



**LSU Board of Supervisors**

**Friday, May 4, 2018**

**10:00 AM**

LSU University Administration Building

Board Room

3810 W. Lakeshore Drive

Baton Rouge, Louisiana 70808

**PUBLIC COMMENT**

Public Comments may be made only (1) when they relate to a matter on the agenda and (2) when individuals desiring to make public comments have registered at least one hour prior to the meeting. For additional information see:

<http://www.lsu.edu/bos/public-comments.php>

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

**Mr. Glenn Armentor, Chair**

1. Request from LSU A&M to Establish the MS in Athletic Training
2. Request from LSU A&M to Reconfigure the PhD in Geography & Anthropology into a PhD in Geography and a PhD in Anthropology
3. CONSENT AGENDA
  - i. Recommendation to Approve Conferral of Degrees at Spring Commencement Exercises
  - ii. Request from LSU A&M for Approval of a Letter of Intent to Establish a PhD in Experimental Statistics
  - iii. Request from LSU A&M for Continued Approval of 5 Centers
    - Center for Geoinformatics
    - Energy Law Center
    - Life Course and Aging Center
    - Center for Computation and Technology
    - Turbine Innovation and Energy Research Center

- iv. Request from LSU Health Sciences Center New Orleans for Continued Approval of the Cardiovascular Center of Excellence
- v. Request from LSU A&M to Establish 3 Endowed Professorships
  - Dr. William R. Lee Professorship in Genetics
  - Joan Pender McManus Distinguished Professorship in the School of Education
  - The Ourso Professorship of Communication Studies #3
- vi. Request from the LSU Agricultural Center to Establish the Sterling C. Bain Professorship in Sugarcane Production
- vii. Request from LSU A&M to Change the Name of the Distinguished Chair in Finance to the Norman V. Kinsey Distinguished Chair in Finance
- viii. Request from LSU A&M to Name 2 Facilities
  - Dr. Monroe J. Rathbone Jr. & Mrs. Barbara F. Rathbone Cadaver Laboratory
  - Mike Moore Softball Performance Center

**B. RESEARCH AND ECONOMIC DEVELOPMENT COMMITTEE**  
**Mr. Lee Mallett, Chair**

1. Presentation on Technology Transfer Metrics and LIFT2 Awards

**C. FINANCE, INFRASTRUCTURE, AND CORE DEVELOPMENT COMMITTEE**  
**Mr. Blake Chatelain, Chair**

1. Request from LSU A&M to Approve an Amendment to FY 2018 Cooperative Endeavor Agreement by and among LSU Research and Technology Foundation and Board of Supervisors of Louisiana State University and Agricultural and Mechanical College

**D. PROPERTY AND FACILITIES COMMITTEE**  
**Ms. Mary Werner, Chair**

1. Request from LSUHSC – New Orleans to Enter into a Cooperative Endeavor Agreement with Louisiana Department of Public Safety Office of State Police to Occupy Office Space at the LSUHSC – New Orleans in Exchange for Security Services
2. Request from LSUHSC – New Orleans to Enter into an Agreement with the Board of Supervisors of the University of Louisiana System for the Lease of Office Space in the Seton Building

3. Request from LSUHSC – New Orleans to Enter into an Agreement with the LSU Health Foundation for the Intent to Lease of the Dibert, Butterworth, Hutchinson and L&M Buildings
4. Status Report on Housing, Parking, and Energy Management

**E. ATHLETIC COMMITTEE**  
**Mr. James Moore, Chair**

1. Request from LSU A&M to Approve a New Employment Contract with Mary "Fran" Flory, Head Coach Volleyball
2. Request from LSU Eunice to Approve the Employment Contracts with Head Coaches Byron Starks, Ian McGimsey, and Josh McReynolds

**F. HEALTHCARE AND MEDICAL EDUCATION COMMITTEE**  
**Mr. Jim McCrery, Chair**

1. NOTICE: The LSU Board of Supervisors may go into executive session pursuant to La. R.S. 42:17(A)(2).



**LSU Board of Supervisors**

**Friday, May 4, 2018**

**~1:00 PM**

LSU University Administration Building

Board Room

3810 W. Lakeshore Drive

Baton Rouge, Louisiana 70808

1. Call to Order and Roll Call
2. Invocation and Pledge of Allegiance
3. Approval of the Minutes of the Board Meeting held on March 16, 2018
4. Personnel Actions Requiring Board Approval
5. Reports from Staff Advisors and Faculty Advisors
6. President's Report
7. Reports to the Board
  - a. FY18 3rd Quarter Consolidated Investment Report
  - b. FY 2017-18 3rd Quarter Consolidated Report on Personnel Actions Not Requiring Board Approval
8. Committee Reports
9. Chairman's Report
10. Adjournment



## **LSU Board of Supervisors Committees Meeting**

**Friday, 5/4/2018**

**10:00 AM - 12:00 PM CT**

LSU University Administration Building

Board Room

3810 W. Lakeshore Drive

Baton Rouge, Louisiana 70808

### **PUBLIC COMMENT**

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<http://www.lsu.edu/bos/public-comments.php>

#### **A. ACADEMIC AND STUDENT AFFAIRS, ACHIEVEMENT AND DISTINCTION COMMITTEE Mr. Glenn Armentor, Chair**

1. Request from LSU A&M to Establish the MS in Athletic Training  
*ACADEMIC AFFAIRS - Establish the MS in Athletic Training*
2. Request from LSU A&M to Reconfigure the PhD in Geography & Anthropology into a PhD in Geography and a PhD in Anthropology  
*ACADEMIC AFFAIRS - Reconfigure PhD Geography and Anthropology*
3. CONSENT AGENDA
  - i. Recommendation to Approve Conferral of Degrees at Spring Commencement Exercises  
*ACADEMIC AFFAIRS CONSENT - Spring Degree Conferrals*
  - ii. Request from LSU A&M for Approval of a Letter of Intent to Establish a PhD in Experimental Statistics  
*ACADEMIC AFFAIRS CONSENT - LSU A&M Letter of Intent PhD in Experimental Statistics*
  - iii. Request from LSU A&M for Continued Approval of 5 Centers
    - Center for Geoinformatics  
*ACADEMIC AFFAIRS CONSENT - LSU A&M Center for Geoinformatics*
    - Energy Law Center  
*ACADEMIC AFFAIRS CONSENT - LSU A&M John P Laborde Energy Law Center*
    - Life Course and Aging Center  
*ACADEMIC AFFAIRS CONSENT - Life Course and Aging Center*
    - Center for Computation and Technology  
*ACADEMIC AFFAIRS CONSENT - Center for Computation and Tech*
    - Turbine Innovation and Energy Research Center

*ACADEMIC AFFAIRS CONSENT - LSU A&M Turbine Innovation and Energy Research Center*

- iv. Request from LSU Health Sciences Center New Orleans for Continued Approval of the Cardiovascular Center of Excellence

*ACADEMIC AFFAIRS CONSENT - HSC-NO Cardiovascular Center of Excellence*

- v. Request from LSU A&M to Establish 3 Endowed Professorships

*ACADEMIC AFFAIRS CONSENT - LSU A&M Establish 3 Endowed Professorships*

- Dr. William R. Lee Professorship in Genetics
- Joan Pender McManus Distinguished Professorship in the School of Education
- The Ourso Professorship of Communication Studies #3

- vi. Request from the LSU Agricultural Center to Establish the Sterling C. Bain Professorship in Sugarcane Production

*ACADEMIC AFFAIRS CONSENT - Ag Center Bain Professorship*

- vii. Request from LSU A&M to Change the Name of the Distinguished Chair in Finance to the Norman V. Kinsey Distinguished Chair in Finance

*ACADEMIC AFFAIRS CONSENT - LSU A&M Chair in Finance Name Change*

- viii. Request from LSU A&M to Name 2 Facilities

*ACADEMIC AFFAIRS CONSENT - LSU A&M Name 2 Facilities*

- Dr. Monroe J. Rathbone Jr. & Mrs. Barbara F. Rathbone Cadaver Laboratory
- Mike Moore Softball Performance Center

- ix. Request from LSUHSC-NO to Award a Posthumous Degree

*ACADEMIC AFFAIRS CONSENT - HSC-NO Posthumous Degree*

**B. RESEARCH AND ECONOMIC DEVELOPMENT COMMITTEE Mr. Lee Mallett, Chair**

1. Presentation on Technology Transfer Metrics and LIFT2 Awards

**C. FINANCE, INFRASTRUCTURE, AND CORE DEVELOPMENT COMMITTEE Mr. Blake Chatelain, Chair**

1. Request from LSU A&M to Approve an Amendment to FY 2018 Cooperative Endeavor Agreement by and among LSU Research and Technology Foundation and Board of Supervisors of Louisiana State University and Agricultural and Mechanical College

*FINANCE - Resolution BOS Approval of Amendment to FY 18 CEA and RTF*

*ATTACHMENT I - amendment to TTO CEA FY18-arc 4-17-18*

*ATTACHMENT II - CEA TTO LSU-RTF FY 18*

*ATTACHMENT III - EXHIBIT D*

**D. PROPERTY AND FACILITIES COMMITTEE Ms. Mary Werner, Chair**

1. Request from LSUHSC – New Orleans to enter into a Cooperative Endeavor Agreement with Louisiana Department of Public Safety Office of State Police to Occupy Office Space at the LSUHSC – New Orleans in Exchange for Security Services

*PROPERTY Resolution - Lease UMOB-State Police*

*ATTACHMENT I - ST POLICE-HSCNO AGREEMENT - April 13 2018 RCC*

*ATTACHMENT II - EXHIBIT C*

*ATTACHMENT III - EXHIBIT D*

*ATTACHMENT IV - Map\_UMOB-State Police*

*ATTACHMENT V - EXHIBIT E*

*ATTACHMENT VI -Cover Letter - State Police \_ Item #1*

2. Request from LSUHSC – New Orleans to enter into an Agreement with the Board of Supervisors of the University of Louisiana System for the Lease of Office Space in the Seton Building

*PROPERTY Resolution- Lease - ULM Pharmacy*

*ATTACHMENT I - ULM Lease draft (James E Marchand v2 3-23-18))*

*ATTACHMENT II - EXHIBIT*

*ATTACHMENT III - Map\_ULM-Pharmacy*

*ATTACHMENT IV - Cover Letter - UL System \_ Item #2*

3. Request from LSUHSC – New Orleans to enter into an Agreement with the LSU Health Foundation for the Intent to Lease of the Dibert, Butterworth, Hutchinson and L&M buildings

*PROPERTY Resolution- Lease Dibert Bldg et al - v.2*

*ATTACHMENT I - 2018-03-29 LSUHSC-NO\_DIBERT ET AL Bldg DRAFT Intent to Lease Agreement*

*ATTACHMENT II - EXHIBIT*

*ATTACHMENT III- Map\_Intent to Lease*

*ATTACHMENT IV - Cover Letter - Intent to Lease \_ Item #3*

4. Status Report on Housing, Parking, and Energy Management

#### **E. ATHLETIC COMMITTEE Mr. James Moore, Chair**

1. Request from LSU A&M to Approve a New Employment Contract with Mary "Fran" Flory, Head Coach Volleyball

*ATHLETICS Resolution HC Contract Flory\_Volleyball*

*ATTACHMENT I - LSU HC Volleyball Mary Flory*

2. Request from LSU Eunice to Approve the Employment Contracts with Head Coaches Byron Starks, Ian McGimsey, and Josh McReynolds

*ATHLETICS Resolution LSUE\_Athletics\_HC Contracts*

*Attachment I - Starksmbb*

*Attachment II - McGimsey*

*Attachment III - McReynolds*

#### **F. HEALTHCARE AND MEDICAL EDUCATION COMMITTEE Mr. Jim McCrery, Chair**

1. NOTICE: The LSU Board of Supervisors may go into executive session pursuant to La. R.S. 42:17 (A)(2).



## Request from LSU A&M to Establish the Master of Science in Athletic Training

**To: Members of the Board of Supervisors**

**Date: May 4, 2018**

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**

#### Description and Need

LSU A&M is requesting approval to transition its baccalaureate degree in Athletic Training to a Master's degree program as required by the program's accreditation agency, the Commission on Accreditation for Athletic Training Education (CAATE). The Master of Science in Athletic Training (MSAT) will be an entry-level professional program. Graduates from the program will be eligible to sit for the national board credentialing examination for athletic trainers.

Since 2004, LSU has offered an accredited professional-level athletic training program at the baccalaureate level. Per CAATE standards mandated in summer 2015, no institution can admit students into the accredited baccalaureate-level program after the start of the fall term in 2022. The CAATE provides for a substantive change process for institutions to transition the baccalaureate accreditation into the post-baccalaureate degree. This option is provided if the program is fully compliant with all CAATE standards, which includes the requirement that the program must have a three-year average minimum of 70% first-time Board of Certification examination pass-rate. The existing BS in Athletic Training has achieved a 91.4% first-time BOC pass rate over the past six years.

Phase-out plans for the BS in Athletic Training have already been determined and as soon as the MSAT degree is approved, the institution will advertise the discontinuance of acceptance into the baccalaureate program. The program plans are to accept the last cohort of undergraduate students in the fall of 2018 and enroll the first graduate students in the summer of 2020. The anticipated date for transition for accreditation is by summer of 2019. A variety of academic units (biological sciences, kinesiology, psychology, mathematics, English, communication studies, etc.) provide prerequisite knowledge that would be acceptable for application into the MSAT.

According to the U.S. Department of Labor (Bureau of Statistics) the athletic training profession is one of the top 10 healthcare in-demand professions with an expected job growth of +23% (2016-2026) while other profession are seeing no higher than 10% job growth. Additionally, in 2011, the Louisiana Legislature passed two bills, SB 189 – Louisiana Youth Concussion Act and HB 364 – Comprehensive Sports Injury Management Program for Student-Athletes, which have



a long-term impact on the athletic training job market in Louisiana. HB 364 mandates schools to employ an athletic trainer at all football games as well as utilize an athletic trainer to coordinate sports injury management programs. SB 189 addresses the core need of appropriately trained healthcare professionals to manage and treat sports concussions for organized youth sports, of which athletic trainers are recognized by the Louisiana High School Athletic Association as one of the five healthcare providers to directly manage and treat sports concussions. Along with the recent BESE-approved Sports Medicine curriculum under the CTTIE program, mandating high schools to only hire licensed athletic trainers to teach the curriculum, and the need for qualified healthcare providers in underserved or rural areas in Louisiana, the job market outlook for athletic trainers in Louisiana remains strong.

### Students

Around 50-75 institutions in the nation may dissolve their current baccalaureate degree programs in athletic training due to lack of resources needed for an effective graduate program. Several of the Louisiana institutions that now offer CAATE accredited baccalaureate programs in athletic training have made formal notifications against pursuing this transition and will discontinue their existing programs. The gradual elimination of such programs will produce a greater demand for athletic programs at the MS level. Based on the numbers within LSU's current undergraduate degree program alone, it is anticipated that an introductory cohort for the Master's program will approximate 18-20 students. The curriculum spans over two academic years; therefore, there will be approximately 40 students enrolled in the program when it reaches maximum capacity. The number of freshmen students declaring athletic training as their major over the past four years at LSU ranges from 39-67. Admission will remain selective, and the number of students admitted each year will be limited by the number of clinical education sites.

## **2. Review of Business Plan**

The School of Kinesiology in the College of Human Sciences and Education will add a third full-time faculty member needed to implement the program. Currently, the BS program is taught by two full-time faculty and adjunct faculty. The hiring of a third faculty member will replace several current adjunct instructors that will not meet the requirements for LSU's graduate faculty status. Some courses will be taught by adjunct healthcare providers provided they can obtain graduate faculty status.

Projected revenue estimates generated by the MSAT program exceed the annual estimated cost of the program in each of the first four years and will continue to do so. Current library holdings and facilities are sufficient for the first five years of the program.

## **3. Review of Documents Related to Referenced Matter**

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

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

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

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the LSU Board of Supervisors does hereby approve the request to establish a Master of Science in Athletic Training at LSU A&M, subject to approval by the Louisiana Board of Regents.



**Request from LSU A&M to  
Reconfigure the PhD in Geography & Anthropology into a  
PhD in Geography and a PhD in Anthropology**

**To: Members of the Board of Supervisors**

**Date: May 4, 2018**

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**

LSU A&M is requesting approval to reconfigure the PhD in Geography & Anthropology into two degree programs, a PhD in Geography and a PhD in Anthropology.

Background

The Department of Geography & Anthropology at LSU was founded in the late 1920s. In 1953, graduate students, who were interested in anthropology, enrolled in the PhD in Geography and were subsequently advised by anthropologists. In 2000, with increased demand for the anthropology discipline, the geography graduate program introduced an anthropology concentration. And finally, in 2013, anthropology was added to the degree title to identify the joint nature of the degree, offering two concentrations for specialization: *Geography* and *Anthropology*. Since 2013, the enrollment and graduation rates in each concentration have proven healthy, enough to warrant this request for two distinct PhD programs.

The CIP code for the PhD in Geography and Anthropology has remained affiliated with geography; therefore, we request a name change for the PhD in Geography and Anthropology to the PhD in Geography, while also requesting a new CIP code for the proposed PhD in Anthropology.

Description

The PhD in Anthropology trains and graduates highly-skilled and paradigm-shifting educators, researchers, and administrators in four anthropological subfields (sociocultural, linguistic, archaeological, and biological) while also providing graduates with cutting-edge technical and methodological skills. Through the exploration of ground-breaking theories and innovative practical applications, this program establishes future leaders to address the principal environmental, economic, social, political, and biological challenges facing humanity in the 21st century.

The PhD in Geography trains high-quality teachers, researchers, and administrators in all aspects of geographical sciences. Faculty and alumni of the program have played central roles in

identifying and tracking the state's land-loss crisis, mapping long-term patterns of storm surge, identifying social issues related to oil spills, and participating in emergency preparations for tropical storms and hurricanes.

There has always been synergy between the geography and anthropology fields at LSU; however, reconfiguring the joint program into singular PhD programs will clarify the purpose of each degree, enhance recruitment of incoming students, and aid our graduates in securing specialized employment.

### Need

The proposed doctoral degree in anthropology will be the only one of its kind offered by a public institution within the state of Louisiana. With the exception of Mississippi, all neighboring and southern peer states have public universities offering doctoral training in anthropology. The US Bureau of Labor Statistics expects the employment of anthropologists to grow by four percent from 2016 to 2026. Beyond the traditional employment fields of academia and museums, anthropologists nowadays are found working in government agencies, law enforcement entities, private companies, and NGOs. Graduates of our present program go on to teach at prestigious universities, work at governmental agencies, and in environmental/archaeological consulting.

There is no other geography graduate program in the State of Louisiana. Several states within our region have PhD programs in geography including Texas, Florida, Alabama, Georgia, and Mississippi. LSU's current program is nationally recognized and competes favorably with our peers. Since 2000, 70 of our graduates work in academia while 37 work in government, private business, or at an NGO. The US Bureau of Labor Statistics projects an annual employment growth rate of seven percent from 2016 to 2026. The disciplinary subfields of cartography and photogrammetry and geoscience are expected to grow at rates between 14% and 19%; urban and regional planners by 13%, and atmospheric scientists and meteorologists by 12%.

## **2. Students**

Since 2013, the joint program in geography and anthropology has had a mean total enrollment of 52. The program averages 19.8 applications, 13.6 admissions, and 7.2 new enrollments per year. Over the past five years, graduates specializing in anthropology total 14 (for a mean of 2.8 a year) while graduates in geography total 26 (for a mean of 5.2 per year). The anthropology concentration shows strong numbers every year, and we anticipate an upward trend in enrollment and graduation rates as the proposed, stand-alone program gains recognition.

The department funds more than half of the doctoral students enrolled in the program each year. Given the large number of grants being funded through the department, there are numerous, ongoing research projects that attract graduate students to our programs. Such funding comes from NIH, NIEHS, the National Academy of Science, NOAA, etc.

With the proposed reconfiguration, the degrees will be more attractive and marketable to students than before. We, thus, project on average 3.6 graduates per year in anthropology and 7.8 in geography with average enrollments of 16.4 and 30, respectively.

### **3. Review of Business Plan**

Because the request is to reconfigure the graduate program in the Department of Geography & Anthropology, no new faculty members will be necessary to initiate the proposed changes. The 30 current faculty are already carrying the workload of the programs. No additional library and other special resources will be required because the graduate programs are not new to the university. Current library materials have been purchased to support this program. The proposed Ph.D. programs will be jointly administered within the College of Humanities and Social Sciences' Department of Geography & Anthropology and the Graduate School. Current administration will not change. Allocation of departmental funds between geography and anthropology will remain the same.

### **4. Review of Documents Related to Referenced Matter**

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

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

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

## **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the LSU Board of Supervisors does hereby approve the request to reconfigure the PhD in Geography & Anthropology into a PhD in Geography (CIP: 45.0701) and a PhD in Anthropology (CIP: 45.0201) at Louisiana State University & Agricultural & Mechanical College, subject to approval by the Louisiana Board of Regents.



**Recommendation to Approve Conferral of Degrees at  
2018 Spring Commencement Exercises**

**To: Members of the Board of Supervisors**

**Date: May 4, 2018**

**1. Summary of Matter**

The campuses of LSU are seeking approval of degrees to be conferred on candidates meeting degree requirements for graduation commencement exercises:

|  |   |
|--|---|
| LSU A&M                                | May 11, 2018<br>9:00 a.m.<br>Maravich Assembly Center |
| LSU Alexandria                         | May 10, 2018<br>10:00 a.m.<br>Rapides Parish Coliseum |
| LSU Eunice                             | May 11, 2018<br>10:00 a.m.<br>HPE Building            |
| LSU Health Sciences Center New Orleans | May 17, 2018<br>10:00 a.m.<br>UNO Lakefront Arena     |
| LSU Health Sciences Center Shreveport  | May 26, 2018<br>10:00 a.m.<br>Centenary College       |
| LSU Shreveport                         | May 13, 2018<br>2:00 p.m.<br>CenturyLink Center       |

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the degrees to be conferred on candidates meeting degree requirements for graduation from the campuses of the University at 2018 spring commencement exercises (May 10, 11, 13, 17, and 26).



## Request from LSU A&M for Approval of a Letter of Intent to Develop a Doctor of Philosophy in Experimental Statistics

**To: Members of the Board of Supervisors**

**Date: May 4, 2018**

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**

#### Description and Need

LSU A&M is seeking approval of a Letter of Intent to develop a Doctor of Philosophy (Ph.D.) in Experimental Statistics. The Ph.D. program in experimental statistics will prepare students to meet the needs of business, industry, and academia in the statistical sciences and provide an educated and market-ready workforce of statisticians for the economic development of Louisiana. In particular, the program will target statistics applied to the areas of industrial statistics and reliability in manufacturing and services; agricultural business including precision agriculture; biology, particularly in the areas of ecological and environmental statistics, proteomics, genomics, and bioinformatics; pharmaceuticals; and social science research. The degree will focus on cutting-edge research in areas relevant to current developments in applied statistics with strong links to ongoing interdisciplinary research at LSU. The program will provide an excellent mix of statistical technical skills, computing skills relevant to statistical applications, and statistical research applied to relevant problems. Coursework will include advanced statistical methods and advanced statistical inference, computational statistics, multivariate and generalized linear models, and modern Bayesian Methods.

The Department of Experimental Statistics also offers a Master of Applied Statistics in which enrollments have been continuously strong, ranging from 25-33 students. The master's program will be a continuous source for the Ph.D. program. After graduation, many of our students have gone on to pursue terminal degrees in statistics at other peer institutions. Therefore, the program will enhance opportunities for recruitment of students and faculty who are more likely to join an academic program with a Ph.D. option, increase the opportunities to obtain external funding to support faculty and graduate students, and provide the department with a better chance of participating in interdisciplinary and collaborative projects at the university and national levels.

The application of statistics in academia, private industry, and government has increased dramatically over the past two decades, especially with the availability of personal computing hardware and software. The expected job growth rate for the 2014--2024 period is approximately 34.0%, which is much faster than the average for all occupations. Based on the Bureau of Labor Statistics report, the salary scale for 2015 shows that

- The highest paid 10% statisticians earned at least \$130,090.
- 50% of the statisticians in industry made \$80,500.
- The lowest paid 10% statisticians made at most \$46,500.

The report from the National Center for Science and Engineering Statistics from the National Science Foundation show that statistician doctorates have a lower unemployment rate (1.2%) than other doctoral groups (2.2%).

### Students

There is a relative large demand for Ph.D. training in statistics. We anticipate recruiting students from a number of sources: former graduates from our Master of Applied Statistics program, both graduate and undergraduate students in various departments who enroll in experimental statistics courses and the applied statistics minor, and through national and international sources. The availability of a Ph.D. degree will facilitate recruiting of national and international students that are reluctant to join an academic program that lacks that option. In the last three years, we could have attracted at least five international students, who were interested in our master's program, but chose to enroll in other U.S. universities that offered a Ph.D. in statistics.

It is projected that the enrollment in the Ph.D. program will be about 1/4 the size of the existing master's program. After its inception and development, we conservatively expect to have about 8 to 10 active Ph.D. students in the program; however, the potential for greater demand certainly exists.

## **2. Review of Business Plan**

The proposed Ph.D. in Experimental Statistics will be offered through the Department of Experimental Statistics within the College of Agriculture. Given the existence of a master-level degree program in Experimental Statistics, we do not anticipate the need for any additional funds to support the program. We have added an additional assistant professor that began in August 2017. We also anticipate finalizing the search for a department head in spring 2018. Both positions add additional faculty research and teaching support for the new program. Current adjunct faculty can be asked to teach undergraduate statistics courses, allowing graduate faculty to shift to Ph.D. course offerings. No additional facilities/resources are needed to house/implement the proposed Ph.D. program in statistics.

While we propose that funds be reallocated from the current master's degree program and understand the additional time and funds needed to produce a Ph.D. student, the College of Agriculture is committed to funding, as needed, to maintain a robust, well supported, master's and Ph.D. program.

## **3. Review of Documents Related to Referenced Matter**

A complete Board of Regents Letter of Intent to Develop a New Academic Program form and budget are on file with the LSU Office of Academic Affairs



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

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

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the LSU Board of Supervisors does hereby approve the Letter of Intent to develop a proposal for a Doctor of Philosophy in Experimental Statistics at LSU A&M, subject to approval by the Louisiana Board of Regents.



## Request from LSU A&M for Continued Approval of the Center for Geoinformatics

**To: Members of the Board of Supervisors**

**Date: May 4, 2018**

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**

The Center for Geoinformatics (C4G) at LSU was granted initial approval by the Board of Regents on June 1, 2001 and continued approval in 2007 and 2013. LSU is requesting continued approval of the Center for an additional five years.

In 2001, Professor Roy Dokka, with financial support from the National Oceanic and Atmospheric Administration (NOAA), the U.S. Army Corps of Engineers, and LSU, established the Center for Geoinformatics to understand the dynamic and interconnected nature of sedimentary accretion, geologic subsidence, oceanographic tides and waves, and global sea level rise. This required an integrative and interdisciplinary approach, taking advantage of new geographic information technologies such as remote sensing, GIS, GNSS, computer modeling, and information networks. Since 2001, C4G has become the largest self-sustaining, university owned and operated positioning network in the world and focuses on high precision 3D and 4D Earth positioning. The C4G allows users to measure their exact position anywhere in Louisiana to the millimeter-scale and is recognized by the United States and Louisiana as the official positioning reference system within the State.

In essence, the C4G provides the technological, intellectual, and practical leadership and experience essential for sustainability and continued occupation of the State's landscape. Without the Center, the technological infrastructure and expertise required for high-precision surveying, flood protection, coastal restoration and protection, engineering design, and all other applications that require accurate and precise elevations would cease. Accordingly, the Center has a significant impact on the State's economy and prosperity.

Aside from the expansive scholarly publications the Center's faculty has produced, it provides services that touch the lives of almost every citizen of Louisiana. Such services include: maintaining the Louisiana portion of the National Spatial Reference System, serving as the legal standard as the official basis for vertical positioning in the State, providing data to engineers, surveyors, and other subscribers, supporting advanced and innovative research and analysis, providing data for elevation certificates needed for homeowners in Louisiana with federal flood insurance, etc. Simultaneously, the Center enhances LSU's scientific reputation among its peers,

benefits the Louisiana economy, and provides products that protect the lives of its citizens.

## **2. Review of Business Plan**

The C4G resides in the Department of Civil & Environmental Engineering within the College of Engineering under the direction of Dr. George Voyiadjis. The Center self-generates 100% of its funding for all activities and personnel through subscription fees collected for system services and monetary awards issued for research activities and contracts. Since 2013, it has been awarded more than \$6.57 million in grants, contracts, and annual subscription fees. Subscriptions have seen a 63% growth rate over the last three fiscal years as research endeavors continue on a steady pace. The Center has annually supported an average of four full-time faculty and staff since 2008 and funded three undergraduate students over the previous three years. The Center has recently added a Research Associate (December 2016), an Assistant Professor of Research (May 2018), and three staff members.

Budget strategies for capital expansion, personnel, and activities are reviewed and revised annually by C4G staff and College of Engineering personnel.

## **3. Review of Documents Related to Referenced Matter**

A complete Board of Regents Request Form C: Request for Conditional Approval of an Existing Research Unit and budget are on file with the LSU Office of Academic Affairs

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

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

## **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the Request for Continued Approval of the Center for Geoinformatics from Louisiana State University & Agricultural & Mechanical College, subject to approval by the Louisiana Board of Regents.



**Request from LSU A&M for Continued Approval of the  
John P. Laborde Energy Law Center**

**To: Members of the Board of Supervisors**

**Date: May 4, 2018**

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**

The John P. Laborde Energy Law Center at LSU was granted initial approval by the Board of Regents on August 22, 2012 and continued approval in 2013. LSU is requesting continued approval of the Center for an additional five years.

The Energy Law Center resides in the Paul M. Hebert Law Center and is an academic center for comprehensive instruction and research in energy law. It is also the first such center in Louisiana, preparing lawyers to address 21st century issues in the complex energy sector and to someday be able to assume leadership roles in industry, government, nonprofits, and the academy. The Energy Law Center works to provide superlative preparation for “client ready” attorneys ready to meet the needs of our State and the broader national and international community as well as develops collaborative and cross-enrollment opportunities for courses with the LSU campus in content areas that enhance student knowledge in the area of energy law.

Since 2012, the Energy Law Center has supported economic development within the State and throughout the nation by providing expertise in energy law. The legal community provides the foundation for development of the energy industry. From creating the legal infrastructure of energy companies to complying with federal and state energy policies, well-trained lawyers benefit the industry and ensure the welfare of the public. It has also provided training and resources to guide or establish legal structures that provide a foundation to advance energy-related businesses and drive economic success.

The International Energy Agency (IEA) forecasts an increase in world energy demand of 40 percent between 2007 and 2030, driving innovation in the formation of new and expanded energy industry segments, such as solar, wind, rain, nuclear and geothermal heat in addition to coal, natural gas, oil, petroleum products and renewables (biofuels). Energy production is central to Louisiana’s past, present, and future, and the marketplace is world-wide. Nowhere does production and conveyance occur outside a regulatory framework – a framework that is both created and navigated by lawyers. Therefore, the Energy Law Center’s addition to Louisiana’s nationally-competitive public law school was strategic, corresponding to the energy sector’s

continued need for expert legal support and LSU's institution-wide focus on developing energy expertise to resource and convene business, industry and government.

Since inception, the Energy Law Center has engaged in a variety of activities, including student activities, faculty research and scholarship, programming, and collaborative efforts within the LSU community, the energy industry, and with legal practitioners and the general public. In 2013, the center created the *Journal of Energy Law and Resources* (JELR), serving as a repository of research for law firms and business throughout Louisiana. And in 2015, the center established a Graduate Certificate in Energy Law and Policy, preparing students for careers in energy law and related fields by ensuring that they take appropriate coursework and providing exposure to relevant applied learning experiences.

## **2. Review of Business Plan**

The John P. Laborde Energy Law Center will continue to reside in the Paul M. Hebert Law Center. Ongoing needs include appointing a full-time director of the Center following the departure of the previous director, completing the planned physical space for the Center, student recruitment, continued internship and externship placements, and continued research in post J.D. and distance learning programs; however, these items have been addressed in our budget and will be covered by projected revenues.

The LSU Law Center's budget for the John P. Laborde Energy Law Center is comprised of State, self-generated, and privately-funded revenue. Total five-year commitment to the Energy Law Center from all sources totals \$7,819,941. In AY 2018-19, State and self-generated revenues are projected at \$1,837,559. By Year 5, these revenues are projected at \$1,212,955 annually. The majority of these funds will support faculty and staff and basic services of the Center. Funds will also support research assistants, faculty travel, equipment purchases, and phones. Also, \$762,000 has been budgeted for building the space on the 4th Floor Annex Building to house the Center permanently. The space will include faculty offices, an office for the *Journal of Energy Law and Resources*, a study room suitable for meetings or work, and other space needed for operations. Renovations and construction will begin after roof replacement and asbestos abatement in the summer of 2018. In addition, some \$9,000 has been dedicated to the Energy Law Moot Court competition teams for travel costs. The Board of Regents (BOR) and private funds also provide revenues for the Center. Revenues projected from BOR and private funds total \$276,345 in AY 2018-19. By Year 5, these revenues are projected at \$269,720 annually. These revenues are largely from an endowed professorship, endowed and annual scholarships, and other academic support funds dedicated to environmental and energy-related programs. The majority of these funds will cover faculty salaries and related benefits, support for visiting faculty, and student scholarships and experiential learning opportunities.

## **3. Review of Documents Related to Referenced Matter**

A complete Board of Regents Request Form C: Request for Continued Approval of an Existing Research Unit and budget are on file with the LSU Office of Academic Affairs.

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

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

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the LSU Board of Supervisors does hereby approve the request for continued approval of the John P. Laborde Energy Law Center from Louisiana State University & Agricultural & Mechanical College, subject to approval by the Louisiana Board of Regents.



## Request from LSU A&M for Continued Approval of the Life Course and Aging Center

**To: Members of the Board of Supervisors**

**Date: May 4, 2018**

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**

The Life Course and Aging Center (LCAC) at LSU was granted initial approval by the Board of Regents in May 2003 and continued approval in 2009 and 2013. LSU is requesting continued approval for an additional five years.

The mission of the LCAC is to engage in multidisciplinary partnerships promoting healthy development and aging across the lifespan. To date, the LCAC maintains a core faculty of 39 members on the LSU campus, who represent 10 schools and departments committed to advancing the Center. In addition, the LCAC has 20 LCAC adjunct faculty members from seven different institutions around the state (Pennington Biomedical Research Center, Southern University School of Nursing, Our Lady of the Lake College, Baton Rouge Community College, Southeastern Louisiana University in Hammond, Tulane University School of Medicine in New Orleans, and University of New Orleans). The Center facilitates collaboration, thus improving competitiveness to obtain extra-mural funding. At the same time, the Center maintains community ties by providing educational and research opportunities to Louisiana constituents. Overall, the LCAC provides a unique forum for bringing together scholars from across the campus and across the state to explore aging issues and disseminate findings to the scholarly community as well as to state and local policy-makers and practitioners.

The U.S. population is projected to grow to 400 million in 2050. Persons aged 65 years and older are projected to make up 20 percent of the population in 2030, whereas in 2010 this population totaled 13 percent. In 1970, it totaled 9.8 percent of the entire U.S. population. Survivorship rates have improved partly because of better healthcare, including a reduction in the incidence of cardiovascular disease and cancer. All states follow this national trend of increasing numbers of older adults projected over the next 25 years. As a result of our "aging" society, there has been a dramatic rise in the incidence of healthcare problems and the need for long term care strategies for older adults.

In 2016, the Census Bureau estimated 674,443 persons aged 65 and over constituted 14.4% of the Louisiana population. This has increased by 2.1% (557,857) since 2010; indicating that the number of individuals aged 65 and over has increased in absolute terms and also as a proportion

of the State's population. Thus, with the sizeable number of older adults living in Louisiana and more to be expected in the future, there is an increasing need to ensure the successful aging of the population of the state. Problems of disability and need for care among older adults in our state are particularly serious. Moreover, increasing the longevity and health of an older population is influenced by health choices made by parents during childhood and the individuals in the population during adolescence and early adulthood (e.g., exposure to second hand smoke, food choices by parents during childhood, health life style choices during adolescence/early adulthood, etc.). Therefore, it is imperative that faculty and students work together to identify key elements of successful development across the life course and educate the public about these important issues.

The LCAC has successfully competed and received funding for 50 grants over the last five years, brought statewide attention to life span studies through public symposiums and through the state-approved dementia training curriculum administered to nursing home and healthcare administrators, and established several academic programs such as a minor in Aging Studies and a Graduate Certificate in Life Span Studies in order to create future experts in the field. The continuation of research and the dissemination of such research is crucial to all populations, locally, nationally, and internationally.

## **2. Review of Business Plan**

The LCAC is an interdisciplinary academic center, which was initially housed and administered by the Office of Research and Economic Development; however, since September 2017, the College of Human Sciences and Education (CHSE) now serves this function. The CHSE vision and mission statements are very much aligned with the LCAC's vision and mission. This allows the combination of resources to improve the capabilities of both the College and the Center to improve the quality of life across the lifespan. The Center has also increased its scope thus requiring additional staff. It has added three new positions since the last reauthorization.

The budget for the LCAC is comprised of donations, grants, and dedicated funding from the College of Human Sciences and Education.

## **3. Review of Documents Related to Referenced Matter**

A complete Board of Regents Request Form C: Request for Continued Approval of an Existing Research Unit and budget are on file with the LSU Office of Academic Affairs.

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

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



## **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the LSU Board of Supervisors does hereby approve the request for continued approval of the Life Course and Aging Center from Louisiana State University & Agricultural & Mechanical College, subject to approval by the Louisiana Board of Regents.



**Request from LSU A&M for Continued Approval of the  
Center for Computation and Technology**

**To: Members of the Board of Supervisors**

**Date: May 4, 2018**

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**

The Center for Computation and Technology (CCT) at LSU was granted initial approval by the Board of Regents in May 2004 and continued approval in 2013. LSU is requesting continued approval for an additional five years.

CCT has grown to become one of LSU's most vibrant and unique research centers in its fifteen years of operation. Its mission is to create and support the interdisciplinary approach to research, education, and economic development as well as the collective efforts of its faculty, research scientists, staff, and students to infuse data analysis and computation, especially interactive and high-end high-performance computing (HPC), communications, and analytics, into the research and creative activities of a large number of academic disciplines.

In terms of faculty honors, awards, and exemplary research, nearly 47 percent of CCT's faculty have been nationally and internationally recognized for innovative research and creative scholarship, competed for external funding at the highest levels, and attracted and mentored exceptional graduate students. Given that the tenure of these 17 identified CCT faculty reside in eight different departments across five different colleges, it is clear that CCT faculty represent a cross-section of the very best of what LSU has to offer. Additionally, the Center has hired five new faculty in the area of coastal modeling, three in computational materials science, three in computer systems science and engineering, and one in analytics and information systems.

Regarding state-wide economic development, CCT plays a leadership role at LSU—and across the state—through the Louisiana Optical Network Initiative (LONI)—in defining, acquiring, operating and maintaining high-performance computing, communications, and storage systems to support campus-wide and state-wide research activities. CCT has also found resonance in workforce training initiatives and collaborations regarding companies that consider building operations in Louisiana. In 2013, Electronic Arts (EA) moved into the Louisiana Digital Media Center, which is jointly shared with CCT. Through this partnership, EA has exceeded its commitment to the State with an annual payroll of \$5.7 million and now employs 400 local residents, with employment reaching nearly 500 during peak testing months. This project developed as a result of the growing realization that research, workforce training, and economic

development in the rapidly developing digital media arena can benefit from a strong partnership between the state, private industry, and CCT's Digital Media programs.

Ongoing activities through the CCT are not purely research-based. As CCT is a research center not an academic unit, no degree programs are formally associated with the program; however, the Center has spearheaded two interdisciplinary academic offerings: the undergraduate minor in Digital Media and the Master's degree in Digital Media Arts & Engineering.

## **2. Review of Business Plan**

CCT is an interdisciplinary research center administered by the Office of Research and Economic Development at LSU. It enjoys partnerships with a variety of academic and administrative units across the LSU campus and across higher education statewide. It funds a portion of the base salary for its 39 regular faculty members, supporting joint appointments in 15 different departments (and the DMAE program) across eight different colleges/schools. On the administrative side, CCT works in close partnership with the campus CTO and LSU's ITS to provide steady and significant support of research computing and, very broadly, the campus cyberinfrastructure. At the state level, CCT faculty members have been engaged in the LBRN INBRE award (2014-19), the LA-SiGMA project (ended in January 2016) and the CIM project (2015-20), which involve funded research and education collaborations across multiple university campuses. As part of the LBRN INBRE award, CCT provides funding to a faculty member at LSUHSC (New Orleans) and two faculty members at LSU Shreveport.

In the past five years, CCT has appreciated continued success in partnering with federal, state and private institutions. Currently, CCT faculty and research staff participate in 62 active federal research grants totaling nearly \$26 million in funding. In both dollar and volume, the greatest partnership exists between CCT and the National Science Foundation (NSF). However, CCT also enjoys other lucrative federal partnerships including those with the National Security Agency (NSA), the United States Geological Survey (USGS), the Bureau of Ocean Energy Management (BOEM), the United States Department of Energy (DOE) and the National Oceanic and Atmospheric Administration (NOAA), among others. Additionally, partnerships are maturing with the video game design and visual effects industries. At the state level, LED, and at the city level, both BRAC and BRAF, consider CCT to be a beneficial partner in the economic development arena. CCT has been the organizer of the annual Red Stick International Digital Festival every year in April. This has brought together the video game design industry, the city of Baton Rouge, and LED.

The budget for CCT is comprised of State, institutional appropriations, and federal, state, and private grants. Projected revenue for the next five years approximates \$13.6 million per year with annual expenditures totaling less than half of total revenue. Projected revenues are based on only a third of the grants being funded per category (federal, state, and private) as well as 20% of the prior year's capital outlay support. This estimate provides the lowest predicted amount the Center projects to acquire from grants and other funding in the next five years.

### **3. Review of Documents Related to Referenced Matter**

A complete Board of Regents Request Form C: Request for Continued Approval of an Existing Research Unit and budget are on file with the LSU Office of Academic Affairs.

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

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

## **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the LSU Board of Supervisors does hereby approve the request for continued approval of the Center for Computation and Technology from Louisiana State University & Agricultural & Mechanical College, subject to approval by the Louisiana Board of Regents.



## Request from LSU A&M for Continued Approval of the Turbine Innovation and Energy Research Center

**To: Members of the Board of Supervisors**

**Date: May 4, 2018**

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**

The Turbine Innovation and Energy Research Center (TIER) at LSU was granted five-year approval by the Board of Regents in September 2001. Two additional authorizations were approved in 2008 and 2013. LSU is requesting continued approval of the Center for an additional five years.

The primary mission of TIER is to enhance the understanding of flow, heat transfer, and combustion in gas turbines and develop advanced manufacturing techniques for making advanced gas turbine engine components. Modern gas turbines play a central role for energy generation. The majority of U.S. electricity is generated from coal and natural gas power plants using turbine engines. The Center will advance innovative solutions for improved design, performance, and reliability for turbine-based energy generation. The objectives of the Center are to work toward the development of advanced technologies that will: (1) improve the performance and reliability of gas turbine systems and produce energy/thrust at lower costs and reduced emissions; (2) develop clean energy solutions for transportation and power generation; (3) develop advanced manufacturing for the fabrication of gas turbine components; (4) provide education, training, and service to the energy-related industries in the state and nationwide; and (5) maintain a well-funded center in the area of gas turbines and energy.

TIER has had notable accomplishments over the past 17 years in the following key research areas: gas turbine/synthetic fuels combustion; gas turbine aerodynamics and heat transfer; advanced materials for turbine components; laser-based additive manufacturing, and software analysis for health-monitoring data from cogeneration facilities. TIER faculty have received significant national recognition in their fields of expertise, and over the past five years, faculty have secured 43 research/education grants and published 47 journal publications. With the expansion of new research areas, the hiring of a new faculty member, and the extra efforts by the Chair of the Department of Mechanical & Industrial Engineering, TIER members' funding levels have reached and will remain at approximately \$1 million per year.

Overall, gas turbines and related industrial sectors alone support hundreds of thousands of U.S. jobs and represent nearly 10% of all U.S. exports. This demonstrates that TIER research has enormous potentials for the broader national economy.

## **2. Review of Business Plan**

The Department of Mechanical and Industrial Engineering is the Center's lead department, and the department chair is a participating member of the Center. At present, there are four key faculty members associated with the Center (Profs. Guo, Menon, Nikitopoulos, Schoegl). These key TIER faculty meet regularly to discuss future plans and strategies. TIER maintains close interaction with industry personnel and seeks their advice and input. This group of industry personnel serves as an unofficial advisory group for TIER.

TIER has several unique, one-of-a-kind facilities for turbine research. A hot-cascade, a combustion laboratory, a plasma-spray facility, and a laser-based additive manufacturing system highlight the major facilities that very few universities in the country have. The hot-cascade and the combustion lab each has nearly a million dollars invested in terms of the structure and instrumentation. In addition, there are many other major facilities including equipment for preparing high temperature alloys and high temperature thermal and physical property measurement systems for the study of gas turbine materials.

Since inception, faculty members affiliated with the Center have been successful in securing research/education grants. For AY 2017-18, faculty have secured a total \$1,259,373. TIER's funding comes from a variety of different grants and contracts and varies from year to year. Based on outstanding proposals and the Center's funding record, the Center will have no trouble maintaining, if not exceeding, the current level of funding. The four active TIER faculty members support over ten graduate students and postdocs on a variety of research projects, reflecting the Center's ability to attract research funding.

## **3. Review of Documents Related to Referenced Matter**

A complete Board of Regents Request Form C: Request for Continued Approval of an Existing Research Unit and budget are on file with the LSU Office of Academic Affairs.

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

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

## **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the Request for Continued Approval of the Turbine Innovation and Energy Research Center from Louisiana State University & Agricultural & Mechanical College, subject to approval by the Louisiana Board of Regents.



**Request from LSU Health Sciences Center New Orleans for  
Continued Approval of the Cardiovascular Center of Excellence**

**To: Members of the Board of Supervisors**

**Date: May 4, 2018**

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**

This request is for re-authorization for a period of five years of the designation as a Center of Excellence for the Cardiovascular Center of Excellence at the Louisiana State University Health Sciences Center at New Orleans.

The Cardiovascular Center of Excellence (CVCE) was first authorized by the LSU Board of Supervisors and the Board of Regents as a Center of Excellence in 1991. Its mission is to be recognized as a global leader in cardiovascular research by building relationships with the National Institutes of Health and with academic institutions in the United States and around the world, bringing together clinicians and industry for acceleration of therapeutics for cardiovascular disease.

Cardiovascular disease is the primary cause of death in Louisiana, taking the lives of 1 in 4 Louisianans annually. The age-adjusted heart disease mortality rate in Louisiana is almost 20% higher than the national rate and the stroke mortality rate is 22% higher. In Louisiana, heart disease and stroke were responsible for more than 91,000 hospitalizations and more than \$2.4 billion in hospital charges in 2006. The continued designation of the CVCE as a Center of Excellence will substantially improve Louisiana's public health system by improving the prevention and treatment of cardiovascular disorders and by enhancing the education and training of physicians in the state of Louisiana with expertise in cardiovascular conditions.

The scientists and faculty within the CVCE develop programs and conduct novel clinically-relevant studies that have gained international recognition for LSUHSC-NO cardiovascular research. Over the last four years, the CVCE has considerably increased scientific productivity and funding, as evidenced by a significant growth in the number of publications, presentations at both national and international meetings, and new extramural research grants and contracts.

### Highlights of Key Accomplishments

- Over \$5.6 million in current annual funding for cardiovascular-related basic, translational and clinical research, including significant federal and non-federal grant funding for preventing and treatment of cardiovascular dysfunction.
- State-of-the-art translational core laboratory for large animal research that is one of only five in the United States.
- Recipient of prestigious NIH Centers of Biomedical Research Excellence (COBRE) award, "Mentoring in Cardiovascular Biology," including a seminar series which brings world-renowned cardiovascular physicians and researchers to LSUHSC-NO
- Two donor-supported funds in support of student research and summer internships for graduate and medical students.
- Active participation and leadership in local, regional, national and international conferences and medical societies, and an influential player in recent collaborations involving other institutions including other universities, membership organizations and private companies.

### **2. Review of Business Plan**

The budget for the Cardiovascular Center of Excellence is projected to be approximately \$2.6 million each fiscal year through FY2021. The majority of the funding comes from federal grants and contracts, with only about 20% coming from institutionally allocated state general funds. The full budget documents are available in the Office of Academic Affairs

### **3. Review of Documents Related to Referenced Matter**

The request for reauthorization of the Cardiovascular Center of Excellence has been reviewed and approved by appropriate faculty and administrators at the LSUHSC-NO and the 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 LSU Board of Supervisors does hereby approve the request from LSU Health Sciences Center New Orleans for an additional five-year period reauthorization of the Cardiovascular Center of Excellence, subject to approval by the Louisiana Board of Regents.





## Request from LSU A&M to Establish 3 Endowed Professorships

**To: Members of the Board of Supervisors**

**Date: May 4, 2018**

### **1. Significant Board Matter**

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.

### **2. Summary of the Matter**

Significant donations have been made to the LSU Foundation to establish 3 endowed professorships and qualify for Board of Regents Support Fund (BoRSF) matching funds. Approved by the Louisiana Board of Regents in the 1990-90 academic year, the Endowed Professorships Subprogram matches non-State contributions of at least \$80,000 with \$20,000 from the BoRSF to create endowed professorships to recruit and retain superior faculty. The BoRSF Endowed Professorships Subprogram will also match non-State contributions of at least \$60,000 with \$40,000 from the BoRSF provided an agreement was in place on or before November 2, 2016, the date on which the Board approved a new matching level for Professorships.

LSU A&M therefore requests approval to establish the following 3 endowed professorships:

- a) Ourso Professorship of Communication Studies #3 - \$60,000 (seeking 60/40 match)  
The Ourso Professorship of Communication Studies #2 in the Manship School of Mass Communication was established by the LSU Board of Supervisors in December 2011 based on donations totaling \$120,000. In FY17, the Board of Regents matched one increment of \$60,000, leaving one increment of \$60,000 unmatched. It is therefore requested that the unmatched \$60,000 portion be renamed and established as the Ourso Professorship of Communication Studies #3.
- b) Joan Pender McManus Distinguished Professorship in the School of Education - \$300,000 (seeking 60/40 match)
- c) Dr. William R. Lee Professorship in Genetics - \$240,000 (seeking 80/20 match)

### **3. Review of Documents Related to Referenced Matter**

Supporting materials are on file in 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 of Louisiana State University and Agricultural and Mechanical College does hereby approve the request to establish the following 3 endowed professorships, subject to approval by the Louisiana Board of Regents:

- a) Ourso Professorship of Communication Studies #3
- b) Joan Pender McManus Distinguished Professorship in the School of Education
- c) Dr. William R. Lee Professorship in Genetics



**Request from LSU Agricultural Center to Establish the Sterling C. Bain Professorship in Sugarcane Production**

**To: Members of the Board of Supervisors**

**Date: May 4, 2018**

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**

Donations totaling \$80,000 have been made to the LSU Foundation to establish the Sterling C. Bain Professorship in Sugarcane Production at the LSU Agricultural Center, which will qualify for Board of Regents Support Fund (BoRSF) matching funds. The BoRSF Endowed Professorships Subprogram matches new non-State contributions of at least \$80,000 with \$20,000 from the BoRSF to create endowed professorships to recruit and retain superior faculty.

**2. Review of Documents Related to Referenced Matter**

Supporting materials 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 Agricultural Center to establish the Sterling C. Bain Professorship in Sugarcane Production, subject to approval by the Louisiana Board of Regents.



**Request from LSU A&M to Change the Name of the  
Distinguished Chair in Finance to the  
Norman V. Kinsey Distinguished Chair in Finance**

**To: Members of the Board of Supervisors**

**Date: May 4, 2018**

**1. Significant Board Matter**

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.

**2. Summary of the Matter**

The Distinguished Chair in Finance ("Chair") in the E. J. Ourso College of Business was established by the Board of Supervisors at their January 18, 2002, meeting. The executed endowment agreement for the Chair includes a provision that, after the donor's passing, the name of the Chair shall be renamed the "Norman V. Kinsey Distinguished Chair in Finance." Having learned about the donor's passing, and in keeping with the donor's wishes, LSU A&M is requesting approval to change the name of the Distinguished Chair in Finance to the Norman V. Kinsey Distinguished Chair in Finance.

**3. Review of Documents Related to Referenced Matter**

A memo requesting the proposed changes is 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 LSU Board of Supervisors does hereby approve the request to change the name of the Distinguished Chair in Finance in the E. J. Ourso College of Business to the Norman V. Kinsey Distinguished Chair in Finance, subject to approval by the Louisiana Board of Regents.



## Request from LSU A&M to Name 2 Facilities

**To: Members of the Board of Supervisors**

**Date: May 4, 2018**

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 name the following 2 facilities:

- 1) Dr. Monroe J. Rathbone Jr. & Mrs. Barbara F. Rathbone Cadaver Laboratory
- 2) Mike Moore Softball Performance Center

Dr. Monroe Rathbone and Mrs. Barbara Rathbone are both LSU alumni, and have established themselves as community leaders for both LSU and Baton Rouge. Dr. Rathbone, an accomplished doctor and surgeon, was chairman of the board of Mary Bird Perkins Cancer Center for 27 years, as well as medical director of Our Lady of the Lake Regional Medical Center for 12 years. Dr. Rathbone has also served as president of East Baton Rouge Parish Medical Society and Greater Baton Rouge Cancer society, on the board of trustees of Baton Rouge General Hospital, board of directors of Hospice Foundation of Greater Baton Rouge, board of directors of Baton Rouge Area Foundation and the Judiciary Commission of the State of Louisiana, among others. A member of the LSU Alumni Foundation and recipient of the LSU Alumni Hall of Distinction Award, among others demonstrate his continued devotion to LSU. Dr. Rathbone and his wife Barbara were beloved by many, and their philanthropic contributions continue through the Rathbone Society of OLOL and MBP. This naming would memorialize their support of LSU and its community, and celebrate their dedication to the medical field in a facility where students studying to become future healthcare professionals will come to learn in an anatomy lab fittingly named, the Rathbone Cadaver Lab.

Mr. Michael Moore was a second-generation pool builder at Moorehead Pools in Shreveport, where he and his family grew their business while serving the entire state of Louisiana. He spent his life being an incredible role model for children through his love of baseball and softball. A lifelong supporter of LSU Softball, "Coach Mike" was an incredible mentor and an inspiration to many. Throughout the season, the LSU Tigers softball team honored Mike's support with his initials on the back of their helmets. This naming would celebrate Mike Moore's generous support of LSU, the LSU Athletic Department, and the Tiger Athletic Fund.

## **2. Review of Documents Related to Referenced Matter**

Supporting materials 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 name the following 2 facilities:

- 1) Dr. Monroe J. Rathbone Jr. & Mrs. Barbara F. Rathbone Cadaver Laboratory
- 2) Mike Moore Softball Performance Center



**Request from LSU Health Sciences Center New Orleans to Award a Posthumous Master of Health Sciences Degree**

**To: Members of the Board of Supervisors**

**Date: May 4, 2018**

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 Health Sciences Center at New Orleans requests that a posthumous Master of Health Sciences be awarded to Jacob Mizelle, who died in a tragic motor vehicle accident last summer. At the time of his death, he was in good academic standing as a student in the School of Allied Health Department of Clinical Rehabilitation and Counseling, and was only one semester away from graduation. The academic leadership and faculty of the LSUHSC-NO, the School, and the Department have full confidence, based upon documented academic success throughout his time in graduate school, that Mr. Mizelle easily would have completed all requirements for graduation.

Jacob Mizelle was admitted in the Fall 2015 semester into the Department of Clinical Rehabilitation & Counseling at the LSUHSC-NO School of Allied Health Professions. His professors noted him to be a good student with commendable grades, an optimistic attitude, and an energetic enthusiasm to make a difference in the lives of those struggling with mental illness. The faculty also recognized Mr. Mizelle's natural talent for making a positive difference in people's lives. Throughout his tenure at LSUHSC, he developed strong interactive relationships with his peers and collegial relationships with his professors and site supervisors, always bringing motivation, energy, insight and dedication to all his efforts. Mr. Mizelle is survived by his wife, mother, and sister.

The Faculty and Dean of the School of Allied Health Professions, along with the Vice Chancellor for Academic Affairs and the Chancellor of the LSU Health Sciences Center at New Orleans, respectfully request that Jacob Mizelle be awarded the Master of Health Sciences degree, posthumously, at graduation ceremonies in May of 2018, in recognition of his academic achievements and his commitment to human service.

**2. Review of Documents Related to Referenced Matter**

This request has been reviewed and approved by the appropriate campus faculty and academic administrators and by the Executive Vice President and Provost.

**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 authorize and award the degree of Master of Health Sciences, posthumously, to Mr. Jacob Mizelle, to be presented to his family at the LSUHSC-NO School of Allied Health Professions graduation ceremonies in May, 2018.





**Recommendation to Approve an Amendment to the FY 2018 Cooperative Endeavor Agreement by and among LSU Research and Technology Foundation and Board of Supervisors of Louisiana State University and Agricultural and Mechanical College**

**To: Members of the Board of Supervisors**

**Date: May 4, 2018**

This is a significant board matter pursuant to Bylaws Article VII, Section 8 D.1:

D.1 Any matter having a significant fiscal (primary or secondary) or long-term educational or policy impact on the System or any of its campuses or divisions.

D.2.f Cooperative endeavor agreements pursuant to Article VII, Section 14 of the Louisiana Constitution, joint ventures, partnerships, and similar agreements, and agreements directly relating thereto:

**1. Summary of Matter**

A Cooperative Endeavor Agreement (CEA) between the LSU Research and Technology Foundation (RTF) and the LSU Board of Supervisors (Board) on behalf of its Research Campuses to provide services to the LSU Research Campuses was originally approved by the Board with an effective date of July 1, 2014 with a term of three years. A new CEA was approved by the Board in June 2017 for FY 2018 and this is an amendment to that CEA.

There has been a significant increase in the patent activity of LSU which can be attributed to the LIFT fund. The four years prior to the LIFT fund, LSU was averaging 47 patents a year. The first year of the LIFT program there were 84 patents filed, the next 132 and last year 182 patents were filed. This increased growth in patent activity has resulted in some of the Research Campuses overspending their budgets for legal services and related costs in FY 2018.

This amendment clarifies that the RTF can bill each campus for the overage in FY 2018 by defining that overage as an additional service, and the amendment increases the budget for these charges by \$200,000 in that regard. As with the original FY 2018 RTF CEA, LSU Research Campuses will fund the amended FY 2018 RTF CEA through their respective technology transfer operating budgets.

**2. Review of Business Plan**

The technology transfer offices of the LSU Research Campuses have discussed and accepted the budgetary needs of the RTF CEA and the related budget amendment for FY 2018.

### 3. Fiscal Impact

The original and amended budgets for the FY 2018 RTF CEA are as follows:

|                     | <b>FY 2018<br/>Original Budget</b> | <b>FY 2018<br/>Amended Budget</b> | <b>Change in<br/>Budget</b> |
|---------------------|------------------------------------|-----------------------------------|-----------------------------|
| LSU                 | \$310,000                          | \$310,000                         | \$-                         |
| LSU A&M             | \$287,000                          | \$287,000                         | \$-                         |
| Ag Center           | \$401,500                          | \$401,500                         | \$-                         |
| Pennington          | \$90,000                           | \$90,000                          | \$-                         |
| HSC-NO              | \$45,000                           | \$45,000                          | \$-                         |
| HSC-S               | \$154,000                          | \$154,000                         | \$-                         |
| LSU-S               | \$3,000                            | \$3,000                           | \$-                         |
| Additional Services | \$200,000                          | \$400,000                         | \$200,000                   |
| LIFT <sup>2</sup>   | \$80,000                           | \$80,000                          | \$-                         |
| <b>TOTAL</b>        | <b>\$1,570,500</b>                 | <b>\$1,770,500</b>                | <b>\$200,000</b>            |

### 4. Description of Competitive Process

Not Applicable.

### 5. Review of Documents Related to Referenced Matter

The proposed RTF CEA amendment has been reviewed by campus legal and finance staff.

### 6. Parties of Interest

Not Applicable.

### 7. Related Transactions

Not Applicable

### 8. Conflicts of Interest

None.

**ATTACHMENTS:**

- Attachment I: Amendment to FY 2018 Cooperative Endeavor Agreement with RTF
- Attachment II: Original FY 2018 Cooperative Endeavor Agreement with RTF

**RECOMMENDATION:**

The Staff recommends the Board consider and approve 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 hereby authorizes its President, F. King Alexander, or his designee to execute the amendment to the FY 2018 Cooperative Endeavor Agreement with the LSU Research and Technology Foundation with the effective date established on Board approval and any related documents, and to make any changes that he deems to be in the best interest of the University”.

**AMENDMENT TO**  
**COOPERATIVE ENDEAVOR AGREEMENT BY**  
**AND AMONG**  
**LSU RESEARCH AND TECHNOLOGY FOUNDATION**  
**AND**

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY  
AND AGRICULTURAL AND MECHANICAL COLLEGE,**  
which includes the following research campuses, Louisiana  
State University and Agricultural and Mechanical College,  
Louisiana State University Agricultural Center,  
Pennington Biomedical Research Center,  
Louisiana State University Health Sciences Center – New Orleans,  
Louisiana State University Shreveport and Louisiana State University  
Health Sciences Center – Shreveport

**BE IT KNOWN** that on the date last signed below the LSU Research and Technology Foundation, a nonprofit Louisiana corporation, represented herein by Arthur R. Cooper, its duly authorized undersigned Chief Executive Officer (hereinafter referred to as the “**RTF**”), and the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, a public constitutional corporation of the State of Louisiana, represented herein by F. King Alexander, its duly authorized undersigned President (hereinafter referred to as “**LSU**”), which includes the following research campuses, Louisiana State University and Agricultural and Mechanical College (“**LSU A&M**”), Louisiana State University Agricultural Center (“**LSU Agricultural Center**”), Pennington Biomedical Research Center (“**Pennington**”), Louisiana State University Health Sciences Center – New Orleans (“**LSU HSC – New Orleans**”), Louisiana State University Shreveport (“**LSU-S**”) and Louisiana State University Health Sciences Center – Shreveport (“**LSU HSC – Shreveport**”) (each an “**LSU Research Campus**” and collectively, the “**LSU Research Campuses**”). The RTF and LSU are each referred to herein as a “**Party**” and, collectively, as the “**Parties,**” do hereby enter into this **Amendment** to by the LSU Board of Supervisors

**PURPOSE:** To amend the budget per section C

**SECTION AMENDED:** C. Financial Terms

**A. Financial Terms**

In consideration of the Services the RTF provides hereunder, the RTF will receive the annual fee (the “**Annual Fee**”) and other than the Annual Fee and additional reimbursements provided for in this Section, the RTF acknowledges that it is not entitled to any another payment from

either LSU or any of the LSU Research Campuses pursuant to this Agreement. The RTF may seek funding from other sources to cover any other costs it incurs in providing the Services provided such funding does not violate applicable law or the terms and conditions of the RTF's organizational documents.

1. Annual Fee Timing. The Annual Fee is payable to the RTF in either annual, semi-annual, quarterly or monthly installments which will be agreed upon by the Parties.

(a) Annual Fee (FY 2018). The Annual Fee is One Million Seven Hundred and Seventy Thousand Five Hundred (\$1,770,500) Dollars and is payable by LSU and each LSU Research Campus as follows:

|                                |             |
|--------------------------------|-------------|
| <b>LSU</b>                     | \$310,000   |
| <b>LSU A&amp;M</b>             | \$287,000   |
| <b>LSU Agricultural Center</b> | \$401,500   |
| <b>Pennington</b>              | \$90,000    |
| <b>LSU HSC – New Orleans</b>   | \$45,000    |
| <b>LSU HSC – Shreveport</b>    | \$154,000   |
| <b>LSU-S</b>                   | \$3,000     |
| <b>Additional Services</b>     | \$400,000   |
| <b>LSU LIFT2 Fund</b>          | \$80,000    |
| <b>TOTAL</b>                   | \$1,770,500 |

(b) Extraordinary or Additional Services. The Parties agree that if additional services are required that exceed what was anticipated by the Parties or there is an extraordinary event that occurs which increases the anticipated budget of any LSU Research Campus budget, that budget may be increased by written agreement between a LSU Research Campus and the RTF. The total annual increases approved in this manner shall not exceed Four Hundred Thousand (\$400,000) Dollars. If the total amount of services requested by LSU Research Campuses exceeds the budget established in paragraph (a) of this section, then an amendment of this agreement shall be needed.

(c) LIFT<sup>2</sup> grants. The RTF may contract with third parties to provide reviews of the LIFT<sup>2</sup> grant which will be reimbursed by the LSU Office of the President from the LIFT<sup>2</sup> fund which said reimbursement shall not exceed Eighty Thousand (\$80,000) per year.

(d) The Annual Fee paid by individual research campuses for services requested under Section B of this agreement established under this Section shall include all attorney fees, filing fees and prosecution costs associated with any patent application filed or pending in the United States, including without limitation provisional applications, those applications originally filed as a PCT application, original United States applications, divisionals applications and continuation applications as well as continuing examinations, reexaminations and appeals. Any expenses or fees related to national stage filings (other than those made in the US as detailed

above), **expense and fees that exceed the base budget established by each campus,** US **3.5,** 7.5 and 11.5 year maintenance fees and/or litigation expenses incurred by the RTF shall be considered extraordinary expenses under section C(1)(d) and billed to the research campus incurring such expenses. The RTF provide to the LSU Research Campuses all invoices for attorney fees, filing fees and prosecution costs for their approval prior to payment and the RTF will pay all fees and cost detailed in this section with in 30 days upon receiving approval from the LSU Research Campus.

2. Payment Terms. On and after the Effective Date of this Agreement, the RTF will invoice each LSU Research Campus for its respective share of the Annual Fee ten (10) days prior to the due date established by the Parties, and each LSU Research Campus will pay the RTF its respective share of the Annual Fee by the day it is due.

*[Signature page follows]*

**THUS DONE AND SIGNED** at Baton Rouge, Louisiana, on the \_\_\_\_ day of \_\_\_\_\_, 2017, to be effective as of the Effective Date.

**WITNESSES:**

**LSU RESEARCH AND  
TECHNOLOGY FOUNDATION**

\_\_\_\_\_  
  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: Arthur R. Cooper  
Title: Chief Executive Officer

**THUS DONE AND SIGNED** at Baton Rouge, Louisiana, on the \_\_\_\_ day of \_\_\_\_\_ 2017, to be effective as of the Effective Date.

**WITNESSES:**

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

\_\_\_\_\_  
  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: F. King Alexander  
Title: President

*[Signature Page for 2<sup>nd</sup> Amendment of Cooperative Endeavor Agreement]*

**EXECUTION VERSION**

**ATTACHMENT II**

**COOPERATIVE ENDEAVOR AGREEMENT**

**BY AND AMONG**

**LSU RESEARCH AND TECHNOLOGY FOUNDATION**

**AND**

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY  
AND AGRICULTURAL AND MECHANICAL COLLEGE,  
which includes the following research campuses,  
Louisiana State University and Agricultural and Mechanical College,  
Louisiana State University Agricultural Center,  
Pennington Biomedical Research Center,  
Louisiana State University Health Sciences Center – New Orleans,  
Louisiana State University Shreveport, and  
Louisiana State University Health Sciences Center – Shreveport**

**DATED AS OF July 1, 2017**



## COOPERATIVE ENDEAVOR AGREEMENT

**THIS COOPERATIVE ENDEAVOR AGREEMENT** (the “**Agreement**”) is made and entered into this 1st day of July, 2017 (the “**Effective Date**”), by and between LSU Research and Technology Foundation, a nonprofit Louisiana corporation, represented herein by Arthur R. Cooper, its duly authorized undersigned Chief Executive Officer (hereinafter referred to as the “**RTF**”), and the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, a public constitutional corporation of the State of Louisiana, represented herein by F. King Alexander, its duly authorized undersigned President (hereinafter referred to as “**LSU**”), which includes the following research campuses, Louisiana State University and Agricultural and Mechanical College (“**LSU A&M**”), Louisiana State University Agricultural Center (“**LSU Agricultural Center**”), Pennington Biomedical Research Center (“**Pennington**”), Louisiana State University Health Sciences Center – New Orleans (“**LSU HSC – New Orleans**”), Louisiana State University Shreveport (“**LSU-S**”) and Louisiana State University Health Sciences Center – Shreveport (“**LSU HSC – Shreveport**”) (each an “**LSU Research Campus**” and collectively, the “**LSU Research Campuses**”). The RTF and LSU are each referred to herein as a “**Party**” and, collectively, as the “**Parties.**”

### RECITALS

**WHEREAS**, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that “For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;”

**WHEREAS**, in 2002, the RTF was organized exclusively for charitable, educational and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended; and, since inception, has been affiliated with LSU as defined in La. R.S. 17:3390, with a principal purpose of supporting the programs, facilities and research and educational opportunities offered by LSU;

**WHEREAS**, in furtherance of this principal purpose, the RTF is authorized, among other things, to coordinate and manage the development, transfer, protection and maintenance of intellectual property and other intangible property and rights for, to or in the marketplace from research and technology derived from (a) LSU and other research institutions and facilities in Louisiana (the “**Research Entities**”) and (b) start up research, technology, life sciences and digital media businesses emanating from the Research Entities (the “**Start Up Businesses**”);

**WHEREAS**, in December 2012, an LSU Transition Advisory Team (“**LSU TAT**”) was formed and tasked with making recommendations in support of LSU2015, “a strategic effort [to] implement[] organizational and operational changes [to] collectively better position all Louisiana State University campuses to thrive in the rapidly changing environment of higher education;”

**WHEREAS**, in July 2013, the LSU TAT issued its final report to LSU (the “**TAT Final Report**”) identifying technology transfer as a key component of LSU2015 and suggesting development of “a new service model incorporating the best of technology transfer at the campus level and the best of a research foundation model designed to proactively and efficiently deliver

the technical administrative services and commercialization support vital to building a top tier commercialization and technology transfer system;”

**WHEREAS**, in response to, and as recommended in, the TAT Final Report, F. King Alexander, the President of LSU, formed a President’s Committee on Technology Transfer (“**PCTT**”) that was charged to, among other things, “[d]evelop strategies to more closely integrate technology transfer activities through collaboration between the [RTF] and [the LSU Research Campuses];”

**WHEREAS**, on December 20, 2013, the PCTT issued a report titled “A New Approach to Technology Transfer at LSU: Partnerships for Progress in Leveraging Innovation,” recommending, among other things, (a) establishment of “a new, shared-services partnership with the [RTF] for centralized administrative support functions, allowing each [LSU Research Campus] the ability to maintain and enhance its individual technology transfer operations;” (b) preparation of “a one year [agreement] between the RTF and each [LSU Research Campus]” pursuant to which “expenses for these centralized services will be shared according to a formula based upon each [LSU Research Campus]’ relative proportion of LSU’s total annual research expenditures;” and (c) “[a]fter the first year of operation,” an expected allocation in the agreement that will be adjusted based upon the actual accrued expenditures of each LSU Research Campus and other factors;

**WHEREAS**, the RTF and LSU, including each of its LSU Research Campuses, previously entered an original CEA as a shared-services partnership on June 1, 2014, with this Agreement being an extension of that original agreement; and

**WHEREAS**, the RTF and LSU, including each of its LSU Research Campuses, are each willing and desires to extend such a shared-services partnership and this Agreement through the end of FY 2018 (June 30, 2018);

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **Introduction**

The Recitals set forth hereinabove are incorporated herein in their entirety.

For purposes of this Agreement, “**LSU Intellectual Property**” means “LSU Intellectual Property” as defined in Chapter VII of the LSU regulations, which includes any LSU Invention, LSU Work, LSU Software, LSU Digital Media, LSU Database, LSU Mark or Other LSU Intellectual Property as also defined therein, but excluding those trademarks governed and/or licensed by the LSU Trademark Licensing program that protects, promotes and supports the use of the LSU name and trademarks on products in the marketplace.

**A. LSU and its Research Campuses**

1. Autonomy. Notwithstanding any provision to the contrary contained herein, the RTF shall have no decision-making authority about the LSU Research Campuses' technology transfer operations and activities.

2. Reserved Powers and Responsibilities. Each LSU Research Campus shall maintain, control and staff its own independent technology transfer office (each an "**LSU Research Campus Technology Transfer Office**") and shall have responsibility for (and the RTF shall have no responsibility for or authority concerning) the following in connection therewith:

- (a) Subject to all applicable LSU Bylaws, Regulations, and policies, preparing an annual operating and capital budget for its LSU Research Campus Technology Transfer Office;
- (b) Establishing policies and procedures for, and identifying employees or positions responsible for, the management of the LSU Intellectual Property developed by its faculty;
- (c) Monitoring and ensuring compliance with all procedures and obligations under the Bayh-Dole Act (PL-517) or other applicable laws, regulations, agreements or contracts with respect to the management of the LSU Intellectual Property developed by its faculty;
- (d) Developing, and providing to the RTF Designated Representative (as defined in Subsection B(3) of this Agreement), a normal operating protocol setting forth the assistance that it anticipates requesting in accordance with Subsection (B)(1)(a) of this Agreement, although the Parties acknowledge that each LSU Research Campus may deviate from its normal operating protocol as necessary; and

3. LSU Designated Representative; Monitoring Plan. For purposes of this Agreement, LSU designates LSU's President or his or her designee or such other individual as may in the future be identified by LSU by written notice provided to the RTF in the manner provided for in Subsection S(3) of this Agreement to act on behalf of LSU (the "**LSU Designated Representative**"). The LSU Designated Representative will monitor compliance with the terms of this Agreement and, in connection therewith, will review each written report provided by the RTF to the LSU Designated Representative in accordance with Subsection B(1)(g)(ii) of this Agreement.

**B. The RTF**

1. Services. Subject to and in accordance with the terms and conditions set forth herein, the RTF will offer or provide the following technology transfer administrative support functions (the “**Services**”) to each of the LSU Research Campuses:

(a) Intellectual Property.

(i) Written Request Required. *Only on written request of the applicable LSU Research Campus Technology Transfer Office specifically identifying the relevant LSU Intellectual Property and the assistance requested*, the RTF, and/or legal advisors or other external advisors retained by the RTF, will assist the applicable LSU Research Campus Technology Transfer Office with one or more of the following:

A. In compliance with all applicable laws, retention of intellectual property counsel (with input from the applicable LSU Research Campus Technology Transfer Office), including independent intellectual property counsel (“**Independent IP Counsel**”) to evaluate and, if requested by the applicable LSU Research Campus Technology Transfer Office, obtain protection for the LSU Intellectual Property, including preparing and filing any necessary patent or copyright application(s) or registrations concerning any LSU Intellectual Property;

B. Assisting LSU Research Campus Technology Transfer Offices with identifying and/or evaluating potential licensees of the LSU Intellectual Property;

C. Assisting LSU Research Campus Technology Transfer Offices with preparation and/or evaluation for any licensing agreements concerning the LSU Intellectual Property;

D. Ensuring that any licensees meet their obligations under any licensing agreements executed about the LSU Intellectual Property, including working in conjunction with the relevant LSU Research Campus’ collections department to ensure payment of licensing fees due thereunder, and otherwise monitoring such agreements; and

E. Preparing and negotiating any other agreements, including sponsored-research agreements, related to the LSU Intellectual Property.

F. Maintaining patent maintenance/annuity database including all domestic US patents and all foreign patent records and reporting such pending maintenance/annuity fees to the respective LSU Research Campus for their payment/abandonment instructions.

(ii) Legal Advisors. Should the RTF retain a legal advisor(s), including Independent IP Counsel, to provide any of the Services contemplated by this Subsection B(1)(a) to any LSU Research Campus Technology Transfer Office, the legal advisor(s), RTF and LSU, including the applicable Research Campus, will enter into a common interest or other agreement setting forth the terms of the legal relationship by and among each, including the privileges applicable to the exchange or disclosure of information pursuant thereto. The selection of the legal advisor(s) shall be approved by the LSU Research Campus Technology Transfer Office.

(b) Database. Each LSU Research Campus Technology Transfer Office currently shares, and inputs information concerning its technology transfer operations and activities into a database selected by the Research Campuses. On and after the Effective Date, the RTF will:

(i) Maintain the Tech Transfer Database;

(ii) The RTF Intellectual Property Administrator and support staff shall assist with database training and/or database issues, assist with data input, including but not limited to legal service/expense charges and the intellectual property information contained on each Disclosure Form (as defined in Subsection A(2)(e) of this Agreement), monitor and manage the Tech Transfer Database for the LSU Research Campuses; and

(iii) Upon specific request and as mutually agreed upon in writing by and between the RTF and the applicable LSU Research Campus, provide any LSU Research Campus Technology Transfer Office with reports or other information concerning the data contained in the Database.

(c) Patent Database. The RTF will Maintaining patent maintenance/annuity database including all domestic US patents and all foreign patent records and reporting such pending maintenance/annuity fees to the respective LSU Research Campus for their payment/abandonment instructions.

(d) Marketing. At the request of the appropriate LSU Research Campus Technology Transfer Office, the RTF will market to, and recruit, potential partners to invest in or commercialize any LSU Intellectual Property that is available for licensing by third parties.

(e) Training and Resources. The RTF will provide training and resources to the LSU Research Campuses related to technology transfer as mutually agreed upon in writing by and between the RTF and each LSU Research Campus.

(f) iEdison. The RTF will provide assistance to LSU Research Campuses to meet iEdison compliance requirements.

(g) LIFT<sup>2</sup> grants. The RTF will coordinate the budget for each year with the Office of the President the LIFT<sup>2</sup> grants. The RTF will prepare and issue a RFP to the LSU Research Campuses up to 2 times each year requesting applications from LSU Researchers. The RTF will review and/or contract with a third party to review all LIFT<sup>2</sup> grant applications and make awards to the LSU researchers. The RTF will prepare the LIFT<sup>2</sup> contracts for execution. The RTF will monitor the LIFT<sup>2</sup> contracts for performance and provide regular reports to the Office of the President.

(h) Reporting. Through and including the date on which this Agreement terminates, the RTF will provide the following reports hereunder:

(i) On the 15<sup>th</sup> of each month, the RTF will provide an interim report of the preceding month(s) to all LSU Research Campuses with an overview of all metrics concerning technology transfer in the Tech Transfer database concerning the LSU Research

Campuses as mutually agreed upon in writing by and among the RTF, LSU and each LSU Research Campus;

(ii) On the 30th of each month, the RTF will finalize and issue to LSU Research Campuses all metrics for the preceding month(s); and

(iii) On or before each six-month anniversary of the Effective Date of this Agreement, the RTF will prepare a written report concerning the use of funds the RTF receives hereunder as well as the specific goals and objectives for the use of such funds and forward this written report to the LSU Designated Representative.

(iv) Upon request of the Office of the President, the RTF shall prepare an annual report to the LSU Board of Supervisors giving an overview of the technology transfer activity and LIFT<sup>2</sup> grants.

2. Changed Services. The Services to be provided after the Effective Date may be reduced, additional services may be provided, and other changes to, or clarification of, the Services may be made by the RTF or LSU or the LSU Research Campuses according to the following procedures. If material reductions in, additions to, other changes to, or clarifications of the Services are required or desired by the RTF or LSU or the LSU Research Campuses (the “**Changed Services**”), the Party proposing the Changed Services shall prepare and deliver to the other Party a written statement describing the proposed Changed Services, the reason therefor, and the anticipated change in cost resulting therefrom (the “**Written Statement**”). Implementation of the Changed Services shall require the written consent of the other Party to the Written Statement. If written consent of the other Party is obtained, the Written Statement shall constitute an amendment to this Agreement, shall be effective on the date of said consent unless a different effective date is stated therein and shall be subject to all of the terms and conditions of this Agreement except those which the Written Statement expressly supersedes. The RTF or LSU or the LSU Research Campuses may propose immaterial Changed Services verbally or in writing; however, implementation of any such services shall require the written consent of the other Party.

3. RTF Designated Representative. For purposes of this Agreement, the RTF designates its Chief Executive Officer or his or her designee or such other individual as may in the future be identified by the RTF by written notice provided to LSU in the manner provided for in Subsection S(3) of this Agreement to act on behalf of the RTF (the “**RTF Designated Representative**”).

### C. Financial Terms

In consideration of the Services the RTF provides hereunder, the RTF will receive the annual fee (the “**Annual Fee**”) and other than the Annual Fee and additional reimbursements provided for in this Section, the RTF acknowledges that it is not entitled to any another payment from either LSU or any of the LSU Research Campuses pursuant to this Agreement. The RTF may seek funding from other sources to cover any other costs it incurs in providing the Services provided such funding does not violate applicable law or the terms and conditions of the RTF’s organizational documents.

1. Annual Fee Timing. The Annual Fee is payable to the RTF in either annual, semi-annual, quarterly or monthly installments which will be agreed upon by the Parties.

(a) Annual Fee (FY 2018). The Annual Fee for FY 2018 is One Million Two Hundred and Ninety Thousand and Five Hundred Dollars (\$1,290,500) and is payable by LSU and each LSU Research Campus as follows:

|                                |                |
|--------------------------------|----------------|
| <b>LSU</b>                     | \$310,000.00   |
| <b>LSU A&amp;M</b>             | \$287,000.00   |
| <b>LSU Agricultural Center</b> | \$401,500.00   |
| <b>Pennington</b>              | \$90,000.00    |
| <b>LSU HSC – New Orleans</b>   | \$45,000.00    |
| <b>LSU HSC – Shreveport</b>    | \$154,000.00   |
| <b>LSU-S</b>                   | \$3,000.00     |
| <b>TOTAL</b>                   | \$1,290,500.00 |

(b) Extraordinary or Additional Services. The Parties agree that if additional services are required that exceed what was anticipated by the Parties or there is an extraordinary event that occurs which increases the anticipated budget any LSU Research Campus budget, that budget may be increased by written agreement between a LSU Research Campus and the RTF. The total annual increases approved in this manner shall not exceed Two Hundred Thousand (\$200,000) Dollars per research campus.

(c) LIFT<sup>2</sup> grants. The RTF may contract with third parties to provide reviews of the LIFT<sup>2</sup> grant application which will be reimbursed by the LSU Office of the President from the LIFT<sup>2</sup> fund which said reimbursement shall not exceed Eighty Thousand Dollars (\$80,000) per year.

(d) The Annual Fee paid by individual research campuses established under this Section shall include all attorney fees, filing fees and prosecution costs associated with any patent application filed or pending in the United States, including without limitation provisional applications, those applications originally filed as a PCT application, original United States applications, divisional applications and continuation applications as well as continuing examinations, reexaminations and appeals. Additionally, the Annual Fee shall be applied to costs related the first US maintenance fee (3.5 years from date of issuance). Any expenses or fees related to national stage filings (other than those made in the US as detailed above), US 7.5 and 11.5 year maintenance fees and/or litigation expenses incurred by the RTF shall be considered extraordinary expenses under section C(1)(d) and billed to the research campus incurring such expenses. The RTF provide to the LSU Research Campuses all invoices for attorney fees, filing fees and prosecution costs for their approval prior to payment and the RTF will pay all fees and cost detailed in this section with in 30 days upon receiving approval from the LSU Research Campus.

2. Payment Terms. On and after the Effective Date of this Agreement, the RTF will invoice each LSU Research Campus for its respective share of the Annual Fee ten (10) days prior to the due date established by the Parties, and each LSU Research Campus will pay the RTF its respective share of the Annual Fee by the day it is due.

#### **D. Additional RTF Support**

In addition to the Services described in Section B of this Agreement, the RTF will offer and provide additional technology transfer administrative support functions to each of the LSU Research Campuses (the “**Additional RTF Support**”) pursuant to this Agreement. The RTF will not receive consideration of any kind from the LSU Research Campuses, and will not use the Annual Fee, to pay for provision of this Additional RTF Support. Specifically, the RTF will:

1. Provide RTF an Intellectual Property Administrator (as defined in Subsection B(1)(b) of this Agreement) with office space, equipment and supplies;
2. Provide RTF with administrative support staff;
3. Reimburse RTF staff for their travel and communication expenses;
4. *Only on written request of the applicable LSU Research Campus Technology Transfer Office*, assist researchers form entrepreneurial organizations based on LSU Intellectual Property;
5. Advise LSU Research Campuses on obtaining additional funding and available tax credits in support of commercializing LSU Intellectual Property; and
6. Provide information to the LSU Research Campuses regarding best practices regarding technology transfer.

#### **E. Expenses**

Each Party shall be responsible for its own legal, consulting and other expenses incurred in connection with negotiation of this Agreement unless the Parties otherwise agree in writing to share specific expenses between them.

#### **F. Indemnity**

1. Indemnity Obligations of the RTF. The RTF agrees to protect, defend, indemnify, save, and hold harmless, LSU and the LSU Research Campuses and their board members, officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person, or arising out of the damage, loss or destruction of any property which may occur, or arising out of any act or omission of the RTF, its agents, board members, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by LSU or the LSU Research Campuses as a result of any



such claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of LSU and the LSU Research Campuses or their officers, agents, servants, employees and/or volunteers. The RTF agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

2. Indemnity Obligations of LSU. LSU and the LSU Research Campuses agree to protect, defend, indemnify, save, and hold harmless, the RTF and its board members, officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person, or arising out of the damage, loss or destruction of any property which may occur, or arising out of any act or omission of LSU or the LSU Research Campuses or their agents, board members, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by the RTF as a result of any such claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the RTF, its officers, agents, servants, employees and/or volunteers. LSU and the LSU Research Campuses agree to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agree to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. However, the Parties further agree that the costs and expenses incurred by LSU and the LSU Research Campuses in fulfilling their defense and indemnity obligations hereunder shall be limited to proceeds from the Office of Risk Management or other applicable LSU insurance plan which are available for this purpose.

#### **G. Non-Assignability**

The Parties shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the other Parties; provided, however, the RTF may freely assign to its bank, trust company, or other financial institution any money due or to become due from approved agreements. However, notice of such assignment or transfer shall be furnished promptly to LSU, the LSU Research Campuses and LSU's Vice President for Finance & Administration/Chief Financial Officer.

#### **H. Binding Effect**

Except as otherwise provided herein, this Agreement, and the rights and obligations of the Parties hereunder, will be binding upon and inure to the benefit of the Parties' respective successors, assigns, heirs, legatees, executors, administrators and legal representatives.

#### **I. Audit and Auditors**

The Parties hereby agree that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration, as well as the internal auditors of LSU acting directly or through contracted auditors shall have the option of auditing all records

and accounts of the RTF that relate to this Agreement, as well as all contracts with outside consultants and service providers relative to the performance of services under this Agreement.

**J. Record Retention**

RTF agrees to retain all books, records, and other documents relevant to this Agreement and the funds expended hereunder for at least three (3) years after final payment hereunder, or as required by applicable Federal law if Federal funds are used to fund this Agreement.

**K. Ownership**

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

**L. Term**

This Agreement shall begin on the Effective Date and shall terminate on June 30, 2018. The termination date may be extended by written amendment to this Agreement, which must be signed by each of the Parties after obtaining any necessary approvals.

**M. Termination**

LSU may terminate this Agreement at any time by giving thirty (30) days written notice to the RTF. The RTF shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

**N. Fiscal Funding**

The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of this Agreement by the Legislature as determined by LSU in its sole discretion. If the Legislature fails to appropriate sufficient monies to provide for the continuation of this Agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement, this Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated unless terminated earlier as otherwise provided in this Agreement.

**O. Discrimination Clause**

1. Applicable Non-Discrimination Acts. The Parties agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Americans with Disabilities Act of 1990.

2. Non-Discrimination Policy. The Parties agree not to discriminate in employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disability.

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

**P. Independent Contractors**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. The RTF shall at all times remain an "independent contractor" with respect to the Services to be performed under this Agreement.

**Q. Tax Liability**

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

**R. Agreement Approval**

This Agreement, as well as any amendments hereto, shall not be effective until it has been approved and signed by all parties and until it has been approved by the Director of the Office of Contractual Review or the Commissioner of Administration.

**S. General Provisions**

1. Severability. To the fullest extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provisions of this Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

2. Governing Law; Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana. The 19th Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana, shall be the exclusive court of jurisdiction

and venue for any litigation, special proceeding or other proceeding by and among the Parties in connection with, or by reason of, this Agreement.

3. Notices. Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be deemed to have been duly provided upon delivery, if by hand; on the guaranteed delivery date, if by reputable overnight courier; or upon confirmation of successful transmission if by email. Notices must be addressed to the addressee, or the person then-holding the office of the addressee, at the following addresses or to such other person or address as a Party may give notice to the other Parties:

If to RTF:                   LSU Research and Technology Foundation  
340 East Parker Boulevard  
Baton Rouge, LA 70803  
Attention: Arthur R. Cooper, Chief Executive Officer  
Email: [arthur@lsurtf.com](mailto:arthur@lsurtf.com)

with a copy to:           Kantrow, Spaht, Weaver & Blitzer (APLC)  
City Plaza, Suite 300  
445 North Boulevard  
Baton Rouge, LA 70802  
Attention: W. Scott Keaty, Esq.  
Email: [scott@kswb.com](mailto:scott@kswb.com)

If to LSUA&M               Board of Supervisors of Louisiana State University  
and Agricultural and Mechanical College  
3810 West Lakeshore Drive  
Baton Rouge, LA 70808  
Attention: F. King Alexander, President and Chancellor  
Email: [alexander@lsu.edu](mailto:alexander@lsu.edu)

with a copy to:           Taylor, Porter, Brooks & Phillips LLP  
8th Floor Chase Tower South  
451 Florida Street  
Baton Rouge, LA 70801  
Attention: John P. Murrill, Esq.  
Email: [john.murrill@taylorporter.com](mailto:john.murrill@taylorporter.com)

If to LSU ITC:             Louisiana State University and  
Agricultural and Mechanical College  
206 Louisiana Emerging Technology Center  
340 East Parker Boulevard  
Baton Rouge, LA 70808  
Attention: Andrew J. Maas, M.S., J.D., LL.M.  
Assistant Vice Chancellor for Research Technology  
Transfer

Director, Office of Intellectual Property,  
Commercialization & Development  
Email: [andrewm@lsu.edu](mailto:andrewm@lsu.edu)

If to LSU

Agricultural Center: Louisiana State University Agricultural Center  
104 J. Norman Efferson Hall  
110 LSU Union Square  
Baton Rouge, LA 70803-0106  
Attention: Wade Baumgartner, Ph.D., J.D., Director  
Office of Sponsored Programs and Intellectual Property  
Email: [WBaumgartner@agcenter.lsu.edu](mailto:WBaumgartner@agcenter.lsu.edu)

If to Pennington:

Pennington Biomedical Research Center  
6400 Perkins Road  
Baton Rouge, LA 70808  
Attention: Leslie M. Smith, M.S., J.D.  
Director of Office of Intellectual Property and Technology  
Transfer  
Office of Intellectual Property & Technology Transfer  
Email: [Leslie.Smith@pbrc.edu](mailto:Leslie.Smith@pbrc.edu)

If to LSU HSC –  
New Orleans:

Louisiana State University  
Health Sciences Center – New Orleans  
433 Bolivar Street, Suite 827  
New Orleans, LA 70112  
Attention: Patrick E. Reed, M.S., RTTP, Director  
Office of Technology Management  
Email: [preed3@lsuhsc.edu](mailto:preed3@lsuhsc.edu)

If to LSU HSC –  
Shreveport:

Louisiana State University  
Health Sciences Center – Shreveport  
1501 Kings Highway, Room 1-214  
Shreveport, LA 71103  
Attention: Annella Nelson  
Office for Sponsored Programs and Technology Transfer  
Email: [anelso@lsuhsc.edu](mailto:anelso@lsuhsc.edu)

If to LSU  
Shreveport:

Louisiana State University Shreveport  
1 University Place  
Shreveport, LA 71115  
Attention: Amanda Lewis  
Email: [Amanda.Lewis@lsus.edu](mailto:Amanda.Lewis@lsus.edu)

4. Entire Agreement; Supersedure. This Agreement sets forth the entire agreement of the Parties with respect to the subject matter hereof and supercedes any and all prior contracts, agreements and understandings between the Parties, whether written or oral, concerning the subject matter hereof and is a complete statement of the terms thereof.

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

6. Construction. The Parties and/or their respective counsel have participated in the negotiation and drafting of this Agreement. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted together by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any of the Parties by virtue of the authorship of any of the provisions of this Agreement. In entering this Agreement, the Parties represent that they have relied upon the advice of their attorneys, who are attorneys of their own choice, and that the terms of this Agreement have been completely read and explained to them by their attorneys, and that those terms are fully understood and voluntarily accepted by them.

7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument. For purposes hereof, facsimile and electronically scanned pdf copies hereof and facsimile and electronically scanned pdf signatures hereof shall be authorized and deemed effective.

8. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or extent of any of the provisions of this Agreement.

9. Further Assurances. From time to time hereafter, each Party shall execute and deliver such additional instruments, certificates or documents, and take all such actions as the other Parties may reasonably request, for the purpose of fulfilling its obligations hereunder.

10. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, board member, officer, agent or employee of any Party hereto in his individual capacity, and those persons executing this Agreement on behalf of a Party to this Agreement shall not be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement except to the extent required by law.

11. Delay or Omission. No delay or omission in the exercise of any right or remedy accruing to a Party upon any breach by the other Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any

subsequent breach of the same or any other term, covenant or condition herein or therein contained.

*[Signature page follows]*

**THUS DONE AND SIGNED** at Baton Rouge, Louisiana, on the \_\_\_\_ day of \_\_\_\_\_, 2017, to be effective as of the Effective Date.

**WITNESSES:**

**LSU RESEARCH AND  
TECHNOLOGY FOUNDATION**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: Arthur R. Cooper  
Title: Chief Executive Officer

**THUS DONE AND SIGNED** at Baton Rouge, Louisiana, on the \_\_\_\_ day of \_\_\_\_\_, 2017, to be effective as of the Effective Date.

**WITNESSES:**

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

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: F. King Alexander  
Title: President

*[Signature Page for Cooperative Endeavor Agreement]*



EXHIBIT D  
CONSTRUCTION TO BE COMPLETED IN PARKING LOT

- A portion of the existing lot is to be fenced and re-striped, per Exhibit B.
- Access control is to be installed.

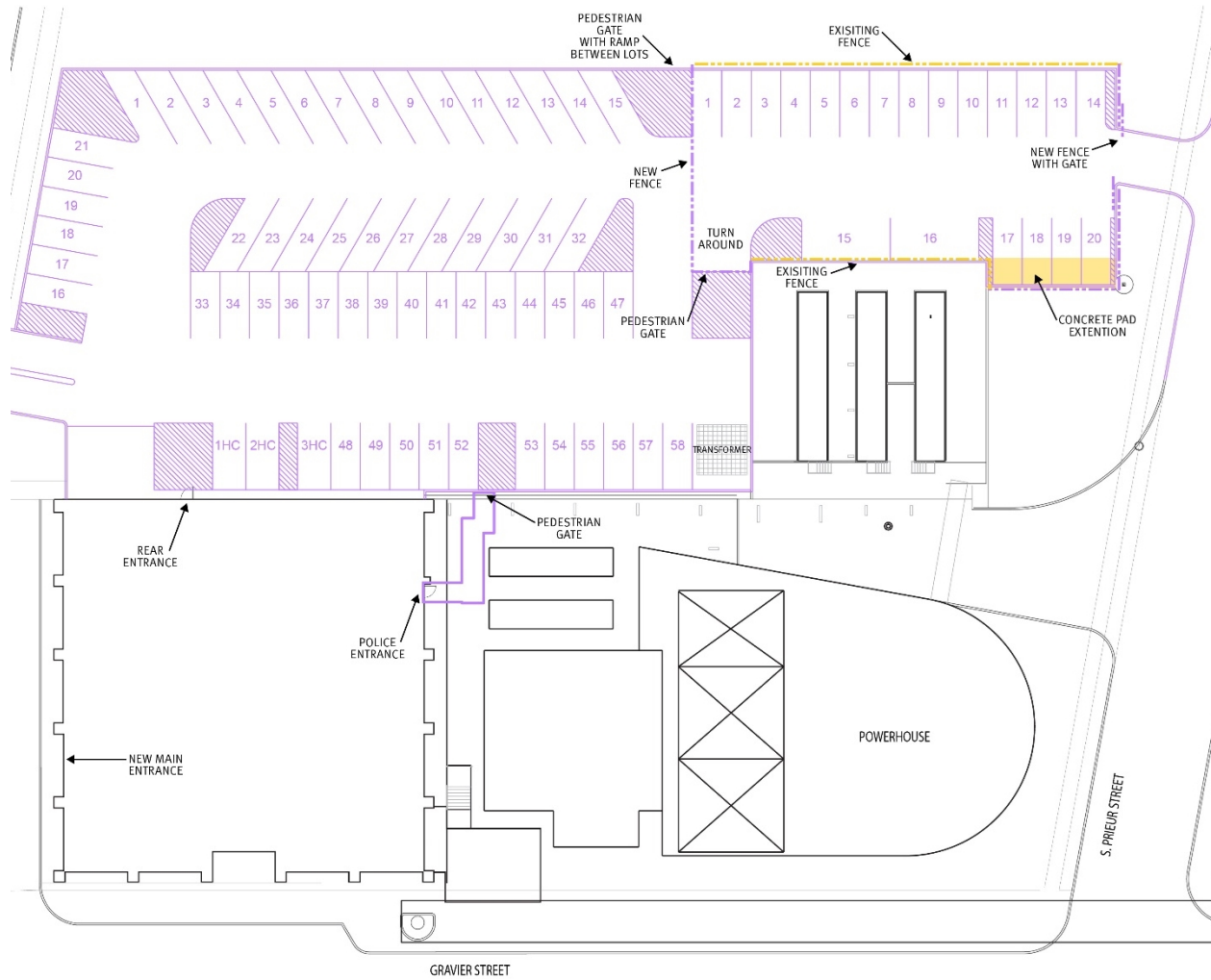


Exhibit D: Layout of 20 Fenced Parking Spaces



**Request from LSU Health Sciences Center – New Orleans to Enter into a Cooperative Endeavor Agreement with the Louisiana Department of Public Safety Office of State Police to Occupy Office Space at the LSU Health Sciences Center – New Orleans in Exchange for Security Services**

**To: Members of the Board of Supervisors**

**Date: May 4, 2018**

Pursuant to the following clauses within Article VII, Section 9.3, Lease of Immovable Property, of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter": (i) the lease is potentially for a term of more than 5 years; and (v) the anticipated use of the building or land by the lessee would fundamentally transform the building or land and alter the purposes for which the University can use it.

**1. Summary of Matter**

The LSU Health Sciences Center – New Orleans (LSU HEALTH NEW ORLEANS) proposes to enter into a Cooperative Endeavor Agreement with the Department of Public Safety and Corrections Office of State Police (LSP) to provide 3,888 square feet of office space and twenty (20) parking spaces to the State Police at the Seton Building, located on the LSU HEALTH NEW ORLEANS campus, 2025 Gravier Street, New Orleans. Prior to occupation by the State Police, LSU HEALTH NEW ORLEANS will complete a build-out of the offices and fencing and re-striping of the parking area. In exchange for the above, the LSP will provide security patrols of the LSU HEALTH NEW ORLEANS Downtown Campus and emergency response and security expertise. The total estimated cost to LSU HEALTH NEW ORLEANS of the project is \$350,000. The estimated value of the services to be provided by the LSP is \$230,000 annually.

**2. Review of Business Plan**

Not applicable.

**3. Fiscal Impact**

Construction and Maintenance funding will be from the LSU state funds budgeted for maintenance and repairs of facilities.

**4. Description of Competitive Process**

LSU HEALTH NEW ORLEANS will publicly bid the construction project. No competitive process is required to enter into an Inter-Agency Cooperative Endeavor Agreement.

**5. Review of Legal Documents**

State/Sponsor document

## 6. Parties of Interest

All parties relevant to the approval of this agreement do not have any related interest in the agreement nor will they receive financial gain from this approval.

## 7. Related Transactions

Not applicable

## 8. Conflicts of interests

None.

## Attachments

- Interagency Cooperative Endeavor Agreement
- Construction to be Completed on Building (Exhibit “C”)
- Construction to be Completed in Parking Lot (Exhibit “D”)
- Campus Map with property location
- Services to be Provided by LSP to Offset the Expenditures by LSU and Annual Value of Rent for the Space
- Letter from Chancellor Hollier

## RECOMMENDATION

**"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, LSU System, to approve the Cooperative Endeavor Agreement to provide office and parking space to the Louisiana State Police in exchange for receipt of security services and emergency response expertise. The cost of renovations and maintenance are to be funded by LSU Health Sciences Center –New Orleans and to be compensated by the Louisiana State Police via in-kind security patrols and Emergency Response expertise.

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

**INTERAGENCY COOPERATIVE ENDEAVOR AGREEMENT**  
**between**  
**BOARD OF SUPERVISORS OF**  
**LOUISIANA STATE UNIVERSITY AND A & M COLLEGE**  
**and the**  
**DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS,**  
**OFFICE OF STATE POLICE**

**USE OF OFFICE SPACE AT THE SETON BUILDING, LOCATED AT**  
**2025 GRAVIER STREET, NEW ORLEANS, LA 70112**

This Interagency Cooperative Endeavor Agreement (Agreement) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (LSU) on behalf of the Louisiana State University Health Sciences Center in New Orleans (LSUHSC-NO) and the Louisiana Department of Public Safety and Corrections, Public Safety Services (DPS), on behalf of the Louisiana State Police (LSP) represented herein, by Lt. Colonel Jason Starnes, Undersecretary of DPS , to serve the public for the purposes hereinafter declared.

**WHEREAS**, the Louisiana State Police (LSP) have been serving in the City of New Orleans, particularly in the French Quarter;

**WHEREAS**, the LSP has worked out of temporary locations and currently maintains and operates out of 880 Port of New Orleans Place, New Orleans, LA 70130;

**WHEREAS**, LSP has outgrown the current location and needs additional space as well as a permanent place to operate out of;

**WHEREAS**, LSUHSC-NO is re-occupying the Seton Building located at 2025 Gravier Street, New Orleans, LA 70112 and the floor space in the Seton Building is available, in part as a precaution and to protect its assets from weather events;

**WHEREAS**, LSP desires to utilize the first floor of the Seton Building as its permanent New Orleans location, as well as adjacent parking areas;

**WHEREAS**, LSUHSC-NO desires to have the increased security to its campus to be provided by the LSP;

**WHEREAS**, the parties hereto have each determined that it is in the best interest of the public to have the LSP utilize the first floor of the Seton Building, and

**WHEREAS**, the parties agree that in effectuating use of space and security upgrade contemplated herein, each is receiving an equivalent value in exchange.

**NOW THEREFORE**, the parties agree as follows:

**ARTICLE I**  
**PURPOSE AND SCOPE**

**1.1** The Recitals set forth above are hereby incorporated herein and expressly made a part of this Agreement.

**1.2** LSUHSC-NO is in possession of public assets that can be utilized by LSP.

**1.3** LSP and LSUHSC-NO agree to the use of the first floor of the Seton Building identified in the attached Exhibit A, made a part hereof and incorporated herein by reference, in accordance with the terms and conditions more fully set forth herein below.

**ARTICLE II**  
**TRANSFER AND ACCEPTANCE**

**2.1** LSUHSC-NO does hereby grant to and LSP hereby accepts use of the office space in the first floor of the Seton Building as shown in Exhibit A attached.

**2.2** LSUHSC-NO does hereby grant to and LSP hereby accepts use of a portion of the parking lot adjacent to the Seton Building as shown in Exhibit B attached.

**ARTICLE III**  
**PROJECT OBLIGATIONS AND RESPONSIBILITIES**

**3.1 Responsibilities of LSUHSC-NO**

3.1.1 LSUHSC-NO shall provide LSP continued access to the properties described in Exhibits A & B for the period , 2018 through December 31, 2028.

3.1.2 LSUHSC-NO agrees make the construction and improvement to the first floor of the Seton Building and the parking areas as described in Exhibit C & D.

**3.2 Responsibilities of LSP**

3.2.1 LSP hereby accepts full responsibility for the premises as set forth herein above at paragraph 2.1.

3.2.2 LSP agrees that it will maintain the building in conformity with all relevant laws, ordinances or orders of the Fire Marshal, as well as any policies of LSU and the LSUHSC-NO. LSP shall be responsible for all maintenance and repairs during the term of this agreement including the air conditioning and heating systems, roof, structural, walls,

foundations and sewerage lines, as well as the parking area and fencing which are in need of repair that is not attributable to the negligence of LSUHSC-NO, its agents or employees. LSP and LSUHSC-NO acknowledge that the premises to be occupied are in good, safe and acceptable condition.

3.2.3 LSP agrees that LSUHSC-NO shall continue to own the entire Seton Building located at 2025 Gravier Street, New Orleans, LA 70112, including the first floor and the parking area. LSP agrees that the Building space occupied by LSP is approximately 3888 square feet and consist only of the first floor as described in Exhibit A and the parking area as described in Exhibit B. LSP acknowledges that the premises to be occupied are in good, safe and acceptable condition and LSP agrees to return the premises and office furnishings upon termination of this agreement in substantially the same condition, except for ordinary wear and tear.

3.2.4 DPS agrees that it shall coordinate with HSCNO Police Department to provide police services to the LSUHSC-NO campus and approach areas as provided in Exhibit E. LSP shall provide security for the Building, as well as for the remainder of the LSUHSC-NO campus so long as LSP continues to co-occupy same.

3.2.5 DPS shall accept and secure any firearms transferred herein in and maintain same in full accordance with all state and federal regulations pertinent thereto, including, but not limited to all required registration, reporting, and permitting required by law.

#### **ARTICLE IV**

#### **TERM OF AGREEMENT AND CONSIDERATION**

This Agreement shall become effective [REDACTED], 2018, after all parties have signed through their duly authorized representatives, in the presence of two competent witnesses, on the date above first written and shall terminate on **December 31, 2028**, unless modified by a fully executed supplemental agreement. Notwithstanding the foregoing, in no event shall this Agreement be valid until it has been approved, in writing, by the Director of the Office of Contractual Review of the Division of Administration. Provided however, that the offset of construction cost and rental by the provision of services as provided herein shall not begin until LSP has begun to provide such services.

The fair market rental value of the premises is Sixty Eight Thousand Forty Dollars (\$68,040.00) per year. In addition, LSU shall expend an estimated Three Hundred Fifty Thousand Dollars (\$350,000.00) for improvements to benefit LSP, as provided in Exhibits C & D.

LSP shall provide in kind services to LSUHSC-NO in the amount of \$230,000 per year as provided in Exhibit E.

LSUHSCNO shall offset the lease and construction cost against the services provided by LSP until the construction costs have been paid back to LSU. After the construction cost have been fully offset, LSP shall occupy the premises without rental cost and shall continue to provide the services described in Exhibit E for the remainder of the Term.

**ARTICLE V**  
**TAXES**

LSP hereby agrees that the responsibility for payment of any taxes due from funds received under or pursuant to this Agreement shall be the LSP's obligation and identified under Federal employer tax identification number 72-0724657.

**ARTICLE VI**  
**TERMINATION**

**6.1** Either party may terminate this Agreement for cause based upon the failure of the other party to comply with any of the terms and conditions contained herein; provided, however, that the party whose intent it is to terminate shall first provide the other party with written notice identifying the nature of the other party's noncompliance. If within thirty (30) days after receipt of said notice, the other party shall not have either corrected such failure, or in the case which cannot be corrected within thirty (30) days, begun efforts in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the party may, at its option, place the other party in default and this Agreement shall terminate on the date specified in said notice.

**6.2** Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party.

**6.3** In the event that this Agreement is terminated by LSP or DPS for any reason prior to the end of the Term, LSP and DPS shall be obligated to pay LSU the full amount of the construction cost, plus the cost of reconstruction on the premises to usable space, less a credit of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) for each year that LSP provides service as provided in Exhibit E.

**ARTICLE VII**  
**NON ASSIGNABILITY**

Neither LSUHSC-NO nor DPS shall assign any interest in this Agreement by assignment, transfer, or novation, without the prior written consent of the other.

**ARTICLE VIII**  
**AMENDMENT OF AGREEMENT**

The parties agree that any amendment of this Agreement shall not be valid unless and until it is reduced to writing and executed by both parties.

**ARTICLE IX**  
**AUDITORS**

The Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration, Office of Contractual Review, shall have the option of auditing all accounts of DPS and LSUHSC-NO that relate to this Agreement, pursuant to La R.S.24:513.



**ARTICLE X**  
**DISCRIMINATION CLAUSE**

**10.1** The parties agree to abide by the requirements of the following as applicable: Titles VI and Title VII of the Civil Rights Act of 1964, as amended; the Equal Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended, and Title II of the Genetic Information Nondiscrimination Act of 2008.

**10.2** The parties agree not to discriminate in employment practices, and shall render services under this contract without regard to race, color, age, religion, gender, national origin, veteran status, genetic information, political affiliation, or disabilities.

**10.3** Any act of discrimination committed by either party, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this Agreement.

**ARTICLE XI**  
**INDEMNIFICATION - HOLD HARMLESS**

LSP agrees to indemnify and hold the LSU Board of Supervisors and any institution under their management and authority as well as their respective agents, employees, invitees and assigns and will indemnify and hold harmless the LSU Board of Supervisors and any institution under their management and authority as well as their respective agents, employees, invitees and assigns from suits, actions, damages and costs of whatever kind relating to damage to property, loss of life and personal injury caused by their acts or omissions and arising from the use or occupancy of the first floor of the Seton Building and the adjacent parking areas or the police services provided by the LSP as a result of this Agreement.

**ARTICLE XII**  
**GOVERNMENTAL ETHICS**

LSUHSC-NO and LSP acknowledge that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the agencies and their assigned personnel in the performance of this contract. The parties agree to immediately notify the other agency if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

**ARTICLE XIII**  
**NOTICES**

All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (receipted for) or by placing same in the United States Mail, properly addressed and postage prepaid to:

LSU Health Sciences Center - New Orleans  
Attn: John Ball, Associate Vice Chancellor  
Property & Facilities  
433 Bolivar Street, Suite 803  
New Orleans, LA 70112  
Office: 504-568-4500  
Fax: 504-568-5575

Louisiana State Police  
Attn: Captain Darrin Naquin  
1450 Poydras Street, Suite 1300  
New Orleans, LA 70112

DRAFT

**IN WITNESS HEREOF**, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year first above written.

**WITNESSES:**

**BOARD OF SUPERVISORS OF  
LOUISIANA STATE UNIVERSITY & A&M  
COLLEGE**

\_\_\_\_\_  
Witness for First Party

BY: \_\_\_\_\_  
President

\_\_\_\_\_  
F. King Alexander

\_\_\_\_\_  
Witness for First Party

**LOUISIANA STATE POLICE**

**WITNESSES:**

\_\_\_\_\_  
Witness for Second Party

BY: \_\_\_\_\_  
Undersecretary, Louisiana Department  
of Public Safety and Corrections, Public  
Safety Services

\_\_\_\_\_  
Lt. Colonel Jason Starnes

\_\_\_\_\_  
Witness for Second Party

EXHIBIT A  
DESCRIPTION OF SPACE TO BE LEASED BY LSP

Address: Seton Building, 2025 Gravier Street, New Orleans, LA 70112

Site Description: The building is a seven story building with a floor area of 11,000 square feet per floor, for a total building square footage of 77,000

Primary Use of Building: Medical clinics

Area leased by LSP: 3,888 square feet of office space located on the first floor



Exhibit A: Seton Building Location, 2025 Gravier Street.

EXHIBIT B  
DESCRIPTION OF PARKING AREA TO BE LEASED BY LSP

Location: The parking lot is located immediately behind the Seton Building, with entrance on South Johnson Street.

Total Number of Spaces: The parking contains a total of 100 parking spaces, to be shared among the tenants of the Seton Building.

Number of Spaces Dedicated to LSP: A portion of the parking lot is to be dedicated to the LSP, with 20 spaces for patrol cars



Exhibit B: Dedicated Parking Lot Location

EXHIBIT C  
CONSTRUCTION TO BE COMPLETED ON BUILDING

- Two (2) office suites totaling 3,888 square feet are to be developed with minor demolition and construction of new partitions.
- All finishes are to be updated with fresh paint, carpets tiles, VCT tiles, and new suspended ceilings and acoustical tiles.
- One (1) newly constructed private restroom will be added to the suite.



Exhibit C: Interior Office Renovation Layout

EXHIBIT D  
CONSTRUCTION TO BE COMPLETED IN PARKING LOT

- A portion of the existing lot is to be fenced and re-striped, per Exhibit B.
- Access control is to be installed.

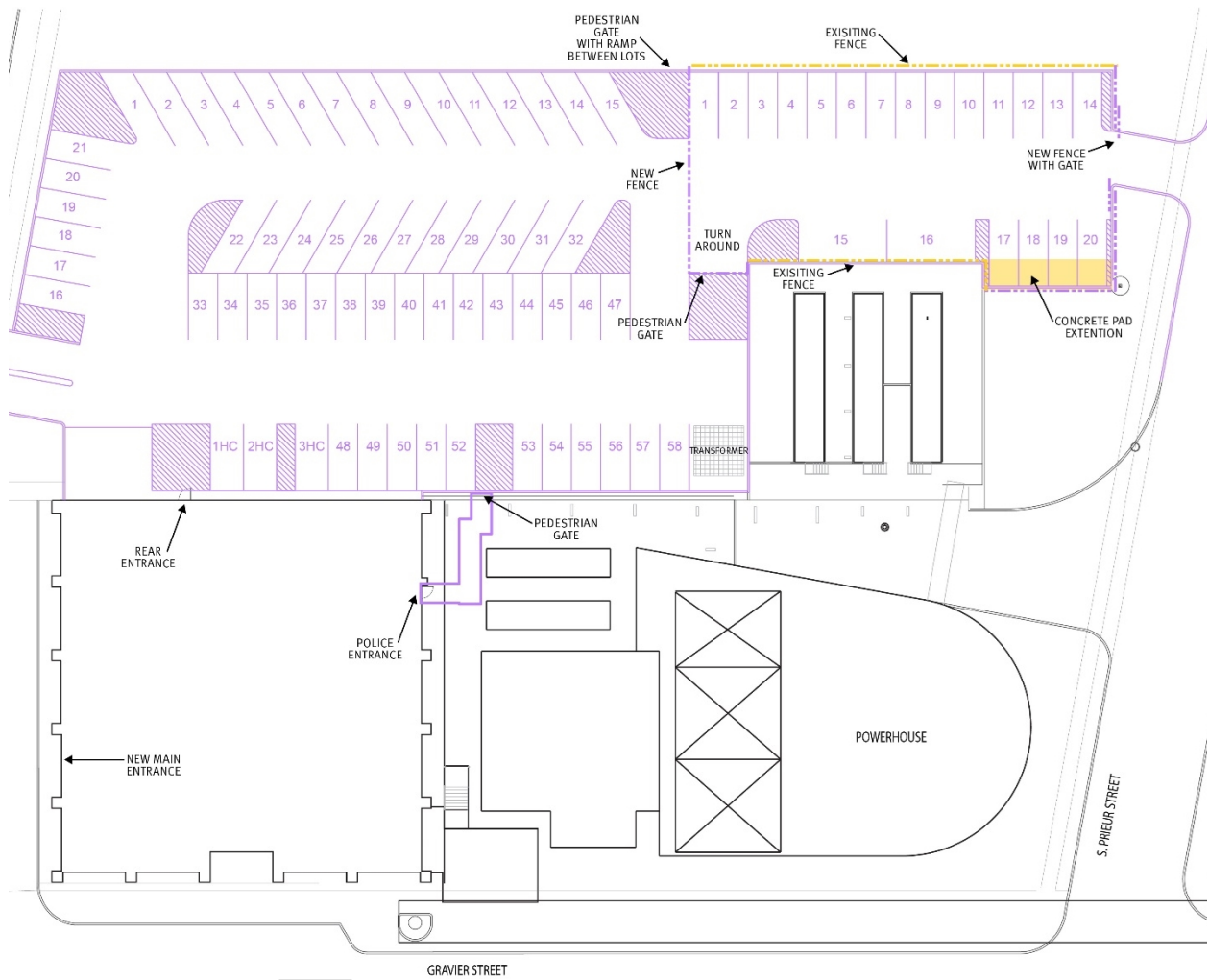


Exhibit D: Layout of 20 Fenced Parking Spaces

EXHIBIT E

SERVICES TO BE PROVIDED BY LSP TO OFFSET THE EXPENDITURES BY  
LSU, AS WELL AS THE ANNUAL VALUE OF RENT FOR THE SPACE

| <b>Service</b>  |   | <b>Estimated Yearly Value</b> |
|---|---|-------------------------------|
| 1. Provide physical security by providing patrols on the LSUHSC Downtown Campus |   | \$70,000                      |
| 2. Provide physical security of the Seton Building                              |   | \$120,000                     |
| 3. Provide emergency response and security expertise through:                   |   |                               |
| a.  | Participation in LSUHSC emergency response exercises and drills (e.g., active shooter, bomb threat, external chemical spill).   | \$10,000                      |
| b.  | Providing the LSUHSC Emergency Operations Center with technical support in the event of an emergency.                           | \$10,000                      |
| c.  | Performing periodic reviews of LSUHSC's Emergency Response Plan and provide recommendations for improvements.                   | \$10,000                      |
| d.  | Assessment of LSUHSC, New Orleans, Downtown and Dental campuses and make recommendations for improvements to physical security. | \$10,000                      |
| <b>Total</b>  |   | <b>\$230,000</b>              |



EXHIBIT C  
CONSTRUCTION TO BE COMPLETED ON BUILDING

- Two (2) office suites totaling 3,888 square feet are to be developed with minor demolition and construction of new partitions.
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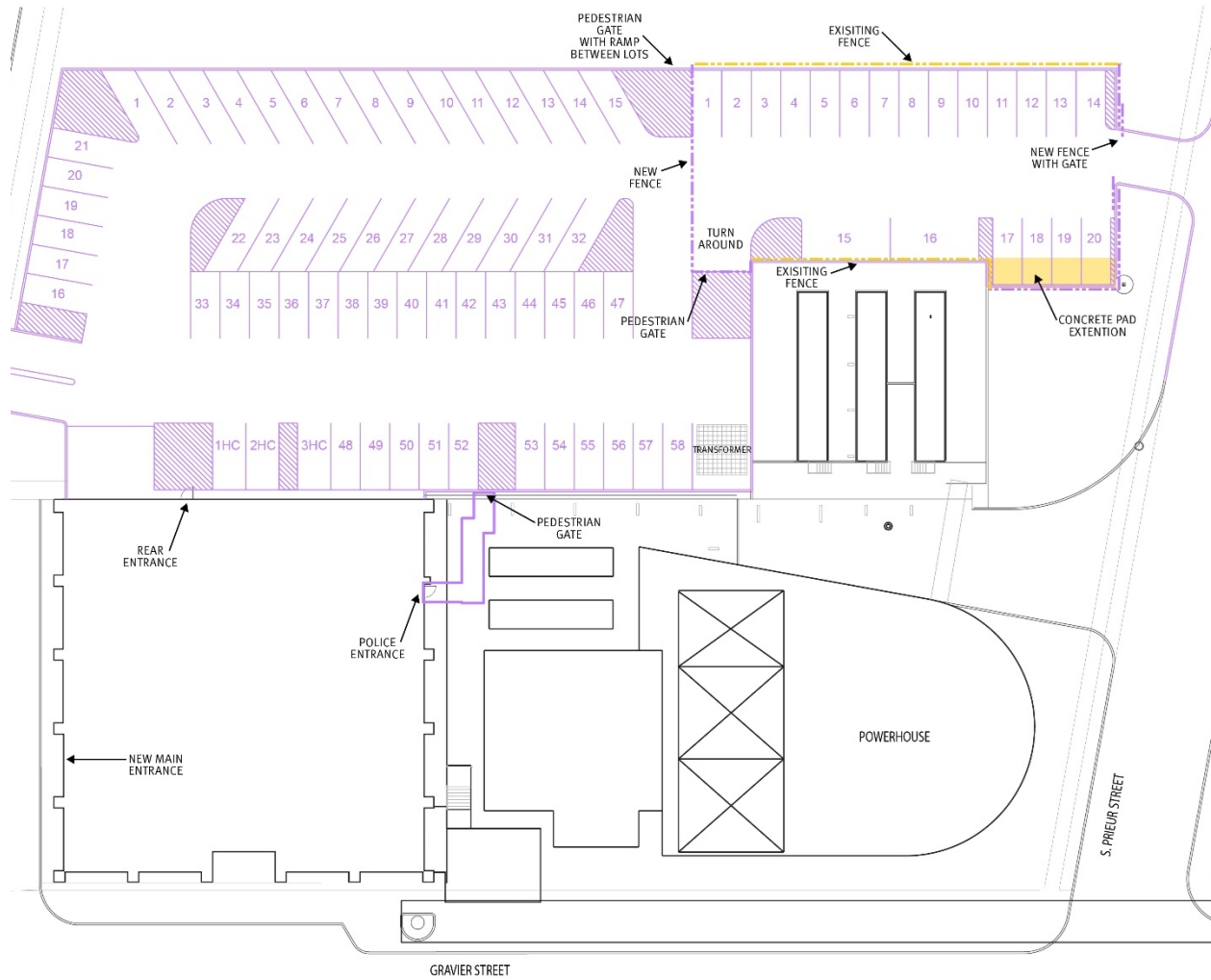
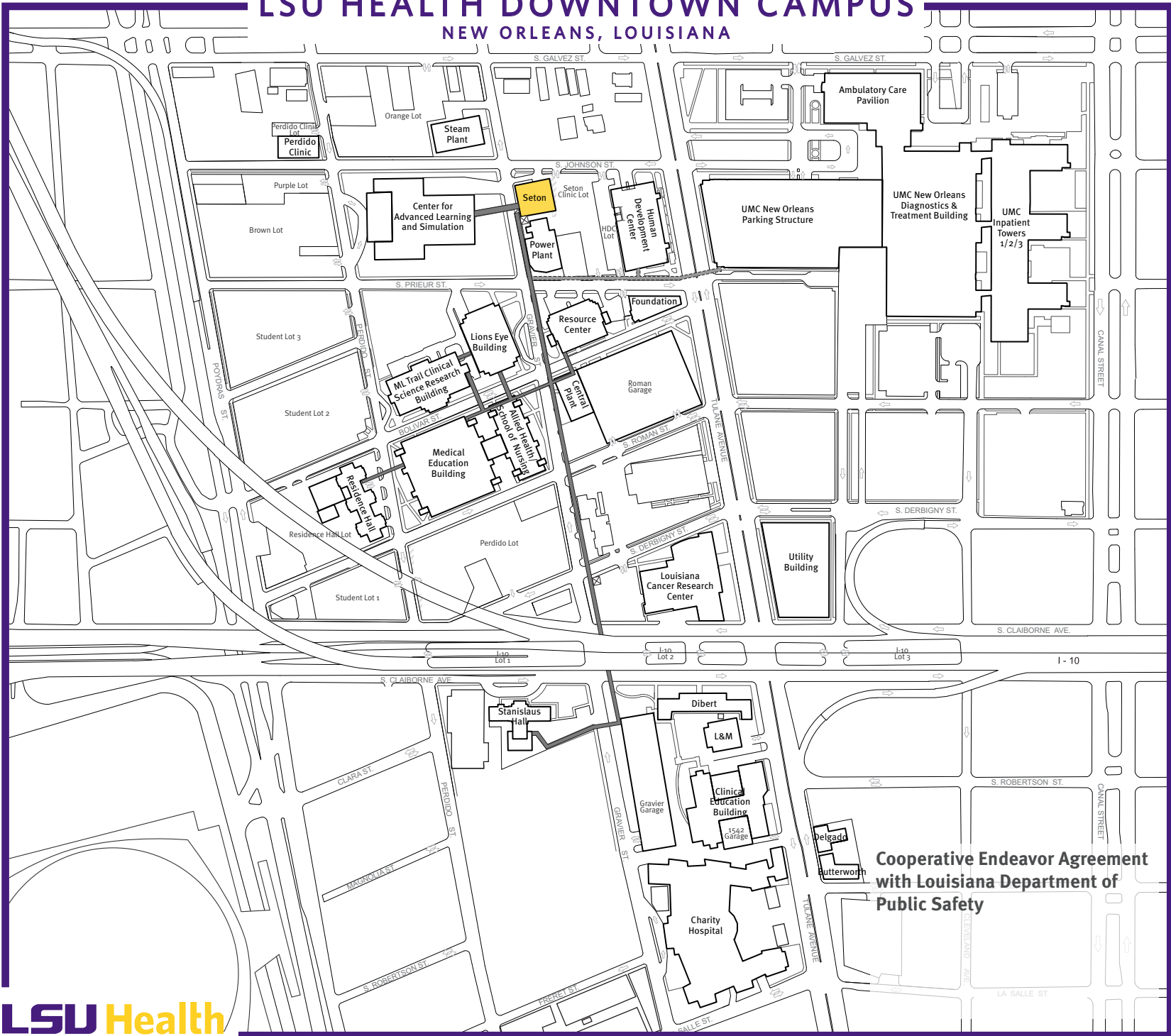


Exhibit D: Layout of 20 Fenced Parking Spaces

# LSU HEALTH DOWNTOWN CAMPUS NEW ORLEANS, LOUISIANA



**Cooperative Endeavor Agreement  
with Louisiana Department of  
Public Safety**

## EXHIBIT E

## SERVICES TO BE PROVIDED BY LSP TO OFFSET THE EXPENDITURES BY LSU, AS WELL AS THE ANNUAL VALUE OF RENT FOR THE SPACE

| <b>Service</b>  |   | <b>Estimated Yearly Value</b> |
|---|---|-------------------------------|
| 1. Provide physical security by providing patrols on the LSUHSC Downtown Campus |   | \$70,000                      |
| 2. Provide physical security of the Seton Building                              |   | \$120,000                     |
| 3. Provide emergency response and security expertise through:                   |   |                               |
| a.  | Participation in LSUHSC emergency response exercises and drills (e.g., active shooter, bomb threat, external chemical spill).   | \$10,000                      |
| b.  | Providing the LSUHSC Emergency Operations Center with technical support in the event of an emergency.                           | \$10,000                      |
| c.  | Performing periodic reviews of LSUHSC's Emergency Response Plan and provide recommendations for improvements.                   | \$10,000                      |
| d.  | Assessment of LSUHSC, New Orleans, Downtown and Dental campuses and make recommendations for improvements to physical security. | \$10,000                      |
| <b>Total</b>  |   | <b>\$230,000</b>              |



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

April 17, 2018

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

Dear Dr. Alexander,

In accordance with the rules established by Article VII, Section 9.A.3 (i) and (v), I am submitting the attached proposed lease for Board approval.

The LSU Health Sciences Center – New Orleans (LSU Health New Orleans) desires to enter into a Cooperative Endeavor Agreement with the Department of Public Safety Office of State Police to (LSP) to provide 3,888 square feet of office space and twenty (20) parking spaces to the State Police at the Seton Building, located on the LSU Health New Orleans campus, 2025 Gravier Street, New Orleans. Prior to occupation by the State Police, LSU Health New Orleans will complete a build-out of the offices and fencing and re-striping of the parking area. In exchange for the above, the LSP will provide security patrols of the LSU Health New Orleans Downtown Campus and emergency response and security expertise. The total estimated cost to LSU Health New Orleans of the project is \$350,000. The estimated value of the services to be provided by the LSP is \$230,000 annually.

LSU Health New Orleans is respectfully requesting approval of this lease. I certify to the best of my knowledge that I have provided all necessary documentation and am seeking your review and favorable consideration. Thank you for your assistance.

Respectfully yours,

A handwritten signature in cursive script that reads "L. Hollier, M.D.".

Larry Hollier, MD  
Chancellor



**Request from the LSU Health Sciences Center - New Orleans to Enter Into an Agreement with the Board of Supervisors of the University of Louisiana System for the Lease of Office Space in the University Medical Office Building at the LSU Health Sciences Center – New Orleans**

**To: Members of the Board of Supervisors**

**Date: May 4, 2018**

Pursuant to the following clause within Article VII, Section 9.3, Lease of Immovable Property, of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter": (i) the lease is potentially for a term of more than 5 years.

**1. Summary of Matter**

The LSU Health Sciences Center – New Orleans (LSU HEALTH NEW ORLEANS) proposes to enter into a Lease Agreement with the Board of Supervisors of the University of Louisiana System to provide 3,437 square feet of office space for the University of Louisiana – Monroe (ULM) School of Pharmacy at the University Medical Office Building (UMOB), formerly the Seton Building. The initial term is for five (5) years, renewable annually for a total term of ten (10) years.

Prior to occupation by ULM, LSU HEALTH NEW ORLEANS will complete a build-out of the leased space. The total estimated cost to LSU HEALTH NEW ORLEANS of the project is \$281,875.00.

**2. Review of Business Plan**

ULM shall pay rent to Board for the lease of the Leased Premises at a rate of \$17.50 per square foot annually for a total of \$60,147.50 per year during the initial term. In addition, for the first 24 months of the lease, ULM shall pay an additional amount as construction reimbursement rental in the amount of approximately 11,744.79 per month for improvements performed by LSU. After the conclusion of the first five (5) years Initial Term, rent shall be adjusted annually based on the Consumer Price Index.

**3. Fiscal Impact**

Construction and Maintenance funding will be from the LSU Self-Generated funds budgeted for maintenance and repairs of facilities.

**4. Description of Competitive Process**

LSU HEALTH NEW ORLEANS will publicly bid the construction project. No competitive process is required to enter into an Inter-Agency Cooperative Endeavor Agreement.

**5. Review of Legal Documents**

State/Sponsor document

## 6. Parties of Interest

All parties relevant to the approval of this agreement do not have any related interest in the agreement nor will they receive financial gain from this approval.

## 7. Related Transactions

Not applicable

## 8. Conflicts of interests

None.

## Attachments

- Lease Agreement between the Board of Supervisors of Louisiana State University and the Board of Supervisors of the University of Louisiana System
- Construction to be Completed on Building (Exhibit "D")
- Campus map with property location identified
- Letter from Chancellor Larry Hollier, MD

## RECOMMENDATION

**"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, LSU System, to approve the Lease Agreement with the Board of Supervisors of the University of Louisiana System to provide 3,437 square feet of office space for the University of Louisiana – Monroe (ULM) School of Pharmacy at the University Medical Office Building (UMOB). The cost of renovations and maintenance are to be funded by LSU HEALTH NEW ORLEANS and to be compensated by the Board of Supervisors of the University of Louisiana System.

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

**LEASE AGREEMENT  
BETWEEN THE BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERISTY  
AND  
THE BOARD OF SUPERVISORS OF THE UNIVERSITY OF LOUISIANA SYSTEM**

**THIS LEASE AGREEMENT FOR UNIVERSITY MEDICAL OFFICE BUILDING (STATE ID# 09928)** (herein “Agreement”) is entered into effective as of the \_\_\_ day of \_\_\_\_\_, 2018 (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 (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

**BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (ULS)**, A Louisiana \_\_\_\_\_, herein represented by Dr. Jim Henderson, System President and CEO is duly authorized by \_\_\_\_\_, 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 1201 North Third Street, Suite 7-300, Baton Rouge, LA 70802, (both Board and ULS referred to herein as the “Party” or, collectively, the “Parties”) herein appearing for the benefit of the University of Louisiana-Monroe, School of Pharmacy (herein “ULMSOP”);

and provides as follows:

**WITNESSETH**

**WHEREAS**, ULMSOP is a public constitutional corporation organized and existing under the Constitution of the State of Louisiana of 1974 (“Louisiana Constitution”), whose mission is to provide educational opportunities to students and to advance knowledge within the State of Louisiana;

**WHEREAS**, Louisiana Revised Statutes 17:3361 (A) (4), et seq., expressly authorizes Board to lease property to a public body such as ULS on behalf of ULMSOP; and La RS17:3353 allows the Board to cooperate with public agencies;

**WHEREAS**, ULMSOP provides educational services to students in Louisiana;



**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 are reflected on Exhibit "C" (herein "University Medical Office Building");

**WHEREAS**, ULMSOP desires to use certain areas located on Floor 2 of the University Medical Office Building described herein as its School of Pharmacy location in New Orleans and to provide educational and administrative support services to its students therein;

**WHEREAS**, ULMSOP desires that Board construct improvements in the University Medical Office Building, all at Board's expense and in accordance with design standards established by the Board and ULS/ULMSOP, and Board

**WHEREAS**, the cost of the improvements to be constructed by Board pursuant to the terms of this Agreement will be paid for by ULS/ULMSOP in accordance with the terms of this Agreement;

**WHEREAS**, LSUHSC-NO and ULMSOP 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

**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 ULS of its School of Pharmacy location and to provide educational and administrative services to its students.

**"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.

**"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.

**“Effective Date”** means the \_\_\_ day of \_\_\_\_\_, 2018.

**“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 ULMSOP.

**“Improvements”** means any construction and renovations, other than ULMSOP Maintenance constructed by ULMSOP 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 Floor 2 that are reflected as shaded and cross-hatched on Exhibit "D" attached hereto in globo and marked "Lease Area," containing approximately THREE THOUSAND, FOUR HUNDRED THIRTY-SEVEN (3,437) square feet and that are leased by Board to ULMSOP pursuant to this Agreement.

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

**“LSU Representative”** means the Associate Vice President, Facilities and Property Oversight for the Board or his/her designees.

**“ULS”** means University of Louisiana System.

**“ULMSOP”** means University of Louisiana – Monroe School of Pharmacy.

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

**“ULMSOP Maintenance”** means the performance of any maintenance, repair or cosmetic changes made by ULMSOP at ULMSOP's sole expense for which: (1) neither LSU nor industry standards would require ULMSOP 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.

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

“**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 ULMSOP to LSUHSC-NO for the lease of the Leased Premises as set forth in Section 2.2 of this

“**State**” means the State of Louisiana.

“**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."

## 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 ULMSOP for the Term, and hereby grants to ULMSOP such rights of use and access as are necessary for ULMSOP to perform the Work and conduct Permitted Use in the Leased Premises. The parties agree that the Leased Premises are leased to ULMSOP unfurnished.

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

A. Seventeen and 50/100 dollars (\$17.50) per square foot annually for the space in the Leased Premises , totaling three thousand four hundred thirty seven (3,437) square feet for a total of Sixty Thousand One Hundred Forty Seven and 50/00 Dollars (\$60,147.50) per year as Primary Rent. In addition, for the first 24 months of the Lease, ULS/ULMSOP shall pay an additional amount as construction reimbursement rental in the amount of \$11,744.79 per month for improvements performed by LSU in accordance with this Agreement.

A. Rent shall be due and payable in advance in equal monthly installments of \$16,757.08 each for the first twenty-four (24) months of the Agreement and in the amount of \$5,012.29 thereafter, on the first day of every month to LSUHSC-NO, and delivered to the following location: Associate Vice Chancellor of Finance, LSU Health Sciences Center, 433 Bolivar Street, Suite 811, New Orleans, LA 70112.

B. After the conclusion of the first Five (5) years of the Initial Term,, Rent shall be increased annually, effective as of the first day of each Initial Term lease year, during the remainder of the Initial Term, as well as effective as of the first day of each Renewal 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.

C. In addition to the payment of Rent as described in A above, ULS/ULMSOP 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 ULMSOP and agreed to by Board. An invoice for the Additional Rent shall be sent by Board to ULMSOP and shall be due and payable within sixty (60) days of receipt thereof by ULMSOP.

D. In the event that this lease be terminated for any reason prior to the end of the Initial Term, ULS and ULMSOP shall be obligated to pay the full amount due for the unpaid rent under Section 2.2 for the remainder of the Initial Term.

**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 ULMSOP 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 ULMSOP 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, ULMSOP 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 ULMSOP, and agreed to by Board. An invoice for the Additional Rent shall be sent by Board to ULMSOP and shall be due and payable within sixty (60) days of receipt thereof by ULMSOP.

**Section 2.5** Common Areas. ULMSOP 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, ULMSOP will not impede the use of the Common Areas by other tenants, or by Board or LSUHSC-NO, and ULMSOP will use its best efforts to prevent its employees, students 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 ULMSOP 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 ULMSOP's access to the University Medical Office Building, access to parking, and ingress and egress to the Leased Premises or materially increase ULMSOP's costs of operating in the Leased Premises. Board will have no liability to ULMSOP by reason of any closure, increase, reduction, reconfiguring, or other change in the Common Areas that is performed in conformance with this Section.

### **ARTICLE III. AGREEMENT TO CONSTRUCT IMPROVEMENTS**

**Section 3.1** Improvements. Board will construct the Improvements in accordance with the Plans and Specifications agreed upon by the Parties. 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 ULMSOP to Board as Rent and as described in Section 2.2 above. The amount estimated for cost and expense may be increased with the written consent of ULMSOP and the LSU Representative, provided, however, that any such increase shall increase the total amount of Rent set forth in Section 2.2(A) hereof.

### **ARTICLE IV. USE OF LEASED PREMISES**

**Section 4.1** Permitted Use. Except with the prior, written consent of the LSU Representative, ULMSOP shall use the Leased Premises as its primary location in New Orleans, and to provide educational services to its students.

**Section 4.2** Prohibited Uses. ULMSOP shall not use the Leased Premises for the sale, distribution, storage, transportation or handling of petroleum or other similar synthetic products. ULMSOP 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 taking possession of the Leased Premises, ULMSOP 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. ULMSOP 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, overflow, or other release.

**Section 4.5** Environmental. Except in conformity with applicable environmental laws and regulations, ULMSOP 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 (collectively the "Property") by ULMSOP, or by ULMSOP'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. ULMSOP shall dispose and remove of all Hazardous Substances and waste at its own expense, provided however, Board shall have the right to require that ULMSOP engage, at ULMSOP'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. 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 ULMSOP or its agents, employees, representatives, contractors, customers, patients, permittees or invitees, ULMSOP 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 ULMSOP 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 ULMSOP 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, ULMSOP 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. ULMSOP 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, ULMSOP 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 ULMSOP's occupancy.

**ARTICLE V.  
CONSTRUCTION**

**Section 5.1** Improvements. At its sole cost and expense, Board 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 ULS/ULMSOP Representative for his review. The ULS/ULMSOP Representative shall approve or disapprove such proposed final plans and specifications in writing within thirty (30) days of receipt thereof. After approval by the ULS/ULMSOP 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 and costs more than TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00), is subject to the prior review and approval of the ULS/ULMSOP Representative, which approval shall not be unreasonably withheld, delayed or conditioned. Board shall notify the ULS/ULMSOP Representative in writing of any such proposed changes in work or materials, and provide to the ULS/ULMSOP Representative copies of the proposed changes, and the ULS/ULMSOP Representative shall either approve or disapprove any such changes within seven (7) Business Days after receipt of such notice from Board. If the ULS/ULMSOP Representative fails to respond within such seven (7) day period, it shall be deemed that ULS/ULMSOP approves such changes. Notification to the ULS/ULMSOP Representative shall include copies of proposed change orders approved by the Contractor, the Architect, the and the LSUHSC-NO Construction Monitor, and shall further include sufficient information for the ULS/ULMSOP 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 ULS/ULMSOP Representative no later than the commencement of the Work represented by the change order, even if ULS/ULMSOP Representative approval is not required. Changes in work or materials relating to construction of the Improvements not required to be submitted to the ULS/ULMSOP Representative by this section shall be submitted in writing (unless written submission is waived by the ULS/ULMSOP Construction Monitor) to and received by the ULS/ULMSOP 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 Board. If the ULS/ULMSOP Construction Monitor fails to respond within such two (2) Business Day period, it shall be deemed that he approves such changes.

- i. Construction Contract. The Work shall be performed on behalf of Board pursuant to the terms of the Construction Contract and in accordance with state law.
- ii. ULMSOP 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.

B. Acceptance of Construction. ULS/ULMSOP 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. Board will not accept the Work without the written approval of the ULS/ULMSOP Representative.

C. On-Site Construction Inspector. ULS/ULMSOP can, in its discretion and at its own expense, hire an on-site construction inspector or clerk of the works for full time supervision of the Work.

**Section 5.2** Signage. Before erecting or placing any sign upon the Leased Premises or the Improvements, ULS/ULMSOP shall submit the design specifications of such sign to the LSU Representative for approval. ULS/ULMSOP 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** ULS/ULMSOP's Insurance During the Term. Throughout the Term of this Agreement, ULS/ULMSOP shall at all times maintain or cause to be maintained, with respect to the Leased Premises and the Improvements, insurance as provided by the Louisiana State Office of Risk Management.

## ARTICLE VII. OPERATION, MAINTENANCE, REPAIRS, SECURITY AND OTHER SERVICES

**Section 7.1** Permitted Use. ULMSOP shall procure and maintain all licenses, permits and accreditation, if any, required for ULMSOP's use of the Leased Premises and the ULMSOP 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 ULMSOP and as to ULMSOP 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, ULMSOP may perform ULMSOP Maintenance, which ULMSOP 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 ULMSOP. If ULMSOP desires to install or use any equipment, trade fixtures, or fixtures using unusual amounts of electricity in the Leased Premises, then ULMSOP shall obtain the LSU Representative's approval



of such item or items, and Board, at its option, may require that ULMSOP pay a charge for said increased electricity usage equal to the estimated increases in the amount charged to the Board as a result of ULMSOP's use of any of the aforementioned items. Any such charge for additional electricity shall be paid by ULMSOP 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, ULMSOP 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 ULMSOP.

### ARTICLE VIII.

#### DONATION OF IMPROVEMENTS AND TITLE TO IMPROVEMENTS

- A. Title to all improvements shall be in the name of the Board.

### ARTICLE IX.

#### INDEMNIFICATION

**Section 9.1** Indemnification by ULMSOP. ULS/ULMSOP, 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 ULMSOP's agents, contractors, employees, invitees and licensees, or 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 ULMSOP's occupancy or use of the Leased Premises, or the University Medical Office Building, or to ULMSOP'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 ULMSOP, and ULMSOP 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, 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 ULMSOP harmless against any loss for damages or injuries that may be suffered by ULMSOP 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 ULMSOP, 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 ULMSOP 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 ULMSOP, and to

reimburse ULMSOP 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), up to a total of Ten (10) years, 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 ULMSOP 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: 225-578-5524

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  
Facsimile: 504-568-5577

Such notices when given by Board shall be addressed to ULS and ULMSOP as follows:

ULMSOP:

ULS:

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. ULS OR ULMSOP DEFAULT

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

A. Failure to Timely Commence or Complete. Failure of ULMSOP 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 ULMSOP 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 ULMSOP 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 ULMSOP, 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 ULMSOP or any substantial part of the properties of ULMSOP or ordering the winding up or liquidation of the affairs of ULMSOP, 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 ULMSOP of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or the consent or acquiescence by ULMSOP 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 ULMSOP or any substantial part of the properties of the ULMSOP; or

**Section 12.2** Failure by ULMSOP to Take Remedial Action. Whenever any event of default referred to in this section shall have occurred and be continuing and ULMSOP 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, ULMSOP expressly waives any notice to vacate. Furthermore, at Board's sole option and direction, in the event of the termination of this Agreement, ULMSOP shall transfer any Improvements constructed pursuant to the Agreement, its rights and obligations under this Agreement and any funds ULMSOP 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. ULMSOP 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, ULMSOP 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 ULMSOP 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 ULMSOP 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 East Baton Rouge Parish, Louisiana.

**Section 14.4** Non-waiver. No waiver by Board or ULMSOP 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 ULMSOP 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 ULMSOP 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, ULMSOP 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 ULMSOP'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 ULMSOP's interest in this Agreement or the Leased Premises without the prior written consent of the LSU Representative shall be null and void. ULMSOP 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. ULMSOP may sublease a portion of the Leased Premises to another non-profit entity, that does not compete with Board or its institutions, with the prior, written consent of the LSU Representative.

**Section 14.10 Books, Records and Audit.** The books, accounts and records of ULMSOP 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 ULMSOP. 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 ULMSOP 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 ULMSOP'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 ULMSOP.

**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.** ULMSOP agrees not to record this Agreement. At the ULMSOP'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 ULMSOP.

**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 ULMSOP's purpose shall be undertaken, in the ULMSOP'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, ULMSOP 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 ULMSOP 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:**

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

\_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_



*[Acknowledgment for University Medical Office Building Lease]*

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:**

\_\_\_\_\_ By: \_\_\_\_\_  
F. King Alexander, President  
Louisiana State University

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
Notary Public

La. Bar/Notary ID No. \_\_\_\_\_

*[Acknowledgment for University Medical Office Building Lease]*

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, 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 ULMSOP 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:**

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Jim Henderson, President & CEO  
University of Louisiana System

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

PRINT NAME: \_\_\_\_\_  
Notary Public

La. Bar/Notary ID No. \_\_\_\_\_

**INDEX OF LEASE EXHIBITS**

- EXHIBIT A**            **Resolution of Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (A)**
- EXHIBIT B**            **Resolution of Board of Supervisors for the University of Louisiana System (B)**
- EXHIBIT C**            **Site Plan of Seton Professional Building (C)**
- EXHIBIT D**            **Lease Area floor 2 (D in globo)**

**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**

DRAFT

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

**RESOLUTION OF BOARD OF SUPERVISORS FOR THE UNIVERSITY OF  
LOUISIANA SYSTEM**

DRAFT

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

**PLAT SHOWING UNIVERSITY MEDICAL OFFICE BUILDING**

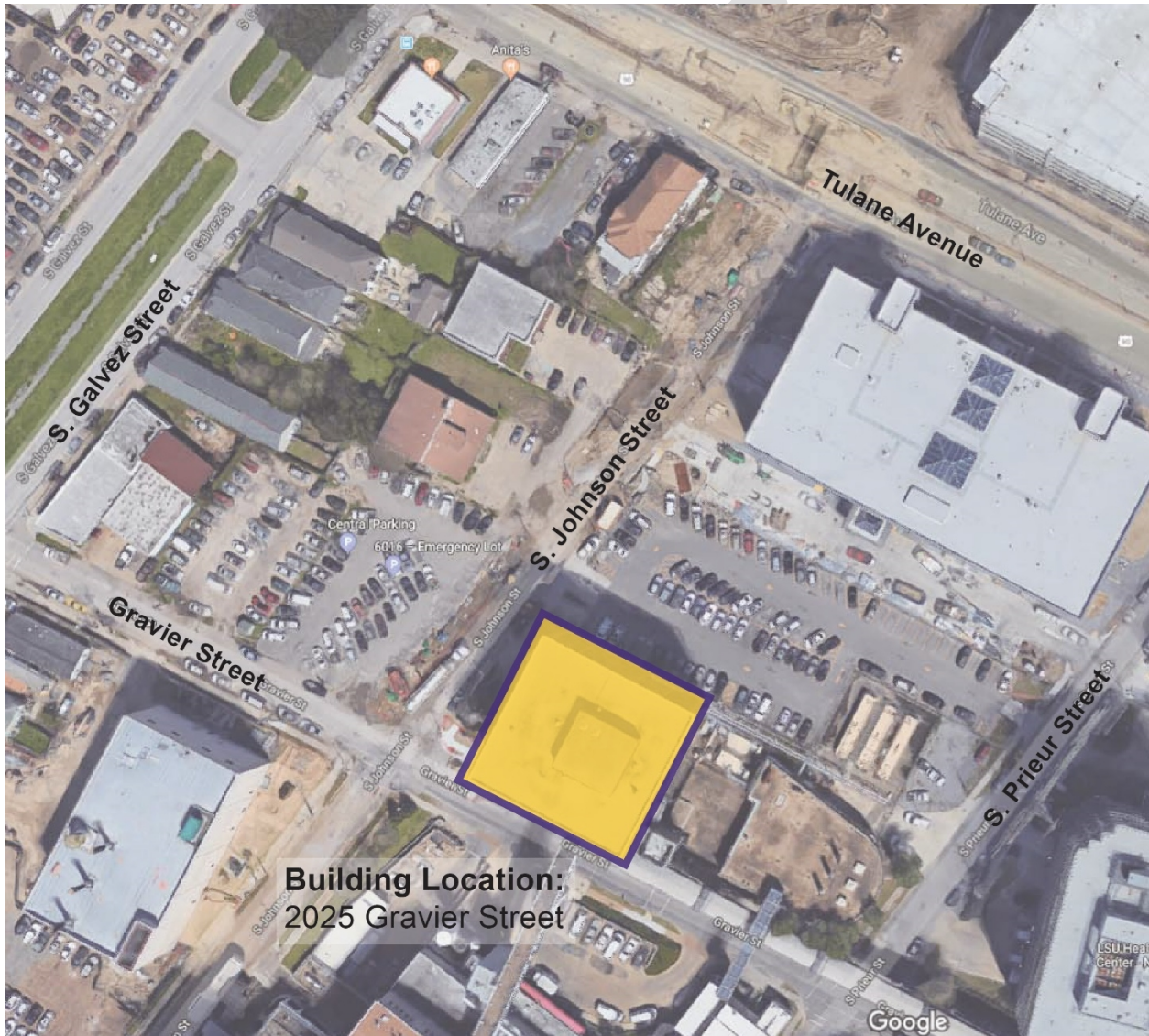


Exhibit C: Seton Building Location, 2025 Gravier Street.

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

**LEASED PREMISES**



Exhibit D: Interior Office Renovation Layout.

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

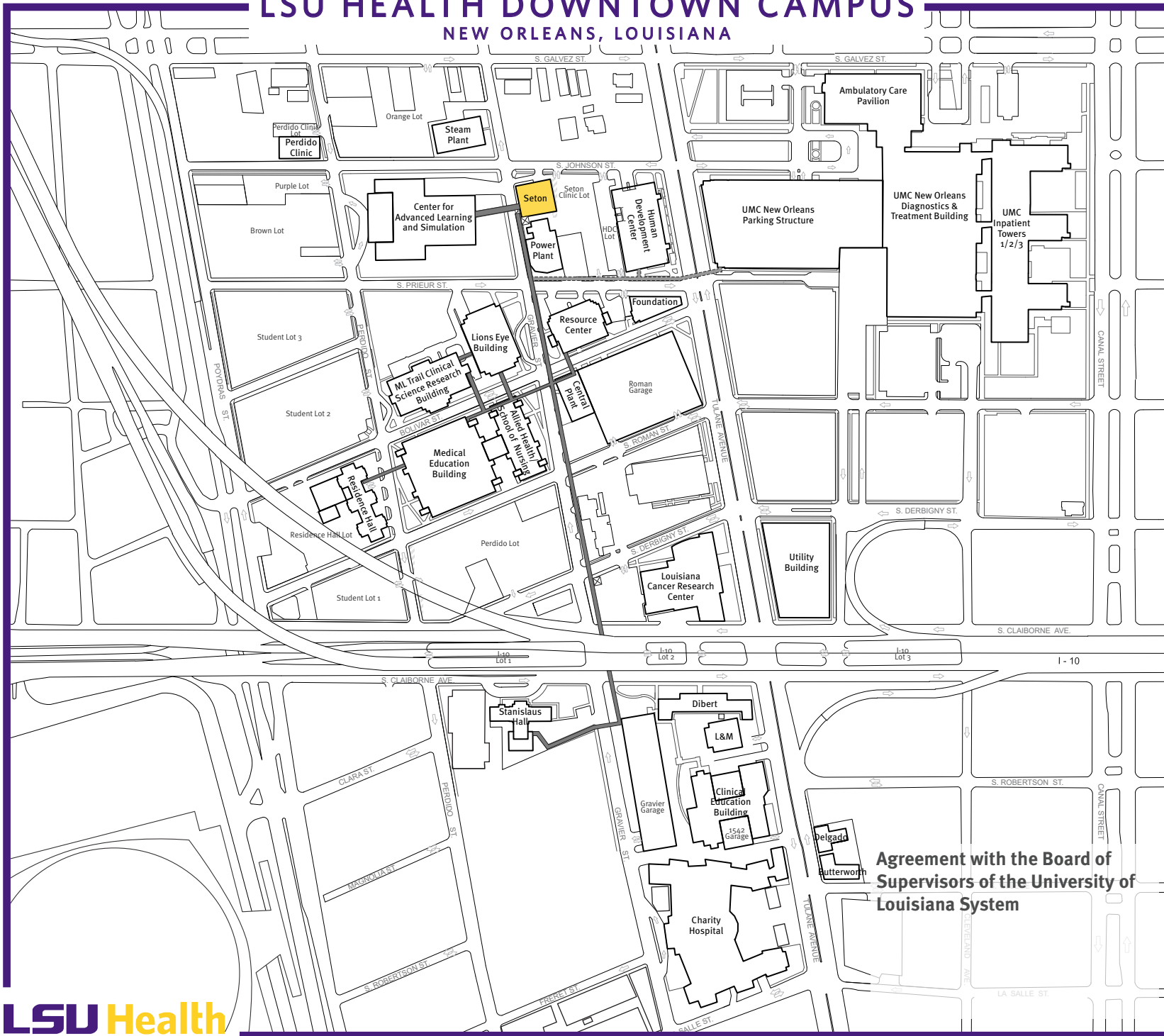
**LEASED PREMISES**



Exhibit D: Interior Office Renovation Layout.



# LSU HEALTH DOWNTOWN CAMPUS NEW ORLEANS, LOUISIANA



**Agreement with the Board of Supervisors of the University of Louisiana System**



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

April 16, 2018

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

Dear Dr. Alexander,

Pursuant to the following clause within Article VII, Section 9.3(i), Lease of Immovable Property, of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter."

The LSU Health Sciences Center – New Orleans (LSU HEALTH NEW ORLEANS) proposes to enter into a Lease Agreement with the Board of Supervisors of the University of Louisiana System to provide 3,437 square feet of office space for the University of Louisiana – Monroe (ULM) School of Pharmacy at the University Medical Office Building (UMOB), formerly the Seton Building. The initial term is for five (5) years, renewable annually for a total term of ten (10) years.

Prior to occupation by ULM, LSU HEALTH NEW ORLEANS will complete a build-out of the leased space. The total estimated cost to LSU HEALTH NEW ORLEANS of the project is \$281,875.00. ULM shall pay rent to Board for the lease of the Leased Premises at a rate of \$17.50 per square foot annually for a total of \$60,147.50 per year during the initial term. In addition, for the first 24 months of the lease, ULM shall pay an additional amount as construction reimbursement rental in the amount of approximately \$11,744.79 per month for improvements performed by LSU. After the conclusion of the first five (5) years Initial Term, rent shall be adjusted annually based on the Consumer Price Index.

The Health Sciences Center is respectfully requesting approval of this lease. I certify to the best of my knowledge that I have provided all necessary documentation and am seeking your review and favorable consideration. Thank you for your assistance.

Respectfully yours,

A handwritten signature in cursive script that reads "L. Hollier, M.D."

Larry Hollier, MD  
 Chancellor

**To: Members of the Board of Supervisors**

**Date: May 4, 2018**

This is a significant board matter pursuant to the Board’s Bylaws, Art. VII, Sec. 9:

A.3 The lease of any immovable property

**1. Summary of Matter**

The LSU Health Sciences Center – New Orleans (LSU HEALTH NEW ORLEANS) proposes to enter into an Intent to Lease Agreement with the LSU Health Foundation, New Orleans (Foundation) for the Dibert, Butterworth, Hutchinson and L&M buildings and land. The purpose of the Intent to Lease Agreement is to provide an outline of the process and guidelines that the Foundation intends to observe in connection with the selection of vendors and the negotiation of proposed agreements with one of more lessee(s) for the redevelopment of several unused buildings in the New Orleans Medical District area and returning these buildings to commerce as mixed used properties for LSU HEALTH NEW ORLEANS students, residents, faculty, staff, visitors and the general public consistent with and in support of LSU HEALTH NEW ORLEANS’ missions and functions.

**2. Review of Business Plan**

Not applicable until such a time as Foundation proposes a project presented by a vendor.

**3. Fiscal Impact**

Not applicable

**4. Description of Competitive Process**

Not applicable

**5. Review of Legal Documents**

State/Sponsor document

**6. Parties of Interest**

All parties relevant to the approval of this agreement do not have any related interest in the agreement nor will they receive financial gain from this approval.

**7. Related Transactions**

Not applicable

## 8. Conflicts of interests

None.

### Attachments

- Intent to Lease Agreement
- Property descriptions (Exhibit “A”)
- Campus map with property location
- Letter from Chancellor Larry Hollier, MD

### 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, in his capacity as President of LSU, to approve the Intent to Lease Agreement with the LSU Health Foundation, New Orleans (Foundation) for the Dibert, Butterworth, Hutchinson and L&M buildings and land.

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

**INTENT TO LEASE AGREEMENT FOR THE LSU HEALTH SCIENCES  
CENTER – NEW ORLEANS, DIBERT, BUTTERWORTH, HUTCHINSON AND  
L&M BUILDINGS**

**Between**

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

**and**

**LSU HEALTH FOUNDATION, NEW ORLEANS**

**THIS INTENT TO LEASE AGREEMENT FOR THE LSU HEALTH SCIENCES  
CENTER-NEW ORLEANS, DIBERT, BUTTERWORTH, HUTCHINSON AND L&M  
BUILDINGS AND LAND** (herein "Agreement") is entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2018 (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 Daniel T. Layzell, Vice President for Finance and Administration and Chief Financial Officer of Louisiana State University, duly authorized and empowered by said Board of Supervisors (hereinafter referred to as the "LSU Board"),

and

**LSU HEALTH FOUNDATION, NEW ORLEANS**, a private nonprofit Louisiana corporation having a principal place of business located at 2000 Tulane Avenue, New Orleans, Louisiana, 70112, and represented by Matt Altier, its duly authorized and empowered President and Chief Executive Officer (hereinafter referred to as "Foundation"), provides as follows:

**WHEREAS**, the LSU Board is a public constitutional corporation organized and existing under the laws of the State of Louisiana, and Louisiana State University Health Sciences Center at New Orleans (the "University") is an institution under the LSU Board's supervision and management pursuant to La. R.S. 17:3215;

**WHEREAS**, the Foundation is a private, non-profit corporation organized and existing under the Louisiana Non-Profit Corporation law (La. R.S. 12:201, et seq.) whose purpose includes the support of and benefit for the educational, scientific, research and public service missions of the University;

**WHEREAS**, pursuant to La. R.S. 17:3361, et seq., the LSU Board is authorized to lease to the Foundation any portion of the campus of the University;

**WHEREAS**, the LSU Board and the Foundation seek to further the mission and functions of the LSU Board through the redevelopment of several unused buildings in the New Orleans Medical District

area and returning these buildings to commerce as either residential or mixed used properties for University's students, residents, faculty, staff, visitors and the general public and for such other uses as are consistent therewith; and

**WHEREAS**, the LSU Board and the Foundation have agreed to enter into this Intent to Lease to outline the proposed relationship of the parties and the project.

**NOW THEREFORE**, the parties agree as follows:

**1. Purpose**

The purpose of this Intent to Lease Agreement is to provide an outline of the process and guidelines that the Foundation intends to observe in connection with the selection of vendors and the negotiation of proposed agreements with one or more sublessee(s) for the redevelopment of several unused buildings in the New Orleans Medical District area and returning these buildings to commerce mixed used properties generally supporting the University's students, residents, faculty, staff, visitors and the general public and for such other uses as are consistent therewith to support University's mixed uses, related services and other missions and functions of the University (herein the "Project"). If an agreement is reached between the Foundation and a sublessee that is acceptable to LSU, LSU intends to lease to the Foundation the following described property; as such property is more fully described further defined in EXHIBIT "A" hereto:

- A. DIBERT BUILDING, bearing a municipal address of 340 South Claiborne Avenue, New Orleans, LA 70112;
- B. BUTTERWORTH BUILDING, bearing a municipal address of 1541 Tulane Avenue, New Orleans, LA 70112;
- C. HUTCHINSON BUILDING, bearing a municipal address of 1545 Tulane Avenue, New Orleans, LA 70112;
- D. L&M BUILDING, bearing a municipal address of 1620 Tulane Avenue, New Orleans, LA 70112;

Any such lease shall be for the construction and operation of the Project (as will be more specifically described in any resulting lease agreement) pursuant to the authority of La. R.S. 17:3361, *et seq.* or other applicable law.

**2. Process**

The Foundation will develop a process to manage the development of the Project. The development phase of the Project is expected to involve the following:

- A. Through a competitive process, and with the consent of University, the Foundation will seek proposals for one or more sublessees with significant experience in projects similar to the Project. The Foundation will engage in an appropriate competitive process to evaluate potential sublessees.

B. Based on the above outlined process, the Foundation, with the University's approval, will select one or more sublessees possessing significant experience in projects similar to the Project, with which Foundation will negotiate one or more proposed agreements and/or subleases between the Foundation and the sublessee(s).

C. Following approval by the Foundation, the proposed Lease Agreement between the Foundation and the LSU Board 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.

D. The Lease Agreement to the Foundation shall thereafter govern the relationship between the LSU Board and the Foundation with regard to development pursuant to any Sublease(s)

### **3. LSU Approvals**

Any proposed Lease Agreement relating to the Project and the proposed Sublease(s) shall be subject to final review and approval by the LSU Board and any other agencies required by law; provided, however, that in accordance with applicable LSU Board policies and procedures, the President of LSU or his designee may grant the Foundation and/or any potential sublessee(s) limited and temporary rights of access to the leased area for purposes of performing site assessments and similar activities such as environmental surveys, topographical surveys, utility surveys and soil borings.

Although the parties to any Sublease(s) resulting from this process will be the Foundation and the sublessee(s), no such agreement will be executed by either party until approved by the LSU Board and will not become effective until approved by any other agencies required by law.

### **4. Financial Responsibility and Support of University**

It is intended that all expenses authorized and incurred by the Foundation in connection with the Project shall be the responsibility of the Foundation.

It is further intended that all financial risk and responsibility for the Project shall be borne by the Foundation and the sublessee(s), 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 or any sublessee.

The lease of the Leased Premises to the Foundation will provide a source of rental and other revenue for the University. Any such lease to the Foundation will include an agreement by the Foundation and any sublessees to support the educational, scientific, research and public service functions of University.

### **5. Foundation Records**

The Foundation shall be solely responsible for maintaining custody and control of records related to the competitive processes and any responses thereto, for selecting the sublessee(s).

**6. Non-Binding Agreement**

This Intent to Lease Agreement does not constitute a binding agreement, is not a lease of land or building space to the Foundation and does not obligate the LSU Board to enter into any lease agreement with the Foundation. The parties hereto will not be bound in any respect unless and until a Lease Agreement and any other agreements contemplated hereby are approved by the LSU Board and signed by all of the parties hereto.

**7. Expiration**

The provisions of this Intent to Lease Agreement shall expire and be of no further force and effect at **5:00 p.m. (Baton Rouge time) on March 1, 2020**, unless such date is extended by the mutual written agreement of the parties hereto.

*(Signatures on Following Page)*



*Signature Page for the Intent to Lease Agreement for the LSU Health Sciences Center – New Orleans, Dibert, Butterworth, Hutchinson, and L&M Buildings and Land between Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and LSU Health Foundation, New Orleans*

**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: \_\_\_\_\_  
Daniel T. Layzell,  
Vice President for Finance and Administration,  
Chief Financial Officer of LSU

Date: \_\_\_\_\_

**LSU HEALTH FOUNDATION, NEW ORLEANS**

By: \_\_\_\_\_  
Matt Altier, President, Chief Executive Officer

Date: \_\_\_\_\_

DRAFT

**EXHIBIT "A"**

**TO INTENT TO LEASE AGREEMENT FOR THE LSU HEALTH SCIENCES  
CENTER – NEW ORLEANS OB-GYN BUILDING AND LAND  
(STATE ID #00524, #00532, #00530 AND #00525, RESPECTIVELY)**

**PLAT SHOWING DIBERT, BUTTTERWORTH, HUTINSON AND L&M BUILDINGS**

**PROPERTY DESCRIPTIONS**

**BUTTERWORTH/HUTCHISON PARCEL AND TRACTS "A," "B," AND "C"**

Described in metes and bounds

April 6, 2017

**TRACT A**

Tract A is a parcel of land 20,652 SF in size located at the southeastern corner of South Claiborne Avenue and Tulane Avenue, New Orleans, Louisiana. The parcel has a vacant four-story brick building called Dibert Memorial Building. Using the survey produced by CSRS for LSUHSC in August of 2013, the metes and bounds are as follows:

*On the southeast corner of the intersection of South Claiborne Avenue and Tulane Avenue at a point of beginning set "X" in the brick sidewalk proceeding S62d59'49"E for 70.79 feet along right of way; then S37d10'27"W for 302.63'; then N52d49'33"W 69.68'; then N 37d10'27"E for 290.13' along the right of way to the point of beginning.*

**TRACT B**

Tract B is a parcel of land 27,666 SF in size located adjacent to tract A and facing Tulane Avenue, New Orleans, Louisiana. The parcel has a small parking lot with 20 spaces and a vacant six-story limestone building called Lepeyre Miltenberger Building. Using the survey produced by CSRS for LSUHSC in August of 2013, the metes and bounds are as follows:

*Beginning at the set "X" in the brick sidewalk on the southeast corner of the intersection of South Claiborne Avenue and Tulane Avenue proceed S62d59'49"E for 70.79 feet along right of way to a point of beginning, proceeding S62d59'49"E for 120.02' along the right of way; then S27d00'11"W for 200.48'; then N62d59'33"W for 156'; then N37d10'27" for 203.28' to the point of beginning.*

**TRACT C**

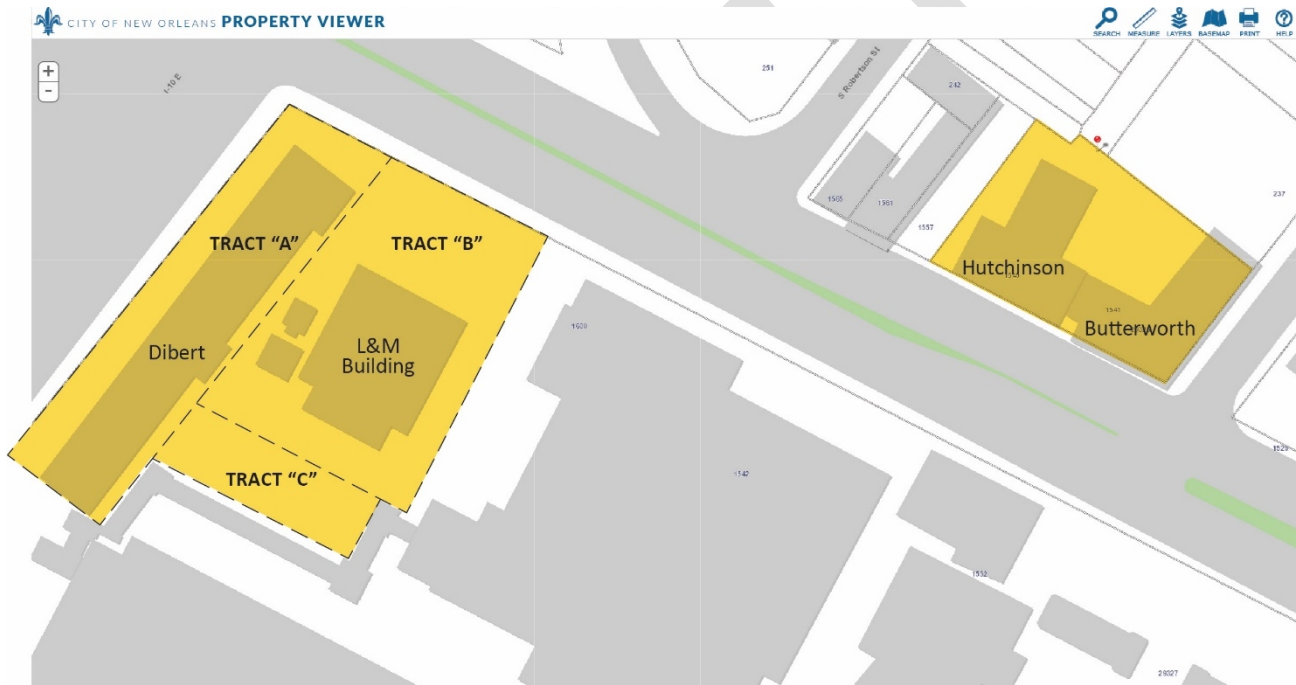
Tract C is a parcel of land 6,058 SF in size located adjacent to tract A and tract B and interior to the block. The parcel is an open grassy area. Using the survey produced by CSRS for LSUHSC in August of 2013, the metes and bounds are as follows:

*Beginning at the set "X" in the brick sidewalk on the southeast corner of the intersection of South Claiborne Avenue and Tulane Avenue proceed S62d59'49"E for 70.79 feet along right of way; then S37d10'27"W for 203.28' to a point of beginning. Proceed S62d59'30"E for 136.74'; then S27d00'11"W for 43.26'; then N62d59'30"W for 144.18'; then N37d10'27" for 43.87' to the point of beginning.*

**BUTTERWORTH AND HUTCHISON**

The Butterworth and Hutchison Buildings are located on a single parcel of 4 lots in the New Orleans assessment district 5. The total land area is 18,402 SF. Using the property description on the New Orleans Tax Assessor's Office website, the metes and bounds are as follows:

*On the northwest corner of Tulane Avenue and South Villere Street, the point of beginning is set at the intersection of the right of ways then proceeding N26d22'21"W for 172'; then N53d53'03"W for 116'; then S35d35'55" for 27'; then N53d53'03" for 9'; then S37d36'10" for 142'; then S52d39'21" for 92' to the point of beginning.*



Parcel location for the Butterworth and Hutchison Buildings as depicted on the City of New Orleans Property Viewer website. The Lepeyre Miltenberger and Dibert Buildings and Tract "C" are shown for reference only.

**EXHIBIT "A"**

**TO INTENT TO LEASE AGREEMENT FOR THE LSU HEALTH SCIENCES  
CENTER – NEW ORLEANS OB-GYN BUILDING AND LAND  
(STATE ID #00524, #00532, #00530 AND #00525, RESPECTIVELY)**

**PLAT SHOWING DIBERT, BUTTTERWORTH, HUTINSON AND L&M BUILDINGS**

**PROPERTY DESCRIPTIONS****BUTTERWORTH/HUTCHISON PARCEL AND TRACTS "A," "B," AND "C"**

## Described in metes and bounds

*April 6, 2017*

## TRACT A

Tract A is a parcel of land 20,652 SF in size located at the southeastern corner of South Claiborne Avenue and Tulane Avenue, New Orleans, Louisiana. The parcel has a vacant four-story brick building called Dibert Memorial Building. Using the survey produced by CSRS for LSUHSC in August of 2013, the metes and bounds are as follows:

*On the southeast corner of the intersection of South Claiborne Avenue and Tulane Avenue at a point of beginning set "X" in the brick sidewalk proceeding S62d59'49"E for 70.79 feet along right of way; then S37d10'27"W for 302.63'; then N52d49'33"W 69.68'; then N 37d10'27"E for 290.13' along the right of way to the point of beginning.*

## TRACT B

Tract B is a parcel of land 27,666 SF in size located adjacent to tract A and facing Tulane Avenue, New Orleans, Louisiana. The parcel has a small parking lot with 20 spaces and a vacant six-story limestone building called Lepeyre Miltenberger Building. Using the survey produced by CSRS for LSUHSC in August of 2013, the metes and bounds are as follows:

*Beginning at the set "X" in the brick sidewalk on the southeast corner of the intersection of South Claiborne Avenue and Tulane Avenue proceed S62d59'49"E for 70.79 feet along right of way to a point of beginning, proceeding S62d59'49"E for 120.02' along the right of way; then S27d00'11"W for 200.48'; then N62d59'330"W for 156'; then N37d10'27" for 203.28' to the point of beginning.*

## TRACT C

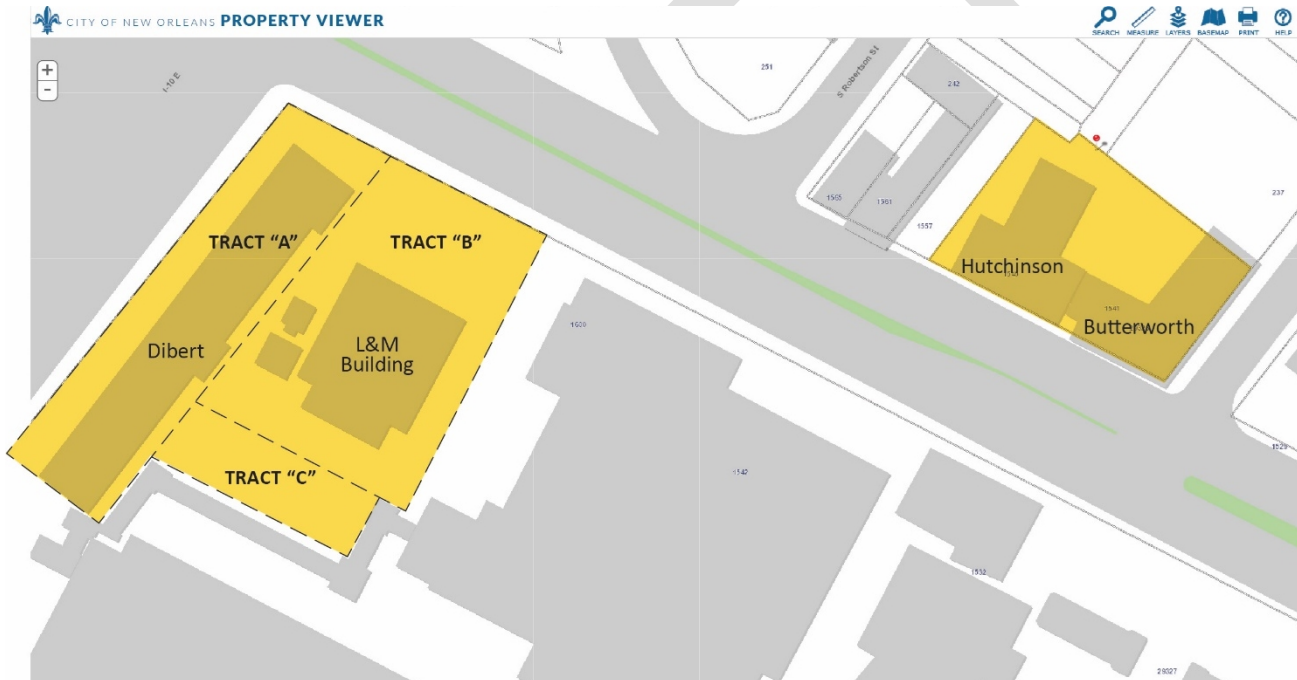
Tract C is a parcel of land 6,058 SF in size located adjacent to tract A and tract B and interior to the block. The parcel is an open grassy area. Using the survey produced by CSRS for LSUHSC in August of 2013, the metes and bounds are as follows:

*Beginning at the set "X" in the brick sidewalk on the southeast corner of the intersection of South Claiborne Avenue and Tulane Avenue proceed S62d59'49"E for 70.79 feet along right of way; then S37d10'27"W for 203.28' to a point of beginning. Proceed S62d59'30"E for 136.74'; then S27d00'11"W for 43.26'; then N62d59'30"W for 144.18'; then N37d10'27" for 43.87' to the point of beginning.*

BUTTERWORTH AND HUTCHISON

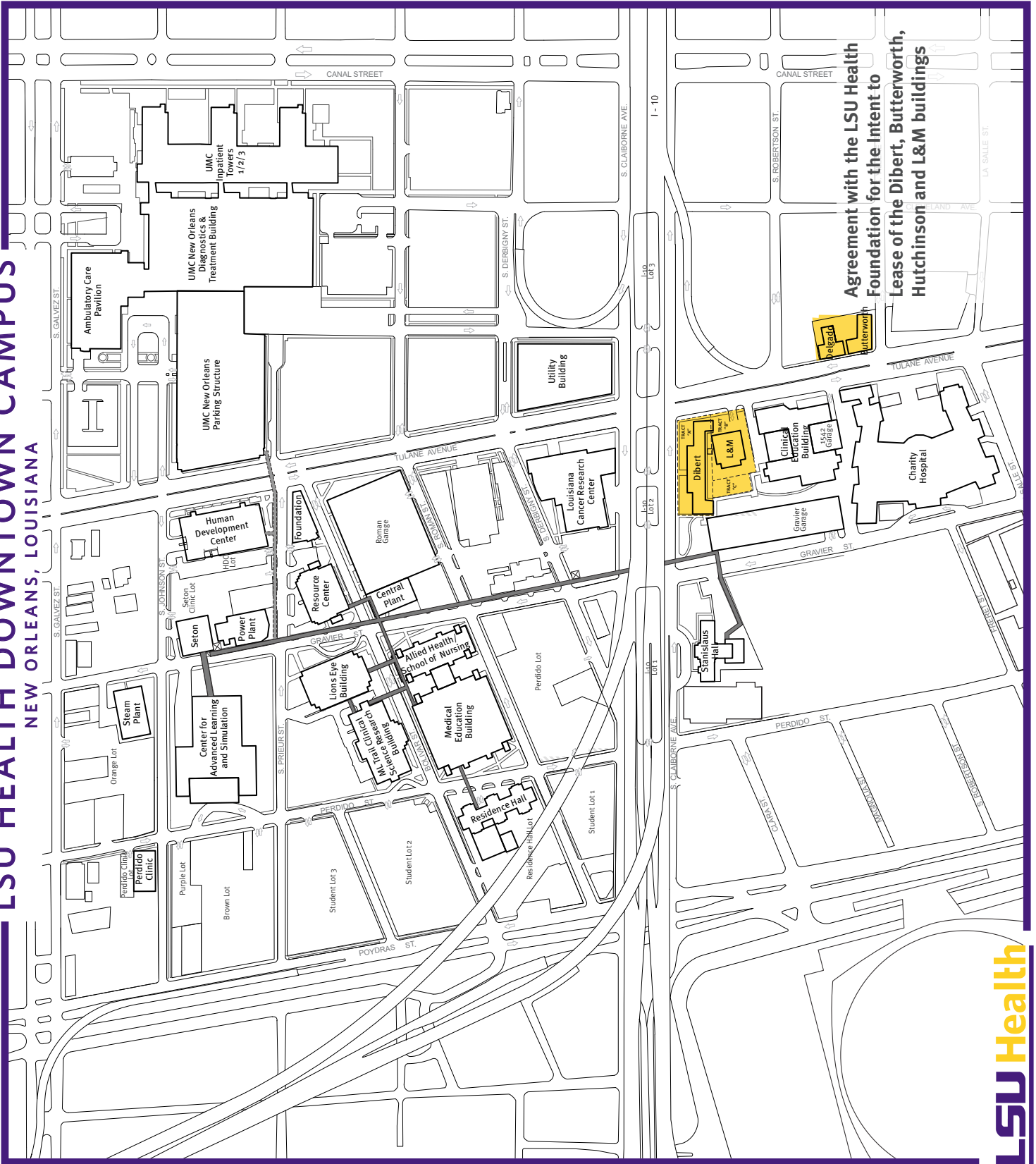
The Butterworth and Hutchison Buildings are located on a single parcel of 4 lots in the New Orleans assessment district 5. The total land area is 18,402 SF. Using the property description on the New Orleans Tax Assessor’s Office website, the metes and bounds are as follows:

*On the northwest corner of Tulane Avenue and South Villere Street, the point of beginning is set at the intersection of the right of ways then proceeding N26d22’21”W for 172’; then N53d53’03”W for 116’; then S35d35’55” for 27’; then N53d53’03” for 9’; then S37d36’10” for 142’; then S52d39’21” for 92’ to the point of beginning.*



Parcel location for the Butterworth and Hutchinson Buildings as depicted on the City of New Orleans Property Viewer website. The Lepeyre Miltenberger and Dibert Buildings and Tract “C” are shown for reference only.

# LSU HEALTH DOWNTOWN CAMPUS NEW ORLEANS, LOUISIANA





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

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April 17, 2018

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

Dear Dr. Alexander,

Pursuant to the following clauses within Article VII, Section 9.3, Lease of Immovable Property, of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter": (i) the lease is potentially for a term of more than 5 years; (ii) the lease is for more than 10,000 square feet of building space; or (v) the anticipated use of the building or land by the lessee would fundamentally transform the building or land and alter the purposes for which the University can use it.

LSU Health New Orleans desires to enter into an Intent to Lease Agreement with the LSU Health Foundation, to provide an outline of the process and guidelines that the Foundation intends to observe in connection with the selection of vendors and the negotiation of proposed agreements with one or more sublessee(s) for the redevelopment of several unused buildings in the New Orleans Medical District area and returning these buildings to commerce as mixed used properties generally supporting the University's students, residents, faculty, staff, visitors and the general public and for such other uses as are consistent therewith to support University's mixed uses, related services and other missions and functions of the University. If an agreement is reached between the Foundation and a sublessee that is acceptable to LSU, LSU intends to lease to the Foundation the following described property:

- a. DIBERT BUILDING, bearing a municipal address of 340 South Claiborne Avenue, New Orleans, LA 70112;
- b. BUTTERWORTH BUILDING, bearing a municipal address of 1541 Tulane Avenue, New Orleans, LA 70112;
- c. HUTCHINSON BUILDING, bearing a municipal address of 1545 Tulane Avenue, New Orleans, LA 70112;
- d. L&M BUILDING, bearing a municipal address of 1620 Tulane Avenue, New Orleans, LA 70112.

LSU Health New Orleans is respectfully requesting approval of this agreement. I certify to the best of my knowledge that I have provided all necessary documentation and am seeking your review and favorable consideration. Thank you for your assistance.

Respectfully yours,

Larry Hollier, MD  
 Chancellor



**Request from LSU A&M to Approve a New Employment Contract  
with Mary “Fran” Flory, Head Coach Volleyball**

**To: Members of the Board of Supervisors**

**Date: May 4, 2018**

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 employment contract for Mary “Fran” Flory, Head Coach Volleyball. The key terms of the proposed contract are summarized below:

|                                   |                         | Current          | Proposed         | Change          | %          | Notes    |
|-----------------------------------|-------------------------|------------------|------------------|-----------------|------------|----------|
| <i>Basic</i>                      | Term Ends               | 6/30/2018        | 2/28/2021        | 3 years         |            | a        |
|                                   | Base Salary             | \$160,000        | \$170,000        | \$10,000        | 6%         | a        |
|                                   | Supplemental Media Comp | \$5,000          | \$15,000         | \$10,000        |            | a        |
| <i>Incentive</i>                  | Post-Season (max)       | \$38,400         | \$90,000         | \$51,600        | 134%       | b        |
|                                   | Academic (max)          | \$5,000          | \$5,000          | \$ -            |            |          |
| <i>Benefits</i>                   | Automobile              | \$12,000         | \$12,000         | \$ -            |            | a        |
|                                   | Other                   |                  |                  |                 |            | c        |
| <b>Total Certain Compensation</b> |                         | <b>\$170,000</b> | <b>\$190,000</b> | <b>\$20,000</b> | <b>12%</b> | <b>d</b> |

Notes:

- a. Coach Flory’s current contract expires 6/30/2018. This contract includes a three year extension and salary increase. Automobile payment remains at \$1,000/month.
- b. Previous post-season incentive was based on Board Policy which allowed up to 24% of base salary for SEC and NCAA performance. This contract includes specific goals and amounts set forth in post-season compensation as per Schedule A of the contract.
- 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.

**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: Mary “Fran” Flory, Head Coach Volleyball

#### **RECOMMENDATION:**

Based on the recommendation of the Athletic Director, it is recommended that the Board authorize the President to sign the proposed contract with Mary “Fran” Flory, Head Coach Volleyball.

#### **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 of Head Coach Mary “Fran” Flory 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 Mary "Fran" Flory, Head Coach Volleyball

|                                   |                    | <i>Current</i>    | <i>Proposed</i>   | <i>Change</i>    | <i>%</i>   | <i>Notes</i> |
|-----------------------------------|--------------------|-------------------|-------------------|------------------|------------|--------------|
| <i>Basic</i>                      | Term Ends          | 6/30/2018         | 2/28/2021         | 3 years          |            | a            |
|                                   | Base Salary        | \$ 160,000        | \$ 170,000        | \$ 10,000        | 6%         | a            |
|                                   | Supplemental Comp. | \$ 5,000          | \$ 15,000         | \$ 10,000        |            | a            |
| <i>Incentive</i>                  | Post-Season (max)  | \$ 38,400         | \$ 90,000         | \$ 51,600        | 134%       | b            |
|                                   | Academic (max)     | \$ 5,000          | \$ 5,000          | \$ -             |            |              |
| <i>Benefits</i>                   | Automobile         | \$ 12,000         | \$ 12,000         | \$ -             |            | a            |
|                                   | Other              |                   |                   |                  |            | c            |
| <b>Total Certain Compensation</b> |                    | <b>\$ 170,000</b> | <b>\$ 190,000</b> | <b>\$ 20,000</b> | <b>12%</b> | <b>d</b>     |

### Notes

(a) Coach Flory's current contract expires 06/30/2015. This contract includes a three year extension and salary increase. Automobile payment remains at \$1,000/month.

(b) Previous post-season incentive was based on Board Policy which allowed up to 24% of base salary for team SEC and NCAA performance. This contract includes specific goals and amounts set forth in post-season compensation as per Schedule A of the contract.

(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, Executive Vice President for Finance  
and Administrative Services/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 1<sup>st</sup> day of February 2018, 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 Mary “Fran” Flory (“COACH”):

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

- A. “LSU”: The campus of LSU which is located in Baton Rouge, Louisiana.
- B. “President”: The President of LSU.
- C. “Athletic Director”: The Director of Athletics at LSU.
- D. “Base Salary Amount”: The annual sum of One Hundred Seventy Thousand Dollars (\$170,000).
- E. “Start Date”: February 1, 2018.
- F. “End Date”: February 28, 2021.
- G. “Program”: The intercollegiate Women’s 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. 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 SEC Regular Season Champion, the date of the last SEC game in Team's sport played by any SEC team during the regular season) and shall be paid within sixty (60) days following the final post-season game in which Team participates. This Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. Post-Season Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the foundation. To be eligible for such compensation, COACH must provide additional services required in the preparation for and participation in post-season play and must be employed by LSU as of the date on which the incentives are earned.

- B. Academic Incentive Compensation.** In the event the multi-year Academic Performance Rate "APR" [as defined by the NCAA] for the Program is the minimum APR multi-year score established by the NCAA (current minimum score is 930) in any one contract year, LSU agrees to pay COACH additional compensation in the amount of 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 up to \$1,000 per month or, to the extent consistent with state ethics law, use of courtesy vehicle provided by dealership and related insurance reimbursed from affiliated foundation funds; and
- D. Other customary, reasonable and related employee benefits to be provided by foundations affiliated with LSU, as authorized by the President after a review by the LSU System General Counsel and a determination that such benefits are in compliance with LSU policy and the Louisiana Code of Ethics.

**9. Additional Revenue.**

Subject to the limitations imposed by this Section and compliance with applicable laws and Governing Athletics Regulations, if any, and LSU's PM-11, COACH may earn or receive other revenue ("Additional Revenue") while employed by LSU, including sponsoring or working with sports camps or clinics, provided, however, that COACH 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 COACH's name by any commercial, public or private entity. LSU does not guarantee any amount of Additional Revenue.

- 10. Sports Camps.** COACH, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may operate or work at sports camps/clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps/clinics. COACH shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership,

assets or interests in such a camp or clinic to any other person or entity, without the prior written approval of the President.

**11. Assignment and Retirement Benefits.**

A. **Assignment.** To the extent permitted by law, COACH may require LSU to contract with a separate legal entity, whether under the control of COACH or not, for the performance of any services by COACH required or authorized under Sections 6 (Supplemental Compensation, if any) and 10 (Sports Camps). The form of the contract shall be subject to the approval of LSU, which approval shall not be unreasonably withheld.

B. **Retirement Benefits.** Regardless of whether the services are performed directly for LSU or through contract with a separate legal entity, whether such other entity is under the control of COACH or not, sums paid or authorized under Section 6 (Supplemental Compensation, if any), 7.B (Academic Incentive Compensation), 8 (Fringe Benefits), 9 (Additional Revenue), and 10 (Sports Camps) of this Agreement shall not be considered “base pay,” “earned compensation,” or “earnable compensation” as such terms are defined in Louisiana Revised Statutes 11:403 and 11:701, or other applicable Louisiana retirement laws, and shall not be included as compensation for the purpose of computation of retirement benefits. Only the Base Salary Amount and any Post Season Incentive Compensation earned pursuant to Section 7.A shall be considered for the purpose of computation of retirement benefits.

12. **Termination.** This Agreement may be terminated by the parties as follows:

A. **Termination by LSU for Cause.** This Agreement may be terminated for "cause" by LSU, acting through the President, at any time prior to its expiration, upon written notice to COACH. In the event of termination for cause, COACH's Base Salary Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to COACH for any sums or damages other than compensation earned prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

For purposes of this Section, "cause" for termination shall be defined as:

- (1) Committing a material and substantial violation (including repeated secondary violations) of Governing Athletics Regulations, or failing promptly to report any such violation by another person to the President and the Associate Athletic Director for Compliance;
- (2) Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after COACH knew or had constructive knowledge that it was about to occur or was occurring, or (ii) COACH failed to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletic Department for the

Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;

- (3) Committing or being convicted of either: (i) any felony; or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- (4) Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings COACH into substantial public disrepute sufficient to materially impair COACH's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to COACH as a visible representative of LSU;
- (5) Unreasonably refusing or repeatedly failing to perform any duties imposed upon COACH herein (including, but not limited to, those duties and responsibilities set forth in Section 3 of this Agreement), or failing to perform the same to the best of COACH's reasonable ability, after written notice to COACH of LSU's reasonable expectation;
- (6) Knowingly committing material or repeated significant violations of any provision of this Agreement, provided said initial violations are not cured within ten (10) days of COACH's receipt of written notice of the same;
- (7) Prolonged absence from LSU without its consent, which will not unreasonably be withheld;
- (8) (i) Intentionally or with reckless disregard for the truth committing fraud in the performance of any duties and responsibilities herein, including, but not limited

to, fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or (ii) counseling, instructing, encouraging, or knowingly permitting any other person to commit such fraud;

- (9) (i) Failing to respond reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any other person to fail to so respond;
- (10) (i) Participating in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any student athlete, assistant coach, or other individual under or subject to COACH's control, authority, or supervision to participate in such activity;
- (11) (i) Furnishing any information or data, other than information or data provided to the general public through press conferences, news releases, and the like, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom COACH knows (or has constructive knowledge) to be a

gambler, better, or bookmaker, or an agent of any such person; or (ii) counseling, instructing, or encouraging any student athlete, assistant coach, or other individual under COACH's control, authority, or supervision to furnish such information or data;

- (12) Using or consuming alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair COACH's ability to perform the duties herein;
- (13) Selling, purchasing, using, or possessing any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by COACH is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.
- (14) Knowingly encouraging or permitting the sale, purchase, use, or possession by any student athlete, assistant coach, or other individual under COACH's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- (15) (i) Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations; or (ii) counseling, instructing, or encouraging any other person to fail to cooperate in such investigation and enforcement;
- (16) Subject to any right of administrative appeal permitted or granted to COACH by the NCAA or SEC, the making or rendition of a finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of

any major or repetitive violations by COACH of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of COACH which were knowingly and intentionally permitted, encouraged, or condoned by COACH, or about which violations COACH knew or should have known (constructive knowledge), and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this sub-section includes findings or determinations of violations during employment of COACH at any other institution of higher education); or

- (17) Failing to report promptly to the Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which COACH has actual knowledge.

Any judgment as to whether the criteria contained in this section have been met shall not be made arbitrarily or capriciously by LSU. Prior to termination for cause, COACH: (i) shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof; and (ii) shall have five calendar days from receipt of such notice to make a written request for a hearing on the contemplated action. A hearing will be held by the President or his designee(s), and at the hearing COACH shall have the right to counsel and to present the testimony of witnesses and other reliable evidence. The procedures shall conform to, and evidence may be considered, consistent with federal and state due process standards for such hearings.



All compensation, including salary, benefits, and other remuneration set forth in this Agreement incidental to COACH's employment, cease upon termination, other than compensation owed COACH for services performed by COACH prior to termination.

**B. Termination by LSU Without Cause.**

- (1) LSU shall have the right to terminate this Agreement without cause upon written notice to COACH. In such event, LSU will pay COACH liquidated damages, in lieu of any and all other legal remedies or equitable relief as detailed below. In the event of termination by LSU without cause, COACH's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to COACH for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.
- (2) Liquidated damages under this Section 12.B will be the Base Salary per year for the remaining term of this Agreement, including any extended term. A partial year shall be pro-rated.
- (3) Liquidated damages under this Section 12.B will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the term of this Agreement, including any extended term.

- (4) In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section 12.B shall be reduced and extinguished by and to the extent of any compensation COACH earns, receives, or is entitled to receive from the termination date until LSU's obligation pursuant to this Section 12.B to COACH terminates or ceases to exist. COACH shall exercise due diligence and good faith in seeking other athletically-related employment. In the event COACH obtains such other employment, COACH will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by COACH and the amount of offset due to LSU.
- (5) The parties have bargained for this liquidated damages provision, giving consideration to the following. This is a contract for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause COACH to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages to be suffered by COACH in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that all liquidated damages herein are not in any way a penalty.

**C. Termination by COACH Without Cause.**

- (1) COACH shall have the right to terminate this Agreement without cause upon thirty days written notice to LSU. In the event COACH terminates this Agreement without cause, COACH will pay LSU liquidated damages, in lieu of any and all

other legal remedies or equitable relief. In the event of termination by COACH without cause, COACH's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which shall be no later than thirty days after the written notice is provided to LSU (unless otherwise mutually agreed by LSU and COACH), and LSU shall not thereafter be liable to COACH for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date.

- (2) Liquidated damages under this Section 12.C will be 15% of the Base Salary per year for the remaining term of this Agreement, including any extended term. COACH shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.
- (3) Liquidated damages under this Section 12.C may be waived, in the sole discretion of the President, if COACH is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, COACH's length of service with LSU, whether COACH is taking another athletically-related job, the impact the timing of COACH's notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), COACH's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a

replacement for COACH, and the impact requiring the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.

- (4) The parties have bargained for this liquidated damages provision, giving consideration to the following. This is a contract for personal services. The parties recognize that termination of this Agreement by COACH prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement head coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
- (5) Unless notice of termination under this Section 12 has been given by either party, neither COACH nor COACH's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletic Director.

**D. Suspension or Other Disciplinary Action.**

- (1) In lieu of termination for cause, and apart from any rights it may have under Section 12.A, LSU may impose disciplinary sanctions less severe than termination upon COACH, up to and including suspension or leave without pay for a period no longer than ninety (90) days for any act or omission which would be grounds for termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously.

- (2) LSU may suspend COACH for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether COACH has violated any laws or Governing Athletics Regulations. During such suspension, COACH shall receive only the Base Salary, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of COACH, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to COACH the benefits and other compensation herein otherwise payable to COACH during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this sub-section shall not limit any rights of LSU to terminate COACH for cause.
- (3) COACH shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.

**E. Termination by Death or Disability.** In the event of the death of COACH or the inability of COACH to perform the obligations described in this Agreement by reason of illness or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than one hundred twenty (120) days, this Agreement

shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.

- F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither COACH nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or expectation income, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or COACH of information or documents required by law. COACH acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, COACH shall have no right to occupy the position of head coach of Team and that COACH's sole remedies are

provided herein and shall not extend to injunctive relief. COACH further acknowledges and agrees that COACH is not eligible for will not be considered for or granted tenure by LSU.

13. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to COACH by LSU or developed by COACH on behalf of or at the expense of LSU or otherwise in connection with the employment of COACH are and shall remain the sole and confidential property of LSU. Within ten (10) days of the expiration or termination of this Agreement, COACH shall cause any such materials in COACH's possession or control to be delivered to LSU. At the same time, COACH shall return to LSU all credit cards, keys, computers, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of COACH.
14. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
15. **Entire Contract.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of COACH by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this agreement, with full

opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the agreement

16. **Amendments to Contract.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by COACH, such approval and acceptance to be acknowledged in writing.
17. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
18. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
19. **Sovereign Immunity Not Waived.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
20. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war,



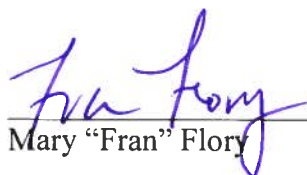
hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.

21. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.

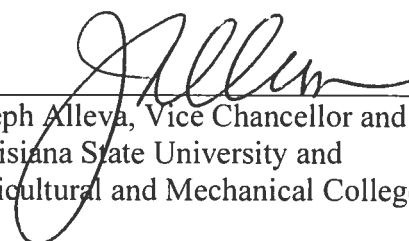
THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year first above written.

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

By: \_\_\_\_\_  
F. King Alexander, President                      Date  
Louisiana State University and  
Agricultural and Mechanical College

 \_\_\_\_\_  
Mary "Fran" Flory                                      2/27/18  
Date

RECOMMENDED:

 \_\_\_\_\_  
Joseph Alleva, Vice Chancellor and Director of Athletics  
Louisiana State University and  
Agricultural and Mechanical College

\_\_\_\_\_  
Daniel T. Layzell, Executive Vice President for Finance and Administration/CFO  
Louisiana State University and  
Agricultural and Mechanical College

**Schedule A – Supplemental Terms for Mary “Fran” Flory**

This Schedule A supplements and further defines the provisions of the Employment Agreement dated February 1, 2018, entered into between LSU and Mary “Fran” Flory to which it is attached (the “Agreement”). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

1. Subject to the terms and conditions set forth in section 7.A of the Agreement, EMPLOYEE shall receive Post-Season Incentive Compensation in the amounts, based on attaining the goals, shown below. The maximum amount of Post-Season Incentive Compensation for achievements a) through g) shall be \$90,000 per contract year:

- a) SEC Regular Season Champion \$ 10,000
- b) Appearance in NCAA Tournament \$ 15,000
- c) NCAA Final 32 \$ 10,000
- e) NCAA Final 16 \$ 10,000
- f) NCAA Final 4 \$ 20,000
- g) NCAA National Champion \$ 25,000


and the following based on recognition (maximum amount \$25,000):

- i) SEC Coach of the Year \$ 10,000
- j) National Coach of the Year (as named by the AVCA) \$ 15,000

2. All other provisions of the Agreement remain unchanged by this Schedule A.

*Approved:*

By: \_\_\_\_\_  
F. King Alexander, President  
Louisiana State University and  
Agricultural and Mechanical College

By:  \_\_\_\_\_  
Mary “Fran” Flory



**Request from LSU Eunice to Approve the Employment Contracts with Head Coaches Byron Starks, Ian McGimsey, and Josh McReynolds**

**To: Members of the Board of Supervisors**

**Date: May 4, 2018**

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 employment contracts for Byron Starks, Head Coach Men’s Basketball; Ian McGimsey, Head Coach Women’s Soccer; and Josh McReynolds, Head Coach Men’s Soccer. A summary of the employment terms are as follows:

| <u>Coach</u>    | <u>Contract Action</u> | <u>Effective Date</u> | <u>Total Certain Compensation<sup>a</sup></u> |                 |
|-----------------|------------------------|-----------------------|---|-----------------|
|                 |                        |                       | <u>Current</u>                                | <u>Proposed</u> |
| Byron Starks    | New Hire               | 3/13/2018             | N/A   | \$44,000        |
| Ian McGimsey    | New Hire               | 2/22/2018             | N/A   | \$40,000        |
| Josh McReynolds | New Hire               | 2/28/2018             | N/A   | \$40,000        |

(a) 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.

**2. Review of Business Plan**

Not applicable.

**3. Fiscal Impact**

The Athletic Department currently expects that all funds relating to these employment contracts will be paid from revenues generated by the Athletic Department. It is not expected that any foundation dollars will be needed to provide for any supplemental compensation. No state general fund or tuition dollars are used.

**4. Review of Documents Related to Referenced Matter**

The Office of General Counsel and the Office of Human Resource Management at LSU Eunice have reviewed the proposed contracts.

**ATTACHMENTS**

- I. Employment Offer: Byron Starks, Head Coach Men’s Basketball
- II. Employment Offer: Ian McGimsey, Head Coach Women’s Soccer
- III. Employment Offer: Josh McReynolds, Head Coach Men’s Soccer

**RECOMMENDATION:**

Based on the recommendation of the Chancellor and Athletic Director, it is recommended that the Board authorize the President to sign the proposed employment contracts with Byron Starks, Head Coach Men's Basketball; Ian McGimsey, Head Coach Women's Soccer; and Josh McReynolds, Head Coach Men's Soccer.

**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 approve the contracts with Byron Starks, Head Coach Men's Basketball; Ian McGimsey, Head Coach Women's Soccer; and Josh McReynolds, Head Coach Men's Soccer as described in this item, and to include in such contracts and amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.



## BENGAL ATHLETICS

PO Box 1129  
Eunice, LA 70535-1129

Office Phone: (337) 550-1417  
Fax (337) 550-1425  
www.lsuebengals.net

March 14, 2018

Mr. Byron Starks

PO Box 60561

Lafayette, LA 70596

Dear Mr. Starks,

This is to confirm our conversation on Tuesday, March 13, 2018, and my recommendation that you be appointed as Head Men's Basketball Coach at a salary of \$44,000 on a 10-month contract plus a \$1,500 Summer Stipend for Men's Basketball Coaching duties for the 2018-2019 academic year. Your appointment will be contingent on a clear background check as well as a clear drug screen. Based on a clear background check and drug screen, you will receive a prorated salary based on the aforementioned \$44,000 thru the remaining Spring 2018 semester as well as a \$6,000 stipend for the summer of 2018 only. Starting with the Fall 2018 semester, the 10-month, \$44,000 contract and \$1,500 summer stipend will start.

Your return of this letter with your signature will indicate acceptance of this offer.

Please also understand these terms and offer are pending the approval of the LSU Board of Supervisors.

The Bylaws and Regulations of the Louisiana State University System and the LSU Eunice Personnel Handbook will be available to you when you arrive. You also should familiarize yourself with the Policy Statements issued by LSU Eunice and the LSU System, copies of which are available in my office.

I am glad that you have accepted the position and I look forward to working with you as the Men's Basketball Program strives for success. If I can assist you in any way, please do not hesitate to contact me.

Sincerely,

Accepted,

Jeff Willis

Athletic Director

Louisiana State University Eunice

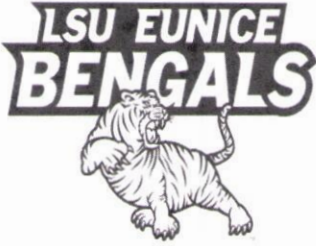
PO Box 1129

Eunice, LA 70535

Mr. Byron Starks

March 14, 2018

Date



## BENGAL ATHLETICS

PO Box 1129  
Eunice, LA 70535-1129

Office Phone: (337) 550-1417  
Fax (337) 550-1425  
www.lsuebengals.net

February 22, 2018

Mr. Ian McGimsey

1302 Lamar Dr.

Mount Pleasant, TX 75455

Dear Mr. McGimsey,

This is to confirm our conversation on Thursday, February 22, 2018, and my recommendation that you be appointed as Head Women's Soccer Coach at a salary of \$40,000 on a 10-month contract plus a \$1,500 Summer Stipend for Soccer Coaching duties for the 2018-2019 academic year. Your appointment will be contingent on a clear background check as well as a clear drug screen. Based on a clear background check and drug screen, you will receive a prorated salary based on the aforementioned \$40,000 thru the remaining Spring 2018 semester as well as a \$6,000 stipend for the summer of 2018 only. Starting with the Fall 2018 semester, the 10-month, \$40,000 contract and \$1,500 summer stipend will start.

Your return of this letter with your signature will indicate acceptance of this offer.

Please also understand these terms and offer are pending the approval of the LSU Board of Supervisors.

The Bylaws and Regulations of the Louisiana State University System and the LSU Eunice Personnel Handbook will be available to you when you arrive. You also should familiarize yourself with the Policy Statements issued by LSU Eunice and the LSU System, copies of which are available in my office.

I am glad that you have accepted the position and I look forward to working with you as the Women's Soccer Program strives for success. If I can assist you in any way, please do not hesitate to contact me.

Sincerely,

Jeff Willis

Athletic Director

Louisiana State University Eunice

PO Box 1129

Eunice, LA 70535

Accepted,

Mr. Ian McGimsey

2/23/18

Date



## BENGAL ATHLETICS

PO Box 1129  
Eunice, LA 70535-1129

Office Phone: (337) 550-1417  
Fax (337) 550-1425  
www.lsuebengals.net

February 27, 2018

Mr. Josh McReynolds

3701 Cherry St

Zachary, LA 70791

Dear Mr. McReynolds,

This is to confirm our conversation on Tuesday, February 27, 2018, and my recommendation that you be appointed as Head Men's Soccer Coach at a salary of \$40,000 on a 10-month contract plus a \$1,500 Summer Stipend for Soccer Coaching duties for the 2018-2019 academic year. Your appointment will be contingent on a clear background check as well as a clear drug screen. Based on a clear background check and drug screen, you will receive a prorated salary based on the aforementioned \$40,000 thru the remaining Spring 2018 semester as well as a \$6,000 stipend for the summer of 2018 only. Starting with the Fall 2018 semester, the 10-month, \$40,000 contract and \$1,500 summer stipend will start.

Your return of this letter with your signature will indicate acceptance of this offer.

Please also understand these terms and offer are pending the approval of the LSU Board of Supervisors.

The Bylaws and Regulations of the Louisiana State University System and the LSU Eunice Personnel Handbook will be available to you when you arrive. You also should familiarize yourself with the Policy Statements issued by LSU Eunice and the LSU System, copies of which are available in my office.

I am glad that you have accepted the position and I look forward to working with you as the Men's Soccer Program strives for success. If I can assist you in any way, please do not hesitate to contact me.

Sincerely,

Jeff Willis

Athletic Director

Louisiana State University Eunice

PO Box 1129

Eunice, LA 70535

Accepted,

Mr. Josh McReynolds

2.28.18

Date





**LSU Board of Supervisors Meeting**

**Friday, 5/4/2018**

**1:00 - 5:00 PM CT**

LSU University Administration Building

Board Room

3810 W. Lakeshore Drive

Baton Rouge, Louisiana 70808

1. Call to Order and Roll Call
2. Invocation and Pledge of Allegiance
3. Approval of the Minutes of the Board Meeting held on March 16, 2018  
*BOS Meeting Minutes.03162018*
4. Personnel Actions Requiring Board Approval  
*BoS\_May2018\_Personnel requiring BoS Approval*
5. Reports from Staff Advisors and Faculty Advisors
6. President's Report
7. Reports to the Board
  - a. FY18 3rd Quarter Consolidated Investment Report  
*FY18 3rd Quarter Consolidated Investment Report*
  - b. FY 2017-18 3rd Quarter Consolidated Report on Personnel Actions Not Requiring Board Approval  
*3rd Quarter Informational Board Report*
8. Committee Reports
9. Chairman's Report
10. Adjournment

INDEX  
REGULAR BOARD MEETING  
March 16, 2018

|  | <u>Page</u> |
|--|-------------|
| 1. Call to Order and Roll Call   | 1           |
| 2. Invocation and Pledge of Allegiance   | 1           |
| 3. Approval of the Minutes of the Board Meeting held on February 2, 2018   | 1           |
| 4. Personnel Actions Requiring Board Approval  | 2           |
| 5. Reports from Staff Advisors and Faculty Advisors  | 2           |
| 6. President's Report  | 2           |
| 7. Reports to the Board  | 2           |
| a. 2018 Louisiana State University Metric Data   |             |
| b. FY 2017-18 2nd Quarter Consolidated Report on Personnel Actions Not Requiring Board Approval  |             |
| c. FY18 2nd Quarter Audit Summary Report   |             |
| 8. Committee Reports   | 3           |
| 8A. Academic and Student Affairs, Achievement and Distinction Committee  | 3           |
| 8A1. Request from LSU A&M to Establish the Innovation Award  | 3           |
| 8A2. Request from LSU A&M to Establish the Transformation Merit Scholarship Program  | 3           |
| 8A3. Request from LSU A&M to Augment the Value of the Tiger Excellence Nonresident Award   | 3           |
| 8A4. CONSENT AGENDA  | 3           |
| i. Request from LSU Alexandria for Approval of a Letter of Intent for a BS in Kinesiology  | 4           |
| ii. Request from LSU A&M to Change the Name of the MS and PhD in Human Resource Education to the MS and PhD in Leadership and Human Resource Development in the School of Leadership and Human Resource Development                          | 4           |
| iii. Request from LSU Health Sciences Center - Shreveport to Change the Names of the Clinical Laboratory Science Program and the BS in Medical Technology to the Medical Laboratory Science Program and the BS in Medical Laboratory Science | 4           |
| iv. Request from LSU Health Sciences Center - Shreveport to Establish 2 Endowed Superior Graduate Student Scholarships   | 4           |
| v. Request from LSU Health Sciences Center - Shreveport to Establish 2 Endowed Professorships  | 4           |
| vi. Request from LSU A&M to Convert 2 Endowed Chairs into 4 Endowed Professorships   | 5           |
| vii. Request from LSU A&M to Award a Posthumous Degree   | 5           |

|  |   |
|--|---|
| viii. Request from the Health Care Services Division to Name the LSU Health North Clinic and Urgent Care Facility in Baton Rouge the "Willie F. Hawkins Emergency Care Center"     | 5 |
| 8B. Finance, Infrastructure, and Core Development Committee  | 5 |
| 8B1. Supplier Diversity Program Draft Plan - Presentation  | 5 |
| 8B2. Request from LSU Health Sciences Center - Shreveport to Authorize Tuition Waivers in the School of Medicine to Enhance Growth and Diversity in Medical Education              | 5 |
| 8C. Property and Facilities Committee  | 6 |
| 8C1. Request from LSU A&M to Accept a Donation of Property at Laurel Hill in West Feliciana Parish, Louisiana  | 6 |
| 8C2. Request from LSU A&M to Authorize the President to Execute a Lease for Construction of Alex Box Batting Cage Renovations and Additions with Tiger Athletic Foundation         | 6 |
| 8C3. Request from LSU A&M to Approve the Schematic Design of the LSU Alex Box Batting Cage Renovations and Additions   | 6 |
| 8C4. Request from LSU A&M to Authorize the President to Determine an Acceptable University Purpose for Purchase by the LSU REFF of Property Near Campus Boundaries                 | 7 |
| 8C5. Request from LSU HSC–NO to Authorize the President to Determine an Acceptable University Purpose for Purchase by the LSU Health Foundation of Property Near Campus Boundaries | 7 |
| 8C6. Update on Charity Hospital Redevelopment Project  | 8 |
| 8D. Athletic Committee   | 8 |
| 8D1. Request from LSU Alexandria to Approve Proposed Employment Contract with Larry M. Cordaro, Head Coach Men’s Basketball  | 8 |
| 9. Approval of the 2018-2019 Board of Supervisors Meeting Schedule   | 8 |
| 10. Chairman’s Report  | 8 |
| 11. Adjournment  | 8 |

MINUTES

REGULAR BOARD MEETING

March 16, 2018

1. Call to Order and Roll Call

Mr. Stephen Perry, Chair, called to order the Regular Meeting of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College in the the University Administration Building, Baton Rouge, Louisiana, on March 16, 2018 at 1:24 p.m.

The secretary called the roll.

PRESENT

Mr. Stephen Perry  
Chair  
Mr. Scott Ballard  
Past Chair  
Mr. Stanley J. Jacobs  
Mr. Lee Mallett  
Mr. Jim McCrery  
Ms. Mary L. Werner  
Ms. Lauren Johnson

Mr. James Williams  
Chair-Elect  
Mr. Glenn Armentor  
Mr. Blake Chatelain  
Ms. Valencia Sarpy Jones  
Mr. Rolfe McCollister  
Mr. James W. Moore  
Mr. Robert "Bobby Yarborough

ABSENT

Mr. Ronnie Anderson

Ms. Ann Duplessis

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

Public Comments

There were four (4) public comments to be made at the March 16, 2018 Regular Board meeting. Erin Good from LSU Graduate Student Association read a statement on file in the Board office, Dr. Ken McMillan commented on Agenda item 5. *Reports from Staff Advisors and Faculty Advisors*, and Donald Cravins from the National Urban League and Erika McConduit from the Urban League of Louisiana commented on Agenda item 8B1. *Supplier Diversity Program Draft Plan – Presentation*.

2. Invocation and Pledge of Allegiance

Mr. Perry, Chair, recognized President F. King Alexander, President of LSU. President Alexander introduced the two (2) student representatives addressing the Board.

Ms. Camille Faircloth gave the Invocation. Ms. Camille Flint led the Pledge of Allegiance.

3. Approval of the Minutes of the Board Meeting held on February 2, 2018

Upon motion of Mr. Moore, seconded by Mr. Jacobs, the Board voted unanimously to approve the Minutes of the Regular Board Meeting held on February 2, 2018.

4. Personnel Actions Requiring Board Approval

Mr. Perry, Chair, requested approval of the Personnel Actions.

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

5. Reports from Staff Advisors and Faculty Advisors

Dr. Ken McMillan, 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:

Dr. Alexander presented the resolution approved at the December 2017 Board meeting to Boyd Professor Dr. Ward Plummer.

Dr. Alexander provided an update on the Greek Implementation Plan and recognized Rob Stuart for his service to the President's Task Force on Greek Life.

Dr. Alexander provided an update on the legislative session. Rolfe McCollister suggested a resolution or letter from the Chair and the President about support of the Board for a commitment to TOPS. The President stated we will craft a letter with the message to fund TOPS and stabilize the Higher Education budget. Stephen Perry suggested an addition to add Deferred Maintenance. Stanley Jacobs suggested adding an identifiable stream of income to Higher Education and Hospitals. Scott Ballard pointed out Alabama has a designated amount of money from the State to Higher Education and we need to do this as well. Rolfe McCollister clarified that he is seeking a message to the Legislature and parents about the Board's priority to fund TOPS. The Board agreed to move forward with a message to the Legislature from the Board.

Dr. Alexander provided an update on the hospital partnership in Shreveport.

Dr. Alexander presented pictures and an update from the LSU 2025: Challenge Accepted tour and information on LSU's economic impact study.

Dr. Alexander recognized:

Dr. Richard Koubek, LSU Executive Vice President & Provost, to introduce Sasha Thackaberry, Associate Vice Provost for Online and Distance Education.

Mr. Tom Skinner, General Counsel, and Ms. Jennie Stewart, Title IX Coordinator, for a brief presentation and update on Title IX.

7. Reports to the Board

- a. 2018 Louisiana State University Metric Data
- b. FY 2017-18 2nd Quarter Consolidated Report on Personnel Actions Not Requiring Board Approval
- c. FY18 2nd Quarter Audit Summary Report

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

8. Committee Reports

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

8A. Academic and Student Affairs, Achievement and Distinction Committee

Mr. Armentor, Chair of the Academic and Student Affairs, Achievement and Distinction Committee, reported the Committee received three (3) requests for Board approval and eight (8) consent agenda items.

8A1. Request from LSU A&M to Establish the Innovation Award

Upon motion of Ms. Jones, seconded by Ms. Johnson, 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 Innovation Award, which includes an award for qualified incoming Louisiana resident freshmen ranging from \$1,000 up to \$3,000 per student, per year based on Expected Family Contribution at LSU A&M.

8A2. Request from LSU A&M to Establish the Transformation Merit Scholarship Program

Upon motion of Ms. Jones, seconded by Ms. Johnson, 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 Transformation Merit Scholarship Program, which includes an award for qualified incoming Louisiana resident freshmen of \$500 per student per year for four years and an award for qualified incoming non-resident freshmen of up to \$13,335 per student per year, up from \$3,335, for four years at LSU A&M.

8A3. Request from LSU A&M to Augment the Value of the Tiger Excellence Nonresident Award

Upon motion of Ms. Jones, seconded by Ms. Johnson, 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 increase the value of the Tiger Excellence Nonresident award from \$10,935 up to a maximum of \$15,335 annually.

8A4. CONSENT AGENDA

- i. Request from LSU Alexandria for Approval of a Letter of Intent for a BS in Kinesiology
- ii. Request from LSU A&M to Change the Name of the MS and PhD in Human Resource Education to the MS and PhD in Leadership and Human Resource Development in the School of Leadership and Human Resource Development
- iii. Request from LSU Health Sciences Center - Shreveport to Change the Names of the Clinical Laboratory Science Program and the BS in Medical Technology to the Medical Laboratory Science Program and the BS in Medical Laboratory Science
- iv. Request from LSU Health Sciences Center - Shreveport to Establish 2 Endowed Superior Graduate Student Scholarships

- v. Request from LSU Health Sciences Center - Shreveport to Establish 2 Endowed Professorships
- vi. Request from LSU A&M to Convert 2 Endowed Chairs into 4 Endowed Professorships
- vii. Request from LSU A&M to Award a Posthumous Degree
- viii. Request from the Health Care Services Division to Name the LSU Health North Clinic and Urgent Care Facility in Baton Rouge the "Willie F. Hawkins Emergency Care Center"

Upon motion of Ms. Jones, seconded by Mr. Moore, the Committee voted unanimously to approve the Consent resolutions:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the Letter of Intent to develop a proposal for a Bachelor of Science in Kinesiology at LSU Alexandria, subject to approval by the Louisiana Board of Regents.

**NOW, THEREFORE, BE IT RESOLVED** that the LSU Board of Supervisors does hereby approve the request from LSU A&M to change the name of the MS and PhD in Human Resource Education to the MS and PhD in Leadership and Human Resource Development in the School of Leadership and Human Resource Development, along with the corresponding CIP code change of the MS and PhD programs from 13.1201 to 52.1005, subject to approval by the Louisiana Board of Regents.

**NOW, THEREFORE, BE IT RESOLVED** that the LSU Board of Supervisors does hereby approve the request from LSU Health Sciences Center – Shreveport to change the names of the Clinical Laboratory Science Program and the BS in Medical Technology to the Medical Laboratory Science Program and the BS in Medical Laboratory Science, subject to approval by the Louisiana Board of Regents.

**NOW, THEREFORE, BE IT RESOLVED** that the LSU Board of Supervisors does hereby approve the request from LSU Health Sciences Center in Shreveport to establish the following 2 Endowed Superior Graduate Student Scholarships, subject to approval by the Louisiana Board of Regents:

- 1) Charles G. Hargon Jr. Memorial Scholarship for Medical Students
- 2) Sandra and Jerry Martin Endowed Scholarship for Medical Students; 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 Charles G. Hargon Jr. Memorial Scholarship for Medical Students, and the Sandra and Jerry Martin Endowed Scholarship for Medical Students.

**NOW, THEREFORE, BE IT RESOLVED** that the LSU Board of Supervisors does hereby approve the request from LSU Health Sciences Center – Shreveport to establish the following 2 endowed professorships, subject to approval by the Louisiana Board of Regents:

- 1) Alice Coleman Endowed Professorship in Pediatric Rheumatology
- 2) Tilakram and Bhagwanti Devi Distinguished Professorship in Cleft Lip and Palate Surgery and Training; 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 Alice Coleman Endowed Professorship in Pediatric Rheumatology, and the Tilakram and Bhagwanti Devi Distinguished Professorship in Cleft Lip and Palate Surgery and Training.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request from LSU A&M to convert the following 2 endowed chairs into 4 endowed professorships, subject to approval by the Louisiana Board of Regents:

- 1) Convert the Ourso Distinguished Chair of Accounting into the Ourso Eminent Scholar Professorship in Accounting and the Ourso Distinguished Professorship in Accounting
- 2) Convert the Ourso Distinguished Chair of Management into the Ourso Professorship of Management #1 and Ourso Professorship of Management #2

**NOW, THEREFORE, BE IT RESOLVED** that the LSU Board of Supervisors does hereby authorize LSU A&M to award the Bachelor of Science in Early Childhood Education: PK-3 Teacher Certification to Ms. Micah Alexis Johnson, posthumously.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the naming of the LSU Health North Clinic and Urgent Care facility in Baton Rouge the “Willie F. Hawkins Emergency Care Center”.

Mr. Armentor asked for a motion to adjourn the committee meeting.

Upon motion of Ms. Jones, seconded by Mr. Moore, the committee voted unanimously to adjourn the meeting.

8B. Finance, Infrastructure, and Core Development Committee

Mr. Chatelain, Chair of the Finance, Infrastructure, and Core Development Committee, reported the Committee received one (1) presentation and one (1) request for Board approval.

8B1. Supplier Diversity Program Draft Plan - Presentation

Dr. Daniel Layzell, Executive Vice President and CFO, introduced Sally McKechnie, Assistant Vice President Procurement & Property Management and Barbara Robillard, Supplier Diversity Manager, to provide an update to the Board on the Supplier Diversity Program. The presentation is on file with the Office of the Board of Supervisors.

8B2. Request from LSU Health Sciences Center - Shreveport to Authorize Tuition Waivers in the School of Medicine to Enhance Growth and Diversity in Medical Education

Upon motion of Ms. Jones, seconded by Mr. Moore, 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 the Louisiana State University, or his designee, to authorize the establishment of the following tuition waivers in the School of Medicine at Louisiana State University Health Sciences Center Shreveport effective with the July 1, 2018 academic term: (1) Academic Excellence Tuition Waiver; (2) Disadvantaged Background Tuition Waiver; and, (3) Underrepresented in Medicine Racial or Ethnic Group Tuition Waiver; and,

**BE IT FURTHER RESOLVED** that F. King Alexander, President of the Louisiana State University, or his designee, is duly authorized by and empowered for and on behalf of and in the name of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College to permanently implement these three tuition waivers in the School of Medicine at Louisiana State University Health Sciences Center Shreveport.



8C. Property and Facilities Committee

Ms. Werner, Chair of the Property and Facilities Committee, reported the Committee received five (5) requests for Board approval and one (1) presentation.

8C1. Request from LSU A&M to Accept a Donation of Property at Laurel Hill in West Feliciana Parish, Louisiana

Upon motion of Mr. Jacobs, seconded by Mr. Armentor, 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 authorizes F. King Alexander, in his capacity as President of LSU, or his designee, to accept the donation of the Laurel Hill House and other immovable property located in West Feliciana Parish, Louisiana from Laurel Hill, LLC, and to include in the acceptance of that donation such terms and conditions as he deems to be in the best interests of LSU.

8C2. Request from LSU A&M to Authorize the President to Execute a Lease for Construction of Alex Box Batting Cage Renovations and Additions with Tiger Athletic Foundation

Upon motion of Mr. Armentor, 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 authorizes F. King Alexander, in his capacity as President of LSU, to execute a Lease to Tiger Athletic Foundation in order to facilitate construction of renovations and additions to the Alex Box Batting Cage Facility 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, 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 any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors.

8C3. Request from LSU A&M to Approve the Schematic Design of the LSU Alex Box Batting Cage Renovations and Additions

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

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the exterior elevations for the LSU Alex Box Batting Cage Renovations and Additions.

8C4. Request from LSU A&M to Authorize the President to Determine an Acceptable University Purpose for Purchase by the LSU REFF of Property Near Campus Boundaries

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

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes Dr. F. King Alexander, President of Louisiana State University, or his designee to determine if an Acceptable University Purpose exists, for purposes of the Uniform Affiliation Agreement, for the LSU Real Estate and Facilities Foundation to purchase or otherwise acquire immovable property located within one-half mile of any property boundary of the flagship campus, provided that:

1. Before making such a determination, the President shall consult with the Chair, the Chair-Elect, the chair of the Property and Facilities Committee, and the chair of the Finance, Infrastructure, and Core Development Committee of the Board regarding the proposed property transaction;
2. This authorization shall not extend to the purchase of immovable property where the purchase price is greater than \$2 million; and
3. This authorization shall not be construed as a commitment, formal or informal, by the Board to purchase or acquire any such property from REFF in the future.

8C5. Request from LSU HSC–NO to Authorize the President to Determine an Acceptable University Purpose for Purchase by the LSU Health Foundation of Property Near Campus Boundaries

Upon motion of Mr. Armentor, 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 hereby authorizes Dr. F. King Alexander, President of Louisiana State University, or his designee to determine if an Acceptable University Purpose exists, for purposes of the Uniform Affiliation Agreement, for the LSU Health Foundation New Orleans to purchase or otherwise acquire immovable property located within one-half mile of any property boundary of the LSUHSC-NO campus, provided that:

1. Before making such a determination the President shall consult with the Chair, the Chair-Elect, the chair of the Property and Facilities Committee, and the chair of the Finance, Infrastructure, and Core Development Committee of the Board regarding the proposed property transaction;
2. This authorization shall not extend to the purchase of immovable property where the purchase price is greater than \$2 million; and
3. This authorization shall not be construed as a commitment, formal or informal, by the Board to purchase or acquire any such property from the LSU Health Foundation New Orleans in the future.

8C6. Update on Charity Hospital Redevelopment Project

Dan Layzell, Executive Vice President & CFO, introduced Rob Stuart, Chair of the LSU Foundation Board, and Tony Lombardo, for an update on the Charity Hospital Redevelopment Project. The presentation is on file in the Office of the Board of Supervisors.

Ms. Werner asked for a motion to adjourn the committee meeting.

Upon motion of Mr. McCollister, seconded by Mr. Armentor, the committee voted unanimously to adjourn the meeting.

8D. Athletic Committee

Mr. Moore, Chair of the Athletic Committee, reported the Committee received one (1) request for Board approval.

8D1. Request from LSU Alexandria to Approve Proposed Employment Contract with Larry M. Cordaro, Head Coach Men's Basketball

Upon motion of Mr. Chatelain, seconded by Ms. Werner, 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 employment agreement of Head Coach Larry M. Cordaro 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.

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

Upon motion of Mr. Jacobs, seconded by Ms. Werner, the committee voted unanimously to adjourn the meeting.

9. Approval of the 2018-2019 Board of Supervisors Meeting Schedule

Upon motion of Mr. Williams, seconded by Mr. Mallett, the Board voted unanimously to approve the 2018-2019 Board of Supervisors Meeting.

10. Chairman's Report

The Chairman Mr. Perry announced the next Board of Supervisors meeting will be held in Baton Rouge at the LSU Administration Building on May 4, 2018.

11. Adjournment

Chairman Mr. Perry asked for a motion to adjourn with no further business before the Board. Upon motion by Ms. Johnson, seconded by Mr. Ballard, the meeting was adjourned.

Stephanie Tomlinson  
Executive Assistant  
LSU Board of Supervisors

Personnel Actions Requiring Board Approval  
per PM-69

May 4, 2018

Personnel Actions Requiring Board Approval per PM-69  
May 4, 2018

**LSU A&M  
Appointments**

| <u>Name</u>   | <u>Title</u>                                 | <u>Effective Date</u> | <u>Base Salary</u>     |
|---------------|--|-----------------------|------------------------|
| Stacia Haynie | Interim Executive Vice President and Provost | 5/1/2018              | \$161,000 <sup>1</sup> |

**Change in Title**

| <u>Name</u>    | <u>Current Title</u>                 | <u>Proposed Title</u>                  | <u>Effective Date</u> |
|----------------|--------------------------------------|--|-----------------------|
| Richard Koubek | Executive Vice President and Provost | Special Assistant to the LSU President | 5/1/2018              |

1. Stacia Haynie will also receive an alumni professor stipend of \$6,200, a temporary administrative stipend of \$182,700, and an automobile allowance of \$12,000 per year.

**LSU**  
**Deposit and Collateral Report**  
**For the Quarter Ended March 31, 2018**

| Deposits Requiring Posting of Collateral:   | Demand Deposit<br>Sweep/MMA<br>Repurchase | Certificates<br>of<br>Deposit | Total Deposits<br>in Financial<br>Institutions | Collateral<br>(1)     |
|---|---|-------------------------------|--|-----------------------|
| <b>LSU A&amp;M, LSU Alexandria, LSU Eunice, LSU Shreveport, and Health Sciences Ctr New Orleans</b> |   |                               |  |                       |
| Chase - LSU, Health Plan Premium  | \$ 73,288,644                             |                               | \$ 73,288,644                                  | \$ 125,000,000        |
| Cottonport Bank-LSU Ag Center   | \$ 500,000                                |                               | \$ 500,000                                     | \$ 250,000            |
| Capital One - LSU-A   | 2,292,603                                 |                               | 2,292,603                                      | 2,292,603             |
| St. Landry Bank - LSU-E   | 431,164                                   |                               | 431,164  | 1,491,218             |
| Campus Federal Credit Union - LSU-S   |   | \$ 100,237                    | 100,237  | 250,000               |
| Capital One (Hibernia National Bank) - LSU-S  | 50,815,539                                |                               | 50,815,539                                     | 51,398,024            |
| Chase-HSCNO   | 12,275,640                                | 18,600                        | 12,294,240                                     | 25,900,000            |
| <b>Total</b>  | <b>\$ 139,603,590</b>                     | <b>\$ 118,837</b>             | <b>\$ 139,722,427</b>                          | <b>\$ 206,581,845</b> |
| <b>LSU Health Shreveport</b>  |   |                               |  |                       |
| US Bank   | \$ 4,388                                  |                               | \$ 4,388                                       | \$ 250,000            |
| Regions Bank-Shreveport   | 67,708,171                                |                               | 67,708,171                                     | 77,955,366            |
| Regions Bank-Shreveport Endowment Fds   | 8,723,520                                 |                               | 8,723,520                                      | -                     |
| <b>Total</b>  | <b>\$ 76,436,079</b>                      | <b>\$ -</b>                   | <b>\$ 76,436,079</b>                           | <b>\$ 78,205,366</b>  |
| <b>LSU HCSD</b>   |   |                               |  |                       |
| JP Morgan Chase (HCSD)  | \$ 78,090,222                             |                               | \$ 78,090,222                                  | \$ 82,291,229         |
| Capital One (MCLNO Trust Fund)  | 4,183,308                                 |                               | 4,183,308                                      | 4,261,795             |
| <b>Total</b>  | <b>\$ 82,273,530</b>                      | <b>\$ -</b>                   | <b>\$ 82,273,530</b>                           | <b>\$ 86,553,024</b>  |
| <b>Total Requiring Collateral</b>   | <b>\$ 298,313,199</b>                     | <b>\$ 118,837</b>             | <b>\$ 298,432,036</b>                          | <b>\$ 371,340,235</b> |
| <b>Deposits In Trust or Federal Obligations Not Requiring Collateral</b>                            |   |                               |  |                       |
| Federated Money Markets   | \$ 17,472,657                             |                               | \$ 17,472,657                                  |                       |
| Federated Funds-Treas. Oblig. (2)   | 733                                       |                               | 733  |                       |
| <b>Total</b>  | <b>\$ 17,473,390</b>                      | <b>\$ -</b>                   | <b>\$ 17,473,390</b>                           |                       |
| <b>Total Deposits</b>   | <b>\$ 315,786,589</b>                     | <b>\$ 118,837</b>             | <b>\$ 315,905,426</b>                          |                       |

- (1) Collateral amounts include FDIC coverage of \$250,000 on Demand Deposits, \$250,000 on CD's and \$250,000 by the National Credit Union Share Insurance Fund on deposits with Campus Federal Credit Union.
- (2) One Group & Federated Funds are no-load, open ended mutual funds investing in U.S. Treasury obligations.

**LSU  
Investment Summary  
For the Quarter Ended March 31, 2018**

| Fund Description                          | As of 7/1/2017       |                      | As of 9/30/2017      |                      | As of 12/31/2017     |                      | As of 3/31/2018      |            | As of 06/30/2018 |  |
|---|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|------------|------------------|--|
|   | Value                | Cost                 | Market Value         | Cost                 | Market Value         | Cost                 | Market Value         | Cost       | Market Value     |  |
| <b>Current Funds</b>                      |                      |                      |                      |                      |                      |                      |                      |            |                  |  |
| Cash/Sweeps                               | \$231,313,374        | \$254,409,898        | \$254,409,898        | \$278,676,667        | \$278,676,667        | \$285,406,371        | \$285,406,371        | \$0        | \$0              |  |
| Money Market Accounts/Repos (A)           | \$142                | \$7,174,020          | \$7,174,020          | \$6,263,816          | \$6,263,816          | \$2,582,395          | \$2,582,395          | \$0        | \$0              |  |
| Certificates of Deposit                   | \$100,225            | \$100,225            | \$100,225            | \$100,237            | \$100,237            | \$100,237            | \$100,237            | \$0        | \$0              |  |
| Treasury Notes                            | \$12,613,599         | \$12,516,556         | \$12,609,115         | \$7,715,942          | \$7,730,758          | \$6,466,011          | \$6,439,380          | \$0        | \$0              |  |
| CMO's                                     | \$169,881            | \$2,327,632          | \$2,307,161          | \$6,543,452          | \$6,468,000          | \$6,496,647          | \$6,284,588          | \$0        | \$0              |  |
| Agency Securities (B)                     | \$129,722,977        | \$167,108,996        | \$164,147,973        | \$136,941,637        | \$134,126,769        | \$129,778,067        | \$125,181,973        | \$0        | \$0              |  |
| Mortgaged Backed Securities               | \$29,240,979         | \$27,863,351         | \$27,424,685         | \$23,788,080         | \$23,315,681         | \$22,559,039         | \$21,936,771         | \$0        | \$0              |  |
| Equity Securities (C)                     | \$84,239             | \$0                  | \$79,661             | \$0                  | \$77,533             | \$0                  | \$70,258             | \$0        | \$0              |  |
| Bond Mutual Funds                         | \$43,841,262         | \$46,697,531         | \$43,899,237         | \$46,697,531         | \$44,092,490         | \$46,697,531         | \$43,694,390         | \$0        | \$0              |  |
| Municipal Bonds (E)                       | \$89,828,023         | \$101,113,010        | \$98,236,250         | \$95,071,730         | \$91,696,849         | \$98,612,502         | \$94,124,565         | \$0        | \$0              |  |
| Corporate Bonds (D)                       | \$141,247,762        | \$188,925,256        | \$188,635,119        | \$151,118,157        | \$149,311,900        | \$156,522,401        | \$150,932,391        | \$0        | \$0              |  |
| <b>Total</b>                              | <b>\$678,162,463</b> | <b>\$808,236,475</b> | <b>\$799,023,344</b> | <b>\$752,917,249</b> | <b>\$741,860,700</b> | <b>\$755,221,201</b> | <b>\$736,753,319</b> | <b>\$0</b> | <b>\$0</b>       |  |
| <b>Endowment Funds</b>                    |                      |                      |                      |                      |                      |                      |                      |            |                  |  |
| Cash/Sweeps                               | \$6,883,023          | \$6,880,687          | \$6,880,687          | \$8,429,003          | \$8,429,003          | \$8,723,520          | \$8,723,520          | \$0        | \$0              |  |
| Money Market Accounts/Repos (A)           | \$175                | \$3,659,076          | \$3,659,076          | \$668,995            | \$668,995            | \$407,302            | \$407,302            | \$0        | \$0              |  |
| Certificates of Deposit                   | \$18,600             | \$18,600             | \$18,600             | \$18,600             | \$18,600             | \$18,600             | \$18,600             | \$0        | \$0              |  |
| Agency Securities (B)                     | \$5,930,359          | \$4,168,505          | \$3,971,834          | \$3,029,175          | \$2,951,815          | \$2,509,075          | \$2,394,365          | \$0        | \$0              |  |
| Mortgaged Backed Securities               | \$998,929            | \$780,920            | \$769,452            | \$2,830,592          | \$2,791,199          | \$2,645,919          | \$2,575,098          | \$0        | \$0              |  |
| Equity Securities (C)                     | \$9,769,145          | \$5,666,168          | \$10,104,449         | \$5,666,168          | \$10,612,278         | \$5,666,168          | \$10,482,271         | \$0        | \$0              |  |
| Mutual Funds                              | \$53,956,268         | \$53,219,566         | \$58,023,842         | \$51,735,473         | \$56,868,935         | \$50,673,529         | \$54,708,246         | \$0        | \$0              |  |
| Municipal Bonds (E)                       | 2,287,741            | 2,789,725            | \$2,777,143          | \$3,275,153          | \$3,241,436          | \$3,254,999          | \$3,178,023          | \$0        | \$0              |  |
| Corporate Bonds (D)                       | 6,736,080            | \$6,852,795          | \$6,707,128          | \$8,120,150          | \$8,153,865          | \$9,329,143          | \$9,123,910          | \$0        | \$0              |  |
| <b>Total</b>                              | <b>\$86,580,320</b>  | <b>\$84,036,042</b>  | <b>\$92,912,211</b>  | <b>\$83,773,309</b>  | <b>\$93,736,126</b>  | <b>\$83,228,255</b>  | <b>\$91,611,335</b>  | <b>\$0</b> | <b>\$0</b>       |  |
| <b>Other Funds</b>                        |                      |                      |                      |                      |                      |                      |                      |            |                  |  |
| Cash/Sweeps                               | \$5,165,268          | \$3,684,891          | \$3,684,891          | \$4,029,716          | \$4,029,716          | \$4,183,308          | \$4,183,308          | \$0        | \$0              |  |
| Money Market Accounts/Repos (A)           | \$43,905,798         | \$18,450,982         | \$18,450,982         | \$23,432,725         | \$23,432,725         | \$14,482,960         | \$14,482,960         | \$0        | \$0              |  |
| Agency Securities (B)                     | \$866,895            | \$839,273            | \$865,976            | \$839,273            | \$858,985            | \$839,273            | \$844,469            | \$0        | \$0              |  |
| Equity Securities (C)                     | \$400,421            | \$0                  | \$406,621            | \$0                  | \$414,854            | \$0                  | \$370,066            | \$0        | \$0              |  |
| US Gov Related Securities                 | \$6,404              | \$2,697              | \$2,697              | \$1,769              | \$1,769              | \$733                | \$733                | \$0        | \$0              |  |
| <b>Total</b>                              | <b>\$50,344,786</b>  | <b>\$22,977,843</b>  | <b>\$23,411,167</b>  | <b>\$28,303,483</b>  | <b>\$28,738,049</b>  | <b>\$19,506,274</b>  | <b>\$19,881,536</b>  | <b>\$0</b> | <b>\$0</b>       |  |
| <b>Grand Total</b>                        | <b>\$815,087,569</b> | <b>\$915,250,360</b> | <b>\$915,346,722</b> | <b>\$864,994,041</b> | <b>\$864,334,875</b> | <b>\$857,955,730</b> | <b>\$848,246,190</b> | <b>\$0</b> | <b>\$0</b>       |  |
| <b>Deposits in Financial Institutions</b> |                      |                      |                      |                      |                      |                      |                      |            |                  |  |
| Total Cash/Sweeps/MMA/Repos               | \$287,267,780        | \$294,259,554        | \$294,259,554        | \$321,500,922        | \$321,500,922        | \$315,785,858        | \$315,785,856        | \$0        | \$0              |  |
| Total Certificates of Deposit             | \$118,825            | \$118,825            | \$118,825            | \$118,837            | \$118,837            | \$118,837            | \$118,837            | \$0        | \$0              |  |
| US Gov Related Securities                 | \$6,404              | \$2,697              | \$2,697              | \$1,769              | \$1,769              | \$733                | \$733                | \$0        | \$0              |  |
| <b>Total Deposits</b>                     | <b>\$287,393,009</b> | <b>\$294,381,076</b> | <b>\$294,381,076</b> | <b>\$321,621,528</b> | <b>\$321,621,528</b> | <b>\$315,905,428</b> | <b>\$315,905,426</b> | <b>\$0</b> | <b>\$0</b>       |  |
| <b>Other Investments</b>                  |                      |                      |                      |                      |                      |                      |                      |            |                  |  |
| Treasury Notes                            | \$12,613,599         | \$12,516,556         | \$12,609,115         | \$7,715,942          | \$7,730,758          | \$6,466,011          | \$6,439,380          | \$0        | \$0              |  |
| CMO's                                     | \$169,881            | \$2,327,632          | \$2,307,161          | \$6,543,452          | \$6,468,000          | \$6,496,647          | \$6,284,588          | \$0        | \$0              |  |
| Agency Securities (B)                     | \$136,520,231        | \$172,116,774        | \$168,985,783        | \$140,810,085        | \$137,937,569        | \$133,126,415        | \$128,420,807        | \$0        | \$0              |  |
| Mortgaged Backed Securities               | \$30,239,908         | \$28,644,271         | \$28,194,137         | \$26,618,672         | \$26,106,880         | \$25,204,958         | \$24,511,869         | \$0        | \$0              |  |
| Equity Securities (C)                     | \$10,253,805         | \$5,666,168          | \$10,590,731         | \$5,666,168          | \$11,104,665         | \$5,666,168          | \$10,922,595         | \$0        | \$0              |  |
| Bond Mutual Funds                         | \$43,841,262         | \$46,697,531         | \$43,899,237         | \$46,697,531         | \$44,092,490         | \$46,697,531         | \$43,694,390         | \$0        | \$0              |  |
| Mutual Funds                              | \$53,956,268         | \$53,219,566         | \$58,023,842         | \$146,807,203        | \$148,565,784        | \$149,286,031        | \$148,832,811        | \$0        | \$0              |  |
| Municipal Bonds (E)                       | \$92,115,764         | \$103,902,735        | \$101,013,393        | \$98,346,883         | \$94,938,285         | \$101,867,501        | \$97,302,588         | \$0        | \$0              |  |
| Corporate Bonds (D)                       | \$147,983,842        | \$195,778,051        | \$195,342,247        | \$159,238,307        | \$157,465,765        | \$165,851,544        | \$160,056,301        | \$0        | \$0              |  |
| <b>Total Other</b>                        | <b>\$527,694,560</b> | <b>\$620,869,284</b> | <b>\$620,965,646</b> | <b>\$638,444,243</b> | <b>\$634,410,196</b> | <b>\$640,662,806</b> | <b>\$626,465,329</b> | <b>\$0</b> | <b>\$0</b>       |  |
| <b>Grand Total</b>                        | <b>\$815,087,569</b> | <b>\$915,250,360</b> | <b>\$915,346,722</b> | <b>\$960,065,771</b> | <b>\$956,031,724</b> | <b>\$956,568,234</b> | <b>\$942,370,755</b> | <b>\$0</b> | <b>\$0</b>       |  |
| <b>LSU Paid Campuses</b>                  |                      |                      |                      |                      |                      |                      |                      |            |                  |  |
| <b>Current Funds</b>                      |                      |                      |                      |                      |                      |                      |                      |            |                  |  |
| Cash/Sweeps                               | \$101,409,479        | \$129,882,723        | \$129,882,723        | \$130,979,944        | \$130,979,944        | \$139,603,590        | \$139,603,590        | \$0        | \$0              |  |
| Money Market Accounts/Repos (A)           | \$24                 | \$7,174,014          | \$7,174,014          | \$6,263,799          | \$6,263,799          | \$2,582,330          | \$2,582,330          | \$0        | \$0              |  |
| Certificates of Deposit                   | \$100,225            | \$100,225            | \$100,225            | \$100,237            | \$100,237            | \$100,237            | \$100,237            | \$0        | \$0              |  |
| Treasury Notes                            | \$11,614,639         | \$11,516,556         | \$11,609,785         | \$5,981,106          | \$5,997,580          | \$5,981,106          | \$5,955,078          | \$0        | \$0              |  |
| CMO's                                     | \$169,881            | \$2,327,632          | \$2,307,161          | \$6,543,452          | \$6,468,000          | \$6,496,647          | \$6,284,588          | \$0        | \$0              |  |
| Agency Securities (B)                     | \$123,649,583        | \$161,499,951        | \$158,574,725        | \$132,085,828        | \$129,322,071        | \$124,922,679        | \$120,407,427        | \$0        | \$0              |  |
| Mortgaged Backed Securities               | \$28,799,935         | \$27,531,509         | \$27,100,864         | \$23,516,869         | \$23,050,666         | \$22,308,631         | \$21,693,160         | \$0        | \$0              |  |
| Equity Securities (C)                     | \$84,239             | \$0                  | \$79,661             | \$0                  | \$77,533             | \$0                  | \$70,258             | \$0        | \$0              |  |
| Bond Mutual Funds                         | \$43,841,262         | \$46,697,531         | \$43,899,237         | \$46,697,531         | \$44,092,490         | \$46,697,531         | \$43,694,390         | \$0        | \$0              |  |
| Municipal Bonds (E)                       | \$73,883,074         | \$83,577,411         | \$80,788,233         | \$76,573,431         | \$73,384,735         | \$79,658,667         | \$75,430,670         | \$0        | \$0              |  |
| Corporate Bonds (D)                       | \$139,989,782        | \$187,661,619        | \$187,370,524        | \$150,866,032        | \$149,060,025        | \$156,270,276        | \$150,680,203        | \$0        | \$0              |  |
| US Gov Related Securities                 | \$0                  | \$0                  | \$0                  | \$0                  | \$0                  | \$0                  | \$0                  | \$0        | \$0              |  |
| <b>Total</b>                              | <b>\$523,542,123</b> | <b>\$657,969,171</b> | <b>\$648,887,152</b> | <b>\$579,608,229</b> | <b>\$568,797,080</b> | <b>\$584,621,694</b> | <b>\$566,501,931</b> | <b>\$0</b> | <b>\$0</b>       |  |
| <b>Endowment Funds</b>                    |                      |                      |                      |                      |                      |                      |                      |            |                  |  |
| Money Market Accounts/Repos (A)           | \$175                | \$3,659,076          | \$3,659,076          | \$668,995            | \$668,995            | \$407,302            | \$407,302            | \$0        | \$0              |  |
| Certificates of Deposit                   | \$18,600             | \$18,600             | \$18,600             | \$18,600             | \$18,600             | \$18,600             | \$18,600             | \$0        | \$0              |  |
| Agency Securities (B)                     | \$5,930,359          | \$4,168,505          | \$3,971,834          | \$3,029,175          | \$2,951,815          | \$2,509,075          | \$2,394,365          | \$0        | \$0              |  |
| Mortgaged Backed Securities               | \$998,929            | \$780,920            | \$769,452            | \$2,830,592          | \$2,791,199          | \$2,645,919          | \$2,575,098          | \$0        | \$0              |  |
| Equity Securities (C)                     | \$9,754,139          | \$5,658,518          | \$10,089,628         | \$5,658,518          | \$10,596,755         | \$5,658,518          | \$10,467,799         | \$0        | \$0              |  |
| Municipal Bonds                           | \$2,287,741          | \$2,789,725          | \$2,777,143          | \$3,275,153          | \$3,241,436          | \$3,254,999          | \$3,178,023          | \$0        | \$0              |  |
| Corporate Bonds (D)                       | \$6,736,080          | \$6,852,795          | \$6,707,128          | \$8,120,150          | \$8,153,865          | \$9,329,143          | \$9,123,910          | \$0        | \$0              |  |
| US Gov Related Securities                 | \$0                  | \$0                  | \$0                  | \$0                  | \$0                  | \$0                  | \$0                  | \$0        | \$0              |  |
| <b>Total</b>                              | <b>\$25,726,023</b>  | <b>\$23,928,139</b>  | <b>\$27,992,861</b>  | <b>\$23,601,183</b>  | <b>\$28,422,665</b>  | <b>\$23,823,556</b>  | <b>\$28,165,097</b>  | <b>\$0</b> | <b>\$0</b>       |  |
| <b>Other Funds</b>                        |                      |                      |                      |                      |                      |                      |                      |            |                  |  |
| Cash/Sweeps                               | \$286,025            | \$0                  | \$0                  | \$0                  | \$0                  | \$0                  | \$0                  | \$0        | \$0              |  |
| Money Market Accounts/Repos (A)           | \$35,401,325         | \$9,925,778          | \$9,925,778          | \$14,887,455         | \$14,887,455         | \$5,911,617          | \$5,911,617          | \$0        | \$0              |  |
| Agency Securities (B)                     | \$866,895            | \$839,273            | \$865,976            | \$839,273            | \$858,985            | \$839,273            | \$844,469            | \$0        | \$0              |  |
| <b>Total</b>                              | <b>\$36,554,245</b>  | <b>\$10,765,051</b>  | <b>\$10,791,754</b>  | <b>\$15,726,728</b>  | <b>\$15,746,440</b>  | <b>\$6,750,890</b>   | <b>\$6,756,086</b>   | <b>\$0</b> | <b>\$0</b>       |  |
| <b>Grand Total</b>                        | <b>\$585,822,391</b> | <b>\$692,662,361</b> | <b>\$687,671,767</b> | <b>\$618,936,140</b> | <b>\$612,966,185</b> | <b>\$615,196,140</b> | <b>\$601,423,114</b> | <b>\$0</b> | <b>\$0</b>       |  |

**LSU**  
**Investment Summary**  
**For the Quarter Ended March 31, 2018**

| Fund Description                | As of 7/1/2017       | As of 9/30/2017      |                      | As of 12/31/2017     |                      | As of 3/31/2018      |                      | As of 06/30/2018 |              |
|---------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|------------------|--------------|
|                                 | Value                | Cost                 | Market Value         | Cost                 | Market Value         | Cost                 | Market Value         | Cost             | Market Value |
| <b>LSU Health Shreveport</b>    |                      |                      |                      |                      |                      |                      |                      |                  |              |
| <b>Current Funds</b>            |                      |                      |                      |                      |                      |                      |                      |                  |              |
| Cash/Sweeps S.                  | \$57,669,013         | \$53,477,458         | \$53,477,458         | \$67,313,752         | \$67,313,752         | \$67,712,559         | \$67,712,559         |                  |              |
| <b>Cash/Sweeps</b>              | <b>\$57,669,013</b>  | <b>\$53,477,458</b>  | <b>\$53,477,458</b>  | <b>\$67,313,752</b>  | <b>\$67,313,752</b>  | <b>\$67,712,559</b>  | <b>\$67,712,559</b>  | <b>\$0</b>       | <b>\$0</b>   |
| Money Market Accounts/Repos (A) | \$118                | \$6                  | \$6                  | \$17                 | \$17                 | \$65                 | \$65                 |                  |              |
| Treasury Notes (B)              | \$998,960            | \$1,000,000          | \$999,330            | \$1,734,836          | \$1,733,178          | \$484,905            | \$484,302            |                  |              |
| Agency Securities (B)           | \$6,073,394          | \$5,609,045          | \$5,573,248          | \$4,855,809          | \$4,804,698          | \$4,855,388          | \$4,774,546          |                  |              |
| Mortgaged Backed Securities (B) | \$441,044            | \$331,842            | \$323,821            | \$271,211            | \$265,015            | \$250,408            | \$243,611            |                  |              |
| Municipal Bonds (E)             | \$15,944,949         | \$17,535,599         | \$17,448,017         | \$18,498,299         | \$18,312,114         | \$18,953,835         | \$18,693,895         |                  |              |
| Corporate Bonds (D)             | \$1,257,980          | \$1,263,637          | \$1,264,595          | \$252,125            | \$251,875            | \$252,125            | \$252,188            |                  |              |
| <b>Total</b>                    | <b>\$82,385,458</b>  | <b>\$79,217,587</b>  | <b>\$79,086,475</b>  | <b>\$92,926,049</b>  | <b>\$92,680,649</b>  | <b>\$92,509,285</b>  | <b>\$92,161,166</b>  | <b>\$0</b>       | <b>\$0</b>   |
| <b>Endowment Funds</b>          |                      |                      |                      |                      |                      |                      |                      |                  |              |
| Cash/Sweeps                     | \$6,883,023          | \$6,880,687          | \$6,880,687          | \$8,429,003          | \$8,429,003          | \$8,723,520          | \$8,723,520          |                  |              |
| Equity Securities (C)           | \$15,006             | \$7,650              | \$14,821             | \$7,650              | \$15,523             | \$7,650              | \$14,472             |                  |              |
| Mutual Funds                    | \$53,956,268         | \$50,429,841         | \$55,246,699         | \$48,460,320         | \$53,627,499         | \$47,418,530         | \$51,530,223         |                  |              |
| <b>Total</b>                    | <b>\$60,854,297</b>  | <b>\$57,318,178</b>  | <b>\$62,142,207</b>  | <b>\$56,896,973</b>  | <b>\$62,072,025</b>  | <b>\$56,149,700</b>  | <b>\$60,268,215</b>  | <b>\$0</b>       | <b>\$0</b>   |
| <b>Grand Total</b>              | <b>\$143,239,755</b> | <b>\$136,535,765</b> | <b>\$141,228,682</b> | <b>\$149,823,022</b> | <b>\$154,752,674</b> | <b>\$148,658,985</b> | <b>\$152,429,381</b> | <b>\$0</b>       | <b>\$0</b>   |
| <b>LSU HCSD</b>                 |                      |                      |                      |                      |                      |                      |                      |                  |              |
| <b>Current Funds</b>            |                      |                      |                      |                      |                      |                      |                      |                  |              |
| Cash/Sweeps                     | \$72,234,882         | \$71,049,717         | \$71,049,717         | \$80,382,971         | \$80,382,971         | \$78,090,222         | \$78,090,222         |                  |              |
| <b>Total</b>                    | <b>\$72,234,882</b>  | <b>\$71,049,717</b>  | <b>\$71,049,717</b>  | <b>\$80,382,971</b>  | <b>\$80,382,971</b>  | <b>\$78,090,222</b>  | <b>\$78,090,222</b>  | <b>\$0</b>       | <b>\$0</b>   |
| <b>Other Funds</b>              |                      |                      |                      |                      |                      |                      |                      |                  |              |
| Cash/Sweeps                     | \$4,879,243          | \$3,684,891          | \$3,684,891          | \$4,029,716          | \$4,029,716          | \$4,183,308          | \$4,183,308          |                  |              |
| Money Market Accounts/Repos (A) | \$8,504,473          | \$8,525,204          | \$8,525,204          | \$8,545,270          | \$8,545,270          | \$8,571,343          | \$8,571,343          |                  |              |
| Equity Securities (C)           | \$400,421            | \$406,621            | \$406,621            | \$414,854            | \$414,854            | \$370,066            | \$370,066            |                  |              |
| US Gov Related Securities       | \$6,404              | \$2,697              | \$2,697              | \$1,769              | \$1,769              | \$733                | \$733                |                  |              |
| <b>Total</b>                    | <b>\$13,790,541</b>  | <b>\$12,212,792</b>  | <b>\$12,619,413</b>  | <b>\$12,576,755</b>  | <b>\$12,991,609</b>  | <b>\$12,755,384</b>  | <b>\$13,125,450</b>  | <b>\$0</b>       | <b>\$0</b>   |
| <b>Grand Total</b>              | <b>\$86,025,423</b>  | <b>\$83,262,509</b>  | <b>\$83,669,130</b>  | <b>\$92,959,726</b>  | <b>\$93,374,580</b>  | <b>\$90,845,606</b>  | <b>\$91,215,672</b>  | <b>\$0</b>       | <b>\$0</b>   |
| <b>System Total</b>             | <b>\$815,087,569</b> | <b>\$912,460,635</b> | <b>\$912,569,579</b> | <b>\$861,718,888</b> | <b>\$861,093,439</b> | <b>\$854,700,731</b> | <b>\$845,068,167</b> | <b>\$0</b>       | <b>\$0</b>   |

\* Negative balance in the cash/Sweeps section of the current funds does not represent an actual negative bank balance, rather it represents a timing difference of the allocation of the current funds.

\*\* Small endowment funds at LSUS were moved to the LSUS Foundation to accommodate Workday.

\*\*\* LSU Paid Campuses include the following: LSU, LSU Ag Center, LSUA, LSUE, LSUS, and the Pennington Biomedical Research Center.

**BENCHMARK NOTES (Example Only)**

(A) Benchmarked against 90 day T-Bill

(B) Benchmarked against Barclay's US Agg Bond TR USD

(C) US equities benchmarked against Russell 3000 and international against MSCI emerging markets

(D) Benchmarked against XYZ

(E) Benchmarked against XYZ

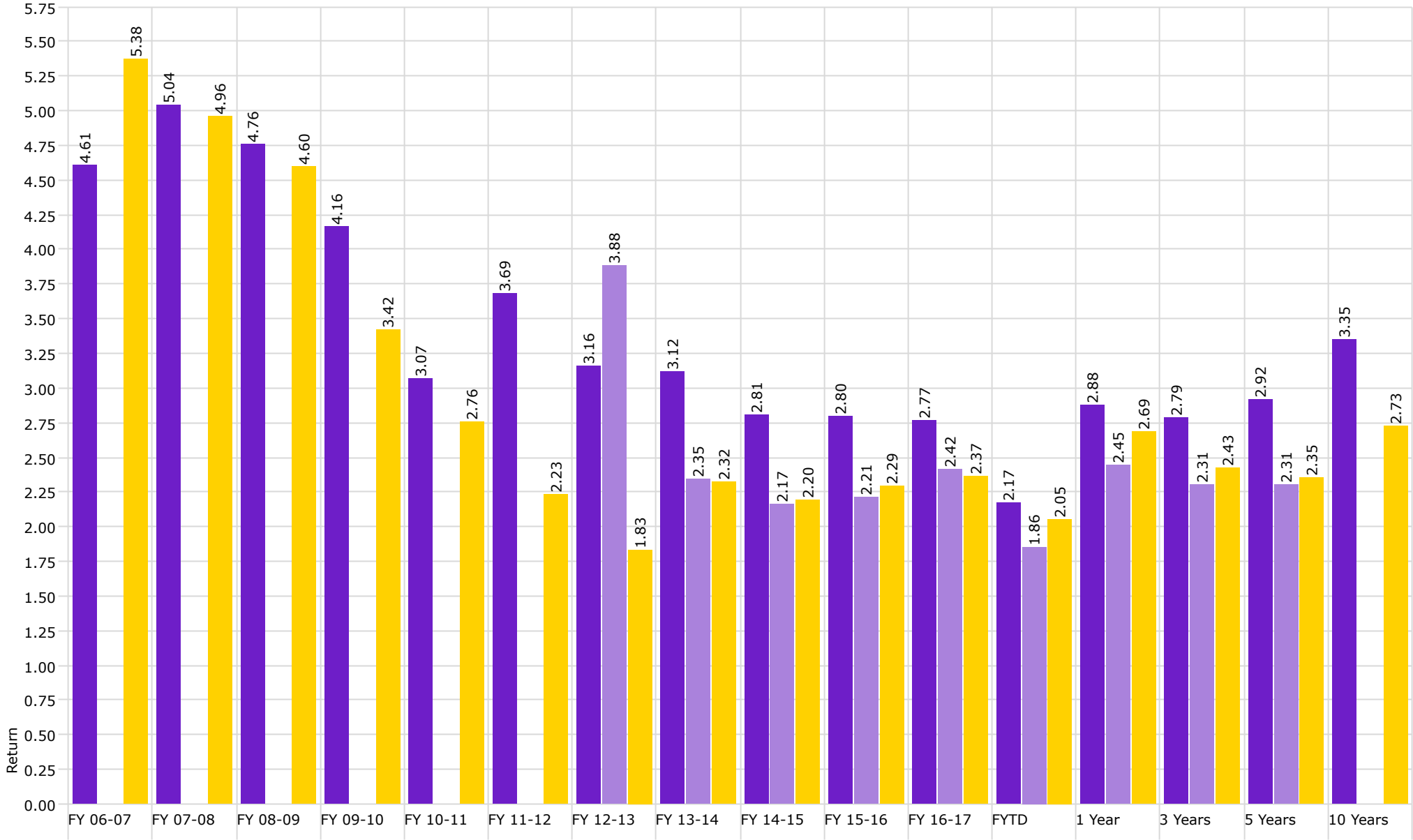
Disclaimer: Pursuant to PM-9, corporate bonds/notes only available for investment beginning 7-1-2011. Louisiana law provides for restrictions on maturity and allocation and may effect benchmark comparisons.





# Investment Management Program Non Endowed Accounts **Realized Yield**

As of 3/31/2018



■ Non Endowed

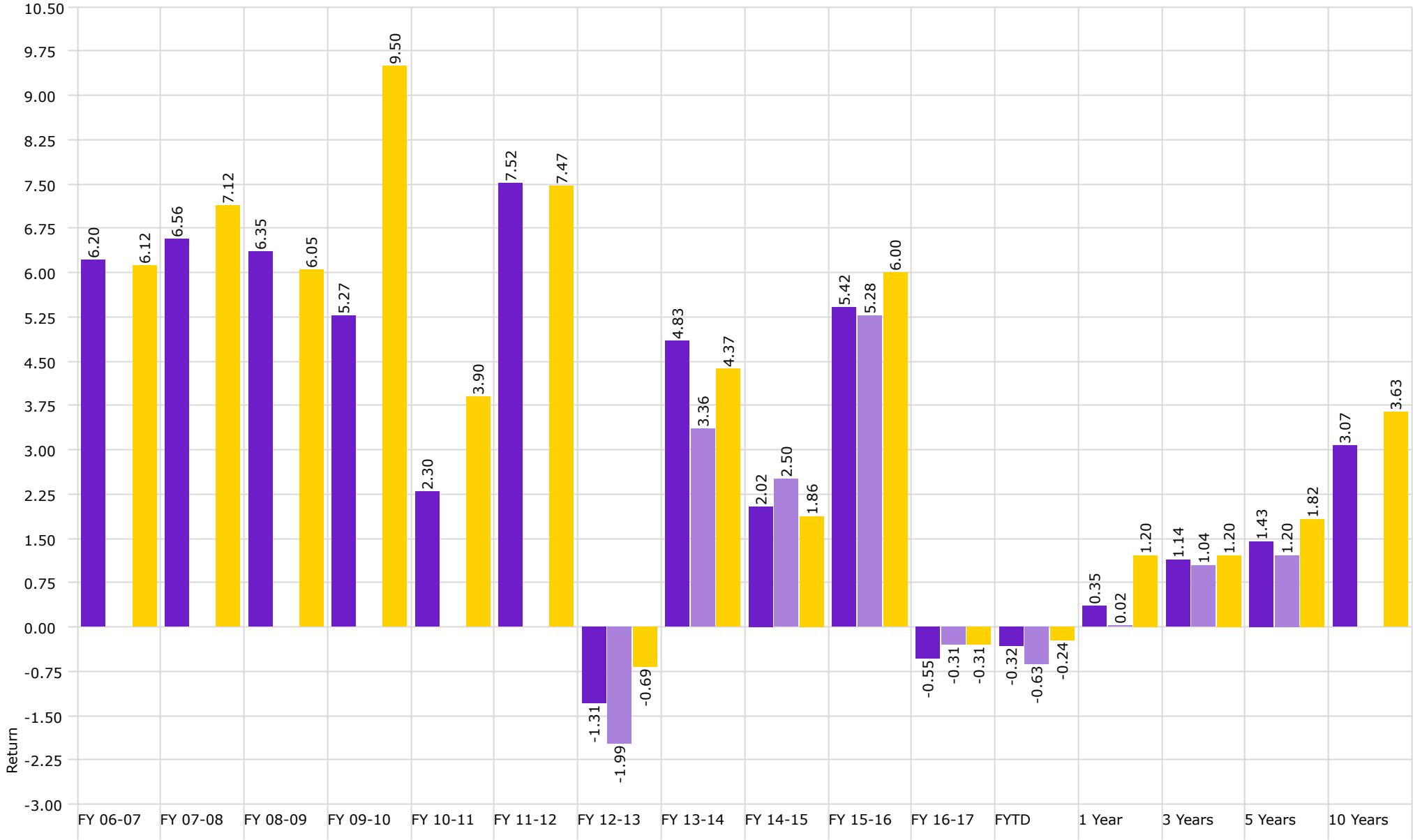
■ Health Plan

■ Barclays Aggregate Bond Index



# Investment Management Program Non Endowed Accounts **Total Return**

As of 3/31/2018



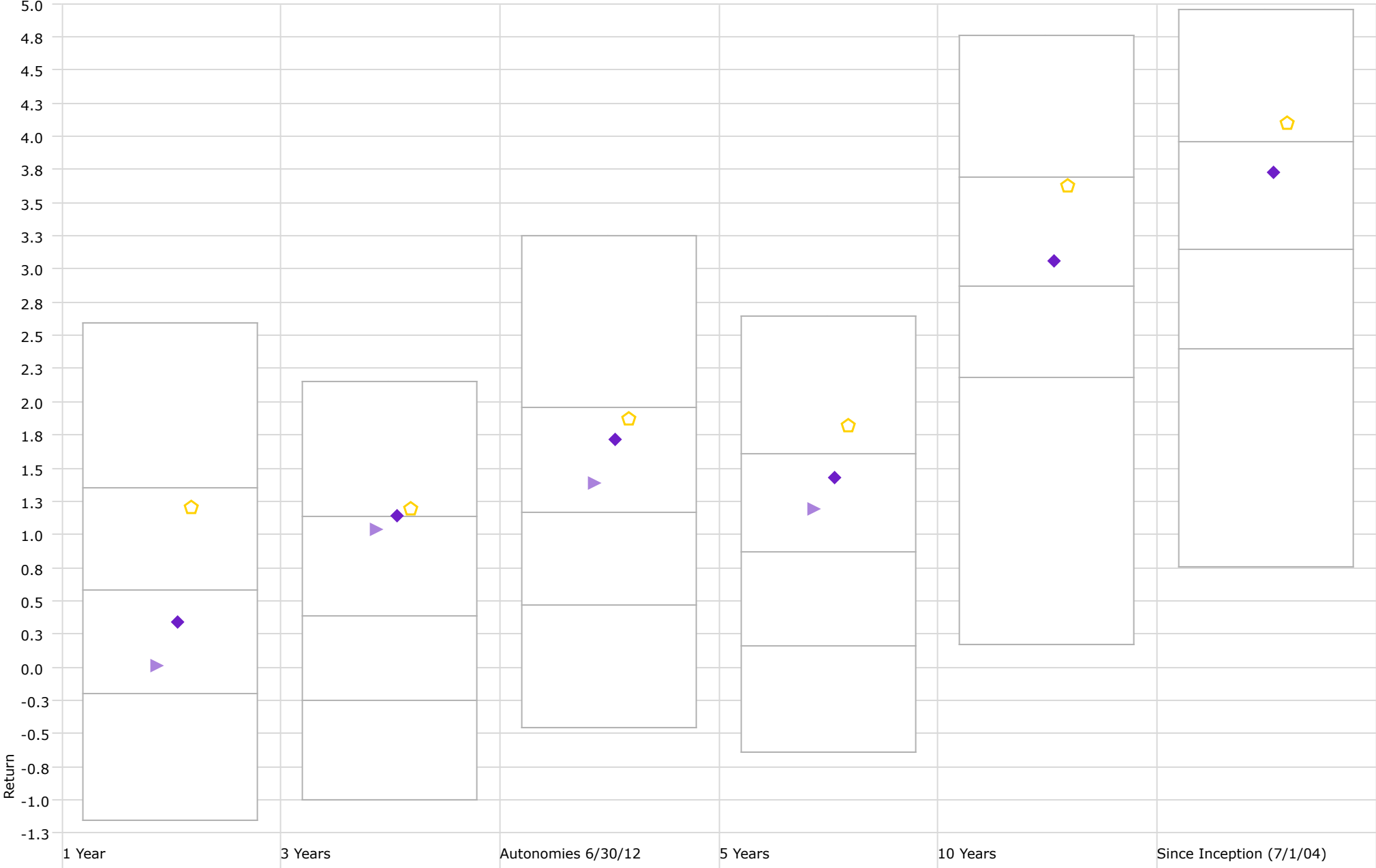
■ Non Endowed

■ Health Plan

■ Barclays Aggregate Bond Index

# Performance Relative to Peer Group (Total Return)

Peer Group (5-95%): All Managed Investments - U.S. - Intermediate-Term Bond



◆ Non Endowed

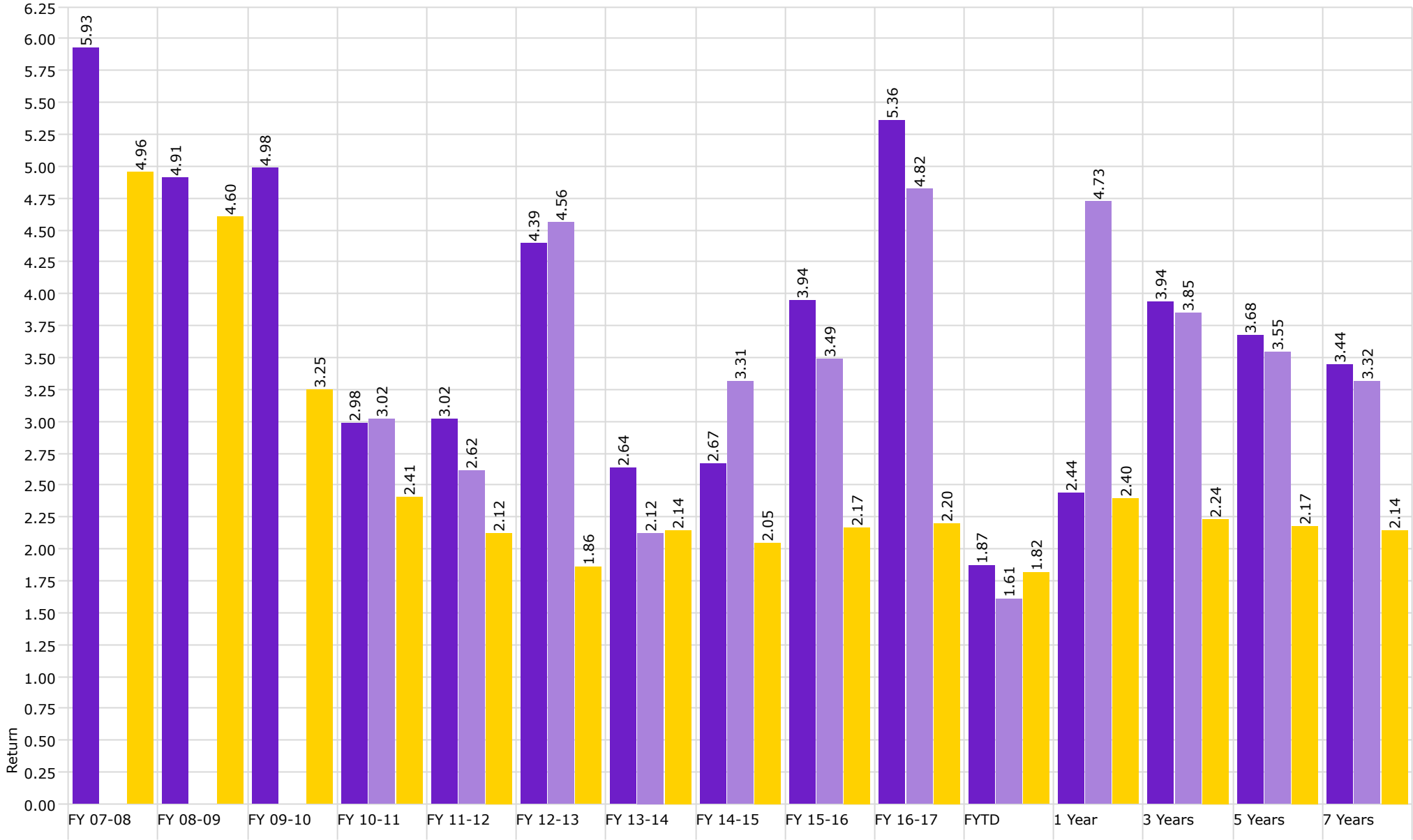
▶ Health Plan

⬠ Barclays Aggregate Bond Index



# Investment Management Program Endowed Accounts **Realized Yield**

As of 3/31/2018



Endowment

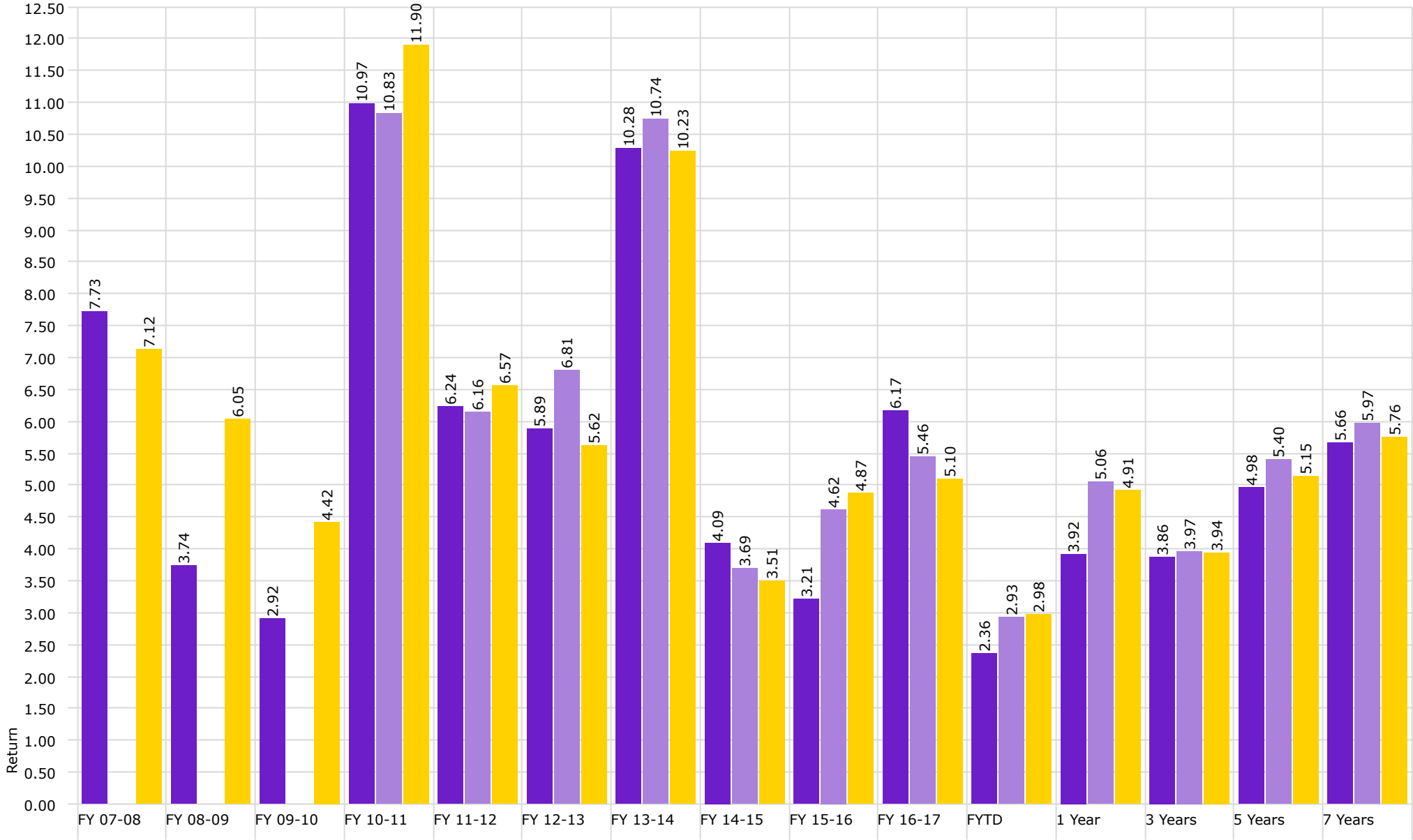
Osher

Endowed Benchmark



# Investment Management Program Endowed Accounts **Total Return**

As of 3/31/2018



Endowment

Osher

Endowed Benchmark

FY 2017-18 3<sup>rd</sup> Quarter Consolidated Report on  
Personnel Actions Not Requiring Board Approval  
in accordance with the  
Regulations of the Board of Supervisors

May 4, 2018

**Personnel Actions Information Report**  
**Reporting Period: January 1, 2018 - March 31, 2018**

| <b>LSU</b>              |                       |                      |                                      |                            |  |
|-------------------------|-----------------------|----------------------|--------------------------------------|----------------------------|--|
| <b>Leave of Absence</b> |                       |                      |                                      |                            |  |
| <b>Name</b>             | <b>Effective Date</b> | <b>Academic rank</b> | <b>Last day of Leave - Estimated</b> | <b>Transaction</b>         |  |
| Naraghi-Pour, Morteza   | 1/15/2018             | Professor            | 5/14/2018                            | Sabbatical Leave Half AY   |  |
| Kam, Seung              | 1/15/2018             | Professor            | 5/14/2018                            | Sabbatical Leave Half AY   |  |
| Choate, Laura           | 1/15/2018             | Professor            | 5/14/2018                            | Sabbatical Leave Half AY   |  |
| Fasching-Varner, Kenny  | 1/15/2018             | Associate Professor  | 5/14/2018                            | Sabbatical Leave Half AY   |  |
| Kosma, Maria            | 1/15/2018             | Associate Professor  | 5/14/2018                            | Sabbatical Leave Half AY   |  |
| Costello, Brannon       | 1/15/2018             | Associate Professor  | 5/14/2018                            | Sabbatical Leave Half AY   |  |
| Anselmo, Frank          | 1/15/2018             | Associate Professor  | 5/14/2018                            | Sabbatical Leave Half AY   |  |
| Mathewson, Kent         | 1/15/2018             | Professor            | 5/14/2018                            | Sabbatical Leave Half AY   |  |
| McKillop, Heather       | 1/15/2018             | Professor            | 5/14/2018                            | Sabbatical Leave Half AY   |  |
| Bazayev, Inessa         | 1/15/2018             | Associate Professor  | 5/14/2018                            | Sabbatical Leave Half AY   |  |
| Brown, Jeremy           | 1/15/2018             | Associate Professor  | 5/14/2018                            | Sabbatical Leave Half AY   |  |
| Smith, Aaron            | 1/15/2018             | Associate Professor  | 5/14/2018                            | Sabbatical Leave Half AY   |  |
| Macnaughtan, Megan      | 1/15/2018             | Associate Professor  | 5/14/2018                            | Sabbatical Leave Half AY   |  |
| Walker, Shawn           | 1/15/2018             | Associate Professor  | 5/14/2018                            | Sabbatical Leave Half AY   |  |
| Dowling, Jonathan       | 1/15/2018             | Professor            | 5/14/2018                            | Sabbatical Leave Half AY   |  |
| Singh, Parampreet       | 1/15/2018             | Associate Professor  | 5/14/2018                            | Sabbatical Leave Half AY   |  |
| Coyle, Erin             | 1/15/2018             | Associate Professor  | 5/14/2018                            | Sabbatical Leave Half AY   |  |
| Lonegrass, Melissa      | 1/15/2018             | Professor            | 5/14/2018                            | Sabbatical Leave Half AY   |  |
| Tyson, Christopher      | 1/1/2018              | Professor            | 12/31/2019                           | Academic Leave Without Pay |  |

| <b>Personnel Transactions</b> |                       |                                 |                      |                    |                   |                 |                        |
|-------------------------------|-----------------------|---------------------------------|----------------------|--------------------|-------------------|-----------------|------------------------|
| <b>Name</b>                   | <b>Effective Date</b> | <b>Title</b>                    | <b>Tenure Status</b> | <b>Prev Salary</b> | <b>New Salary</b> | <b>% Change</b> | <b>Transaction</b>     |
| Thackaberry, Alexandra        | 1/29/2018             | Associate Vice Provost          | N/A                  | N/A                | \$170,000         |                 | New Hire               |
| Viloria, Victoria             | 2/15/2018             | Assistant Coach                 | N/A                  | N/A                | \$125,000         |                 | New Hire               |
| Marucci, Jacob                | 2/1/2018              | Assistant Director of Athletics | N/A                  | \$130,000          | \$186,000         | 43%             | Equity adjustment      |
| Brylinski, Michal             | 1/1/2018              | Associate Professor             | Tenured              | \$83,088           | \$88,912          | 7%              | Promotion within track |
| Favaro da Cunha, Anderson     | 1/1/2018              | Professor                       | Tenured              | \$142,937          | \$153,054         | 7%              | Promotion within track |
| Pinto, Carlos                 | 1/1/2018              | Professor                       | Tenured              | \$141,831          | \$151,904         | 7%              | Promotion within track |

| <b>LSU at Shreveport</b> |                       |                  |                    |                   |                 |   |  |
|--------------------------|-----------------------|------------------|--------------------|-------------------|-----------------|---|--|
| <b>Name</b>              | <b>Effective Date</b> | <b>Title</b>     | <b>Prev Salary</b> | <b>New Salary</b> | <b>% Change</b> | <b>Transaction</b>                        |  |
| Nolley, Kenneth          | 3/1/2018              | Bursar/Treasurer | \$59,720           | \$65,000          | 9%              | Compensation Change - Expansion of Duties |  |

| <b>LSU AgCenter</b> |                       |   |                    |                   |                       |                                   |  |
|---------------------|-----------------------|---|--------------------|-------------------|-----------------------|-----------------------------------|--|
| <b>Name</b>         | <b>Effective Date</b> | <b>Title</b>  | <b>Prev Salary</b> | <b>New Salary</b> | <b>Allowance Plan</b> | <b>Transaction</b>                |  |
| Richardson, William | 1/1/2018              | VP for Agriculture & Dean of the College of Agriculture | \$325,600          | \$325,600         | \$24,000              | Add Administrative Allowance Plan |  |

| <b>LSUHSC-New Orleans</b>    |                       |  |  |                    |                   |                     |                     |
|------------------------------|-----------------------|--|--|--------------------|-------------------|---------------------|---------------------|
| <b>Name</b>                  | <b>Effective Date</b> | <b>Academic Rank</b>                               | <b>Title</b>   | <b>Prev Salary</b> | <b>New Salary</b> | <b>% Net Change</b> | <b>Transaction</b>  |
| Adorno,Marie M.              | 3/1/2018              | Instructor   | Assistant Director of the Doctor of Nursing Science Program  | N/A                | N/A               | N/A                 | Initial Appointment |
| Amedee,Angela Martin         | 2/1/2018              | Assoc Dean of Major Academic Area/Professor        | Marilyn L. Zimny, Ph.D. Professorship in Graduate Studies  | N/A                | N/A               | N/A                 | Joint Appointment   |
| Armbruster,Paul C            | 1/1/2018              | Department Head/Chairman/Professor                 | Bernhard M. Schwaninger Professorship in Orthodontics<br>Hank Helmer Directional Drilling Professorship in | N/A                | N/A               | N/A                 | Initial Appointment |
| Bruggers,Karen Jean          | 1/1/2018              | Department Head/Chairman/Assistant Professor       | Prosthodontics   | N/A                | N/A               | N/A                 | Initial Appointment |
| Esquivel,Jonathan Xavier     | 1/1/2018              | Assistant Professor                                | Brasseler USA Professorship in Prosthodontics  | N/A                | N/A               | N/A                 | Initial Appointment |
| Figueroa II,Julio Enrique    | 3/15/2018             | Chief of Medical Academic Area/Professor           | Harry E. Dascomb Professorship   | N/A                | N/A               | N/A                 | Joint Appointment   |
| Himel,Van T.                 | 1/1/2018              | Department Head/Chairman/Professor                 | Johnson Foundation Professorship in Endodontics  | N/A                | N/A               | N/A                 | Initial Appointment |
| Somma,Jonathan D.            | 3/1/2018              | Associate Professor - Clinical                     | Pelayo Correa, MD Professorship in Clinical Pathology  | N/A                | N/A               | N/A                 | Initial Appointment |
| Springgate,Benjamin Franklin | 1/1/2018              | Chief of Medical Academic Area/Associate Professor | Section Chief of Community and Population Medicine   | N/A                | N/A               | N/A                 | Initial Appointment |

**LSUHSC-Shreveport**

| Name                   | Effective Date | Title                          | Prev Salary | New Salary | % Net Change | Transaction                        |
|------------------------|----------------|--------------------------------|-------------|------------|--------------|------------------------------------|
| Abreo,Kenneth D        | 1/1/2018       | PROFESSOR                      | \$162,567   | \$169,069  | 4%           | PAY Change in Pay Unclassified     |
| Arnold,Thomas C        | 1/1/2018       | DEPARTMENT HEAD/CHAIRMAN       | \$183,299   | \$190,631  | 4%           | PAY Change in Pay Unclassified     |
| Bahna,Sami L.          | 1/1/2018       | PROFESSOR                      | \$150,594   | \$156,618  | 4%           | PAY Change in Pay Unclassified     |
| Baliga,Radhakrishna    | 3/1/2018       | PROFESSOR                      | N/A         | \$138,000  | 100%         | HIR Appointment-Academic Rank Uncl |
| Barton,Richard S.      | 1/1/2018       | DEPARTMENT HEAD/CHAIRMAN       | \$175,000   | \$182,000  | 4%           | PAY Change in Pay Unclassified     |
| Bass III,Pat F.        | 1/1/2018       | DIRECTOR OF ACADEMIC AREA      | \$171,264   | \$178,115  | 4%           | PAY Change in Pay Unclassified     |
| Bocchini,Joseph A      | 1/1/2018       | DEPARTMENT HEAD/CHAIRMAN       | \$177,228   | \$184,318  | 4%           | PAY Change in Pay Unclassified     |
| Burton,Gary V          | 1/1/2018       | PROFESSOR                      | \$149,862   | \$155,856  | 4%           | PAY Change in Pay Unclassified     |
| Byrd,William A.        | 1/1/2018       | DEPARTMENT HEAD/CHAIRMAN       | \$175,000   | \$182,000  | 4%           | PAY Change in Pay Unclassified     |
| Cavell,Richard Mclavy  | 1/1/2018       | PROFESSOR - CLINICAL SPECIALIS | \$170,836   | \$177,669  | 4%           | PAY Change in Pay Unclassified     |
| D'agostino,Horacio R   | 1/1/2018       | DEPARTMENT HEAD/CHAIRMAN       | \$172,163   | \$179,049  | 4%           | PAY Change in Pay Unclassified     |
| Denny,Ronnie G         | 11/1/2017      | ASST DIRECTOR OF NON-ACADEMIC  | \$108,160   | \$138,160  | 28%          | PAY Sal Inc-Expan/Upgrade Duties   |
| Eggerstedt,Jane M      | 1/1/2018       | VICE CHANCELLOR FOR ACADEMIC A | \$250,000   | \$260,000  | 4%           | PAY Change in Pay Unclassified     |
| Fitz-Gerald,Mary Jo J. | 1/1/2018       | PROFESSOR - CLINICAL SPECIALIS | \$158,977   | \$165,337  | 4%           | PAY Change in Pay Unclassified     |
| Fox III,Charles J.     | 1/1/2018       | DEPARTMENT HEAD/CHAIRMAN       | \$176,800   | \$183,872  | 4%           | PAY Change in Pay Unclassified     |
| Gardner,Lawrence G.    | 1/1/2018       | PROFESSOR - CLINICAL SPECIALIS | \$152,880   | \$158,995  | 4%           | PAY Change in Pay Unclassified     |
| Ghali,Ghali E          | 1/1/2018       | CHANCELLOR                     | \$475,000   | \$494,000  | 4%           | PAY Change in Pay Unclassified     |
| Givler Jr.,Donald N    | 1/1/2018       | ASSOCIATE PROFESSOR - CLINICAL | \$148,265   | \$154,195  | 4%           | PAY Change in Pay Unclassified     |
| Goeders,Nicholas E     | 1/1/2018       | DEPARTMENT HEAD/CHAIRMAN       | \$217,379   | \$226,074  | 4%           | PAY Change in Pay Unclassified     |
| Gomelsky,Alexander     | 1/1/2018       | DEPARTMENT HEAD/CHAIRMAN       | \$200,000   | \$208,000  | 4%           | PAY Change in Pay Unclassified     |
| Gungor,Anil            | 1/1/2018       | PROFESSOR - CLINICAL SPECIALIS | \$161,907   | \$168,383  | 4%           | PAY Change in Pay Unclassified     |
| Harper,Michael B       | 1/1/2018       | DEPARTMENT HEAD/CHAIRMAN       | \$167,492   | \$174,192  | 4%           | PAY Change in Pay Unclassified     |
| Harris,Norman R.       | 1/1/2018       | DEPARTMENT HEAD/CHAIRMAN       | \$145,000   | \$150,800  | 4%           | PAY Change in Pay Unclassified     |
| Herrera,Guillermo A    | 1/1/2018       | DEPARTMENT HEAD/CHAIRMAN       | \$166,400   | \$173,056  | 4%           | PAY Change in Pay Unclassified     |
| Horton,Rita Y          | 1/1/2018       | DEPARTMENT HEAD/CHAIRMAN       | \$170,424   | \$177,241  | 4%           | PAY Change in Pay Unclassified     |
| Johnson,Lester Wayne   | 1/1/2018       | VICE CHANCELLOR FOR ACADEMIC A | \$144,410   | \$150,187  | 4%           | PAY Change in Pay Unclassified     |
| Kevil,Christopher G.   | 1/1/2018       | VICE CHANCELLOR FOR RESEARCH/C | \$250,000   | \$260,000  | 4%           | PAY Change in Pay Unclassified     |
| Koul,Hari K.           | 1/1/2018       | PROFESSOR                      | \$212,000   | \$220,480  | 4%           | PAY Change in Pay Unclassified     |
| Lewis,David F.         | 1/1/2018       | VICE CHANCELLOR CLIN AFFAIRS   | \$200,000   | \$208,000  | 4%           | PAY Change in Pay Unclassified     |
| Marion,Jay M.          | 1/1/2018       | ASSOCIATE DEAN OF MAJOR ACADEM | \$155,505   | \$161,725  | 4%           | PAY Change in Pay Unclassified     |
| Mata,John A            | 1/1/2018       | PROFESSOR - CLINICAL SPECIALIS | \$191,042   | \$198,683  | 4%           | PAY Change in Pay Unclassified     |
| McCarthy,Kevin J       | 1/1/2018       | DEPARTMENT HEAD/CHAIRMAN       | \$220,480   | \$229,299  | 4%           | PAY Change in Pay Unclassified     |
| McCathran,Charles E.   | 1/1/2018       | PROFESSOR - CLINICAL SPECIALIS | \$150,000   | \$156,000  | 4%           | PAY Change in Pay Unclassified     |
| McCulloch Jr.,Joseph M | 1/1/2018       | DEAN OF MAJOR ACADEMIC AREA    | \$150,195   | \$156,202  | 4%           | PAY Change in Pay Unclassified     |
| Miller,Deborah Hall    | 11/1/2017      | FISCAL COMPLIANCE OFFICER      | \$135,200   | \$165,200  | 22%          | PAY Sal Inc-Expan/Upgrade Duties   |
| Milligan,Shawn A       | 1/1/2018       | PROFESSOR - CLINICAL SPECIALIS | \$145,000   | \$150,800  | 4%           | PAY Change in Pay Unclassified     |
| Mills,Glenn M          | 1/1/2018       | DIRECTOR OF MEDICAL SERVICE AR | \$182,000   | \$189,280  | 4%           | PAY Change in Pay Unclassified     |
| Minagar,Alireza        | 1/1/2018       | DEPARTMENT HEAD/CHAIRMAN       | \$172,050   | \$178,932  | 4%           | PAY Change in Pay Unclassified     |
| Morandi,Massimo        | 1/1/2018       | PROFESSOR                      | \$156,000   | \$162,240  | 4%           | PAY Change in Pay Unclassified     |
| Nall,Linda             | 1/1/2018       | PROFESSOR - CLINICAL SPECIALIS | \$152,184   | \$158,272  | 4%           | PAY Change in Pay Unclassified     |
| Nanda,Anil             | 1/1/2018       | PROFESSOR                      | \$188,572   | \$196,115  | 4%           | PAY Change in Pay Unclassified     |
| Nathan,Cherie-Ann O.   | 1/1/2018       | DEPARTMENT HEAD/CHAIRMAN       | \$182,000   | \$189,280  | 4%           | PAY Change in Pay Unclassified     |
| O'Callaghan,Dennis J   | 1/1/2018       | DEPARTMENT HEAD/CHAIRMAN       | \$222,820   | \$231,733  | 4%           | PAY Change in Pay Unclassified     |
| Olmedo,Margaret L      | 1/1/2018       | ASSOCIATE PROFESSOR - CLINICAL | \$148,842   | \$154,795  | 4%           | PAY Change in Pay Unclassified     |
| Owings,John T.         | 1/1/2018       | DEPARTMENT HEAD/CHAIRMAN       | \$175,000   | \$182,000  | 4%           | PAY Change in Pay Unclassified     |
| Platt,Mark             | 1/1/2018       | ASSISTANT DEAN OF STUDENT AFFA | \$155,066   | \$161,269  | 4%           | PAY Change in Pay Unclassified     |
| Rao,Vyas R.            | 1/1/2018       | PROFESSOR - CLINICAL SPECIALIS | \$150,679   | \$156,706  | 4%           | PAY Change in Pay Unclassified     |
| Reddy,Pratap C         | 1/1/2018       | CHIEF OF MEDICAL SERVICE AREA  | \$177,866   | \$184,981  | 4%           | PAY Change in Pay Unclassified     |
| Richardson,Kathryn A   | 1/1/2018       | PROFESSOR - CLINICAL SPECIALIS | \$146,629   | \$152,494  | 4%           | PAY Change in Pay Unclassified     |
| Roerig,Sandra C        | 1/1/2018       | ASSOCIATE DEAN OF MAJOR ACADEM | \$200,000   | \$208,000  | 4%           | PAY Change in Pay Unclassified     |
| Sittig,Kevin M         | 1/1/2018       | PROFESSOR                      | \$208,000   | \$216,320  | 4%           | PAY Change in Pay Unclassified     |
| Weinberger,Paul M.     | 1/1/2018       | ASSOCIATE PROFESSOR            | \$145,000   | \$150,800  | 4%           | PAY Change in Pay Unclassified     |
| White,Robert K         | 3/1/2018       | PROFESSOR - CLINICAL SPECIALIS | N/A         | \$150,000  | 100%         | REH Appt- Acad Rank Uncl           |
| Willis,Brian K         | 1/1/2018       | DEPARTMENT HEAD/CHAIRMAN       | \$175,000   | \$182,000  | 4%           | PAY Change in Pay Unclassified     |
| Witt,Stephan N.        | 1/1/2018       | DEPARTMENT HEAD/CHAIRMAN       | \$220,624   | \$229,449  | 4%           | PAY Change in Pay Unclassified     |



| HCSD                        |                |                                |             |            |              |                                |
|-----------------------------|----------------|--------------------------------|-------------|------------|--------------|--------------------------------|
| Name                        | Effective Date | Title                          | Prev Salary | New Salary | % Net Change | Transaction                    |
| Buie,Lanette                | 1/1/2018       | CHIEF OPERATING OFFICER        | \$176,703   | \$180,237  | 2%           | PAY Change in Pay Unclassified |
| Couk,John D                 | 1/1/2018       | CHIEF OF MEDICAL SERVICE AREA  | \$334,750   | \$341,445  | 2%           | PAY Change in Pay Unclassified |
| Dixit,Deepak Shankar        | 1/1/2018       | PHYSICIAN                      | \$180,000   | \$183,600  | 2%           | PAY Change in Pay Unclassified |
| Fricke,Todd E               | 1/1/2018       | STAFF PHARMACIST               | \$128,587   | \$131,159  | 2%           | PAY Change in Pay Unclassified |
| Green,Rhonda Gayle          | 1/1/2018       | HOSPITAL ADMINISTRATOR         | \$165,436   | \$168,745  | 2%           | PAY Change in Pay Unclassified |
| Hookfin,Sherre Pack         | 1/1/2018       | DIRECTOR OF NON ACADEMIC OR SE | \$139,256   | \$142,041  | 2%           | PAY Change in Pay Unclassified |
| Jones,Jerry Wayne           | 1/1/2018       | DIRECTOR OF FACILITY PLANNING  | \$185,318   | \$189,024  | 2%           | PAY Change in Pay Unclassified |
| Kees,James M                | 1/1/2018       | CHIEF INFORMATION OFFICER      | \$146,754   | \$149,689  | 2%           | PAY Change in Pay Unclassified |
| Larson-Harris,Judy Kilcoyne | 1/1/2018       | NURSE ANESTHETIST              | \$197,508   | \$201,458  | 2%           | PAY Change in Pay Unclassified |
| Lavergne,Tiffiney Lynn      | 3/1/2018       | NURSE ANESTHETIST              | N/A         | \$161,160  | 100%         | HIR Appointment Unclassified   |
| Miller,Heather Littell      | 1/1/2018       | STAFF PHARMACIST               | \$123,600   | \$126,072  | 2%           | PAY Change in Pay Unclassified |
| Mustiful,Tashawn L          | 1/1/2018       | PHYSICIAN                      | \$160,000   | \$163,200  | 2%           | PAY Change in Pay Unclassified |
| Prather,Charles Clayton     | 1/1/2018       | NURSE ANESTHETIST              | \$158,000   | \$161,160  | 2%           | PAY Change in Pay Unclassified |
| Rehman,Matloob              | 1/1/2018       | DIRECTOR OF MEDICAL SERVICE AR | \$300,000   | \$306,000  | 2%           | PAY Change in Pay Unclassified |
| Robichaux,Mark              | 1/1/2018       | COMPROLLER                     | \$133,900   | \$136,578  | 2%           | PAY Change in Pay Unclassified |
| Saeed,Waddah M.             | 1/1/2018       | PHYSICIAN                      | \$210,000   | \$214,200  | 2%           | PAY Change in Pay Unclassified |
| Sheikh,Mohammed Asif        | 1/1/2018       | PHYSICIAN                      | \$227,951   | \$232,510  | 2%           | PAY Change in Pay Unclassified |
| Siler,Bobby Clinton         | 1/1/2018       | NURSE ANESTHETIST              | \$158,000   | \$161,160  | 2%           | PAY Change in Pay Unclassified |
| Silva Jr.,Frank A.          | 1/1/2018       | PROJECT MANAGER                | \$123,724   | \$126,198  | 2%           | PAY Change in Pay Unclassified |
| Thriffley Jr.,Alan V.       | 1/1/2018       | PROJECT MANAGER                | \$125,000   | \$127,500  | 2%           | PAY Change in Pay Unclassified |
| Townsend,Kathy G            | 1/1/2018       | DIRECTOR OF HUMAN RESOURCE MAN | \$151,274   | \$154,300  | 2%           | PAY Change in Pay Unclassified |
| Vonalmen,Bivin S            | 1/1/2018       | PHYSICIAN                      | \$202,919   | \$206,977  | 2%           | PAY Change in Pay Unclassified |
| Vuljoin,Mary C              | 1/1/2018       | DIRECTOR OF MEDICAL SERVICE AR | \$147,054   | \$149,995  | 2%           | PAY Change in Pay Unclassified |
| Walker Jr.,Carl D           | 1/1/2018       | CHIEF OF MEDICAL SERVICE AREA  | \$232,450   | \$237,099  | 2%           | PAY Change in Pay Unclassified |
| Wilbright,Wayne             | 1/1/2018       | CHIEF EXECUTIVE OFFICER        | \$355,000   | \$362,100  | 2%           | PAY Change in Pay Unclassified |