH of LSU's reasonable expectation;

- vi. 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;
- vii. Prolonged absence from LSU without its consent, which will not unreasonably be withheld;
- viii. (a) Committing fraud or making any material misrepresentation in the performance of any duties and responsibilities herein, including, but not limited to, fraud or misrepresentation in the preparation or maintenance 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 altering any such documents; or (b) counseling, instructing, encouraging, or knowingly and intentionally permitting any other person to commit such fraud or misrepresentation;
- ix. (a) Failing to respond reasonably accurately and fully within a reasonable time to any requests or inquiry relating to the performance of any duties at LSU, 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 (b) counseling, instructing, encouraging, or knowingly and intentionally permitting any other person to fail to so respond;

- x. (a) Participating in any gambling, bookmaking, wagering, or betting involving any athletic contest whatsoever whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or (b) 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;
- xi. (a) 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 reason to know to be a gambler, bettor, or bookmaker, or an agent of any such person; or (b) 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;
- xii. Using or consuming alcoholic beverages or controlled substances, steroids, or other drugs or chemicals, whether prescribed by a physician or not, to such degree and for such a period as to impair COACH's ability to perform the duties herein;
- xiii. 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;

- xiv. 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. The provisions of this subsection shall not apply to the purchase, use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith;
- xv. (a) Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations; or (b) counseling, instructing, or encouraging any other person to fail to cooperate in such investigation and enforcement;
- xvi. 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 reasonably should have known, and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection expressly includes findings or determinations of violations during employment of COACH at any other institution of higher education); or

- xvii. Failing to report promptly to the Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which COACH has or should have knowledge.

B. Termination by LSU Without Cause.

- i. LSU shall have the right to terminate this Agreement without cause upon written notice to COACH. The termination date shall be the date on which written notice of termination is given, or on such later date as may be set forth by LSU in the written notice of termination. 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, Other Supplemental Compensation, Incentive Compensation, 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.

- ii. Liquidated damages payable by LSU under this Section 12.B will be the Base Salary Amount per year for the remaining term of this Agreement, including any extended term. A partial year and partial month shall be pro-rated.
- iii. Liquidated damages under this Section 12.B Will be paid in equal monthly installment over a period of time equal to the amount of time then remaining in the term of this Agreement, including any extended term.
- iv. 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.
- v. 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 donation or a penalty, but rather are a good faith estimate of damages that will be incurred in the event of termination. In consideration of this provision, COACH irrevocably waives any and all rights to equitable relief, including temporary restraining orders and injunctions, or actions seeking specific performance by LSU.

C. Termination by COACH Without Cause.

- i. COACH shall have the right to terminate this Agreement without cause upon 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, Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date which, unless otherwise agreed to in writing by LSU and COACH, shall be the earlier of: (i) the date on which COACH provides

written notice of termination to LSU; (ii) the date on which COACH accepts employment from another employer; or (iii) the date on which COACH performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. 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.

- ii. Liquidated damages under this Section 12.C will be 25% 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.
- iii. 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 the 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.

- iv. 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, loss of recruits or current student-athletes, loss of continuity and stability, and intangible damages such as damages to LSU's and/or the Program's reputation, and goodwill, which damages are impossible to determine with any certainty. COACH recognizes that his promise to work for LSU until its expiration by lapse of term is an essential consideration of and a material inducement for LSU's decision to employ him in the position described in Section 2, above. COACH also recognizes that LSU is making a highly valuable investment in his continued employment by entering into this Agreement and its investment would be lost or diminished were he to resign or otherwise terminate his employment with LSU prior to the expiration of its Term. The payment owed pursuant to this liquidated damages provision is to pay for the damages suffered as outlined above and to reimburse LSU for expenses, including but not limited to (i) searching for, recruiting and hiring a

replacement for COACH, (ii) relocating the new coach, and (iii) buying out the contract, if necessary, of the new coach. COACH expressly agrees that the amount of liquidated damages provided for herein is a reasonable approximation of the harm that LSU will incur in the event of such early termination by COACH. In consideration of this provision, LSU irrevocably waives any and all rights to equitable relief, including temporary restraining orders and injunctions, or actions seeking specific performance by COACH.

- v. Unless notice of termination under this Section 12 has been given by either party, neither COACH nor any agent on his behalf shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment with any other institution of higher education, professional athletic team, or other athletics-related (including media and sports marketing) prospective employer without giving at least twenty-four (24) hours prior written notice to the President and the Athletic Director.

D. Suspension or Other Disciplinary Action.

- i. In lieu of termination for cause, and in addition to any rights it may have under Section 12.A, LSU may impose upon COACH disciplinary sanctions less severe than termination, 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, and shall not be exercised arbitrarily or capriciously. During a period of suspension under

this sub-section, COACH shall not be entitled to receive any compensation or benefits under this Agreement.

- ii. 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 Amount set forth in Sections 2 and 4 and the Fringe Benefits set forth in Section 8, and shall not be entitled to receive Supplemental Compensation, Other Supplemental Compensation, Incentive Compensation, or 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 in favor of COACH, and does not otherwise represent an independent basis for termination 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 compensation and/or benefits 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.
- iii. 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 duties and obligations described in this Agreement by reason of disability, 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 sixty (60) days, this Agreement shall terminate as a termination for cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.

F. Exclusive Remedies and Waiver of Claims. The financial consequences of termination of this Agreement or suspension herein, and any remedies pertaining thereto, 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, punitive 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 or demands for specific performance by LSU. COACH further acknowledges and agrees that COACH is not eligible for and will not be considered for or granted academic 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 purchase "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. **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 of their choosing. The Agreement shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.

15. **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. Except where expressly indicated in this Agreement, the written approval of the LSU Board of Supervisors shall be required to amend or waive any terms or conditions set forth herein. COACH expressly acknowledges that it would be unreasonable to rely upon any oral representations, or any representations made by anyone other than the particular LSU representative(s) authorized by this Agreement, that purport to amend or waive any terms of this Agreement.

16. **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.

17. **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.
18. **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.
19. **"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.
20. **Governing Law.** 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 subject matter and personal jurisdiction over the parties that is domiciled in East Baton Rouge Parish, Louisiana.

THE PARTIES hereto have executed this Agreement on the day, month and year first above written.

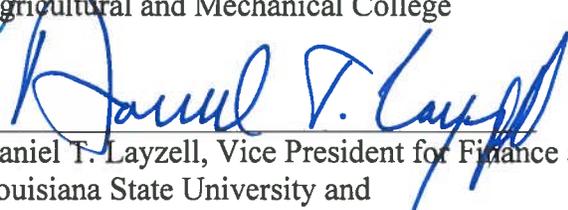
BOARD OF SUPERVISORS OF LOUISIANA
STATE UNIVERSITY AND AGRICULTURAL
AND MECHANICAL COLLEGE

By: _____
F. King Alexander, President Date
Louisiana State University and
Agricultural and Mechanical College

 01-11-17
Dennis G. Shaver Date

RECOMMENDED:


Joseph Alleva, Vice Chancellor and Athletic Director
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