



**LSU Board of Supervisors**

**Thursday, June 22, 2017**

**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>

**COMMITTEE MEETINGS**

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

**Mr. James W. Moore, Chair**

1. Request from LSU A&M to Establish 2 Graduate Certificates
  - i. Graduate Certificate in Instructional Coaching in the College of Human Sciences & Education
  - ii. Graduate Certificate in Veterinary Medical and Biomedical Sciences
2. Request from LSU A&M to Establish the PhD in Biological Engineering
3. Request from LSU Eunice to Establish 2 Associate Degrees
  - i. Associate of Applied Science in Diagnostic Medical Sonography
  - ii. Associate of Applied Science in Surgical Technology
4. Recommendation to Establish Degree Conferral Dates for Online Degree Programs
5. CONSENT AGENDA
  - i. Request from LSU A&M to Change the Name of the School of Human Resource Education and Workforce Development to the School of Leadership and Human Resource Development

ii. Request from LSU A&M to Name 3 Facilities in Pleasant Hall

- Jimmy and Lillian Maurin Multi-Purpose Room
- Contractors Educational Trust Fund Conference Room
- Ann and Clarence Cazalot Lobby

**B. FINANCE, INFRASTRUCTURE, AND CORE DEVELOPMENT COMMITTEE**

**Mr. Ronald Anderson, Chair**

1. Request from LSU A&M to Approve a Cooperative Endeavor Agreement by and among LSU Research and Technology Foundation
2. Approval of FY 2017 Supplemental Appropriation and FY 2018 Appropriation
3. Recommendation to Approve Fees pursuant to the Authority Granted in HB 113 of the 2017 Legislative Session
4. Request from LSU A&M to Authorize the Board of Supervisors to Enter into a Contract with GB Sciences, Inc. to provide Extraction, Processing and Production of Medical Marijuana
5. CONSENT AGENDA
  - i. Request from LSU Health Science Center in Shreveport to Approve the FY 2018 Expenditure of Carroll W. Feist Legacy Funds for the Feist Weiller Cancer Center and to Make a Determination of Acceptable University Purposes

**C. PROPERTY AND FACILITIES COMMITTEE**

**Mr. Rolfe McCollister, Jr., Chair**

1. Request from LSU A&M for Approval to Transfer Property to New Schools for Baton Rouge
2. Request from LSUHSC-NO to Approve Agreements Related to the Construction and Operation of a Proton Therapy Center
3. Request from LSUHSC-NO to Approve Agreements with the University Medical Center Related to the Future Construction of a Medical Office Building



**LSU Board of Supervisors Meeting**

**Thursday, June 22, 2017  
~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 Minutes of Board Meeting of May 5, 2017
4. Oath of Office for New Board Members
5. Personnel Actions Requiring Board Approval
6. Reports from Staff Advisors and Faculty Advisors
7. President's Report
8. Reports to the Board
  - a. Facility Summary Reports
  - b. FY 2017 3<sup>rd</sup> Quarter Internal Audit Summary
9. Committee Reports
10. Ratification of Revised 2016-2017 Board of Supervisors Meeting Schedule
11. Consideration of Revisions to the LSU Board of Supervisors Scholarship Policy
12. Chairman's Report
13. Adjournment

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MINUTES  
REGULAR BOARD MEETING

May 5, 2017

1. Call to Order and Roll Call

Mr. Scott Ballard, Chair, called to order the Regular Meeting of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College in the University Administration Building, Baton Rouge, Louisiana, on May 5, 2017 at 1:15 p.m.

The secretary called the roll.

PRESENT

Mr. Scott Ballard Chairman	Mr. Stephen Perry Chairman-Elect
Ms. Ann Duplessis Past Chairman	Mr. Ronnie Anderson
Mr. Glenn Armentor	Mr. Scott A. Angelle
Mr. Stanley J. Jacobs	Mr. R. Blake Chatelain
Mr. Rolfe McCollister	Ms. Valencia Sarpy Jones
Mr. James W. Moore	Mr. Jim McCreary
Mr. Robert "Bobby" Yarborough	Mr. James M. Williams
	Mr. Zachary Faircloth

ABSENT

Mr. Lee Mallett

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 no public comments to be made at the May 5, 2017 Regular Board Meeting.

2. Invocation and Pledge of Allegiance

Chairman Ballard recognized Dr. Larry Clark, LSUS Chancellor. Dr. Clark introduced the two students addressing the Board.

Ms. Naomi Varuso gave the Invocation. Mr. Chris O'Beirne led the Pledge of Allegiance.

Dr. Brian Salvatore, Professor and Chair of the Department of Chemistry and Physics presented to the Board.

Motion & Presentation to Approve the Academic and Student Affairs, Achievement and Distinction Committee item A5. "Request from LSU A&M to Name the African American Cultural Center the Clarence L. Barney, Jr. African American Cultural Center."

A motion was made by Mr. Williams, seconded by Ms. Duplessis, to approve the Academic and Student Affairs, Achievement and Distinction Committee item A5. "Request from LSU A&M to Name the African American Cultural Center the Clarence L. Barney, Jr. African American Cultural

Center.” The Board voted unanimously to approve the resolution. A presentation was made by Mr. Williams about Former Board Member Mr. Clarence L. Barney, Jr. and several individuals spoke in support of the resolution including Mr. Clarence L. Barney, Jr.’s son Mr. Shawn Barney. Mr. Clarence L Barney, Jr.’s wife Mrs. Mary Potter Barney was also in attendance to support the resolution.

3. Approval of the Minutes of the Board Meeting held on March 17, 2017

Upon motion of Ms. Duplessis, seconded by Mr. Yarborough, the Board voted unanimously to approve the Minutes of the Regular Board Meeting held on March 17, 2017.

4. Personnel Actions Requiring Board Approval

Mr. Scott Ballard, Board Chair, requested approval of the Personnel Actions.

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

5. Reports from Staff Advisors and Faculty Advisors

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

6. President’s Report

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

Dr. Alexander provided the State Higher Education Executive Officers Association annual report on total educational revenue per FTE.

Dr. Alexander provided an update on federal funding.

Dr. Alexander presented the National Student Clearinghouse Research Center data on 6-year graduation rates by race and ethnicity. LSU beats the national average in all categories.

Dr. Alexander, recognized:

LSU Gymnastics Head Coach D.D. Breaux, for an update on the Gymnastics’ season.

LSUA Head Men’s Basketball Coach Larry Cordaro, for an update on the Men’s Basketball season.

Dr. Bill Richardson, VP for Agriculture & Dean of College of Agriculture, for an update on therapeutic marijuana cultivation at AgCenter and on the plans for a public-private partnership for wetland restoration research, teaching, and demonstration.

Dr. Larry Hollier, Chancellor of LSUHSC-NO and Chief Health Affairs Officer, for an update on the Louisiana Proton Therapy Center to be housed within the University Medical Center. Dr. Hollier also introduced John Harman, the new Vice Chancellor for Administration and Finance.

7. Reports to the Board

- a. FY17 3rd Quarter Consolidated Investment Report
- b. FY17 3rd Quarter Consolidated Report on Personnel Actions Not Requiring Board Approval

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

8. Committee Reports

A motion was made by Mr. Perry, seconded by Mr. Chatelain, Mr. Ballard recused, to approve the Committee resolutions that were approved by the Committees except the resolution by the Finance, Infrastructure, and Core Development Committee. The Board voted unanimously to approve all Committee resolutions except the resolution approved by the Finance, Infrastructure, and Core Development Committee.

A motion was made by Mr. Anderson, seconded by Ms. Jones, Mr. Ballard recused, to approve the Committee resolution that was approved by the Finance, Infrastructure, and Core Development Committee. The Board voted to approve the Committee resolution with Mr. Jacobs opposed.

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

Mr. Moore, Chairman of the Academic and Student Affairs, Achievement and Distinction Committee, reported that the Committee received five (5) requests for Board approval and six (6) consent agenda items.

8A1. Request from LSU A&M for Approval of a Letter of Intent for a Master of Science in Athletic Training

Upon motion of Ms. Jones, seconded by Mr. Faircloth, the committee voted unanimously to approve the following resolution:

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

8A2. Request from LSU Health Sciences Center - Shreveport for Approval of a Letter of Intent to Establish a Doctor of Occupational Therapy

Upon motion of Mr. Faircloth, seconded by Ms. Jones, the committee voted unanimously to approve the following resolution:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the Letter of Intent to Establish a Doctor of Occupational Therapy at LSU Health Sciences Center - Shreveport, subject to approval by the Louisiana Board of Regents.

8A3. Request from LSU A&M for Continued Approval of the Stephenson Disaster Management Institute

Upon motion of Mr. Faircloth, seconded by Ms. Jones, the committee voted unanimously to approve the following resolution:



**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the Request for Continued Approval of the Stephenson Disaster Management Institute at LSU A&M, subject to approval by the Louisiana Board of Regents.

8A4. Request from LSU Shreveport for Continued Approval of the International Lincoln Center for American Studies

Upon motion of Ms. Jones, seconded by Mr. Faircloth, the committee voted unanimously to approve the following resolution:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request from LSU-Shreveport for continued approval of the International Lincoln Center for American Studies, subject to approval by the Louisiana Board of Regents.

8A5. Request from LSU A&M to Name the African American Cultural Center the Clarence L. Barney, Jr. African American Cultural Center

Upon motion of Mr. Williams, seconded by Ms. Jones, the committee voted unanimously to approve the following resolution:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request to name the African American Cultural Center the “Clarence L. Barney African American Cultural Center” at LSU A&M.

8A6. CONSENT AGENDA

- i. Recommendation to Approve Degrees to be Conferred at the 2017 Spring Commencement Exercises
- ii. Recommendation to Approve Degrees to be Conferred at the 2017 Summer Commencement Exercises
- iii. Request from LSU Shreveport to Create the Department of Leadership Studies in the College of Business, Education and Human Development
- iv. Request from LSU A&M to Name 27 Facilities on Campus
  - Julian T. White Design Atrium in the Design Building, College of Art & Design
  - Hans and Donna Sternberg Salon in the French House, Roger Hadfield Ogden Honors College
  - Matt and Melissa Juneau Family Classroom in the French House, Roger Hadfield Ogden Honors College
  - 24 Facilities in the College of Engineering (see supporting documents for complete list)
- v. Request from LSU A&M to Change the Name of the John W. Dupuy Endowed Professorship #2 to the James R. Dupuy Professorship
- vi. Request from LSU Health Sciences Center-Shreveport to Establish 3 Endowed Professorships
  - Dudley R. Isom, DDS Endowed Professorship in Oral and Maxillofacial Surgery
  - Charles H. Webb, MD Endowed Professorship in Pediatrics
  - Medical Center Clinics Endowed Professorship in Radiology

Upon motion of Mr. Faircloth, seconded by Ms. Jones, the committee voted unanimously to approve the following resolution:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University does hereby approve the degrees to be conferred on candidates meeting degree requirements for graduation from the campuses of the University at 2017 spring commencement exercises (May 8, 11, 12, 14, 18, 23, 27, June 2).

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University does hereby approve the degrees to be conferred on candidates meeting degree requirements for graduation from the campuses of the University for the summer 2017 term (June 30, August 4, 8, 11, 12, 23, 31).

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request from LSU-Shreveport to create the department of Leadership Studies in the College of Business, Education and Human Development, subject to approval by the Louisiana Board of Regents.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request from LSU A&M to name the atrium in the Design Building the “Julian T. White Design Atrium”.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request from LSU A&M to name the Grand Salon in the French House the “Hans and Donna Sternberg Salon”.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request from LSU A&M to name a classroom in the French House the “Matt and Melissa Juneau Family Classroom”.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request from LSU A&M to name the following facilities in the College of Engineering:

1. Albermarle Foundation Classroom
2. Alfredo and Maria Lopez Chemical Engineering Department Suite
3. Ann and Clarence Cazalot Classroom
4. Baker Hughes Classroom
5. Boh Bros. Construction Co. Classroom
6. Cajun Industries, LLC Department Suite
7. CB&I Energy Innovation Lab
8. Chevron Reservoir Characterization Lab
9. Chevron Rocks and Fluids Property Lab
10. Dow Chemical Engineering Unit Operations Lab
11. Dow Student Leadership Incubator
12. Edward A. and Karen Wax Schmitt Machine Shop
13. Estate of Clements Adam Helbling Chemical Engineering Processing Lab
14. Kathy and Roy O. Martin and Lynn and Gary R. Wooley Department Suite
15. Mark and Carolyn Guidry Electrical Engineering Lab Duplex
16. MMR Advance Materials and Methods Construction Management Lab
17. MMR Building Simulation and Information Modeling Construction Management Studio
18. Murphy Oil Senior Design Classroom
19. Oscar and Mary Andras Chemical Engineering Lab
20. Richard J. Juneau Mechanical Engineering Materials Lab
21. Robert and Adele W. Anding Chemical Engineering Lab
22. Roy O. Martin Auditorium
23. Triad Electric & Controls Classroom

**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 change the name of the John W. Dupuy Endowed Professorship #2 to the James R. Dupuy Professorship.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request from LSU Health Sciences Center – Shreveport to establish the following endowed professorships, subject to approval by the Louisiana Board of Regents:  
a) Dudley R. Isom, DDS Endowed Professorship in Oral and Maxillofacial Surgery  
b) Charles H. Webb, MD Endowed Professorship in Pediatrics  
c) Medical Center Clinics Endowed Professorship in Radiology

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

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

8B. Finance, Infrastructure and Core Development Committee

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

8B1. Request from LSU A&M to Authorize The Board of Supervisors to Enter into a Contract with Aramark to Manage Concessions for LSU Athletic Venues and Events

Upon motion of Ms. Jones, seconded by Mr. McCrery, the committee voted unanimously to approve the following resolution:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize Dr. F. King Alexander, President of the Louisiana State University, or his designee, acting on behalf and in the name of the Board, and in consultation with general counsel, subject to concurrence of the Chair Elect of the Board, to execute an agreement with Aramark to Manage Concessions for LSU Athletic Venues and Events ( LSU Tiger Concessions) as determined by a competitive bid and evaluation process, with all such agreements and documents as well as any subsequent amendments thereto, to contain the terms and conditions, that the President deems to be in the best interest of LSU.

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

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

8C. Property and Facilities Committee

Mr. McCollister, Chairman of the Property and Facilities Committee, reported that the Committee received four (4) requests for Board approval.

8C1. Request from LSU Health Care Services Division for Approval to Sell Property in Baton Rouge to the Capital Area Transit System

Upon motion of Ms. Duplessis, seconded by Mr. Faircloth, the committee vote 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:

1. Request the Division of Administration to approve the sale of the LSU Health Care Services Division property located at 5275 Airline Highway, Baton Rouge, to the Capital Area Transit System in accordance with all applicable laws; and
2. Request the Division of Administration to deliver the net sales proceeds to the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College for the benefit of the LSU Health Care Services Division be used for deferred maintenance issues.

**BE IT FURTHER RESOLVED** That said Dr. F. King Alexander, President of LSU be authorized to sell to Capital Area Transit System a certain tract or parcel of ground located in a subdivision known as Addition to Suburb Loudon and being described as Tract G, less and except the Northern 1.17 acres thereof, as said parcel is depicted on Attachment 1 hereto, and that President Alexander be authorized to execute an act of cash sale and any and all other documents necessary to accomplish the transaction and to include in such act of cash sale or other documents any terms and conditions as he deems to be in the best interest of the LSU Board of Supervisors.

8C2. Request from LSU A&M to Authorize the President to Execute Agreements for Development of the Greenhouse District

Upon motion of Mr. Jacobs, seconded by Mr. Faircloth, the committee vote unanimously to approve the following resolution:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize Dr. F. King Alexander, President of LSU, or his designee, acting on behalf and in the name of the Board, and in consultation with general counsel, to execute and deliver a Ground Lease with the LSU Real Estate and Facilities Foundation or any of its subsidiaries specifically including, but not limited to, Greenhouse District Project, LLC, to provide for the development of the Greenhouse District Project – Phase 2 (“GDP-2”), with all such agreements and documents, as well as any subsequent amendments thereto, to contain the terms and conditions, including prices, that the President deems to be in the best interest of LSU;

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

**BE IT FURTHER RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby acknowledge that the schematic designs for the GDP-2 Project are in general compliance with the Campus Design Guidelines and hereby delegates the approval of the detailed plans and specifications to the University Architect or his designee;

**BE IT FURTHER RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby acknowledge that the GDP-2 facilities will constitute "Auxiliary Facilities" as defined in the General Bond Resolution adopted by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College on June 17, 1994, as supplemented and amended from time to time (the "General Bond Resolution"), and does hereby designate the DP-2 facilities as Auxiliary Facilities and the revenues derived by LSU therefrom as "Auxiliary Revenues" as defined in the General Bond Resolution;

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

**BE IT FURTHER RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby find an acceptable university purpose, pursuant to the terms of the Uniform Affiliation Agreement between the Board and the LSU Real Estate and Facilities Foundation, for the LSU Real Estate and Facilities Foundation and any of its subsidiaries, including, but not limited to, Greenhouse District Project LLC, to execute and deliver the Ground Lease Agreement with LSU, a Ground Sublease with Provident Group – Flagship Properties, LLC, a Memorandum of Understanding or other agreement with RISE: A Real Estate Company to serve as Master Developer of GDP-2 and GDP-3, and any and all other agreements reasonably connected with or required for the development of the Nicholson Gateway Project and related other housing developments, with the final terms and conditions of all such agreements subject to the approval of Dr. F. King Alexander, President of LSU or his designee; and

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

8C3. Request from LSU A&M to Authorize the President to Execute a Lease for Resurfacing of Bernie Moore Track Stadium with Tiger Athletic Foundation

Upon motion of Mr. Faircloth, seconded by Mr. Jacobs, the committee vote 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 removal and replacement of the track surface located in the Bernie Moore Track Stadium, and to execute related agreements, including without

limitation a settlement agreement providing for a mutual release of all claims between LSU and Mondo USA, Inc., 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.

8C4. Request from LSU A&M to Authorize the President to Execute a Lease for Installation of a Distributed Television System in Tiger Stadium with Tiger Athletic Foundation

Upon motion of Mr. Faircloth, seconded by Mr. Jacobs, the committee vote 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 permit the installation of a distributed television system in Tiger Stadium, 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.

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

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

8D. Research & Economic Development Committee

Mr. McCrery, Chairman for the Research & Economic Development Committee, reported that the committee received one (1) presentation.

8D1. Presentation on Technology Transfer Metrics and Round 5 LIFT2 Awards

Mr. Arthur Cooper, Executive Director of the LSU Research & Technology Foundation presented an update on the LSU Tech Transfer and LSU Lift<sup>2</sup> Program.

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

Upon motion of Mr. Jacobs, seconded by Mr. Williams, the Committee meeting was adjourned.

8E. Audit Committee

Mr. Stanley Jacobs, Vice Chairman for Audit Committee, reported that the committee received one (1) presentation.

8E1. Presentation of FY 2017 3<sup>rd</sup> Quarter Audit Summary

The FY 2017 3<sup>rd</sup> Quarter Audit Summary was presented to the Audit Committee. A copy of the presentation is on file in the Office of the LSU Board of Supervisors.

9. Request Consent for President F. King Alexander to Recommend the Reappointment of Mr. Bobby Yarborough, Dr. Byron Harrell and Ms. Elaine Abell to the University Medical Center Management Corporation Board of Directors

Upon motion by Mr. Armentor, seconded by Ms. Jones, with Mr. Ballard recusing, the Board voted unanimously to approve the following resolution:

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby consent for President F. King Alexander to recommend the reappointment of Mr. Bobby Yarborough, Dr. Byron Harrell and Ms. Elaine Abell as LSU appointees to the University Medical Center Management Corporation Board of Directors.

10. Chairman's Report

Chairman Ballard recognized Mr. Zach Faircloth, Student Board Member for 2016-17 with a Resolution commending him for his service on the Board.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College commends Mr. Zachary Alexander Faircloth for his service on this Board and wishes him great success in his future endeavors.

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

Chairman Ballard congratulated Ms. Valencia Jones on her pregnancy.

Chairman Ballard thanked Mr. Blake Chatelain for providing an ice cream truck for the meeting.

The Chairman announced the next Board of Supervisors meeting will be held in Baton Rouge at LSU on June 23, 2017.

11. Adjournment

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

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

Stephanie Tomlinson  
Executive Assistant  
LSU Board of Supervisors



Personnel Actions Requiring Board Approval  
per PM 69

June 22, 2017

Personnel Actions Requiring Board Approval per PM69  
June 22, 2017

**Coach Contracts<sup>1</sup>**  
**LSU A&M**

Name	Title	Term Proposed	Total Certain Compensation Proposed
Tony Benford	Assistant Coach – Men’s Basketball	6/30/2020	\$325,000
Gregory Heiar	Assistant Coach – Men’s Basketball	6/30/2019	\$300,000

Notes:

1. Coaching contracts contained in this report include those coaches other than Head Coach with a total certain compensation between \$250,000 and \$1,000,000. Head Coach contracts and other coaching contracts exceeding \$1,000,000 total certain compensation are presented separately as Board resolutions under the Athletics Committee Agenda.

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

**Capital Improvements Projects above \$175,000**

Updated May 18, 2017

<b>2016-2017</b>	<b>AMOUNT APPROVED</b>	<b>FUNDS SOURCE</b>	<b>APPROVED BY</b>	<b>APPROVAL DATE</b>
<b>LSU A&amp;M</b>				
Alex Box Overflow Parking	\$300,000	Auxiliary Funds	VP Layzell	05/08/17
Alex Box Seating Bowl Waterproofing	\$300,000	Auxiliary Funds	VP Layzell	02/10/17
Alex Box Suite Level Toilet Addition	\$250,000	Auxiliary Funds	VP Layzell	12/18/16
Allen Hall Basement Classroom & Corridor Renovations	\$480,000	Auxiliary Funds	VP Layzell	03/30/17
Beach Volleyball Staff Area Renovation	\$297,169	Auxiliary Funds	VP Layzell	04/11/17
Design Building Emergency Utility & Courtyard Repairs	\$400,000	Auxiliary Funds	VP Layzell	04/18/17
Dub Robinson Stadium Beach Volleyball Renovations revised budget	\$229,100	Auxiliary Funds	Board of Regents	01/17/17
Environmental Abatement of the East Stadium Dormitory	\$240,000	Auxiliary Funds	VP Layzell	09/28/16
Environmental Abatement of the South Stadium Dormitory	\$190,000	Auxiliary Funds	VP Layzell	09/28/16
Middleton Library South Side Basement Waterproofing	\$450,000	Auxiliary Funds	VP Layzell	04/11/17
Roof Replacement, Military Science Building	\$570,000	Other-Facility Use Fees	VP Layzell	10/19/16
Soccer Complex Locker Room Addition & Renovation	\$462,941	Auxiliary Funds	VP Layzell	03/06/17
Student Health Center Phase I Fire Damage Renovations	\$480,750	Insurance Claim	VP Layzell	10/05/16
Student Health Center Phase I Fire Damage Renovations revised	\$580,000	Insurance Claim	Board of Regents	11/07/16
Tiger Field Improvements 2017	\$400,000	Auxiliary Funds	VP Layzell	02/10/17
Tiger Stadium- Concession Power Enhancements	\$400,000	Auxiliary Funds	VP Layzell	12/13/16
Tiger Stadium- Field Power Enhancements	\$300,000	Auxiliary Funds	VP Layzell	12/13/16
Vet Med Annex 193A Cage Washer Room Renovations	\$275,000	Operational Funds	VP Layzell	01/24/17
Vet Med Equine Recovery Renovations	\$275,000	Operational Funds	VP Layzell	01/24/17
Vet Med LADDL Classroom Addition (Build-Out)	\$180,000	Operational Funds	VP Layzell	10/17/16
Vet Med Library Renovations	\$725,000	Other- School of Vet. Med. cash reserve funds	VP Layzell	07/11/16
Vet Med Raptor Flight Cage	\$250,000	Other- Donor Funds	VP Layzell	03/22/17
West Campus Apts Interior Paint Bldgs 1-2-3-4	\$180,000	Auxiliary Funds	VP Layzell	02/23/17
West Laille Interior Paint Gldgs #457-458	\$177,500	Auxiliary Funds	VP Layzell	03/05/17
<b>Subtotal LSU A&amp;M</b>	<b>\$8,392,460</b>		<b>\$24</b>	
<b>AgCenter</b>				
Rice Research Station Office Building Addition-Renovation	\$400,000	Self-Generated Funds	VP Layzell	10/19/16
<b>Subtotal AgCenter</b>	<b>\$400,000</b>			
<b>LSU Health New Orleans</b>				
Dental Clinic 8th Floor Oral Pathology Office and Laboratory Renovation	\$250,000	Self- Generated Funds	VP Layzell	10/25/16
Dental School 3rd Floor Reception and Waiting Area Renovation	\$450,000	Self- Generated Funds	VP Layzell	10/25/16
Dental School Patient Parking Lot	\$365,000	Self- Generated Funds- Unrestricted Funds	VP Layzell	05/05/16
Land Acquisition Square First District New Orleans	\$55,000	Unrestricted Funds	Board of Regents	03/06/17
MEB Mechanical Upgrade of Air Handling Units 6A-6D and Exhaust Systems	\$495,768	Self- Generated Funds	VP Layzell	10/25/16

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

Updated May 18, 2017

Medical Education Building 3rd Floor Conversion of AHU's 3D and 3C to Variable Air	\$490,000	Self- Generated Funds	VP Layzell	09/27/16
Medical Education Building Team-Based Classroom Renovation	\$495,000	Self- Generated Funds	VP Layzell	11/16/16
<b>Subtotal LSU Health New Orleans</b>	<b>\$2,600,768</b>			
<b>2016-2017</b>	<b>AMOUNT APPROVED</b>	<b>FUNDS SOURCE</b>	<b>APPROVED BY</b>	<b>APPROVAL DATE</b>
<b>LSU Health Shreveport</b>				
Medical School Educational Space Renovations	\$495,000	Wise Funding	VP Layzell	12/09/16
<b>Subtotal LSU Health Shreveport</b>	<b>\$495,000</b>			
<b>LSU Eunice</b>				
Acadian Center Renovation	\$225,000	Auxiliary Funds	VP Layzell	10/17/16
<b>Subtotal LSU Eunice</b>	<b>\$225,000</b>			
<b>LSU Shreveport</b>				
Student Success Center	\$372,500	Other- Student Success Center Fees	VP Layzell	09/27/16
Student Success Center Reapproval	\$470,192	Other- Student Success Center Fees	Board of Regents	04/04/17
<b>Subtotal LSU Shreveport</b>	<b>\$372,500</b>			
<b>TOTAL CAPITAL PROJECTS APPROVALS 2016-2017</b>	<b>\$3,598,268</b>			

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

Updated May 18, 2017

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

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

Updated May 18, 2017

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

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

**Capital Improvements Projects above \$175,000**

Updated May 18, 2017

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

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

Design Contracts

Updated May 18, 2017

2016-2017 Design Contracts	Designer Fee	Reimbursables or other fees	Revised Designer Fee	Designer	Approved by	Approval Date
<b>LSU A&amp;M</b>						
Alex Box 3rd Floor Kitchen HVAC	\$11,484	\$0	\$0	Henry C. Eyre, Jr., PE, Inc.	Asst. VP Mahaffey	12/09/16
Alex Box Seating Waterproofing	\$29,728	hourly basis	\$0	GraceHebert Architects	Asst. VP Mahaffey	01/06/17
Alex Box Suite Level Toilet Addition, HVAC at Concourse Toilets, Film Editing at Players Lounge	\$44,624	\$4,200	\$0	GraceHebert Architects	Asst. VP Mahaffey	10/17/16
AP Tureaud Sr. Hall Stucco Repairs and Roof Replacement	\$33,568	\$1,000	\$0	GD Architecture, LLC	Asst. VP Mahaffey	09/06/16
Beach Volleyball Renovations	\$25,184	\$2,000	\$0	Holly & Smith Architects, APAC	Asst. VP Mahaffey	09/15/16
Champions Substation- Main Breaker Coordination Study Proposal	\$27,125	\$0	\$0	Chicago Bridge & Iron, Inc.	Asst. VP Mahaffey	05/15/17
Chilled Water Investigation	\$88,937	\$0	\$0	Atkins North America, Inc.	Asst. VP Mahaffey	11/22/16
College of Arts & Design Master Plan Study	\$38,500	\$1,000	\$0	Eskew+Dumez+Ripple	Asst. VP Mahaffey	09/08/16
Design Building Courtyard Emergency Repairs`	\$35,115	\$10,675	\$0	Boyd Holmes Engineering, Inc.	Asst. VP Mahaffey	10/24/16
Food Animal Area Renovation Programming & Preliminary Design	\$16,200	\$400	\$0	Susan Sharp Design, LLC	Asst. VP Mahaffey	03/01/17
Foster Hall Basement Renovation	\$34,211	actual cost	\$0	Tipton Associates APAC	Asst. VP Mahaffey	08/18/16
Hill Memorial Library Roof Replacement	\$39,543	\$0	\$0	Neal Johnson, LLC	Asst. VP Mahaffey	09/15/16
Himes Hall 1st Floor Restroom Renovation	\$14,903	\$1,500	\$0	GD Architecture, LLC	Asst. VP Mahaffey	09/15/16
Howe Russell E313	\$13,925	\$1,000	\$0	Holly & Smith Architects, APAC	Asst. VP Mahaffey	09/06/16
Libraries Road Map & Master Plan Revision & Program New Library reapproved	\$44,000	\$0	\$49,480	McMillan Pazdan Smith	Asst. VP Mahaffey	09/26/16
Main Plant Assessment	\$69,159	\$0	\$0	Atkins North America, Inc.	Asst. VP Mahaffey	05/02/17
Middleton Library Basement Waterproofing South Side	\$46,938	\$0	\$0	Watts Didier Architects, LLS	Asst. VP Mahaffey	02/14/17
Prescott Hall 1st Floor Restroom Renovation	\$14,435	\$1,500	\$0	GD Architecture, LLC	Asst. VP Mahaffey	10/13/16
Renewable Natural Resources Roof Replacement	\$40,402	\$1,000	\$0	Tipton Associates APAC	Asst. VP Mahaffey	09/23/16
Roger Ogden Honors College ID Signage & Site Master Plan	\$28,800	\$5,000	\$33,800	Tipton Associates APAC	Asst. VP Mahaffey	05/09/17
Steam Piping Distribution Branch System Replacement	\$42,950	\$0	\$0	Moses Engineers	Asst. VP Mahaffey	11/21/16
Student Health Center Fire Damage Repair Renovations Phase II	\$105,173	\$7,500	\$0	Remson Haley Herpin Architects	Asst. VP Mahaffey	06/23/16
Tiger Stadium East Renovations for Concessions	\$43,030	\$2,500	\$0	Holly & Smith Architects, APAC	Asst. VP Mahaffey	09/06/16
Tiger Stadium Field Power Enhancements	\$26,181	\$1,500	\$0	Ritter Mayer Architects	Asst. VP Mahaffey	12/08/16
Welcome Center Renovations	\$30,457	\$5,500	\$35,957	Remson Haley Herpin Architects	Asst. VP Mahaffey	05/09/17
<b>Subtotal</b>	<b>\$944,572</b>	<b>\$46,275</b>	<b>\$119,237</b>			
Classroom Expansion and Renovation, School of Veterinary Medicine	\$236,785	\$0	\$0	Bradley-Blewster & Associates	Designer Selected by Architect Selection Board	01/25/17
Facility Upgrades, Carl Maddox Field House	\$270,302	\$0	\$0	Holden Architects APC	Designer Selected by Architect Selection Board	09/22/16
Fire Damage Repairs- Phase 2, Student Health Center East Building	\$112,875	\$0	\$0	Watts Didier Architect	Designer Selected by Architect Selection Board	02/22/17
Refurbishment of Library, LSU School of Veterinary Medicine	\$76,086	\$0	\$0	Chenevert Architects	Designer Selected by Architect Selection Board	09/22/16
Renovation Dub Robinson Tennis Stadium	\$163,589	\$0	\$0	BCB Architects, LLC	Designer Selected by Architect Selection Board	09/22/16
Renovation of Laboratory, School of Veterinary Medicine	\$202,013	\$0	\$0	Washer Hill Lipscomb Cabaniss Architecture	Designer Selected by Architect Selection Board	02/22/17
Replace Cooling Tower and Pumps, Central Utilities Plant	\$144,570	\$0	\$0	IMC Consulting Engineers, Inc.	Designer Selected by Architect Selection Board	03/21/17
Replace, Sewer Line	\$95,197	\$0	\$0	Owen & White, Inc.	Designer Selected by Architect Selection Board	03/21/17
Roof Replacement Natatorium Building	\$110,433	\$0	\$0	Ritter Maher Architects, LLC	Designer Selected by Architect Selection Board	09/22/16
Roof Replacement, Military Science Building	\$53,414	\$0	\$0	Jerry M. Campbell & Associates, APAC	Designer Selected by Architect Selection Board	09/22/16
Tiger Park Indoor Practice Facility	\$244,971	\$0	\$0	Remson Haley Herpin Architects	Designer Selected by Architect Selection Board	02/22/17
Upgrade Mechanical System, Pete Maravich Assembly Center	\$108,901	\$0	\$0	Henry C. Eyre, P.E. Inc.	Designer Selected by Architect Selection Board	03/21/17
<b>Subtotal</b>	<b>\$1,819,136</b>	<b>\$0</b>	<b>\$0</b>			
<b>Total LSU A&amp;M 2016-2017</b>	<b>\$2,763,708</b>	<b>\$46,275</b>	<b>\$119,237</b>			



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

**Design Contracts**

Updated May 18, 2017

<b>2016-2017 Design Contracts</b>	<b>Designer Fee</b>	<b>Reimbursables or other fees</b>	<b>Revised Designer Fee</b>	<b>Designer</b>	<b>Approved by</b>	<b>Approval Date</b>
<b>AgCenter</b>						
Botanical Research & Development Center	\$18,860	actual cost	\$0	Crump Wilson Architects	Asst. VP Mahaffey	01/30/17
Audubon Sugar Institute Mechanical Upgrades	\$17,290	\$500	\$0	AST Engineers	Asst. VP Mahaffey	03/16/17
Redesign Restroom Burden Trees & Trails Structural Engineering	\$12,000	\$0	\$0	Fox-Nesbit Engineering, LLC	Asst. VP Mahaffey	02/15/17
Rice Research Station Office Building Addition	\$36,432	\$4,000	\$0	GD Architecture, LLC	Asst. VP Mahaffey	09/14/16
<b>Total AgCenter 2016-2017</b>	<b>\$84,582</b>	<b>\$4,500</b>	<b>\$0</b>			
<b>LSU Health New Orleans</b>						
Repurposing Interim Hospital	\$2,617,709	\$0	\$0		Designer Selected by Architect Selection Board	11/29/16
<b>Total LSU Health New Orleans 2016-2017</b>	<b>\$2,617,709</b>	<b>\$0</b>	<b>\$0</b>			
<b>LSU Health Shreveport</b>						
Medical School Educational Space Renovations	\$55,465	\$0	\$0	Prevot Design Services, APAC	Asst. VP Mahaffey	12/02/16
<b>Subtotal</b>	<b>\$55,465</b>	<b>\$0</b>	<b>\$0</b>			
Replacement of Cooling Towers, D-Building Medical School Power Plant	\$163,540	\$0	\$0	John J. Guth Associates, Inc.	Designer Selected by Engineer Selection Board	09/15/16
<b>Subtotal</b>	<b>\$163,540</b>	<b>\$0</b>	<b>\$0</b>			
<b>Total LSU Health Shreveport 2016-2017</b>	<b>\$219,005</b>	<b>\$0</b>	<b>\$0</b>			
<b>LSU at Alexandria</b>						
Roof Replacement Chambers Hall	\$21,172	\$0	\$0	Ashe Broussard Weinzettle Architects	Asst. VP Mahaffey	01/09/17
Roof Replacement University Center	\$18,666	\$0	\$0	Ashe Broussard Weinzettle Architects	Asst. VP Mahaffey	01/25/17
<b>Subtotal</b>	<b>\$21,172</b>	<b>\$0</b>	<b>\$0</b>			
Fire Sprinkler System Evaluation and Repair Mulder Hall	\$22,622	\$0	\$0	John J. Guth Associates, Inc.	Direct Appointment	10/14/16
<b>Subtotal</b>	<b>\$22,622</b>	<b>\$0</b>	<b>\$0</b>			
<b>Total LSU at Alexandria 2016-2017</b>	<b>\$43,794</b>	<b>\$0</b>	<b>\$0</b>			
<b>LSU at Eunice</b>						
Roof Replacement Health & Technolgy Building	\$40,840	\$0	\$0	The Sellers Group	Asst. VP Mahaffey	12/09/16
<b>Subtotal</b>	<b>\$40,840</b>	<b>\$0</b>	<b>\$0</b>			
Replacement of Fume Hoods, Science Laboratory Classroom	\$149,193	\$0	\$0	Associated Design Group, Inc.	Designer Selected by Engineer Selection Board	03/21/17
<b>Subtotal</b>	<b>\$149,193</b>	<b>\$0</b>	<b>\$0</b>			
<b>Total LSU at Eunice 2016-2017</b>	<b>\$190,033</b>	<b>\$0</b>	<b>\$0</b>			
<b>LSU in Shreveport</b>						
Student Success Center	\$41,540	\$0	\$0	Prevot Design Services, APAC	Asst. VP Mahaffey	10/11/16
<b>Subtotal</b>	<b>\$41,540</b>	<b>\$0</b>	<b>\$0</b>			
Reroof, Noel Library	\$40,273	\$0	\$0	Sutton Beeb Babin Architects, LLC	Designer Selected by Architect Selection Board	02/22/17
<b>Subtotal</b>	<b>\$40,273</b>	<b>\$0</b>	<b>\$0</b>			
<b>Total LSU in Shreveport 2016-2017</b>	<b>\$81,813</b>	<b>\$0</b>	<b>\$0</b>			
<b>TOTAL ALL CAMPUSES 2016-2017</b>	<b>\$6,000,644</b>	<b>\$50,775</b>	<b>\$119,237</b>			

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

**Design Contracts**

Updated May 18, 2017

<b>2015-2016 Design Contracts</b>	<b>Designer Fee</b>	<b>Reimbursables or other fees</b>	<b>Revised Designer Fee</b>	<b>Designer</b>	<b>Approved by</b>	<b>Approval Date</b>
<b>LSU A&amp;M</b>						
Bernie Moore Track Team Cover	\$28,824	\$0	\$28,824	Ritter Maher Architects, LLC	Asst. VP Mahaffey	05/12/16
College of Science Phase II Programming	\$41,700	\$0	\$41,700	Holly & Smith Architects, APAC	Asst. VP Mahaffey	04/21/16
Comprehensive and Strategic Master Plan	\$2,870,000	\$0	\$2,870,000	NBBJ	Asst. VP Mahaffey	01/13/16
East Stadium Dorm Environmental Abatement	\$20,565	\$25,475	\$46,040	Raynor Consulting Group, LLC	Asst. VP Mahaffey	05/11/16
Emergency Roof Repairs Natatorium	\$33,833	\$0	\$33,833	Tipton Associates APAC	Asst. VP Mahaffey	08/14/15
Grace King and Louise Garig	\$48,065	\$0	\$48,065	Bani, Carville & Brown, LLC	Asst. VP Mahaffey	03/09/16
LADDL Classroom Addition	\$11,158	\$1,000	\$12,158	Foil Wyatt Architects & Planners	Asst. VP Mahaffey	02/20/16
PMAC Women's Basketball- Squad Room Renovation	\$20,855	\$0	\$20,855	GraceHebert Architects	Asst. VP Mahaffey	12/10/15
Renovation of Memorial Tower and Veterans & Military Student Center	\$24,500	\$0	\$24,500	Jerry M. Campbell & Associates, APAC	Asst. VP Mahaffey	12/01/15
Renovations at Middleton Library for Access Services	\$13,745	\$2,000	\$15,745	Remson Haley Herpin Architects	Asst. VP Mahaffey	12/10/15
Renovations at Middleton Library for Access Services	\$13,745	\$2,000	\$15,745	Remson Haley Herpin Architects	Asst. VP Mahaffey	02/04/16
South Stadium Dorm Environmental Abatement	\$13,925	\$17,895	\$31,820	Raynor Consulting Group, LLC	Asst. VP Mahaffey	05/11/16
Student Health Fire Damage Repair Renovation Phase I	\$57,137	\$75,000	\$132,137	Remson Haley Herpin Architects	Asst. VP Mahaffey	06/23/16
SVM Classroom	\$15,000	\$0	\$15,000	Foil Wyatt Architects & Planners	Asst. VP Mahaffey	02/11/16
Tiger Stadium Concession Power Upgrades	\$43,030	\$2,500	\$45,530	Holly & Smith Architects, APAC	Asst. VP Mahaffey	06/01/16
Tiger Stadium Fire Marshal Coordination Services	\$11,505	\$0	\$11,505	Ritter Maher Architects, LLC	Asst. VP Mahaffey	08/10/15
Vet School Equine Recovery Renovations	\$23,083	\$1,000	\$24,083	Tipton Associates APAC	Asst. VP Mahaffey	04/08/16
<b>Subtotal</b>	<b>\$3,290,670</b>	<b>\$126,870</b>	<b>\$3,417,540</b>			
Fire Suppression System, LSU Frey Computer Center	\$75,676	\$0	\$0	Assaf, Simoneaux, Tauzin & Associates, Inc.	Designer Selected by Engineer Selection Board	01/07/16
<b>Subtotal</b>	<b>\$75,676</b>	<b>\$0</b>	<b>\$0</b>			
<b>Total LSU A&amp;M 2015-2016</b>	<b>\$3,366,346</b>	<b>\$126,870</b>	<b>\$3,417,540</b>			
<b>AgCenter</b>						
Burden Gardens & Museum Entrance Road	\$31,217	\$10,300	\$41,517	Monroe & Corie, Inc.	Asst. VP Mahaffey	03/31/16
Food Incubator Warehouse Renovation	\$49,500	\$495	\$49,995	Bailey & Associates	Asst. VP Mahaffey	02/08/16
<b>Total AgCenter 2015-2016</b>	<b>\$80,717</b>	<b>\$10,795</b>	<b>\$91,512</b>			
<b>LSU Health Shreveport</b>						
Roof Replacements and Elevator Modernization Multiple Buildings	\$307,044	\$0	\$0	Newman Marchive Carlisle Inc.	Designer Selected by Architect Selection Board	10/07/15
<b>Total LSU Health Shreveport 2015-2016</b>	<b>\$307,044</b>	<b>\$10,300</b>	<b>\$41,517</b>			
<b>TOTAL ALL CAMPUSES 2015-2016</b>	<b>\$3,754,107</b>	<b>\$147,965</b>	<b>\$3,550,569</b>			

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

**Design Contracts**

Updated May 18, 2017

2014-2015 Design Contracts	Designer Fee	Reimbursables or other fees	Revised Designer Fee	Designer	Approved by	Approval Date
<b>LSU A&amp;M</b>						
Athletic Building Receptionist Desk Mail Room Reno	\$17,119	\$1,250	\$0	GD Architecture, LLC	Asst. VP Mahaffey	11/04/14
Audubon Sugar Factory Code Review	\$12,500	\$0	\$0	URS Architecture	Asst. VP Mahaffey	10/20/14
Coates Hall	\$54,361	\$0	\$0	Holly & Smith Architects, APAC	Asst. VP Mahaffey	01/26/15
College of Science Programming Baton Rouge Campus	\$194,450	\$0	\$0	Holly & Smith Architects, APAC	Asst. VP Mahaffey	03/31/15
Demolition of Former Coastal Studies Building and Hemophilia Lab	\$10,737	\$9,250		Raynor Consulting Group, LLC	Asst. VP Mahaffey	04/01/15
Department Relocation Renovation	\$34,888	\$0	\$0	Tipton Associates APAC	Asst. VP Mahaffey	05/05/15
FETI Laundry Facility & Site Improvements	\$11,036	\$0	\$0	Mazzetti	Asst. VP Mahaffey	10/20/14
Gateway Revisions	\$33,800	\$1,500		GraceHebert Architects	Asst. VP Mahaffey	07/28/14
Hatcher Hall Lobby Renovation Change of Scope	\$47,985	\$1,500	\$54,020	GD Architecture, LLC	Asst. VP Mahaffey	07/15/14
Himes Hall Stucco Repairs	\$51,617	\$0	\$0	Jerry M. Campbell & Associates, APAC	Asst. VP Mahaffey	04/10/15
Huey P. Long Programming Update- Reapproval	\$43,380	\$1,500	\$54,380	Tipton Associates APAC	Asst. VP Mahaffey	07/17/14
JMZ Space student Proposal	\$236,920	\$27,338		JMZ Architects and Planners, P.C.	Asst. VP Mahaffey	11/25/14
Lockett Hall- Allen Hall & EB Doran AHU Replacement	\$28,000	\$0	\$0	IMC Consulting Engineers	Asst. VP Mahaffey	07/10/14
Master Plan Infrastructure update	\$446,412	\$0	\$0	Atkins North America, Inc.	Asst. VP Mahaffey	03/06/15
New HVAC at Dodson Hall	\$53,086	\$0	\$0	Jerry M. Campbell & Associates, APAC	Asst. VP Mahaffey	04/10/15
Replacement of HVAC PMAC	\$76,938	\$1,000		Henry C. Eyre, Jr. PE, Inc.	Asst. VP Mahaffey	06/03/15
Studio Arts Building Re-Roofing Bldg 29 & 31	\$33,029	\$0	\$0	Holly & Smith Architects, APAC	Asst. VP Mahaffey	10/31/14
Tiger Stadium West Side Egress	\$20,000	\$10,000		Forte & Tablada	Asst. VP Mahaffey	10/20/14
Tiger Stadium West Side Lower Measurements & Fire Marshal Compliance Consulting	\$20,000	\$10,000		Forte & Tablada	Asst. VP Mahaffey	10/07/14
Vet Med- Office Renovation	\$35,144	\$0	\$0	GD Architecture, LLC	Asst. VP Mahaffey	07/28/14
Vet Med Small Animal Clinic Emergency & Primary Care	\$47,564	\$1,000		Foil Wyatt Architects & Planners	Asst. VP Mahaffey	09/17/14
Vet School Boiler #1 Replacement	\$17,192	\$500	\$26,516	Assaf, Simoneaux, Tauzin & Associates, Inc.	Asst. VP Mahaffey	11/13/14
<b>Subtotal</b>	<b>\$1,526,158</b>	<b>\$64,838</b>	<b>\$134,916</b>			
Asbestos Abatement, Ceilings & Lighting Law Center Library	\$109,222	\$0	\$0	AIMS Group, Inc.	Designer Selected by Architect Selection Board	12/10/14
Family Housing Complex	\$121,278	\$0	\$0	Architects AJV	Designer Selected by Architect Selection Board	12/02/14
Laborde Energy Law Center Renovation	\$46,146	\$0	\$0	Tipton Associates APAC	Designer Selected by Architect Selection Board	10/23/14
New Linear Accelerator Vault, School of Veterinary Medicine	\$155,332	\$0	\$0	LLC	Designer Selected by Architect Selection Board	10/23/14
Nicholson Gateway Infrastructure and Parking Facility	\$1,510,389	\$0	\$0	Remson Haley Herpin Architects	Designer Selected by Architect Selection Board	12/02/14
Old President's House	\$49,712	\$0	\$0	Pascal Architects, LLC	Designer Selected by Architect Selection Board	10/23/14
Replacement of HVAC, Pete Maravich Assembly Center	\$76,938	\$0	\$0	Henry C. Eyre, Jr. PE, Inc.	Designer Selected by Engineer Selection Board	03/25/15
<b>Subtotal</b>	<b>\$2,069,017</b>	<b>\$0</b>	<b>\$0</b>			
<b>TOTAL LSU A&amp;M 2014-2015</b>	<b>\$3,595,175</b>	<b>\$64,838</b>	<b>\$134,916</b>			
<b>AgCenter</b>						
Evaluate Plate Evaporation System at Audubon Sugar Institute	\$38,000	\$0	\$0	American Ingenuity	Asst. VP Mahaffey	02/06/15
Food Innovation Center	\$10,000	\$8,000	\$0	Bailey & Associates	Asst. VP Mahaffey	05/11/15
Food Innovation Center	\$19,500	\$500	\$0	Bailey & Associates	Asst. VP Mahaffey	08/27/14
Valley Reign Rice Mill	\$45,162	\$2,322	\$0	GD Architecture, LLC	Asst. VP Mahaffey	05/28/15
<b>TOTAL AgCenter 2014-2015</b>	<b>\$112,662</b>	<b>\$10,822</b>	<b>\$0</b>			
<b>LSU at Eunice</b>						
Roof Replacement Health and Physical Education Building	\$40,596	\$0	\$0	The Sellers Group	Designer Selected by Architect Selection Board	10/23/14
<b>TOTAL LSU Eunice 2014-2015</b>	<b>\$40,596</b>	<b>\$0</b>	<b>\$0</b>			
<b>Pennington Biomedical Research Center</b>						
Roof Replacement Administrative Building B and Laboratory Building C	\$70,018	\$0	\$72,834	Post Architects, LLC	Designer Selected by Architect Selection Board	03/18/15

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

**Design Contracts**

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TOTAL PENNINGTON BIOMEDICAL RESEARCH CENTER 2014-2015	\$70,018	\$0	\$72,834		
<b>TOTAL ALL CAMPUSES 2014-2015</b>	<b>\$3,818,451</b>	<b>\$75,660</b>	<b>\$207,750</b>		

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

**Grants of Mineral Rights**

Updated May 18, 2017

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

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

**Property Leases**

Updated May 18, 2017

2016-2017													
Campus	Lessor	Lessee	Location	Lease Purpose	BoS Appr. Date	Start	Lease Term	Sq. Ft.	Annual Rental	Dollars / SF	# Option Terms	Length	Approved by
LSU A&M	LSU A&M	Star and Crescent Foundation, Inc. (Alumni of the LSU Gamma Chapter of Kappa Sigma Fraternity)	15 Dalrymple Drive, Baton Rouge (Lot #5)	Fraternity House	n/a	1/10/2017	7/1/2065	n/a	\$10	n/a	n/a	n/a	Pres. Alexander
LSU A&M	LSU A&M	Tiger Athletic Foundation (TAF)	Bernie Moore Track Stadium	Resurfacing	5/5/2015	7/17/2017	by 12/1/17	n/a	\$100 one-time	n/a	n/a	n/a	in process
LSU A&M	LSU A&M	Tiger Athletic Foundation (TAF)	Tiger Stadium	Installation of a Distributed Television System	5/5/2017	7/1/2017	by 12/31/17	n/a	\$100 one-time	n/a	n/a	n/a	in process
LSU A&M	LSU A&M	Tiger Athletic Foundation (TAF)	Tiger Stadium	Demolition of South Stadium Dormitories	n/a	2/6/2017	8/31/2017	n/a	n/a	n/a	n/a	n/a	in process
LSU A&M	Sublessor: Sigma Chi Alumni Association of La. Inc.	Sublessee: Beta Theta Pi Housing Corporation, LLC	27 Dalrymple Drive (Lot 16)	Fraternity House	n/a	01/06/17	7/31/2017	n/a	\$27,000.00	n/a	1	1-year	Consent by Pres. Alexander
AgCenter	LSU Agricultural Center	World Aquaculture Society	John M. Parker Coliseum Rooms 143, 165, 263, 265, 267	Office Space	n/a	7/1/2016	6/30/2021	956 sf	\$9,560	\$10.00	n/a	n/a	Pres. Alexander
AgCenter	Corpus Christi-Epiphany Roman Catholic Church	AgCenter	2022 St. Bernard Avenue, New Orleans	Orleans Parish Cooperative Extension Service office	n/a	6/23/2017	6/22/2018	1,100	\$14,400.00	\$13.09	1	1-year	Pres. Alexander
AgCenter	Northeast Educational Development Foundation (NEED)	AgCenter	Oak Grove, Louisiana	Delta Rural Development Center	n/a	7/1/2017	6/30/2018	4,999	\$30,000.00	\$6.00	2	1-year	Pres. Alexander
LSU Health New Orleans	LSU Health New Orleans	LSU School of Medicine in New Orleans Faculty Group Practice d/b/a/ LSU Healthcare Network	Portions of the HSC-NO Downtown Campus and the School of Dentistry Campus	Digital Signs	amendment	7/13/2016	7/12/2046	no change	no change	no change	n/a	n/a	Pres. Alexander
LSU Health New Orleans	LSU Health New Orleans	LSU School of Medicine in New Orleans Faculty Group Practice d/b/a/ LSU Healthcare Network	Portions of the University Medical Office Building (UMOB) 2025 Gravier Street, New Orleans	Medical Offices	1/27/2017	3/24/2017	3/23/2017	11,411	\$176,868	\$15.50		1-year	Pres. Alexander
LSU Health Shreveport	Willis-Knighton Medical Center	LSU Health Shreveport	820 Jordon Street, Suite 104, Shreveport	HSCS Department of Psychiatry Outpatient Adolescent Clinic	n/a	10/1/2016	9/30/2017	2,856	\$25,200.00	\$2.94	3	1-year	Pres. Alexander
Private Partner	University Health Shreveport (Sublessor)	Future State, LLC (Sublessee and a not-for-profit owned/controlled by the BRF)	1512 W. Kirby Place, Shreveport	Medical Offices	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	notice only

**Report to LSU Board of Supervisors:  
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**Property Leases**

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

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

**Property Leases**

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



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

**Schematic Design**

Revised May 18, 2017

2016-2017			
Project	Architect	Approved by	Approval Date
<b>LSU A&amp;M</b>			
Companion Animal Alliance	Antunovich Associates, Architects & Planners	LSU Board of Supervisors	Dec-16
Tiger Park Indoor Batting Facility	Remson, Haley, Herpin Architects	LSU Board of Supervisors	Mar-17

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

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

**Report to LSU Board of Supervisors:  
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**Servitudes**

Updated May 18, 2017

2016-2017								
Campus/Lessor	Lessee	Servitude or Right-of-Way Location	Acreage	Payment	Length of Term	Type of Document	Approved by	Approval Date
LSU A&M	Entergy	at Old LSU Golf Course	.23 acres	\$1.00	unspecified	Right-of-Way	President Alexander	12/2/2016
LSU A&M	Entergy	at Old Print Shop	690' x 16'		unspecified	Right-of-Way	President Alexander	12/2/2016
LSU A&M	Entergy	Terrebonne Parish	4 Tracts: 3.202 acres; .227 acres; .107 acres; and 3.300 acres	\$515.78	permanent	Right-of-Way	President Alexander	4/20/2017
LSU at Eunice	CLECO	at LSUE Campus near LA Hwy 755, Eunice			1 year with two (2) 1-year options	Right-of-Way		Cancelled
LSU Health Care Services Division	Entergy	Terrebonne Parish	1 Tract: 3.07220 acres	\$100.00	permanent	Right-of-Way	Deputy CEO Lanette Buie	3/10/2017
LSU Health Shreveport	City of Shreveport	6670 St. Vincent Avenue		\$500.00	permanent	Utility Servitude	President Alexander	5/9/2017
Pennington Biomedical Research Center	City of Baton Rouge	Sidewalk Servitude	.021 acres	none	perpetual	Sidewalk Servitude	President Alexander	11/2/16
2015-2016								
Campus/Lessor	Lessee	Servitude or Right-of-Way Location	Acreage	Payment	Length of Term	Type of Document	Approved by	Approval Date
LSU A&M	Baton Rouge Water Co.	Burbank Drive and Nicholson area of Baton Rouge	588 ft x 10 ft	none	unspecified	Servitude	President Alexander	12/11/15
AgCenter	American Midstream (MIDLA), LLC	Sweet Potato Research Station, Franklin Parish	.69 acres	\$2,100.00	Should Grantee fail to use the same for purposes herein provided for a period of 36 consecutive months, the R-o-W Agreement and Servitude is terminated	Pipeline R-o-W	President Alexander	5/6/16
AgCenter	DOTD	Hill Farm Research Station, Claiborne Parish	.145 acres	\$3,537.00	4 years	Temporary Construction Servitude	President Alexander	1/29/2016
LSU in Shreveport	City of Shreveport	LSUS campus	.13 acres	none	As long as the servitude is used as a Utility Servitude	Permanent Utility Servitude	President Alexander	3/18/16



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

**Servitudes**

Updated May 18, 2017

2014-2015								
Campus/Lessor	Lessee	Servitude or Right-of-Way Location	Acreage	Payment	Length of Term	Type of Document	Approved by	Approval Date
LSU A&M	James & Frances Monroe	Burden Plantation	n/a	none	unspecified	Servitude of Passage	President Alexander	12/17/14
LSU A&M	Texas Edwards d/b/a KRITI TE	Terrebonne Parish- Secs. 39, 40, 41, 32-T16S, R15E	30' x 10'	\$10.00	Upon termination of the Easement, Grantee will provide written notice	Surface Easement	President Alexander	12/12/14
LSU A&M	Texas Edwards d/b/a KRITI TE	Terrebonne Parish- Secs. 39, 40, 41, 32-T16S, R15E	3,689.34 x 30 ft	\$100.00	Permanent until the earlier time of any termination is provided or Grantee releases rights in writing.	Pipeline R-o-W	President Alexander	12/12/14
LSU A&M & MCLNO Trust	Texas Brine Co., LLC	Lafourche Parish	545.71 rods	\$2,048.81	Perpetual Term until 1-year after non-use	Pipeline R-o-W	President Alexander	5/8/2015
LSU A&M & MCLNO Trust	Texas Brine Co., LLC	Lafourche Parish	10' x 30'	\$10.00	Permanent until the earlier time of any termination is provided or Grantee releases rights in writing.	Surface Easement	President Alexander	5/8/2015

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

Updated May 18, 2017

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

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

Updated May 18, 2017

2016-2017						
Campus	Transfer Description	Value	State ID	Site Code	Approved by	Transfer Date
LSU A&M	Act of Donation and Acceptance of Football Operations Facility for Nutrition Fueling Station Installation and Termination of License for Use of Facilities and Premises	\$153,424			Pres. Alexander	10/24/16
LSU A&M	Act of Donation and Acceptance of LSU Golf Practice Facility and Termination of Facilities Use Agreement	\$337,413			Pres. Alexander	10/24/16
LSU A&M	Act of Donation and Acceptance of LSU Women's Gymnastics Practice Facility and Termination of Lease Agreement	\$12,424,090			Pres. Alexander	03/31/16
LSU A&M	Act of Donation and Acceptance of Phase I Work for the Renovation and Expansion of the LSU Football Operations Building	\$4,500,000			Pres. Alexander	08/10/16
LSU A&M	Act of Donation and Acceptance of PMAC Lighting Renovations and Improvements and Confirmation of Termination of License for Use of Facilities and Premises	\$161,713			Pres. Alexander	02/17/17
HCSO	Proposed Sale of approximately 2.414 ± acres of vacant property at 5275 Airline Highway, Baton Rouge to Capital Area Transit System (CATS) for use as a transit hub	appraised at \$235,000			Approved at May BoS meeting	in process
HCSO-HCSNO	Addendum to the Memorandum of Understanding Transferring Properties from HCSO to HCSNO to transfer five additional properties.	not stated	various		President Alexander	10/18/16
HCSO-HCSNO	Second Addendum to the Memorandum of Understanding Transferring Properties from HCSO to HCSNO to transfer one additional property	not stated	S09928		President Alexander	11/21/16
LSU Health New Orleans	Act of Donation of Equipment for the School of Dentistry Pre-Clinical Simulation lab	\$3,199,322			in process	
LSU Health New Orleans	Purchase of Land Square 440- 1800 Gravier Street	\$310,000			President Alexander	04/13/17
LSU Health New Orleans	Purchase of Land Square 440- 1828 Gravier Street	\$55,000			President Alexander	03/08/17
2015-2016						
Campus	Transfer Description	Value	State ID	Site Code	Approved by	Transfer Date
LSU A&M	Act of Donation and Acceptance of 1.083 acres to benefit the LSU Rural Life Museum and Windrush Gardens. The property was donated by John Carlton Monroe III and Frances Hochendel Monroe to the Burden Foundation and from the Burden Foundation to LSU.	not stated			President Alexander	12/16/15
AgCenter	Act of Donation and Acceptance of the Ellis S. Martin Multi-Purpose Pavilion at LSU AgCenter Camp Grant Walker in Pollock, Louisiana. The Donation was a part of a Lease Agreement with the Louisiana 4-H Foundation.	\$1,291,045	S28912		President Alexander	03/31/16
HCSO-HCSNO	Memorandum of Understanding to Transfer of 10 Charity Hospital and Interim LSU Hospital Properties in New Orleans and the funding changes for the properties from LSU Health Care Services Divisions to LSU Health Sciences Center New Orleans	not stated	various		President Alexander	01/11/16
LSU Health New Orleans	Act of Donation and Acceptance of a Modular Interprofessional Primary Care Clinic Building at the HSC-NO School of Dentistry.	\$465,000	S27056	1-36-035	President Alexander	04/13/16

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

Updated May 18, 2017

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



Louisiana State University  
Office of Internal Audit

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# **Quarterly Audit Summary**

*Fiscal Year 2017, 3<sup>rd</sup> Quarter*

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# Quarterly Audit Summary

*Fiscal Year 2017, 3<sup>d</sup> Quarter*

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## Multi-Campus

### **Research and Technology Foundation (RTF) Review of Tech Transfer Agreement**

#### Audit Initiation:

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

#### Audit Scope and Objectives:

The primary objective of this audit was to evaluate the services provided by the Research and Technology Foundation (RTF) to the LSU research campuses under the cooperative endeavor agreement (CEA). Our review for compliance was limited to whether the RTF provided adequate services in accordance with the CEA. The scope of this audit covered the period of June 1, 2014 (agreement effective date) to June 30, 2016.

#### Audit Findings:

Our review identified issues related to utilization of the services offered, completeness and accuracy of the metrics data, and sufficiency of reporting required by RTF. As a result, we made the following recommendations:

1. Re-evaluate the need for an ongoing relationship with RTF in its current form, particularly given that the current CEA term ends on June 30, 2017. Should the CEA be renewed, determine the elements that are most critical to a successful collaboration with RTF and designate an individual to monitor compliance with the terms of the agreement.
2. Establish the minimum information that should be entered into the tech transfer database, the documents that should be attached, and how the metrics will be defined. Additionally, develop a reporting mechanism to regularly communicate metrics to the Board of Supervisors, President, and Chancellors.
3. Obtain the financial reports required in the CEA and ensure the funds are being used in accordance with the agreement. The financial data contained in these reports should be considered

# Quarterly Audit Summary

*Fiscal Year 2017, 3<sup>d</sup> Quarter*

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when establishing the budget for subsequent years, with a consistent methodology used by all LSU research campuses.

## Management's Response and Corrective Action Plan:

Management agreed with our recommendations and is in the process of implementing corrective action plans which will be fully completed by April 30, 2018.

## **Affiliated Organizations**

### Audit Initiation:

This review originated as a scheduled audit from the FY 2017 Board approved audit plan.

### Audit Scope and Objectives:

The scope of this audit included current practices related to affiliated organizations and active affiliates as of September 30, 2016 for all campuses. The primary objective of this audit was to assess the adequacy of controls in place for identifying, tracking, and monitoring affiliated organizations.

### Audit Findings:

Our review identified issues with obtaining Board of Supervisors recognition for affiliated organizations, executing a Uniform Affiliation Agreement (UAA), and subsequently monitoring for compliance with the agreement. As a result, we made the following recommendations:

1. Establish a clear definition of "affiliate" and specify the requirements for recognizing and monitoring each entity, providing guidance to the campuses on their responsibilities related to affiliated organizations.
2. After determining acceptable University purpose and fulfillment of the requirements in Revised Statute 17:3390, provide a recommendation to the Board to recognize existing affiliates.
3. Implement an oversight process to ensure affiliates comply with the terms of the UAA including assigning monitoring responsibilities to a designated individual, maintaining a central

# Quarterly Audit Summary

*Fiscal Year 2017, 3<sup>d</sup> Quarter*

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list of affiliates, providing annual assurance as to each affiliate's compliance, and conducting a periodic review of existing affiliates to assess the need for continued affiliation and separate entity status.

4. Evaluate the current status of the hospital-supporting foundations to determine whether formal recognition should be pursued or continued.

## Management's Response and Corrective Action Plan:

Management concurred with our recommendations and is in the process of implementing corrective action plans which will be fully completed by March 31, 2018.

## **Mineral Revenue Review**

### Audit Initiation:

This review originated as a scheduled audit from the FY 2017 Board approved audit plan.

### Audit Scope and Objectives:

The scope of the audit included mineral revenue for the period July 1, 2014 to June 30, 2016, for all campuses.

The objectives of this audit included an evaluation of the effectiveness of oil, gas and mineral lease processes in reducing risk to acceptable levels in the following areas:.

- Potential unidentified interests in mineral revenues
  - Pre-leasing process
  - Tracking state owned property
  - Monitoring property for well activity
- Mineral revenue collections
  - Monitoring revenue and deductions
  - Completeness of revenue received
- Reconciliation of mineral revenue

# Quarterly Audit Summary

*Fiscal Year 2017, 3<sup>d</sup> Quarter*

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## Audit Findings:

Our review identified issues with identifying and monitoring well activity on University owned property, ensuring that mineral revenue owed the University is collected, and ensuring that mineral revenue received is allocated and distributed appropriately. As a result, recommendations were made to address the issues, including creating and implementing centralized controls pertaining to property record maintenance, assessment of well activity and monitoring leasing activity.

## Management's Response and Corrective Action Plan:

Management concurred with our recommendations and is in the process of implementing corrective action plans which will be complete by December 31, 2017.

## Louisiana State University and A&M College

### **Athletics Financial Operations**

#### Audit Initiation:

This review originated as a scheduled audit from the FY 2017 Board approved audit plan.

#### Audit Scope and Objectives:

The scope of this audit included financial controls within the LSU A&M Athletics Department for the period July 1, 2015 to June 30, 2016. The objectives of our review were to evaluate the adequacy of financial controls related to revenue completeness and accuracy, contracts processing, team travel, imprest funds, facilities work orders, coaching and administrator compensation, and funds transferred to the University under the profit sharing agreement.

#### Audit Findings:

Our review identified issues with the timing of transfers to the University under the profit-sharing agreement, imprest fund cash controls, treatment of apparel allotments, and payment of

# Quarterly Audit Summary

*Fiscal Year 2017, 3<sup>d</sup> Quarter*

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work orders for Athletics facilities. As a result, we have the following recommendations for management:

1. Calculate the profit-sharing revenue transfer to the University after revenue and expense totals have been finalized. Transfer additional FY 15 profit not captured in the initial profit-sharing calculation to the University.
2. Research alternative methods of disbursing travel advances to individual travelers and teams. The alternative options should reduce the handling of cash, and provide adequate internal controls and safeguards that prevent opportunities for theft or misappropriation of Athletic funds.
3. Consult with University legal counsel to determine whether the apparel allotment should be considered income to the employee provided by the University or an outside benefit that is expected to be reported and approved in accordance with PM-11.
4. Determine the acceptable level of risk and, based on that risk appetite, establish a framework for reviewing Facility Service charges to ensure that the costs are appropriate and for legitimate work.

Management's Response and Corrective Action Plan:

Management concurred with our recommendations and is in the process of implementing corrective action plans which will be fully completed by September 30, 2017.

## **Athletics Agreed Upon Procedures (Louisiana Legislative Auditor)**

Audit Initiation:

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

Audit Scope and Objectives:

The Louisiana Legislative Auditor's (LLA) Office conducted agreed upon procedures in the areas of internal control, revenue and expense reporting, notes and disclosures, and affiliated and outside organizations. These procedures were

# Quarterly Audit Summary

*Fiscal Year 2017, 3<sup>d</sup> Quarter*

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intended to assist with management's evaluation of the effectiveness of the LSU Athletic Department's internal control over financial reporting as of June 30, 2016.

Audit Findings:

There were no significant audit findings.

Management's Response and Corrective Action Plan:

A management response was not required.





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

**Friday, October 21, 2016**

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

**Deadline for Submitting Agenda Items:** **September 21, 2016**

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**Friday, December 9, 2016**

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

**Deadline for Submitting Agenda Items:** **November 9, 2016**

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**Friday, January 27, 2017**

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

**Deadline for Submitting Agenda Items:** **January 2, 2017**

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**Friday, March 17, 2017**

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

**Deadline for Submitting Agenda Items:** **February 17, 2017**

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**Friday, May 5, 2017**

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

**Deadline for Submitting Agenda Items:** **April 5, 2017**

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**Friday, June 23, 2017**

**Thursday, June 22, 2017**

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

**Deadline for Submitting Agenda Items:** **May 23, 2017**

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**Friday, September 8, 2017**

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

**Deadline for Submitting Agenda Items:** **August 8, 2017**

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June 22, 2017

## **BOARD OF SUPERVISORS SCHOLARSHIP PROGRAM REGULATIONS**

### **PURPOSE AND MISSION**

The purpose of the LSU Board of Supervisors Scholarship program is to recognize and support students attending LSU entities who by their educational pursuits contribute positively to Louisiana's and society's prosperity and well-being.

The scholarship program's mission is to financially assist LSU degree-seeking individuals in achieving academic and career success by providing annual tuition-based scholarships in consideration of a student's academic potential, individual achievement or personal circumstances.

### **GENERAL PROGRAM GUIDELINES**

1. Scholarships will be awarded in consideration of academic potential, individual achievement or personal circumstances.
2. Scholarships are awarded for a full academic year unless awarded for a single semester only (fall, spring, and summer). If a student graduates or becomes ineligible, the scholarship may be awarded to another qualified student for the remainder of the academic year. If an awardee does not attend the summer semester, his or her scholarship may be awarded to another qualified student.
3. Normally students may receive only one tuition exemption scholarship from sources within LSU.
4. Students who are eligible for a TOPS award may also be awarded a Board of Supervisors scholarship **only** in the event a TOPS award does not cover the full cost of tuition in any given semester. If awarded, the Board of Supervisors Scholarship may only be used in conjunction with, not in lieu of, a TOPS award to cover the full cost of tuition.
5. Each member of the Board of Supervisors and the President of LSU shall be authorized to award -15 tuition exemption scholarships each academic year. Each board member is permitted to use two (2) of their

scholarships each year to award a non-resident fee exemption to qualified undergraduate students. Any person holding the title of President Emeritus shall be authorized to award 5 tuition exemption scholarships each academic year. It shall be the responsibility of the appropriate staff in the Offices of Student Aid and Scholarship, with the assistance of the campus admissions offices, to determine if students nominated to receive scholarships meet the minimum qualifications set forth in this document.

6. Members of the Board of Supervisors are prohibited from awarding scholarships to members of their immediate family. (The immediate family is defined as children, brothers, sisters, parents, spouse, and parents of one's spouse).
7. Members of the Board of Supervisors are prohibited from awarding scholarships to the following elected officials or members of their immediate family, unless financial need is clearly demonstrated:
  - a. U.S. Senators
  - b. U.S. Representatives
  - c. Members of the Louisiana Legislature
  - d. Statewide Elected Officials
8. The Student Member of the Board of Supervisors, who is elected by the Council of Student Government Presidents, is encouraged to award at least one scholarship at each degree granting LSU campus.
9. By Board Resolution, the student board member of the LSU Board of Supervisors is granted a board scholarship during the time they serve on the board until completion of the program in which they were enrolled when they were elected to the Board of Supervisors. If the student board member does not utilize the scholarship during their term on the board, they may be awarded a scholarship for a subsequent program within two years of the completion of their service on the Board for a maximum of two years. Students must comply with all of the requirements of the Board of Supervisors scholarship policy in order to earn and maintain the scholarship.

### **APPLICATION and SELECTION PROCEDURES**

1. To apply for a Board of Supervisors Scholarship students should complete the application form for this program that is available through the Office of the Student Financial Aid on each campus and the LSU Board of Supervisors' website ([www.lsu.edu/bos](http://www.lsu.edu/bos)).
2. Students must also submit a personal statement with the application form. Personal statements are essays no greater than 750 words. A successful personal statement should allow the scholarship donor to have an inside glimpse of the applicant's life experiences and accomplishments. The personal statement assists board members in understanding the student's personal circumstances, core interests, skills and values.

3. All completed application forms, including the personal statement, should be submitted to the appropriate Student Financial Aid Office at the institution at which attendance is intended which will verify the information and send the application forms to the Board of Supervisors Office.

4. Applications are due to the LSU Board of Supervisors office according to the following schedule:

- June 15 for fall semester
- November 15 for spring semester
- April 15 for summer semester

A board member may consider a late application.

5. Members of the Board of Supervisors are encouraged to work with the LSU University Administration Office and LSU Chancellors in identifying qualified scholarship recipients.

6. Scholarship applications will be awarded according to the following schedule:

- August 15 for fall semester
- January 15 for spring semester (if they did not apply starting with fall)
- May 15 for summer semester

A board member may elect to award a scholarship after the deadlines established by this policy.

7. It shall be the responsibility of the Board staff to notify the appropriate Board member when students fail to meet the eligibility requirements of the scholarship program.

8. As part of the official records of the scholarship program, the Board of Supervisors Office will keep a completed application form for each student awarded a scholarship for the entirety of the academic year.

9. Students who submit applications and do not receive a scholarship will be required to submit another application for subsequent academic years, if they would like to be reconsidered for a Board of Supervisors Scholarship.

### **QUALIFICATIONS**

The Board of Supervisors Scholarship Program is available to both full-time and part-time students who are registered and enrolled in the undergraduate, graduate, and professional programs offered by the various LSU System campuses and who meet the qualifications listed below:

**NOTE: THESE ARE MINIMUM QUALIFICATIONS. INDIVIDUAL BOARD MEMBERS MAY ESTABLISH MORE STRINGENT REQUIREMENTS.**

A. **Freshman**

Entering freshmen must have been **officially** admitted to the University.

Freshmen must earn a cumulative (overall) grade-point average of at least a 2.3 on all work taken during this classification to maintain their scholarships.

B. **Upperclassman**

Students classified as sophomores, juniors, and seniors must earn a cumulative grade-point average of at least 2.5 to receive and maintain a Board of Supervisors Scholarship.

Upperclassmen with a cumulative grade-point-average which is greater than or equal to 2.3, but less than a 2.5 may be considered for a scholarship provided that they meet all of the following criteria:

- a. They have earned at least a 3.0 average, while enrolled for a minimum of 12 hours, for the full semester immediately preceding the award of the scholarship.
- b. They are making satisfactory progress towards earning a degree.
- c. They maintain a 3.0 semester average until their cumulative grade point average reaches the required 2.5 for upperclassmen.

C. **Professional and Graduate Students**

Students attending graduate or professional school at the various LSU System campuses must receive unconditional admission in order to qualify for a Board Scholarship. Retention of the scholarship shall be based on students maintaining “good standing” with their respective academic programs.

**ELIGIBILITY FOR SCHOLARSHIPS**

Students lose their eligibility for a Board of Supervisors scholarship if they:

- a. **Exceed the maximum number of semesters or academic years provided under the terms of the scholarship that are listed in these regulations.**
- b. **Fail to maintain the required scholastic average.**

## **TERMS**

Undergraduate students may receive a Board Scholarship for a maximum of eight regular semesters and four summer terms.

Professional and graduate students may receive a Board Scholarship for the number of academic years that are considered normal academic progress toward receiving a degree.

## **VALUE**

The value of the Board Scholarship shall be equal to tuition only and shall not be inclusive of University fees, as fixed by the Board, for undergraduate and graduate students. The student shall be required to pay all other required fees, unless otherwise exempted by specific campus regulations.

For the professional schools: Law, Medicine, Doctor of Nursing Practice, Physician Assistant, Doctor of Physical Therapy, Dentistry, and Veterinary Medicine; the value of the Board Scholarship shall be equal to tuition only as fixed by the Board for the graduate program at Louisiana State University A&M College and shall not be inclusive of University fees. The student shall be required to pay all other required fees, unless otherwise exempted by specific campus regulations.

## **SCHOLARSHIP REVIEW COMMITTEE**

The Chairman of the Board of Supervisors shall appoint a Scholarship Review Ad Hoc Committee. The Scholarship Review Ad Hoc Committee will be comprised of members of the Academic Affairs Committee appointed by the chairman of that committee.

It shall be the responsibility of the Scholarship Review Ad Hoc Committee to:

- a. Periodically review the Board of Supervisors Scholarship Policy as requested by the BOS chairman and make recommendations for changes when necessary
- b. Provide BOS members with statistics on the distribution of scholarships at the end of each academic year

## **EXCEPTIONS**

1. Students who are eligible for a TOPS award may also be awarded a Board of Supervisors scholarship **only** in the event a TOPS award does not cover the full cost of tuition in any given semester. If awarded, the

Board of Supervisors Scholarship may only be used in conjunction with, not in lieu of, a TOPS award to cover the full cost of tuition.

2. The Board of Supervisors Scholarship does not cover courses taken during intersession.
3. Students enrolled in specialized, self-supported educational programs such as the Executive MBA Program or the LSU Online Program are not eligible for a Board of Supervisors Scholarship.
4. Scholarship recipients attending professional schools who opt to enroll in a dual/conjoint degree program, such as the JD-MBA, can only apply the value of their scholarship to one of the degree programs. The student must designate to which program the scholarship shall apply. The cost of enrolling in the additional degree program is the sole responsibility of the student.

## **APPLICATION PROCESS**

- All applications received by the Board of Supervisors are logged in electronically.
- All applicants receive notification their application has been received and will be retained on file for the duration of the academic year pending consideration by a member of the Board of Supervisors.
- All applications reviewed to ensure campus financial aid information has been completed.
- An individual file is maintained for all awarded scholarships which includes the following information:
  - Application with financial aid office documentation
  - Application attachments
  - Supervisor approval form
  - Copy of letter to campus awarding scholarship
  - Copy of award letter to recipient
  - Documentation of semesters awarded and GPA/good standing to track eligibility
  - Copies of correspondence related to award

## **RETENTION OF RECORDS**

All awarded applications retained for the duration of the award and for 5 years after the award has expired.

All non-awarded applications retained for 3 years after the end of the academic year in which the application was filed.

## **AWARD REPORTING**

In compliance with ACT 340 of the 2013 Regular Legislative Session, the Board of Supervisors annually provides to the Louisiana Legislature and posts on its website a list of all Board of Supervisor scholarship recipients and the value of the scholarship.





## **LSU Board of Supervisors Committee Meeting**

**Thursday, 6/22/2017**

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

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 (James W. Moore, Chair)**

##### **1. Request from LSU A&M to Establish 2 Graduate Certificates**

- i. Graduate Certificate in Instructional Coaching in the College of Human Sciences & Education

*ACADEMIC AFFAIRS - LSU A&M Request to Establish a GC in Instructional Coaching - Page 4*

- ii. Graduate Certificate in Veterinary Medical and Biomedical Sciences

*ACADEMIC AFFAIRS - LSU A&M Request to Establish the GC in Vet Med and Biomed Sciences - Page 7*

##### **2. Request from LSU A&M to Establish the PhD in Biological Engineering**

*ACADEMIC AFFAIRS - LSU A&M Request to Establish the PhD in Biological Engineering - Page 10*

##### **3. Request from LSU Eunice to Establish 2 Associate Degrees**

- i. Associate of Applied Science in Diagnostic Medical Sonography

*ACADEMIC AFFAIRS - LSU-E Request to Establish the AAS in Diagnostic Med Sonography - Page 13*

- ii. Associate of Applied Science in Surgical Technology

*ACADEMIC AFFAIRS - LSU-E Request to Establish the AAS in Surgical Tech - Page 15*

##### **4. Recommendation to Establish Degree Conferral Dates for Online Degree Programs**

*ACADEMIC AFFAIRS - Recommendation to Approve Degree Conferral Dates for Online Programs - Page 17*

##### **5. CONSENT AGENDA**

- i. Request from LSU A&M to Change the Name of the School of Human Resource Education

and Workforce Development to the School of Leadership and Human Resource Development

*ACADEMIC AFFAIRS CONSENT - LSU A&M Request to Rename the School of HRE - Page 19*

ii. Request from LSU A&M to Name 3 Facilities in Pleasant Hall

*ACADEMIC AFFAIRS CONSENT - LSU A&M Request to Name 3 Facilities in Pleasant Hall - Page 22*

- Jimmy and Lillian Maurin Multi-purpose Room
- Contractors Educational Trust Fund Conference Room
- Ann and Clarence Cazalot Lobby

**B. FINANCE, INFRASTRUCTURE, AND CORE DEVELOPMENT COMMITTEE (Ronald Anderson, Chair)**

1. Request from LSU A&M to Approve a Cooperative Endeavor Agreement by and among LSU Research and Technology Foundation

*FINANCE Resolution CEA - Page 24*

*ATTACHMENT I Proposed CEA - Page 27*

*ATTACHMENT II Letter - Page 44*

2. Approval of FY 2017 Supplemental Appropriation and FY 2018 Appropriation

3. Recommendation to Approve Fees pursuant to the Authority Granted in HB 113 of the 2017 Legislative Session

4. Request from LSU A&M to Authorize the Board of Supervisors to Enter into a Contract with GB Sciences, Inc. to provide Extraction, Processing and Production of Medical Marijuana

*FINANCE Resolution MMJ - Page 45*

5. CONSENT AGENDA

i. Request from LSU Health Science Center in Shreveport to Approve the FY 2018 Expenditure of Carroll W. Feist Legacy Funds for the Feist Weiller Cancer Center and to Make a Determination of Acceptable University Purposes

*FINANCE Approve Carroll Feist Legacy Funds - Page 48*

*ATTACHMENT I - Dr. Glen Mills Letter - Page 51*

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

1. Request from LSU A&M for Approval to Transfer Property to New Schools for Baton Rouge

*PROPERTY Resolution New Schools - Page 61*

*ATTACHMENT I - Site Diagram - Page 65*

*ATTACHMENT II - West State St site diagram - Page 66*

*ATTACHMENT III - MOU - Page 67*

*ATTACHMENT IV - Transmittal Memo - Page 68*

2. Request from LSUHSC-NO to Approve Agreements Related to the Construction and Operation of a Proton Therapy Center

*PROPERTY Resolution Proton Therapy - Page 69*

*ATTACHMENT I - Transmittal Letter - Page 72*

*ATTACHMENT II - First Amendment to Right of Use - Page 73*

*ATTACHMENT III - Intent to Grant Right of Use - Page 83*

3. Request from LSUHSC-NO to Approve Agreements with the University Medical Center Related

to the Future Construction of a Medical Office Building  
*PROPERTY Resolution Medical Office Building - Page 87*  
*ATTACHMENT I- Transmittal Letter - Page 90*  
*ATTACHMENT II - Second Amendment to Right of Use - Page 91*  
*ATTACHMENT III - Site Plan - Page 100*



## Request from LSU A&M to Establish the Graduate Certificate in Instructional Coaching

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

**Date: June 22, 2017**

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

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

### **1. Summary of Matter**

#### Description and Need

LSU A&M is requesting approval to establish a Graduate Certificate in Instructional Coaching. Instructional Coaching is an established area of study as an add-on certification for Louisiana's certified teachers. In 2009, LSU faculty were awarded a Board of Regents Louisiana Systemic Initiatives Program (LaSIP) grant (The Pilot Professional Development Project 2009-2012) for approximately \$1 million. The project was to design coursework to offer in-service teachers with a rich framework of practice in effective instructional coaching. An instructional coach is an in-service teacher who works with other teachers on best practices in teaching, leadership, school improvement, and research. Working with the Department of Education, LSU faculty developed course experiences and activities that would provide ample opportunity for inquiry, questioning, and reflecting about teaching; creating tools for instructional coaching, exploring instructional coaching roles, and seeking and applying solutions within instructional coaching specific to participants' school settings; and the development of school improvement action plans, targeting struggling schools and alternatively certified teachers. In 2012, the Board of Elementary and Secondary established the add-on certification in Instructional Coaching allowing public institutions in Louisiana the opportunity to develop certificate programs.

The purpose of the proposed Graduate Certificate in Instructional Coaching is to examine the intricacies and demands of instructional coaching such as developing organizational skills, establishing and maintaining peer relationships, expertise and competence in communicating with adult learners, and balancing the relationships between teacher colleagues and site principals/supervisors. The program will provide in-service teachers and other educators with a rich framework of practice in effective instructional coaching and instructional leadership that focuses on practical application of research and best practice. Courses are carefully planned to provide ample opportunity for inquiry, questioning, and reflecting about instructional coaching, creating tools for instructional coaches, exploring teacher leadership roles, and seeking and applying solutions within instructional coaching specific to participants' school settings. Issues are investigated in a gender-fair, multicultural environment, where all areas of diversity are respected and welcomed.

A goal of the School of Education, where the program will be housed, is excellence in teaching. Currently, the school serves many alternatively certified teachers who seek better ways to impact education and improve student learning. As school districts and local educational agencies created by charter schools struggle with budgets, this program provides a viable option to increase teacher effectiveness while providing continuing education to in-service teachers through this Instructional Coaching graduate certificate. The University of Louisiana at Lafayette offers a 100% online graduate certificate in instructional coaching. The proposed program is a hybrid model of online and on-campus courses, which will serve a different subset of local teachers who wish to have an in-person educational experience.

The program consists of 12 hours of in person and online graduate level courses taught by existing faculty, and an internship. The program follows guidelines set by the Louisiana Standards for State Certification of School Personnel eligibility requirements for instructional coaching. The state guidelines for instructional coaching programs are:

- a) advancing teacher leadership institute, three semester hours
- b) promoting instructional coaching institute, three semester hours
- c) school improvement and research, three semester hours;
- d) internship, three semester hours (university and school districts will collaborate to insure meaningful and practical experiences in actual school settings during the course of the educational leadership program).

### Students

The certificate program will attract in-service teachers and other educators, including those with alternative certification, who would like to become instructional coaches. The program will provide these teachers with the background, skill, and expertise needed to assume such a position. Add-on certifications for teachers can aid in career advancement, pay increases, and meet continuing education requirements.

Based on a high volume of inquiries from prospective students, and the number of alternatively certified teachers in the state, the school anticipates enrollment of 20-25 students per year by year 5.

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

The certificate program will be directed by Dr. Margaret-Mary Sulentic Dowell, Associate Professor of Literacy and Urban Education in the College of Human Sciences and Education. Current faculty will teach courses, both existing and new, within the program. The program will exist under the oversight of the School of Education and the Graduate School. No additional personnel, facilities, equipment, or library resources are required.

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

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

**4. Certification of Compliance with Article VII, Section 9, Paragraph D of the Bylaws of Louisiana State University Board of Supervisors**

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

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the Request to Establish the Graduate Certificate in Instructional Coaching from Louisiana State University & Agricultural & Mechanical College, subject to approval by the Louisiana Board of Regents.



## Request from LSU A&M to Establish the Graduate Certificate in Veterinary Medical and Biomedical Sciences

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

**Date: June 22, 2017**

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

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

### **1. Summary of Matter**

#### Description and Need

LSU A&M is requesting approval to establish a Graduate Certificate in Veterinary Medical and Biomedical Sciences for implementation in fall 2018. Based on similar models for post-bacc and graduate certificate programs designed for students interested in enrolling in medical school, the 16-unit program will primarily serve students interested in enrolling in veterinary school, but who are unable to gain admission because of the highly competitive nature of veterinary schools and the limited number of admissions slots. The program will allow prospective Doctor of Veterinary Medicine (DVM) students the opportunity to take first year courses at a slower pace, and potentially strengthen their applications to veterinary medicine programs or other graduate programs. The program will also provide an opportunity for PhD or DVM graduates to obtain the training necessary to teach in veterinary anatomy courses, a high need area for instruction in veterinary schools. K-12 teachers may be interested in earning the proposed graduate certificate as a way to advance their skills and careers in teaching.

The School of Veterinary Medicine additionally seeks to foster the readiness and recruitment of minority students interested in pursuing a veterinary degree through this program. The 2016 national average admission rate for racially and ethnically underrepresented students in veterinary colleges was 15.7%. Despite the ethnic and racial diversity of Louisiana's population and the high visibility of its historically black colleges, underrepresented students only accounted for 9.8% of the LSU SVM freshman class in 2016. We anticipate that this unique program may serve as an additional incentive for Louisiana's minority students to remain in the state of Louisiana for their veterinary medical education and may assist in making them more competitive for admission.

According to the American Association of Veterinary Medical Colleges (AAVMC), in 2016, 6,667 applicants nationwide competed for 4,227 seats in first-year veterinary classrooms. Admission to the LSU School of Veterinary Medicine is more competitive. In 2015, 809 students applied and only 87 students were admitted. The School of Veterinary Medicine also enrolls students with higher grade point averages than the national average, 3.80 GPA versus 3.55 GPA. Given the vast population of students not gaining admission on their first attempt, there is a need

for programs that foster the readiness and preparedness of students seeking admission to veterinary schools, be it in Louisiana or other states. In addition to this population, there are also around 2,500 students nationwide that fall just below the cusp for acceptance. This population would provide another source for enrollment. There are currently no other programs of this kind in Louisiana and is a rarity across the nation as most programs only offer undergraduate pre-veterinary certificates. The proposed program is made up entirely of graduate-level courses with professional veterinary coursework, which can be transferred into either graduate school programs or professional school programs upon acceptance.

The proposed certificate program provides a firm foundation in the veterinary sciences, with a curriculum sampling first-year veterinary courses over a variety of emphases. A three-person faculty oversight committee assembled from among the faculty of the Department of Comparative Biomedical Sciences will assist the students in selecting coursework that best fits their needs and educational goals. As an example, a student interested in attending veterinary school will likely wish to enroll in first-year VMED courses that are typically required for veterinary students, whereas graduate courses in Comparative Biomedical Sciences (CBS) will likely be more appropriate for students interested in attending graduate school. Finally, students with an interest in teaching anatomy would select any of our anatomy and/or histology courses, and K-12.

Students completing the required coursework will obtain a graduate certificate that will either 1) make them better prepared for veterinary or graduate school, 2) make them more competitive for anatomy teaching positions at veterinary schools, or 3) help them to advance their positions (for K-12 educators). The benefits to pre-veterinary students are most easily identifiable. Although the program does not guarantee acceptance to students applying for admission into the program in veterinary medicine, the students will have the opportunity to enhance their grade point averages (overall and last 45h GPAs) and demonstrate their ability to perform well in our coursework. Students that subsequently enroll in our veterinary program will be given credit for courses for which they obtained a letter grade of a “B” or better.

### Students

The pool of applicants will come from those either qualified to enroll in a professional veterinary school but were not admitted due to space limitations or those looking to increase their GPA and knowledge of foundational veterinary science for application in a subsequent year.

Enrollment of five students is projected for the first year. As recruitment efforts grow, enrollment should rise to at least 25 students by the fifth year of the program. These numbers are based on the number of students recognized as qualified by the LSU School of Veterinary Medicine Admissions Committee but who did not gain admission, as well as high enrollment numbers at the few other similar programs around the country.

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

The certificate program will be directed by Dr. Tammy Dugas, Professor of Comparative Biomedical Sciences within the School of Veterinary Medicine. The program will utilize existing courses already being taught to admitted veterinary students, no additional faculty will be



required during the initial years of the program. The program will be administered by the Department of Comparative Biomedical Sciences, which is heavily engaged in teaching first-year students, in coordinating the first-year curriculum, and in coordinating all anatomy and physiology coursework. Additional expenses will be minimal, and largely limited to the cost of embalmed animals for the additional students, approximately \$10K by the time enrollment increases to the anticipated 20 students per year by year 4. The School of Veterinary Medicine and tuition revenue will cover these costs.

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

A complete Board of Regents Request for Approval to Establish a Graduate Certificate 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 Board of Supervisors does hereby approve the request to establish the Graduate Certificate in Veterinary Medical and Biomedical Sciences at LSU A&M, subject to approval by the Louisiana Board of Regents.



## Request from LSU A&M for Approval to Establish the Doctor of Philosophy in Biological Engineering

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

**Date: June 22, 2017**

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

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

### **1. Summary of Matter**

#### Description and Need

LSU A&M is requesting approval to establish the Doctor of Philosophy in Biological Engineering in the College of Engineering. The Letter of Intent was approved by the Board of Supervisors in January 2016, and the Board of Regents in June 2016. Currently, biological engineering is a highly successful concentration in the multi-disciplinary PhD in Engineering Science. Last year, 7 students graduated with the concentration, and 35 students are currently enrolled. Separating the program into a stand-alone degree will raise the prominence of the program nationally, and will allow the program to be nationally ranked with other programs in the country. The Department of Biological and Agricultural Engineering, where the program will be housed, anticipates that the increased visibility will lead to increases in enrollment. The department currently has a bachelor's and master's program in biological engineering. Program implementation is scheduled for fall 2018.

Biological Engineering is a growing field, combining knowledge of biology with engineering techniques. It is the newest "fundamental" engineering field, based on the science of biology. The research in this field includes faculty working to cure major diseases; creating solutions to environmental, processing, agricultural, and health related challenges; and ultimately, enhancing life through fundamental and applied research in the field of biological engineering. Employment is projected to rise in the broad field of bio-engineering by 70% over the next ten years. Careers in biomedical engineering alone are projected to grow above average (23%) nationally in the next ten years. Jobs are expected in medical and health related work (NIH alone provides \$30 billion/year for health related research); agriculture (a \$10 billion business in Louisiana); food processing and engineering; coastal and environmental engineering (billions in expected expenditures in the next decade); and in academic fields (at least ten LSU graduates have worked in research and/or teaching in academic fields in the past decade).

The proposed program will dovetail with the Fast Path Program in Biomedical Engineering, a program established between LSU Health Sciences Center New Orleans and LSU's College of Engineering in 2015. The Fast Path Program gives students the opportunity to receive a BS, MD, and PhD in one to three years less than in a traditional path. The program currently has 17

students enrolled, and it is expected to continually grow.

The PhD program will require a minimum of 42 units of non-research coursework, with at least 21 units at the 7000-level and above, including a required graduate seminar (BE 7500), a minimum of 12 credits in Biological Engineering, at least 12 credits of research, and an approved dissertation, with a minimum total of 54 credit hours. The program will be administered through the LSU College of Engineering, Department of Biological and Agricultural Engineering.

### Students

It is expected that the PhD student output will increase once a formal program is in place, but current numbers show a sustainable program graduating 3-5 PhD graduates per year initially and growing to 5-10 once the program is more established. It is also expected that the master's program graduate numbers will be enhanced from the addition of the PhD program and the improved visibility.

The Department of Biological and Agricultural Engineering will recruit PhD students locally, nationally, and internationally; some will come with BS degrees, others with MS degrees. The 'Masters in Passing' option will be made available for those PhD students who desire to stop at the MS level, but the master's program in biological engineering will be mostly a destination for students with a BS in engineering seeking an MS degree. For the Fast Path students, the PhD will be the only choice. There have also been several interested requests from students in fields of Chemical Engineering, Food Science, Materials Science, Mechanical Engineering, Renewable Natural Resources, Chemistry, and Biology for such a degree.

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

The program will be administered through the Department of Biological and Agricultural Engineering. Faculty from other fields are encouraged to apply for Biological Engineering program status. Example fields include Biological Sciences, Chemical Engineering, Chemistry, Environmental Engineering, Food Science, Health Sciences, Industrial Engineering, Mechanical Engineering, Biomedical, Renewable Natural Resources, and Veterinary Sciences. As the program is essentially offered currently, the administrative structure of the institution will not be affected. This program should be nearly cost neutral and enhance the research capabilities and visibility of this and related programs. Based on the current Engineering Science – Biological Engineering program, grant funding (federal and state) has consistently exceeded the proposed grant funding for students, equipment, and supplies, and the department will continually ensure that there is sufficient funding for the PhD program.

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

A complete Board of Regents Request for Approval to Establish 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 Board of Supervisors does hereby approve the request to establish the Doctor of Philosophy in Biological Engineering at LSU A&M, subject to approval by the Louisiana Board of Regents.



**Request from LSU Eunice to Establish an  
Associate of Applied Science in Diagnostic Medical Sonography**

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

**Date: June 22, 2017**

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

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

**1. Summary of Matter**

Description and Need

LSU Eunice is requesting approval to establish an Associate of Applied Science in Diagnostic Medical Sonography (DMS). LSU-E currently offers a Certificate of Applied Science in DMS, and would amend the existing 63-hour curriculum by adding an additional 8 hours of DMS and other required courses for a 71-hour AAS. As technology changes in health care facilities, and physicians demand health care professionals with enhanced knowledge base and more refined skills, allied health education is moving in the direction of more advanced credentials, and DMS is no exception. The proposed program will provide collaborative interface with health care personnel and peers in healthcare facilities, as well as providing the competency and skills required of a successful sonographer.

LSU-E regularly works directly with area hospitals and practitioners to ensure programs are meeting current needs. Acadiana regional hospitals and health care providers have indicated a shortage of qualified medical sonographers, as well as their desire to move toward hiring professionals with a minimum of an associate degree in the field. The proposed AAS will prepare students as entry-level sonographers in the areas of abdomen and obstetrics/gynecology, and graduates of the program will be eligible to take the national licensing exam in the disciplines of Abdominal, Small Parts, and Obstetrics/Gynecology. The only other two programs in the state are in Baton Rouge and New Orleans. The proposed program at LSU-E will better serve the needs of the Acadiana region.

The current certificate program is accredited by the Commission on Accreditation of Allied Health Education Programs (CAAHEP), and anticipates full accreditation of the proposed AAS by fall 2018.

Students

At LSU-E, nearly 1000 students declare nursing or allied health as a major per year. In addition to those students currently enrolled in the existing certificate program, nearly 30% of declared

nursing or allied health majors have expressed interest in the AAS in DMS. Anticipated enrollment in the program is 8-9 students per year, limited by the number of available clinical spots and accreditation limits on the number of students supervised per faculty member.

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

One new faculty member has been hired to teach the additional courses required for the upgrade of the existing certificate program to the associate degree level and to accommodate increased target student enrollment. The faculty member currently teaching in the certificate program will serve as the program director, and the new faculty person as the clinical coordinator. Current facilities will meet the needs of the proposed program including dedicated classroom and laboratory space made possible by a 2013 Enhancement Grant that funded a high-tech multi-purpose classroom. The program will be housed in the Division of Health Sciences and Business Technology and will be administered by the two faculty in the program. LSU-E has been successful in consistently obtaining support through Carl Perkins Funding for the nursing and allied health programs, including the existing DMS certificate program. This funding along with tuition revenue generated by the program will cover faculty salaries and other costs of the program. Any minimal new library acquisitions needed will be absorbed by the division's existing library budget.

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

A full Board of Regents Request for Authority to Offer a New Degree Program and budget 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 does hereby approve the request from LSU Eunice to establish an Associate of Applied Science in Diagnostic Medical Sonography, subject to approval by the Louisiana Board of Regents.



**Request from LSU-Eunice to Establish an  
Associate of Applied Science in Surgical Technology**

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

**Date: June 22, 2017**

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

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

**1. Summary of Matter**

Description and Need

LSU Eunice is requesting approval to establish an Associate of Applied Science in Surgical Technology. This new program was designed with support from Acadiana area hospitals and health care providers because of a lack of qualified professionals in this area. A statewide and national shortage of nurses and other allied health care professionals continues to put pressure on healthcare hospitals and providers, and leads to decreased quality of care for patients. LSU-E had 997 students declare nursing or allied health as their major in spring 2017. Less than 50% of these students will gain entry into their desired program due to competitiveness and limits on clinical spots available. Many of these students will choose health care related professions, but many will choose non health care majors or drop out of school altogether. The proposed program will not only meet the specifically stated needs of regional healthcare providers, but will also provide students with an additional avenue into an allied health profession.

The Louisiana Work Force Commission classifies surgical technology as a four star rated occupation, and the Acadiana region is facing a critical shortage of qualified professionals. The closest active program is in Baton Rouge. The program at LSU-E would fill a gap in education and better serve the needs of students and employers in the region.

The commission on Accreditation of Allied Health Education Programs (CAAHEP) has declared that by 2021, all institutions should award a minimum of an associate degree in this profession. The program will seek accreditation, and anticipates accreditation by spring 2019 based on successful program implementation for fall 2018.

Students

Nearly 1000 students per semester declare nursing or allied health as a major at LSU-E. Currently enrolled and prospective students interested in a career in allied health would be attracted to the program. The division anticipates enrollment of 20 students upon implementation, increasing to 30 students by year 3.

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

Currently, LSU-E has no faculty to teach in the area of surgical technology. Prior to the start of the program, two faculty members will be hired to teach and administer the program, and will be given the administrative functions of Program Director and Clinical Coordinator. A third faculty will be hired as needed in year three, for a total of \$250K in faculty costs per year by year three. The program will be housed in the Division of Health Sciences and Business Technology. While LSU-E has ample lab space to house the required courses, renovations will be needed to set up simulated operating rooms. LSU Administration is currently seeking external funding including grants and collaborations with health care facilities to fund the \$250,000 renovations required to offer the program. Other program costs will include \$2000 per year for travel and professional development, as well as \$7000 in supplies during the first two years of implementation, and \$8500 per year after that. Program costs will be covered by self-generated funds from tuition paid by students enrolled in the program. Minimal library expenditures needed will be absorbed into the existing library materials budget of the division.

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

A full Board of Regents Request for Authority to Offer a New Degree Program form and budget 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 does hereby approve the request from LSU Eunice to establish an Associate of Applied Science in Surgical Technology, subject to approval by the Louisiana Board of Regents.





## Recommendation to Establish Degree Conferral Dates for Online Degree Programs

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

**Date: June 22, 2017**

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

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

### **1. Summary of Matter**

The LSU Office of Academic Affairs is recommending that the University establish degree conferral dates for online degree programs. Louisiana State University continues to increase enrollments in its online degree programs. Total enrollments in online programs at LSU A&M, LSU Alexandria, and LSU Shreveport amounted to over 2,500 students for spring 2017, an increase of 49% since the spring 2016 semester.

Currently, LSU degrees are conferred only at the conclusion of the traditional fall and spring semesters and summer terms. For students enrolled in online programs, this results in situations where a student may complete the degree requirements at the end of a seven-week module, but the degree is not conferred until weeks or months later. Not conferring degrees at the conclusion of each module negatively impacts our online graduates as it may delay them from being admitted to advanced degree programs, prevent them from sitting for national certification examinations, delay them from receiving tuition reimbursements from employers, and delay employment or pay increases and promotions.

One set of conferral dates for students completing online degree programs will be available for all LSU campuses unlike traditional conferral and commencement dates, which differ by campus. Different traditional commencement dates are practical to allow physical participation and attendance at multiple commencement ceremonies if needed. However, this constraint does not exist for online degree conferral dates. By establishing one set of conferral dates for online programs, campuses will be able to align efforts for joint programs, student transfer, and other collaborations. Online students will receive their diplomas by mail; however, should they wish to participate in on-campus commencement activities, they will be permitted to do so during the next on-campus ceremony following the module of completion or according to their campus' policies.

Through collaboration with the three campuses offering online degree programs using seven-week modules (LSU A&M, LSU Alexandria, and LSU Shreveport), the following three initial degree conferral dates are recommended for 2017: August 31, October 23, and December 17.

## **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the recommendation to establish degree conferral dates for online degree programs; and

**BE IT FURTHER RESOLVED** that the Board of Supervisors does hereby approve the recommended degree conferral dates for online degree programs at the campuses of LSU for 2017: August 31, October 23, and December 17.



**Request from LSU A&M to Change the Name of the School of Human Resource Education and Workforce Development to the School of Leadership and Human Resource Development**

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

**Date: June 22, 2017**

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

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

**1. Summary of Matter**

The LSU A&M College of Human Sciences and Education is requesting to change the name of the School of Human Resource Education and Workforce Development to the School of Leadership and Human Resource Development. The new name will better reflect transformations in the program in the past decade, more effectively communicate the nature of the school's programs to stakeholders and constituencies, and position the school more effectively and accurately at LSU and globally in higher education.

The Department of Vocational Education was formed as an original part of LSU in the 19<sup>th</sup> century, and later evolved in the School of Vocational Education in the College of Agriculture until 2005. At that time, the name was changed to the School of Human Resource Education & Workforce Development (SHREWD) in response to dramatic changes in the field of Vocational Education, particularly in higher education, and in an effort to transcend the boundaries typically associated with the term 'vocational education'. The school was later moved out of the College of Agriculture and into the College of Human Sciences & Education as part of a university-wide reorganization. Over the last decade, the unit undergone a process of continuous evolution and development. This is reflected most significantly in:

- A separation within the School that saw the traditional agriculture and extension components going to the College of Agriculture and the leadership and human resource development components remaining together in the College of Human Sciences & Education.
- A shift in the focus of faculty hires including the addition of an associate professor and assistant professors with terminal degrees in Industrial/Organizational Psychology (I/O Psychology), four faculty members with strong backgrounds in human resource development, two with expertise in leadership and leadership development, and a program evaluation specialist.
- A substantial modification of courses and curricula, the addition of a new certificate program, an undergraduate leadership development minor, and an online MS program.

An emerging focus on leadership within a human resource development framework within the school has been a major driver for the proposed name change. The recently approved Leadership Development Institute in the school is designed to serve as an umbrella organization to promote interdisciplinary education and training for the purpose of developing leadership competencies and to foster research and collaboration on leadership development. The school has also established an 18-hour undergraduate Leadership Development Minor. The focus of this minor is to provide coursework and practical experiences leading to the development of leadership skills applicable to any profession.

The school's current name lacks clarity for potential students and other key stakeholders. The "Human Resource Education" portion of the current name does not have a standard definition and is not recognized to represent or describe a field of academic study or professional practice. Feedback from students and employers indicates that the current school name and degree title is often misinterpreted to reflect expertise in secondary or higher education. The focus of the school is on leadership and human resource development, terms which are both grounded in established fields of practice with dedicated professional organizations and are supported by peer-reviewed scholarly journals and degree-providing programs at research-intensive universities. The term "workforce development" will be removed from the name of the school because the term is used to mean different things in different contexts, can be approached from different perspectives, and has been used to describe a wide range of activities, interests, and policies. The school's expertise in leadership and human resource development can make the greatest contribution to workforce development via the training, leadership development, and organization development programs and initiatives that provide employees with the skills and organizations with the systems and processes that support global competitiveness. The proposed new name, School of Leadership and Human Resource Development, will effectively reflect this expertise and should accurately reflect our capabilities and potential in contributing to the broader sphere of workforce development and an understanding of where LSU can have the biggest impact in Louisiana and elsewhere.

As part of the proposal process, the Department of Psychology and the William W. and Catherine M. Rucks Department of Management were consulted for feedback. The Department of Psychology expressed no objections to the proposed name of School of Leadership and Human Resource Development. The Rucks Department of Management expressed reservations to an earlier proposed name, the School of Human Resource and Organizational Development. The objection was related to the use of the term "Human Resource" without any further clarifying information to avoid confusion between the then-proposed school name and the human resource management program within the Rucks Department of Management. Based on this collective feedback, and a deeper analysis of the distinctions between human resource development and human resource management, the proposed School of Leadership and Human Resource Development emerged. Dean Damon Andrew, Dean of the College of Human Sciences and Education, subsequently met on our behalf with Dean Richard White, Dean of the E. J. Ourso College of Business. Dean White indicated he is in support of this name change request.

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

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

- a) A memo of request from Interim Director Reid Bates, approved by Dean Damon Andrew and EVPP Richard Koubek
- b) A full name change proposal

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

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

### **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request from LSU A&M to change the name of the school of Human Resource Education and Workforce Development to the school of Leadership and Human Resource Development, subject to approval by the Louisiana Board of Regents.



## Request from LSU A&M to Name 3 Facilities in Pleasant Hall

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

**Date: June 22, 2017**

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

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

### 1. Summary of Matter

Ruffin G. Pleasant Hall, named for the late LSU alumnus, LSU Tiger Marching Band co-founder, and former governor of Louisiana, is located near the intersection of Dalrymple Drive and Highland Road, just inside the North Gates of LSU. One of the most prominent buildings on LSU's historic main campus, the facility has undergone several transformations since its opening in 1931 and has been home to Enrollment Management for several years. Pleasant Hall is one of the first places prospective students and their parents visit at LSU.

In 2012, the firm Remson Haley Herpin Architects was commissioned to perform a study of the operations and facilities within the lobby and surrounding spaces in Pleasant Hall. The LSU Foundation received \$850K in donations allowing construction to proceed for improvements to the efficiency of the use of existing space and assets of Pleasant Hall. LSU A&M is seeking approval to name the following 3 facilities in Pleasant Hall in recognition of the transformative gifts and support of LSU:

a) Jimmy and Lillian Maurin Multi-purpose Room

Mr. and Mrs. Maurin both graduated from LSU in 1970, and are members of the LSU Foundation. Mr. Maurin is co-founder and retired chairman of Sterling Properties Inc. (formerly Maurin-Ogden), which he formed with fellow LSU alum, Roger H. Ogden ('68). The two also established the Maurin Ogden LSU Scholarship. Mr. Maurin currently serves on the LSU E.J. Ourso College of Business Dean's Advisory Council, the College of Business Building Oversight Committee, and the Paul M. Hebert Law Center's Laborde Energy Advisory Council. Mr. Maurin has also served as chair and executive committee member of the TAF Board of Directors, co-chair of the Tiger Stadium Expansion Committee, and was a member of the Louisiana Flagship Coalition and of the Kappa Sig Building Campaign Committee. He was an inductee into the COB Hall of Distinction in 2006, the Alumni Association Hall of Distinction in 2008, and recipient of an honorary doctorate in 2015.

b) Contractors Educational Trust Fund Conference Room

The Contractor's Educational Trust Fund (CETF) is funded through the fines imposed by the Louisiana State Licensing Board of Contractors to contractors' violations within the

state. In LSU's College of Engineering, CETF has established the CETF Chair for Applied Professional Ethics in Construction Management, and the CETF Distinguished Professorship and Associate Professorship. CETF also established the CETF Construction Educator of Practice Award. CETF is a member of the LSU Foundation Laureate Society.

c) Ann and Clarence Cazalot Lobby

Alumni Clarence Cazalot ('72) is chair-elect of the LSU Foundation Board of Directors, a member of the LSU Foundation Laureate Society, and a member of the College of Science (COS) Dean's Circle. He was an inductee into the COS Hall of Distinction in 2010 and the Alumni Association Hall of Distinction in 2005, the honoree of the President's Award in 2004, and recipient of an honorary doctorate in 2007. As retired chair, CEO, and president of the Marathon Oil Corp., Mr. Cazalot was instrumental in Marathon Oil's significant donation used for infrastructure improvements at the Geology Field Camp. He and Marathon Oil also supported the renovation of the atrium in the Howe-Russel Geoscience Complex as well as creating the Marathon Oil Distinguished Speaker Series in COS. Mr. and Mrs. Cazalot were also influential in completing the challenge math to endow the GeauxTeach Program that allows students to pursue secondary teacher certification while pursuing a science degree.

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

A memo of approval from the Chair of the Naming University Facilities and Academic Unit Committee, and a LSU Facilities Naming Request Form are on file with the Office of Academic Affairs.

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

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

## **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request from LSU A&M to name the following 3 facilities in Pleasant Hall:

- a) Jimmy and Lillian Maurin Multi-purpose Room
- b) Contractors Educational Trust Fund Conference Room
- c) Ann and Clarence Cazalot Lobby



**Recommendation to approve a Cooperative Endeavor Agreement  
by and among LSU Research and Technology Foundation and  
Board of Supervisors of Louisiana State University and  
Agricultural and Mechanical College**

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

**Date: June 22, 2017**

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

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 the 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 approved by the Board with an effective date of July 1, 2014 with a term of three years. The CEA with the LSU Research and Technology Foundation was amended in year 2 and year 3 to adjust the budget. This CEA is for FY 2018 and continues the services the RTF has been providing and incorporates its services regarding the LIFT<sup>2</sup> program, which had been handled under a letter agreement in prior years. This CEA, recommended by the President's Committee on Technology Transfers, establishes the FY 2018 budget at \$1,290,000.

The FY 2018 budgeted amount reflects the anticipated actual cost and is consistent with prior years' budgets with only a \$33,500 increase from FY 2017. The FY 2017 represented a \$494,816 decrease from the FY 2016 budget. Each research campus will fund the CEA through its budget for operations of technology transfer and the Office of the President will fund this from technology transfer revenues.

The RTF will continue to provide administrative services to the University Administration under the amended CEA. There are many services that the RTF provides to the University Administration including legal and administrative oversight of LSU intellectual property agreements, development of Standard Operating Procedures, management of equity held by LSU in private companies, maintaining and funding research and operational bases, maintaining records, managing the LIFT Grant program, managing the RE-LIFT Grant program and preparing metric reports.



## 2. Review of Business Plan

The technology transfer offices of the LSU Research Campuses have discussed and accepted the budgetary needs of the CEA.

## 3. Fiscal Impact

The budget breakdown is as follows:

	<b>FY 2017 Budget</b>	<b>FY 2018 Budget</b>	<b>Change in Budget</b>
LSU*	\$310,000	\$310,000	\$-
LSU A&M	\$300,000	\$287,000	\$(13,000)
Ag Center	\$251,000	\$401,500	\$150,500
Pennington	\$83,000	\$90,000	\$7,000
HSC-NO	\$200,000	\$45,000	\$(155,000)
HSC-S	\$111,000	\$154,000	\$43,000
LSU-S	\$2,000	\$3,000	\$1,000
<b>TOTAL</b>	<b>\$1,257,000</b>	<b>\$1,290,500</b>	<b>\$33,500</b>

\*The LSU allocation of \$310,000 that is provided from the President's tech transfer account to help minimize the cost increase to each of the research campuses was incorporated in the LSU A&M budget in the prior CEA.

## 4. Description of Competitive Process

Not Applicable

## 5. Review of Legal Documents

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

## 6. Parties of Interest

Not Applicable

## 7. Related Transactions

Not Applicable

## 8. Conflicts of Interest

None

## ATTACHMENTS

- I. Proposed Cooperative Endeavor Agreement
- II. Recommendation of the President's Committee on Tech Transfer

## 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 Cooperative Endeavor Agreement with the LSU Research and Technology Foundation dated July 1, 2017 and any related documents and to make any changes that he deems to be in the best interest of the University.

**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

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]*

## Recommendation of PCTT

To: President F. King Alexander

From: President's Committee on Tech Transfer (Members: William Richardson, Kalliat "KT" Valsaraj, David Winwood, Patrick Reed, Annella Nelson and Nicole Honoree)

Subject: Recommendations from April 2017 meeting

Date: April 3, 2017

### Additional Members

Last year LSU-Shreveport (LSUS) member Paul Sisson retired and the committee recommends that Amanda Lewis of LSUS be added to replace Paul.

### CEA between RTF and LSU

The CEA between LSU and the LSU Research and Technology Foundation (RTF) expires on June 30, 2017. The new 3 year CEA needs to be submitted to the LSU BOS for approval. It is the recommendation of the PCTT that it should be placed on the agenda for the May 5, 2016 LSU Board of Supervisors meeting and recommends approval of the new CEA

The campuses and the RTF have been working together to improve the language of the CEA and refine the budget. The new CEA better defines the legal expenses provided by the RTF and the additional services that the campuses may request. The CEA also incorporates the RTF's services regarding the LIFT<sup>2</sup> program which has previously been provided for in a separate agreement.

There is a slight increase in the budget from the prior year, which is the result of some increase international patenting activity on licensed AgCenter technology. Below is a chart with a comparison of the budgets.

	<b>FY 2018</b>	<b>FY 2017</b>	<b>Difference</b>
<b>LSU</b>	\$310,000.00	\$310,000.00	\$-
<b>LSU A&amp;M</b>	\$287,000.00	\$300,000.00	\$(13,000.00)
<b>Ag Center</b>	\$401,500.00	\$251,000.00	\$150,500.00
<b>Pennington</b>	\$90,000.00	\$83,000.00	\$7,000.00
<b>HSC-NO</b>	\$45,000.00	\$200,000.00	\$(155,000.00)
<b>HSC-S</b>	\$154,000.00	\$111,000.00	\$43,000.00
<b>LSU-S</b>	\$3,000.00	\$2,000.00	\$1,000.00
<b>TOTAL</b>	\$1,290,500.00	\$1,257,000.00	\$33,500.00



**Approval of FY 2017 Supplemental Appropriation and  
FY 2018 Appropriation**

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

**Date: June 22, 2017**

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

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

**1. Summary of Matter**

**FY 2016-17 Supplemental Appropriation**

House Bill 5 (HB5) of the 2017 Second Extraordinary Legislative Session, the Supplemental Appropriation Bill, provides amended appropriations for FY 2017. The supplemental appropriation bill provided an additional \$6,293,000 for Fees and Self-generated authority as follows:

- LSU Alexandria - \$3,100,000
- LSU Health Sciences Center – New Orleans - \$1,393,000
- LSU Health Sciences Center – Shreveport - \$500,000
- LSU Eunice - \$1,300,000

The supplemental appropriation bill provided an additional \$67,574 for State General Fund by Interagency Transfer from the Department of Education to the Louisiana State University A&M College for the Minimum Foundation Program.

**FY 2018 Appropriation**

On February 23, 2017, the Commissioner of Administration presented the FY 2018 Governor’s Executive Budget to the Joint Committee on the Budget as follows (in millions). It is from these general calculations that the funding for Higher Education was derived.

Funding Source	FY 2016-2017 as of 12/1/2016	Proposed Executive Budget FY 2017-2018	Difference
State General Fund	\$9,642.1	\$9,469.6	(\$172.5)
Fees & Self-Generated	\$2,512.0	\$2,576.6	\$64.6
Statutory Dedications	\$3,952.6	\$3,948.7	(\$3.9)
Interim Emergency Board	\$0	\$0	\$0
Total State Fund	\$16,106.7	\$15,994.9	(\$111.8)
Federal Funds	\$12,249.9	\$13,743.4	\$1,493.5
<b>Grand Total</b>	<b>\$28,356.6</b>	<b>\$29,738.3</b>	<b>\$1,381.7</b>

The original FY 2018 Governor’s Executive Budget proposed \$2.6 billion in total means of financing for Higher Education, a \$31.7 million decrease from FY 2017, or 1.2%, including a State General Fund reduction of 1.9%.

## FY 2018 Executive Budget Recommendation for Higher Education

Means of Financing & Table of Organization	Existing Operating Budget as of 12/01/16	FY 2018 Executive Budget Recommendation	Over/Under EOB
State General Fund Equivalent#	\$920,156,357	\$901,075,908	(\$19,080,449)
Total Interagency Transfers	\$26,601,875	\$23,555,601	(\$3,046,274)
Fees & Self-generated Revenues	\$1,389,630,995	\$1,389,630,995	\$0
Statutory Dedications#	\$175,640,343	\$166,087,210	(\$9,553,133)
Interim Emergency Board	\$0	\$0	\$0
Federal Funds	\$79,903,497	\$79,903,497	\$0
<b>Total</b>	<b>\$2,591,933,067</b>	<b>\$2,560,253,211</b>	<b>(\$31,679,856)</b>
T. O.	0	0	0

### FY 2018 Executive Budget Highlights

The Governor's FY 2018 Executive Budget for Higher Education included the following highlights:

- \$209.4M was provided for the Taylor Opportunity Program for Students (TOPS) awards, and of the total amount provided \$149.1M is State General Fund (Direct) and \$60.3M was Statutory Dedication from the TOPS Fund. TOPS is Louisiana's merit-based scholarship program that awards qualifying students tuition payments for up to eight semesters at any eligible Louisiana institution.
- \$26.4M in State General Fund for Go Grants was unchanged from the FY 2017 budgeted amount. These grants are designed to help bridge the gap between the total amount of other forms of aid a student is awarded and the cost of attendance.
- The FY 2018 Executive Budget for Higher Education included a 2% State General Fund reduction of \$18.4M.

### Second Special Session

On May 31, 2017, Governor Edwards issued a call for a special session of the Louisiana Legislature. Governor Edwards issued the call as a precautionary measure in light of recent developments in the legislature related to the state operating budget, House Bill 1 (HB1), and the state construction budget, House Bills 2 and 3. The call did not include the option to raise additional revenue in the special session.<sup>1</sup>

The 2<sup>nd</sup> Extraordinary Session of 2017 convened immediately following the end of the 2017 Regular Legislative Session on Thursday, June 8<sup>th</sup> to consider bills pertaining to general appropriations, supplemental appropriations, fund transactions, and capital outlay. The legislature has now completed its work and has adjourned sine die. . It should be noted that both HB1 and HB5 were sent to the Governor for executive approval on June 16, 2017, but they had not been signed as of June 19, 2017. The significant budget highlights are as follows:

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

### **General Appropriations Bill (HB1)**

- TOPS is fully funded at \$291.2M. This represents an increase of \$84.2M above Fiscal Year 2017.
- GO Grants remain funded at the Fiscal Year 2017 level of \$26.4M.
- Board of Regents budget was decreased by \$1.3M to provide funding to the Department of Health for Mental Health Services.
- Higher Education budget was decreased by \$500,000 to provide funding to the Workforce Commission for Rehabilitation Services.
- Means of Finance adjustment to decrease the Tobacco Fund based on REC projections by \$2.4M and increase State General Fund by a like amount to fund TOPS. NOTE: The \$2.4M is included in the \$84.2M above to fully fund TOPS.

### **Supplemental Bill (HB5)**

- Self-Generated Revenue was provided for institutions to budget fee increases passed during Fiscal Year 2017.
  - Louisiana State University \$6,293,000
- State General Fund Revenue was provided by Interagency Transfer from the Department of Education to the Louisiana State University – A&M College for the minimum Foundation Program (MFP).
  - Louisiana State University A&M College \$67,574

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

N/A

## **RESOLUTION**

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (Board) that the Board authorizes the President of LSU to act on behalf of the Board in presenting the methodology and distribution of appropriations, table of organization positions, and related budget information for FY 2018 to the institutions of the University, the Board of Regents, the Governor and his agencies, and the Legislature or its committees as required between meetings of the Board, and hereby delegates all such authority necessary to accomplish such purposes; and

**BE IT FURTHER RESOLVED** that the actions taken herein constitute approvals of the appropriations, not specific approval of the FY 2018 operating budgets of any budget entity of the University, as required, which approvals remain with the Board or President of LSU, each respectively, pursuant to the Bylaws and as provided by law.





**Recommendation to Approve Fees Pursuant to the Authority Granted  
in HB 113 of the 2017 Legislative Session**

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

**Date: June 22, 2017**

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

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

**1. Summary of Matter**

House Bill 152 (Act 377) of the 2015 Regular Legislative Session provided statutory authority to the LSU Board of Supervisors and other postsecondary management boards to assess additional fees on students within certain parameters in academic years 2015-16 and 2016-17.

House Bill 113 (sent to the Governor for approval on June 6, 2017) of the 2017 Regular Legislative Session, extends the authority to the LSU Board of Supervisors and other postsecondary management boards to June 30, 2020 to establish, adjust, increase certain fees, to provide limitations, and to extend the requirement that such boards report annually to the legislature relative to such fees.

Louisiana State University and Agricultural and Mechanical College (**LSU**), LSU Paul M. Hebert Law Center (**LSU Law**), and LSU School of Veterinary Medicine, Louisiana State University at Alexandria (**LSUA**), and Louisiana State University in Shreveport (**LSUS**) are requesting changes to mandatory fees per the authority granted under House Bill 113 beginning with the Fall 2017 semester. None of the remaining University campuses are seeking changes to mandatory fees under the authority granted under House Bill 113 at this time.

**2. Review of Business Plans**

**LSU and LSU Law** requests to increase the “*Student Excellence Fee*” that will be assessed to all students excluding high school dual enrollment participants. Revenues generated from this proposed fee increase are intended for the faculty and staff merit increase program and support for instruction and support services of the university. The proposed fee increase is \$270 per semester.

**LSU School of Veterinary Medicine** requests to increase the “*Student Excellence Fee*” that will be assessed to all students excluding high school dual enrollment participants. Revenues generated from this proposed fee increase are intended for the faculty and staff merit increase program and support for instruction and support services of the university. The proposed fee increase is \$600 per semester.

Additionally, **LSU School of Veterinary Medicine** requests to decrease the “*Nonresident Fee*” that will impact all Veterinary Medicine nonresident students except for the SREB contract students from Arkansas. Revenue loss by this proposed fee reduction will be netted against the revenue generated from the proposed Student Excellence Fee increase. The proposed fee reduction is \$600 per semester.

**LSUA** requests to implement an “*Online Program Fee*” that will be assessed to all students enrolled in a 100% online program. Revenues from this proposed fee increase are intended to fund services directly related to the online programs including online tutoring, academic assistants, faculty training, course development, and proctoring for student exams. The proposed fee is \$50/course.

Additionally, **LSUA** requests to increase its “*Athletic Fee*” that will be assessed to all students not enrolled in a 100% online program. Revenues from this proposed fee increase are intended for normal operating costs, salaries, uniforms, team travel, student-athlete insurance, etc. The proposed fee increase is \$4/credit hour (from \$14/credit hour to \$18/credit hour).

**LSUS** requests to increase its “*Safety Fee*” that will be assessed to all undergraduate and graduate face-to-face students. Revenues generated from this proposed fee increase are intended for campus-wide updates in security measures within buildings and around campus. The proposed fee increase is \$.83/credit hour (from \$4.93/credit hour to \$5.76/credit hour).

Additionally, **LSUS** requests to increase its “*Academic Excellence Fee*” that will be assessed to all undergraduate and graduate face-to-face students. Revenues generated from this proposed fee increase are intended for the faculty and staff merit increase program and support for instruction and support services of the university. The proposed fee increase is \$6.67/credit hour (from \$10/credit hour to \$16.67/credit hour) for a maximum of 12 hours.

### **3. Fiscal Impact**

**ATTACHMENT 1** provides the proposed maximum fee increases per semester at each campus as well as the estimated incremental gross and net fee revenue that is projected to be generated by these fee increases annually.

### **4. Description of Competitive Process**

N/A

### **5. Review of Legal Documents**

House Bill 113 of the 2017 Legislative Session has been reviewed and all proposed fee increases have been deemed to be in compliance with this legislation.

### **6. Parties of Interest**

N/A

### **7. Related Transactions**

N/A

### **8. Conflicts of Interest**

N/A

## **ATTACHMENTS**

**ATTACHMENT 1** – Proposed Fee Increases/Decreases at LSU Campuses for FY 2017-18.

## RESOLUTION

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (Board) that the Board approves the proposed Student Excellence Fee increase at LSU, LSU Paul M. Hebert Law Center, and the LSU School of Veterinary Medicine; and,

**BE IT FURTHER RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (Board) that the Board approves the proposed Nonresident Fee reduction at LSU School of Veterinary Medicine; and,

**BE IT FURTHER RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (Board) that the Board approves the proposed Online Program Fee and Athletic Fee increase at LSU at Alexandria; and,

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

**BE IT FURTHER RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (Board) that President of LSU F. King Alexander, or his designee, is hereby authorized to make any adjustments necessary in finalizing and implementing these fee increases within the maximum fee amounts presented and authorized for each campus in this item, pending final approval of HB 113 by the Governor.

**ATTACHMENT I  
PROPOSED FEE INCREASES/DECREASES AT LSU CAMPUSES  
FY 2017-18**

CAMPUS	Name of fee	Proposed fee increase (per semester)	% Increase (total tuition & fees)	Students impacted by proposed fee increase (e.g., all students, undergraduates only)	When the proposed fee increase would first be implemented (I.e., Fall 2017 or Spring 2018)	Estimated gross and net incremental revenues that would be realized by the proposed fee increase	Intended use(s) of the incremental revenues
<b>LSU A&amp;M</b>							
LSU A&M	Student Excellence Fee	\$270	5.0%	All students excluding high school dual enrollment participants	Fall 2017	\$14.4M/\$13.7M	Faculty and staff merit increase program and support for instructional and support services of the university
Law Center	Student Excellence Fee	\$270	2.4%	All students excluding high school dual enrollment participants	Fall 2017	\$270K/\$256k	Faculty and staff merit increase program and support for instructional and support services of the university
Vet Med	Student Excellence Fee	\$600	4.5%	All students excluding high school dual enrollment participants	Fall 2017	\$500K/\$500K	Faculty and staff merit increase program and support for instructional and support services of the university
Vet Med	Nonresident Fee Reduction	(\$600)	-2.1%	Vet Med nonresident students except for the SREB contract students from Arkansas	Fall 2017	(\$150K)/(\$150K)	N/A
<b>LSUA</b>							
LSUA	Online Program Fee	\$50/course	N/A	Any student enrolled in a 100% online program	Fall 2017	\$86K/\$86k	Funding services directly related to the online programs including online tutoring, academic assistants, faculty training, course development, and proctoring for student exams.
LSUA	Athletic Fee	\$4/credit hour (from \$14/hr to \$18/hr)	1.4%	Any student NOT enrolled in a 100% online program	Fall 2017	\$150K/\$150K	Normal operating costs, salaries, uniforms, team travel, student-athlete insurance, etc.
LSUE	None	None	N/A	None	None	None	None
<b>LSUS</b>							
LSUS	Safety Fee	\$.83/credit hour (from \$4.93/hr to \$5.76/hr)	0.3%	Undergraduate Face to Face and Graduate Face to Face Students	Fall 2017	\$42K/\$42K	Campus-wide updates in security measures within buildings and around campus
LSUS	Academic Excellence Fee	\$6.67/credit hour (from \$10/hr to \$16.67/hr) for a max of 12 hours	2.2%	Undergraduate Face to Face and Graduate Face to Face Students	Fall 2017	\$340K/\$340K	Faculty and staff merit increase program and support for instructional and support services of the university
HSCNO	None	None	N/A	None	None	None	None
HSCS	None	None	N/A	None	None	None	None



**Request from LSU A&M to Authorize the Board of Supervisors to Enter into a Contract with GB Sciences, Inc. to provide Extraction, Processing and Production of Medical Marijuana**

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

**Date: June 22, 2017**

Pursuant to Article VII, Section 9.A.8 of the Bylaws of the Louisiana State University Board of Supervisors, this is a significant board matter.

A.8. Major Contracts

**1. Summary of the Matter**

This request is to authorize the President to enter into a contract with GB Sciences, Inc., for the purpose of providing and performing all necessary activities to produce usable Medical Marijuana product for patients through licensed dispensary pharmacies as outlined in the competitive solicitation and evaluation process. LSU will enter into an agreement with GB Sciences, Inc. upon completion of negotiations.

The AgCenter seeks to enter into an Agreement with the Supplier for an initial term of five (5) years with an option to renew for two (2) additional five (5) year terms, for a total up to fifteen (15) years, dependent upon mutual agreement of the parties and subject to reauthorization of LA RS 40.1046.

**2. Review of Business Plan**

Pursuant to the Act (RS 40:1046), the LSU AgCenter has notified Louisiana Department of Agriculture and Forestry (LDAF) of its intent to be licensed as the Production Facility. The license the LSU AgCenter will operate under is not transferable or assignable (LDAF § 511). All obligations, duties and responsibilities imposed on the licensee by the Act shall be the obligations, duties and responsibilities of the subcontractor (LDAF § 905).

**3. Fiscal Impact**

In consideration for being the exclusive provider of services for the production of medical marijuana under the license authorized by the Louisiana Department of Agriculture and Forestry to the LSU AgCenter starting upon execution of a contract through June 2022, GB Sciences, Inc. agrees to provide services as outline in all submitted components of their offer.

Based upon the offer from the selected supplier, the initial five (5) year contract would bring a minimum guaranteed financial contribution to the LSU AgCenter of \$3.4 million, or a commission of 10% of gross receipts, whichever is greater.

Additionally, an annual contribution of \$500,000 will be made for Research Investment, which the LSU AgCenter would utilize to conduct research on plant varieties, compounds, extraction techniques and delivery methods which may generate additional revenue through discoveries subject to intellectual property rights. It is agreed that the LSU AgCenter will retain a minimum of 50% of all such rights.

#### **4. Description of Competitive Process**

The LSU AgCenter began working on a Solicitation for Offer (SFO) in July 2016. The AgCenter collaborated with multiple University departments including President's Office, Finance and Administration, Procurement, and external consultants, reviewing similar proposals from other states with medical marijuana programs, before issuing the SFO to the public on February 8, 2017.

Offers were evaluated on the following criteria:

Criteria	Scoring
Experience, Qualifications, Evidence of Success	10 Points
Operation Services	40 Points
Production Facility	15 Points
Surveillance and Security	10 Points
Financial Proposal	15 Points
Veterans and Hudson's Initiative	10 Points
Total	100 Points

Seven Proposals were received on March 21, 2017, with four proposals meeting the mandatory minimum qualifications as defined in the SFO, including submission of a \$1M bid bond.

The four proposals were reviewed by the evaluation team consisting of five representatives of the Ag Center, Pennington, and New Orleans Health Sciences with expertise in administration, finance, medicine, botanical research and analytical chemistry, with oversight from LSU Procurement. Following an extensive analysis of the Offers, including participation in oral presentations and best and final offers, the Committee derived a consensus score for each Offer based on the evaluation criteria of the SFO.

#### **5. Review of Legal Documents**

The Office of Procurement Services will issue a "Notice of Intent" to award to G.B. Sciences, Inc. and negotiate a contract subject to the concurrence of the Chair of the Board, General Counsel and the LSU AgCenter.

#### **6. Parties of Interest**

LSU AgCenter and GB Sciences, Inc. both have an interest in this agreement

#### **7. Related Transactions**

Not Applicable

#### **8. Conflicts of Interest**

None

## **RESOLUTION**

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize Dr. F. King Alexander, President of the Louisiana State University, or his designee, acting on behalf and in the name of the Board, and in consultation with general counsel, subject to concurrence of the Chair of the Board, to execute an agreement with GB Sciences, Inc. to provide and perform all other necessary activities to produce usable Medical Marijuana product for patients through licensed dispensary pharmacies as outlined in the competitive solicitation and evaluation process, with all such agreements and documents as well as any subsequent amendments thereto, to contain the terms and conditions, that the President deems to be in the best interest of LSU.



## LSU AgCenter

Summary of Solicitation for Offers  
June 22, 2017



## Summary

The LSU Board of Supervisors approved a resolution on June 24, 2016, allowing the LSU AgCenter to begin taking steps needed to obtain a license to produce medical marijuana as part of a state initiative.

The AgCenter released a Solicitation for Offers (SFO) on February 8, 2017. The AgCenter collaborated with multiple university departments including the President's Office, Finance and Administration, and Procurement, in addition to working with external consultants to review similar proposals from other states with medical marijuana programs. Each qualifying offer was reviewed by a selection team comprised of five members with expertise in administration, finance, medicine, botanical research and analytical chemistry, with oversight from LSU Procurement.

GB Sciences, Inc., received the highest overall score and was selected to move forward with contract negotiations, pending approval by the LSU Board of Supervisors. GB Sciences is a publicly-traded medical cannabis company dedicated to scientific innovations that ensure patient safety, therapeutic efficacy and product consistency. The LSU AgCenter is looking forward to research opportunities and the ability to help qualifying medical patients across the state.

In consideration for being the exclusive provider of services for the production of medical marijuana, under the license authorized by the Louisiana Department of Agriculture and Forestry to the LSU AgCenter, GB Sciences agrees to provide services as outlined in all submitted components of their offer.

The initial contract will be for a five (5) year term. This Agreement may be extended for up to two (2) additional five (5) year terms, subject to the mutual Agreement of LSU and Supplier.

The offer by GB Sciences, would bring a minimum financial contribution to the LSU AgCenter of \$3.4 million, or a commission of 10% of gross receipts (whichever is greater). Actual increases over the minimum financial contribution would be contingent upon final patient counts. The supplier has also made a \$500,000 annual commitment as a research investment. In addition to revenue from direct sales of product, the LSU AgCenter will conduct research on plant varieties, compounds, extraction techniques and delivery methods which may generate additional revenue through discoveries subject to intellectual property rights. The LSU AgCenter will retain a minimum of 50% of all such rights.



**Request from LSU Health Science Center in Shreveport to Approve the FY 2017-18 Expenditure of Carroll W. Feist Legacy Funds for the Feist Weiller Cancer Center and to Make a Determination of Acceptable University Purpose**

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

**Date: June 22, 2017**

Pursuant to Article VII, Section 9. A.1 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

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

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

**1. Summary of the Matter**

The Feist-Weiller Cancer Center (FWCC) is an administrative component of the LSU Health Sciences Center – Shreveport (LSUHSC – S). LSUHSC – S requests Board of Supervisors approval for expenditure of \$4,308,000 in Carroll W. Feist (CFeist) Legacy funds.

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

The campus suggests that the requested expenditure of funds will provide support for the Programs in Basic and Translational Research; Clinical Research, and Cancer Control and Prevention. In particular, requests for Intramural Grant Support, FWCC Research Infrastructure, and enhanced support for clinical research needs, seed packages for faculty recruitment, and expansion of space/equipment for patient related research efforts.

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

**2. Review of Business Plan**

The total budget request is for \$4,308,000. The requested funds would be drawn from CFeist Legacy earnings during FY 2017-18 and would not require any additional State General Fund Support above the current levels. In addition, the CFeist principal would remain intact.

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

## SUMMARY OF BUDGET REQUEST

<b>1. Programs in Translational Research</b>		<b>\$ 270,000</b>
INLET	\$150,000	
GEDFRG	\$ 30,000	
HRCFG	\$ 30,000	
Viral Oncology	\$ 30,000	
UACFG	\$ 30,000	
<b>2. Intramural Student &amp; Fellowship Stipend and Internal Grant Support</b>		<b>\$ 578,000</b>
<b>3. Visiting Scientist Program</b>		<b>\$ 50,000</b>
<b>4. Infrastructure</b>		<b>\$1,000,000</b>
Cancer Clinical trials research core	\$425,000	
Equipment maintenance and replacement	\$100,000	
Faculty and Trainee research support	\$375,000	
Infrastructure expansion	\$100,000	
<b>5. Seed Packages</b>		<b>\$ 760,000</b>
Dr. Yu (4 of 4)	\$ 50,000	
Dr. Dragoi (4 of 4)	\$ 90,000	
Dr. Koshy (2 of 3)	\$150,000	
Dr. Weinberger (2 of 3)	\$ 50,000	
Dr. Georgescu (2 of 3)	\$120,000	
New Recruitment Packages	\$300,000	
<b>6. Cancer Genome Sequencing Core Research Lab:</b>		<b>\$ 300,000</b>
<b>7. Bioinformatics and HIT Core Research Facility</b>		<b>\$ 200,000</b>
<b>8. PIW Infrastructure Expansion/Upgrades</b>		<b>\$ 200,000</b>
<b>9. Bio Repository Support</b>		<b>\$ 150,000</b>
<b>10. Medical School Research Support</b>		<b>\$ 800,000</b>
<b>Total Budget Requested</b>		<b><u>\$4,308,000</u></b>

### 3. Fiscal Impact

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

### 4. Description of Competitive Process

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

## 5. Review of Documents Related to Referenced Matter

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

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

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

## 6. Parties of Interest

Not Applicable

## 7. Related Transactions

Not Applicable

## 8. Conflicts of Interest

Not Applicable

## ATTACHMENT(S):

- Attachment I Letter from Dr. Glen Mills, Director of the Cancer Center with approvals from Chancellor Ghali, LSU HSC S and Chairperson Robert G. Pugh, Jr., LSU Health Sciences Foundation in Shreveport (Foundation approval anticipated Wednesday, 6/16/17).

## RECOMMENDATION(S):

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

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby (a) approve the budget request of \$4,308,000 from the CFeist Legacy Account for the benefit of the Feist Weiller Cancer Center programs at the LSU Health Sciences Center – Shreveport and (b) that the Board determines that the use of those funds constitute an appropriate and acceptable university purpose.



***Feist-Weiller Cancer Center***  
***LSU Health Sciences-Shreveport***

**05/15/17**

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

**From: Glenn M. Mills, MD FACP**  
**Professor and Interim Chairman, Department of Medicine**  
**Director, Feist-Weiller Cancer Center**

**Re: Annual budget request from Carroll W. Feist Legacy funds for FY 2017-2018**

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

The following is our budget request for the FY2018. The budget request will provide support for the Programs in Basic and Translational Research; Clinical Research; and Cancer Control and prevention. Included will be requests for Intramural Grant Support, FWCC Research Infrastructure including enhanced support for clinical research needs, seed packages for faculty recruitment, and expansion of space/equipment for patient related research efforts. A detailed explanation of the budget items follows the budget summary.

## **Summary of Budget Request**

<b>1. Programs in Translational Research</b>	<b>\$270,000</b>
INLET:	\$ 150,000
GEDFRG:	\$ 30,000
HRCFG:	\$ 30,000
Viral Oncology:	\$ 30,000
UACFG	\$ 30,000
<b>2. Intramural Student &amp; Fellowship Stipend and Internal Grant Support:</b>	<b>\$578,000</b>
<b>3. Visiting Scientist program</b>	<b>\$ 50,000</b>
<b>4. Infrastructure:</b>	<b>\$1,000,000</b>
Cancer Clinical trials research core	\$ 425,000
Equipment maintenance and replacement	\$ 100,000
Faculty and Trainee research support	\$ 375,000
Infrastructure expansion	\$ 100,000

<b>5. Seed Packages</b>	<b>\$760,000</b>
Dr. Yu (4 of 4)	\$ 50,000
Dr. Dragoi (4 of 4)	\$ 90,000
Dr. Koshy (2 of 3)	\$150,000
Dr. Weinberger (2 of 3)	\$ 50,000
Dr. Georgescu (2 of 3)	\$120,000
New Recruitment Packages	\$300,000
<b>6. Cancer Genome Sequencing Core Research Lab:</b>	<b>\$300,000</b>
<b>7. Bioinformatics and HIT Core Research Facility:</b>	<b>\$200,000</b>
<b>8. PIW Infrastructure Expansion / Upgrade</b>	<b>\$200,000</b>
<b>9. Bio Repository Support</b>	<b>\$150,000</b>
<b>10. Medical School Research Support</b>	<b>\$800,000</b>
<b><u>Total Budget Requested:</u></b>	<b>\$4,308,000</b>

## Details of Budget Request

### 1. PROGRAMS FOR BASIC AND TRANSLATIONAL RESEARCH – BUDGET REQUEST \$270,000

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

#### A. Support for the Innovative North Louisiana Experimental Therapeutics (INLET) Program (INLET): Request \$150,000

The Feist-Weiller Cancer Center's (FWCC) Innovative North Louisiana Experimental Therapeutics program (INLET) directed by Dr. Glenn Mills is a high-throughput high-content screening (HTS) facility focused on the discovery and development of a wide range of drugs that affect multiple diseases in humans, including cancer, diabetes, fungal infection and neurological disorders. The long-term goal of INLET is to discover, develop and market natural products and repurposed drugs which are currently used to treat one human disease and reposition them to treat other diseases in humans. INLET has two cores affiliated with the Research Core Facility. The Screening Core located in 7-339 and the Efficacy Core located in F2-14 and F2-15. Services include screening assay creation, high-throughput and high-content compound screening, basic research support, data management and analysis and hit to lead development. The INLET screening center is equipped with liquid handlers, robotic screening devices and high content, real time screening/assay platforms (Thermo Cellomics ArrayScan VTI and the Essen BioScience IncuCyte ZOOM). The program consists of a multi-institutional partnership between Louisiana State University Health in Shreveport (LSUH-S) and a variety of Louisiana Universities, which include Louisiana State University Shreveport (LSU-S), Centenary College, University of Louisiana at Monroe (ULM), Louisiana Tech University in Ruston (LaTech), Pennington Biomedical Research Center in Baton Rouge (PBRC), LSU-N.O., and Louisiana State University Health-New Orleans (LSUH-N.O.). The primary mission of INLET is to aid investigators particularly throughout the state of Louisiana in generating preliminary data to aid in their preparations of grant applications. High throughput technology is essential in targeted drug therapy, but high content phenotypic screening is gaining momentum. INLET owns two high content imaging platforms. The IncuCyteZOOM™ (Essen BioScience) is an in-house incubator platform which can image six 96-multi well plates at once and simultaneously perform data analysis with the system's built in algorithms. In addition, INLET owns the Cellomics ArrayScan™ VTI, a high throughput, high-content imaging platform which has been a driving force behind INLET's novel phenotypic assay development. INLET has upgraded Cellomics with the purchase of a new high resolution CCD camera, a Dell Precision workstation and HCS studio software upgrade, as well as,

40X and 63X optical objectives. The new X1 CCD camera has significantly improved quantum efficiency by 4X the previous camera especially, in wavelengths greater than 550 nm. Not only is the X1 more sensitive to lower energy wavelengths, but it also increases the biological field of view/capture by 50%. Both the 40X and 63X objectives with high numerical apertures allows us to visualize submicron sizes of cellular objects and definitively view fragmented compartments. Having the upgrades to our system has improved our functionality as a core by opening a multitude of possibilities in imaging subcellular structures in mammalian cells and in yeast.

Currently over 40 grant submissions from this campus have been submitted using INLET resources. 24 of these grants have been funded for over 9.5 Million in funding (5.4 Million in indirect). During the last FY17 there are 5 technologies that have been licensed, 10 publications and 6 grant submissions. Currently we have active 3 contracts with industry. As the INLET has become more successful in achieving grant support as well as industry contracts to cover costs, this year's request will be reduced to \$150,000.

**Support for the FWCC Research Programs: Hormone Related Cancer Focus Group, Upper Aerodigestive Focus Group, Gene Expression and DNA Repair Focus Group, and the Viral Oncology Program: Request \$120,000**

The four research programs of the FWCC are described below. Funds from these groups will be used to support monthly meetings, provide infrastructure support and award small "Mini" grants to encourage group collaboration.

Hormone Related Cancer Focus Group (HRCFG): The HRCFG is a multidisciplinary group of researchers from the clinical and basic sciences, formed with a common interest in and a desire to tackle the fundamental biological and clinical questions related to prevention and treatment of breast and prostate cancer. Dr. Hari Koul will direct this group and lead the efforts to develop focused multi investigator teams to tackle breast and prostate cancer. Dr. Gary Burton and other clinicians guide the group in terms of clinical importance. Dr. Arrigo De Benedetti researches DNA repair and other enzymes that cause breast cancer to become resistant to chemotherapy/radiotherapy. The Koul Laboratory is using a 3-dimensional model system for cancer cell culture to identify factors that cause progression of cancer as potential therapeutic targets. Dr. Koul is looking at targeting AR using new and novel agents. Some of the factors that the group is jointly analyzing include Rad9 and tousel-like kinase (DNA repair), Sirtuins (epigenetics), CXCR4 and ARRDC3 (tumor progression), EGFR, and Nrf2 (antioxidant defense). Finally, the group aims to identify new molecular targets that may aid in diagnosis and monitor therapeutic efficacy. In addition new targets may help define new treatment paradigms for Breast and prostate cancer.

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



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

Gene Expression/DNA Repair Focus Group (GEDFRG): Dr. David Gross, Professor of Biochemistry and Molecular Biology, heads this group. The common thread tying together the Gene Expression/DNA Repair Focus Group is the conviction that chromatin – with its dynamic regulation and virtually limitless epigenetic complexity – significantly impacts upon gene transcription and DNA repair in cancer cells, thereby promoting cellular proliferation, invasiveness and metastasis characteristic of the malignant state. In this regard, two labs (Bodily and Scott) are seeking to understand how human tumor viruses (Epstein-Barr virus and papillomaviruses) induce epigenetic alterations to their own genomes as well as those of host cells. Such epigenetic modifications may regulate the expression of genes central to the viral lifecycle and ultimately, to the oncogenic state of the infected cells. Dr. Gross is investigating the role of chromatin in the regulation of transcription, with particular focus on the Cyp19A1 gene that encodes the protein aromatase which directly contributes to the malignancy of the majority of breast cancers, and on a eukaryotic model of HSF1-regulated genes, whose counterpart in human cancers is driven by a transcriptional program distinct from heat shock to support the highly malignant state. In addition, research into how gene activation occurs in silent heterochromatin may lead to insights into strategies for reactivation of tumor suppressor genes inappropriately silenced by epigenetically marked chromatin. Finally, two labs (De Benedetti and Harrison) are studying the role of chromatin and epigenetic modification in regulating the repair of double-stranded DNA breaks. Money is requested to support collaborative group research efforts to generate preliminary data for Federal grant Submissions.

## **2. GRANTS & GRADUATE STUDENT STIPEND - BUDGET REQUEST \$578,000**

LSUHSC-S has developed a system of peer-reviewed grants for graduate students working in cancer research laboratories. The FWCC has pledged to contribute to six such grants (\$28,000/grant for a total of \$168,000 this year) for graduate students working in the laboratories of FWCC faculty. In addition, with the cuts in Federal research funding, successful laboratories are having increasing difficulties in supporting research efforts. We will fund bridging grants to help a FWCC faculty bridge to a successful new grant application. Fiscal Year 2017 Legacy Budget supported 2 bridging grants for faculty, both faculty have successfully been funded by the NIH and DOD grants. (Dr. Arrigo DeBenedetti and Dr. Martin Sapp). These bridging grant applications will be reviewed and ranked by the LSUHSC-S Research Advisory Committee. The FWCC Research advisory committee will then make the awards based on center needs and ranking. Maximum for any one grant will be \$75,000 a year renewable for up to three years. Two such grants totaling \$150,000 may be awarded in the current year.

We will also fund Intramural grants for innovative new cancer research. These grants will be for up to \$60,000 for one year. Two such grants totaling \$120,000 may be awarded in the current year. The review process for all grants will be as described above.

We have recently begun a new program of "Mini-Grants". These encourage faculty to explore new cancer research ideas. Small seed grants of \$5,000-\$10,000 each for a total annual support of \$75,000 are meant to cover supply costs to experimentally test these new hypotheses and see if they are worthy of future study. In the current year three of these awards have led to NIH grant applications.

We will continue to partner with the Department of Radiology to support a new Breast Imaging Fellowship program for \$35,000. There is a shortage of trained breast mammography radiologists in the country. The Breast Imaging Fellowship position is a twelve-month appointment beginning July 1<sup>st</sup> and ending June 30<sup>th</sup> of each academic year. The salary will follow the LSUHSC Department of Graduate Medical Education House Officer salary for a PGY6 position. The breast fellow will work under the direct supervision of the Breast Imaging Staff in their designated location, which may include, but is not limited to, Feist Weiller Cancer Center, LSU Ambulatory Care Center, University Hospital, Partners in Wellness, and FWCC Mobile Mammography Unit. Daily work schedule, vacation days, and sick leave will follow the schedule of the Radiology residents. We have had 2 graduates of our program to date. One is now a faculty with us and the other has entered private practice in Louisiana.

Lastly to promote Translational Research, we will award, travel grants up to \$30,000 annually to faculty and postdocs who submit their research for presentation at the American Association for Cancer Research (AACR). These grants will be for up to \$1,500 per member.

Six FWCC Graduate Fellowships	\$168,000
Bridging Grants	\$150,000
Intramural Grants (postdoctoral awards)	\$120,000
Mini Grants	\$ 75,000
Breast Imaging Residency Program	\$ 35,000
AACR Translational Research Workshop	\$ 30,000

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

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

#### 4. FWCC INFRASTRUCTURE – BUDGET REQUEST \$1,000,000

The FWCC has funded entirely or in part various infrastructures and core facilities vital to the translational and clinical cancer research interests of its faculty. While much of these infrastructures are partially supported by grants, contracts, and fees some require additional support and we are requesting continuing support at \$1,000,000 for equipment, supplies and staffing needs.

Clinical Research Core facility \$425,000

The FWCC has the largest Clinical Research operation at LSUHSC-S. Changes in IRB and federal regulations have required an expansion of the number of personnel to allow for compliance with the new regulations and to meet the requirements of our ongoing NCI/NCORP grant. The Gulf South Minority Based NCORP is a consortium of cancer investigators at LSUHSC-NO Stanley Scott CC, Mary Bird Perkins CC and the FWCC at LSUHSC-S. We are the most successful Minority Based NCORP in the Country, annually registering over 500 patients to national trials of the NCI/NCORP. This is the first statewide cancer consortium and hopefully will lead to a successful NCI Designated Cancer Center application. Funding will be used to fund salaries of clinical research staff, mandatory training, supplies, equipment (including computers), certification programs and travel to cancer research meetings.

Research Equipment \$100,000

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

FWCC Faculty, Staff and Trainee Research Support \$375,000

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

Infrastructure Expansion \$100,000

Funds will be reserved for any new infrastructure expansion needs for FY 2018. These may include new or replacement equipment, lab remodeling or new research core lab support.

#### 5. SEED PACKAGES – BUDGET REQUEST \$760,000

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

Dr. Yu (year 4 of 4)	\$ 50,000
Dr. Dragoi (year 4 of 4)	\$ 90,000
Dr. Koshy (year 2 of 3)	\$150,000
Dr. Georgescu (year 2 of 3)	\$120,000
Dr. Weinberger (year 2 of 3)	\$ 50,000
TBD	\$300,000

## 6. TUMOR GENOME SEQUENCING LABORATORY – BUDGET REQUEST \$300,000

Cancer care and research is entering a new era – one of **Personalized Oncology**. We now have sequenced the entire human genome. A by-product of this research has been the development of new technology to quickly and relatively cheaply sequence the entire genome of a patients' cancer. We can tell exactly what genetic changes have occurred to cause an individual's cancer. Thus we can rapidly predict what targeted or chemotherapy drug or combination of drugs may have benefit in fighting that patient's cancer. This technology will allow us to design clinical research protocols that will specifically target these mutations. We are combining our research results on these cancers with drug screening in the INLET program to find new agents to treat cancer. We have expanded the Next-Generation sequencing equipment, computers and software to run the program, and provided for one Research Technician to process and analyze the specimens. In the next year we will begin to offer these cancer gene analysis/sequencing to patients not only in our facility but also through an agreement with the Kew Group to patients in our region via a CLIA certified laboratory. Access to the genomic data of this larger data set will enhance the research of the FWCC. As well, we have added new equipment to the FWCC cancer core research facility on the 6<sup>th</sup> floor of the BRI to analyze cancer DNA in the blood. Drs. Rodney Shackelford, Robert Chervinak, Hong Yin, Adam Greer, Ellen Friday and Rona Scott are supervising use. The ability to study the whole cancer genome will enhance the research efforts of the FWCC basic research faculty. This technology is free of charge to all faculty of the FWCC for their research needs. This year we will continue to expand these technologies use and enhance data analysis.

The requested amount this year will be used as follows:

- |   |            |
|---|------------|
| a) Research Salaries  | \$ 80,000  |
| b) Research related travel to meetings and training, supplies, computer software, networkable hard drives, equipment maintenance/repair, new equipment, & other unforeseen expenses related to cancer research. | \$ 220,000 |

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

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

The requested budget will be used as follows:

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

## **8. PARTNERS IN WELLNESS (PIW) SUPPORT – BUDGET REQUEST \$200,000**

PIW is our cancer screening and prevention research program. The program now offers a clinic in Shreveport and 2 mobile vans that serve over 40 locations in North and Central Louisiana. Cancer screening services offered include breast cancer screening using mammography and ultrasound, cervical cancer screening, prostate cancer screening, and Head & Neck cancer screening. Screening is offered regardless of ability to pay with free screening for those without resources or insurance. We expanded our program last year and moved to a new modern location in Shreveport. We have also expanded the screening programs offered, beginning a lung cancer screening program using the University Health facility. A new van has been renovated and will allow us to offer free cancer screening to more areas of our state.

Additionally, we have begun a new genomics program to assess for biomarkers that may enhance the accuracy of current cancer screening modalities or develop new ones. Blood samples are collected on the screened patients and plasma and DNA are stored in our biorepository. Plans in the New Year include the addition of a health wellness and nutritional educational program in the rural areas and expansion of the genomics biomarker program. Funds will be utilized to support the efforts as outlined above. Specifically, the funds will be utilized to support salaries, travel to meetings and training, supplies, computers, software, networkable hard drives, equipment maintenance/repair, new equipment, & other unforeseen expenses.

## **10. BIOREPOSITORY SUPPORT – BUDGET REQUEST \$150,000**

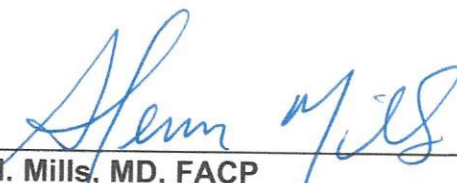
Our Biorepository is continuing to grow. Budget will be used to support acquisition of new equipment, supplies, travel of key personnel to national meetings related to biorepositories, additional technician support, renovations as needed and any other unforeseen expenses.


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

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



*Feist-Weiller Cancer Center*  
*LSU Health Sciences-Shreveport*

Approved:  5/18/17  
Glenn M. Mills, MD, FACP  
Professor and Interim Chairman, Department of Medicine  
Director, Feist-Weiller Cancer Center  
Date

Approved:  5/23/17  
Ghali E Ghali, MD, DDS, FACS  
Chancellor and Dean, LSU Health Sciences Center-Shreveport  
Date

Approved:  6-12-17  
LSU Health Sciences Foundation in Shreveport  
By J. Mark Garrett, Chairman of the Board  
Date



**Request from LSU A&M for Approval to Transfer Property to  
New Schools for Baton Rouge**

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

**Date: June 22, 2017**

This is a significant board matter pursuant to Bylaws Art. VII, Section 9:

A.2. Transfer of Title to Immovable Property

**1. Summary of Matter**

New Schools for Baton Rouge (“New Schools”) intends to open a charter school focused on serving economically-disadvantaged children living in south Baton Rouge. New Schools has identified property currently owned by LSU as part of its Innovation Park facility as being most suitable for the location of such school, a 10-acre tract of land immediately adjacent to the Emerge Center, which currently leases space from LSU in Innovation Park. New Schools would like to obtain title to the 10-acre tract in order to construct and operate their proposed school.<sup>1</sup>The tract is shown in purple on Attachment I, labelled “New Schools Site;” note that the 10 acres is an approximation, the precise boundaries will generally conform with those shown in Attachment I, but some minor modifications may be required to ensure the site is adequately sized to meet New Schools’ needs.

LSU officials are considering two available options to accomplish the transfer of title for the 10-acre tract to New Schools. Because the Board of Supervisors (“Board”) is not scheduled to meet again until September 2017, and New Schools needs to complete the acquisition of the 10-acre tract prior to September in order to begin construction and meet its target date for opening the charter school, the Board is being asked to authorize the President, in consultation with the Board leadership, to choose one of the options and execute the necessary legal agreements to implement it. Working closely with New Schools, the President will select an option and notify the Board leadership on or before July 21, 2017, and thereafter will make every reasonable effort to complete the transaction in recognition of New Schools’ need to begin construction promptly in order to have its school completed in time for its projected opening date.

*Option 1, Exchange.* LSU has identified a plot of land immediately adjacent to the campus on West State Street that it would like to acquire for future use. New Schools has agreed to attempt to acquire that property and exchange it to LSU in return for the Innovation Park tract of land. However, it is not yet certain whether New Schools will be able to acquire that property. LSU is working closely with New Schools to identify other property that New Schools may acquire for the purpose of exchanging it for the Innovation Park tract.

The proposed resolution will authorize the President, in consultation with the Board chair, the chair-elect, and the chair of the Property & Facilities Committee, to execute legal documents to exchange the Innovation Park tract of land with New Schools in return for the West State Street tract of land or another area of land mutually agreed to by the President and New Schools of equal or greater value to the Innovation Park tract.

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<sup>1</sup> The actual property transaction(s) will be facilitated by New School’s affiliate, NSBR Facilities, Inc.

*Option 2, Sale.* The Innovation Park tract was acquired by the state of Louisiana for the benefit of LSU using state capital outlay funds. The Board has the authority to sell the property for fair market value, or by auctioning it off or engaging a realtor to market the property. If the property is sold in this manner, the sale proceeds must by law be deposited in the state general fund because the property was acquired with state capital outlay funds. LSU will not be able to keep the funds for its own purposes. LSU officials will request that the State allow the University to retain the sale proceeds, but there is no assurance that the state would do so.

The proposed resolution will authorize the President, in consultation with the Board chair, the chair-elect, and the chair of the Property & Facilities Committee, to execute legal documents to sell the Innovation Park tract of land to New Schools in return for payment of the fair market value of the property to LSU.

*Emerge Center.* The 10-acre tract is immediately adjacent to the Emerge Center, which constructed a building on the site pursuant to a ground lease with LSU. Under its ground lease, the Emerge Center has a right of first refusal to lease either Parcel 2 or Parcel 3 as shown on Attachment I. LSU, New Schools for Baton Rouge, and the Emerge Center are negotiating how to properly integrate the New Schools plans with the Emerge Center's long-term plans for expansion at that site. The Emerge Center has requested that in return for releasing its right of first refusal on Parcels 2 or 3, LSU grant it an option and/or a right of first refusal to purchase the land shown in yellow on Attachment 1, labelled "Emerge Expansion Site." The proposed resolution authorizes the President to grant such an option to Emerge. The precise term of the option has not yet been negotiated.

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

This proposal will not require any expenditure of funds by LSU except those related to legal and compliance costs associated with the transfer of title. Because the tract of land on West State Street is currently vacant, costs to maintain it in its vacant state will be minimal, if that is the property that is exchanged. If other property with improvements on them is acquired by exchange instead, there may be either costs or revenue associated with such property. Any such costs or revenue will be reported by the President to the Board leadership prior to executing any documents for such an exchange.

## **3. Fiscal Impact**

*Fair Market Value of Innovation Park tract.* Two appraisals have been conducted on the Innovation Park tract currently owned by LSU<sup>2</sup>. An appraiser engaged by LSU valued the property at \$206,250 per acre, a total of \$2,062,500. An appraiser engaged by New Schools valued the same tract at \$125,000 per acre, a total of \$1,250,000. To resolve the conflict between the two appraisals, LSU and New Schools have agreed to conduct a third appraisal to establish a fair market appraised value for the Innovation Park tract of land. The third appraisal has not yet been completed as of the date of this submission, but is being conducted pursuant to a Memorandum of Understanding ("MOU") executed by LSU and New Schools.

*Option 1, Exchange.* LSU has separately caused an appraisal of the West State Street tract. This resulted in an appraised value of that tract at \$1,810,000. The resolution authorizing the President to execute the

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<sup>2</sup> At the time the appraisals were conducted, LSU and New Schools were contemplating that the tract to be transferred would be approximately 12 acres. After further discussions with the affected parties, the proposal before the Board is to transfer 10 acres, more or less, to New Schools. Because the reduction does not impact the general location or the road frontage of the tract, it is believed that the value per acre will not change. The third and final appraisal will be specifically for the 10-acre tract.



exchange is conditioned on the appraised value of the West State Street tract being equal to or greater than the final appraised value of the Innovation Park tract. If any other tract of land is identified for the exchange, LSU will cause an appraisal to be conducted on it as well, and execution of the exchange will similarly be conditioned on the appraised value of that newly-identified tract being equal to or greater than the final appraised value of the Innovation Park tract.

*Option 2, Sale.* As noted above, if the Innovation Park tract is sold, by law the proceeds of the sale must be returned to the state general fund. The purchase price of the land will be the fair market value established by the appraisal in accordance with the MOU with New Schools.

#### **4. Description of Competitive Process**

Because this is an exchange of immovable property or a sale of immovable property to a non-profit entity for the appraised fair market value, no competitive process will be utilized. As can be seen in the attached MOU, every effort has been taken to ensure a thorough and fair appraisal of the property.

#### **5. Review of Legal Documents**

LSU outside counsel will prepare an appropriate Act of Exchange, Act of Cash Sale, and other paperwork, depending on the option selected by the President in consultation with the Board leadership. Prior to execution by the President, those documents will be reviewed by the LSU Office of Facility & Property Oversight as well as the Office of General Counsel for compliance with state law and LSU policies.

#### **6. Parties of Interest**

Louisiana State University  
New Schools for Baton Rouge/NSBR Facilities, Inc.  
Baton Rouge Speech and Hearing Foundation

#### **7. Related Transactions**

The ground lease between LSU and the Baton Rouge Speech and Hearing Foundation (“BRSHF”) for its Emerge facility grants to BRSHF a right of first refusal to purchase one of two identified parcels, both of which will be included in the transfer of the 10 acre tract of land to New Schools. The transfer to New Schools can only be made if BRSHF declines to exercise or waives its right of first refusal. The proposed resolution grants BRSHF an option to another tract of land near its existing facility in return for giving up its right of first refusal on the property needed for New Schools.

#### **8. Conflicts of Interest**

None.

#### **ATTACHMENTS**

- I. Property Diagram for Innovation Park tract
- II. Property Diagram for West State Street tract
- III. MOU with New Schools for third appraisal
- IV. Transmittal Letter

### **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 do either of the following, after consulting with the Board Chair, the Chair-Elect, and the Chair of the Property & Facilities Committee:

Option 1. Execute an exchange of immovable property with New Schools for Baton Rouge, exchanging a certain tract or parcel of ground located on LSU's Innovation Park and being described as Tract A, as said parcel is depicted on Attachment I hereto and identified therein as "New Schools Site", and receiving in return either (a) a certain tract or parcel of ground located on West State Street and being described as Tract B, as said parcel is depicted on Attachment II hereto or (b) any other tract of land located in East Baton Rouge Parish having a value equal to or greater than Tract A, and that President Alexander be and hereby is authorized and directed to execute an act of exchange and any and all other documents necessary to accomplish the transaction and to include in such act of exchange or other documents any terms and conditions as he deems to be in the best interests of LSU; OR

Option 2. Execute an act of cash sale or other appropriate documents to sell a certain tract or parcel of ground located on LSU's Innovation Park and being described as Tract A, as said parcel is depicted on Attachment I hereto, in return for a cash payment equal to the fair market value as established pursuant to the process set forth in that certain Memorandum of Understanding between LSU and New Schools for Baton Rouge effective as of June 14, 2017, and to include in such act of cash sale or other appropriate agreements any terms and conditions as he deems to be in the best interests of LSU;

BE IT FURTHER RESOLVED that the grant of authority provided pursuant to Option 1 herein is conditioned upon receipt by the President of LSU of one or more appraisals showing that the value of the West State Street tract, or such other tract of land as may be identified for the exchange, is equal to or greater than the value of Tract A as established pursuant to the process set forth in that certain Memorandum of Understanding between LSU and New Schools for Baton Rouge effective as of June 14, 2017;

BE IT FURTHER RESOLVED that the President of LSU is expected to elect one of the two options on or before July 21, 2017 and execute documents to accomplish the transfer of the 10-acre tract of land to New Schools within a reasonable timeframe thereafter, provided that any failure to meet this schedule shall not terminate the President's authority granted herein;

BE IT FURTHER RESOLVED that the President of LSU, or his designee, is authorized to execute an agreement with the Baton Rouge Speech and Hearing Foundation granting it an option and/or a right of first refusal to purchase a tract of land approximately 3 acres in size adjacent to its current Emerge Center facility in approximately the configuration shown on Attachment I and labelled therein "Emerge Expansion Site," and to include in such option agreement any terms and conditions as he deems to be in the best interests of LSU; AND

BE IT FURTHER RESOLVED that third parties are entitled to conclusively rely on a representation or certification by the President of LSU, in any documents or records of any property transaction executed pursuant to the authority of this Resolution, that any conditions contained in this Resolution have been fulfilled.

## Summary of Changes to New Schools Resolution

Outside counsel recommended several technical changes to the resolution for the New Schools matter on the Property & Facilities Committee agenda for June 22. The changes are summarized here, and a red-line version showing all changes is below.

1. Added a reference to NSBR Facilities, Inc., which is the affiliated organization of New Schools for Baton Rouge which is expected to actually accept the property from LSU.
2. Added a broader authority to sell or exchange the property to ANY affiliate of New Schools designated by New Schools for this purpose, just in case they decide to use a different affiliate to conduct this transaction.
3. Corrected some typos in the "Option 2" paragraph
4. Corrected the date of the MOU between LSU and New Schools to accurately reflect the date it was signed.
5. In the 2<sup>nd</sup> "Be It Further Resolved" paragraph, added additional clarity that the President has continued authority to execute the transfer even if we are unable to fully resolve all issues with the state prior to the July 21 deadline being set.
6. Also in the 2<sup>nd</sup> "Be It Further Resolved" paragraph, changed a reference to the property to be transferred to New Schools to be consistent with the terminology used in the rest of the Resolution.

## 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 do either of the following, after consulting with the Board Chair, the Chair-Elect, and the Chair of the Property & Facilities Committee:

Option 1. Execute an exchange of immovable property with New Schools for Baton Rouge, [NSBR Facilities, Inc., or another designated affiliate of New Schools for Baton Rouge](#) exchanging a certain tract or parcel of ground located on LSU's Innovation Park and being described as Tract A, as said parcel is depicted on Attachment 1 hereto and identified therein as "New Schools Site", and receiving in return either (a) a certain tract or parcel of ground located on West State Street and being described as Tract B, as said parcel is depicted on Attachment II hereto or (b) any other tract of land located in East Baton Rouge Parish having a value equal to or greater than Tract A, and that President Alexander be and hereby is authorized to execute an act of exchange and any and all other documents necessary to accomplish the transaction and to include in such act of exchange or other documents any terms and conditions as he deems to be in the best interests of LSU; OR

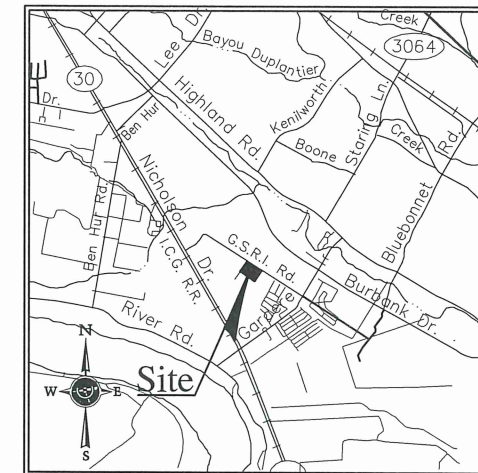
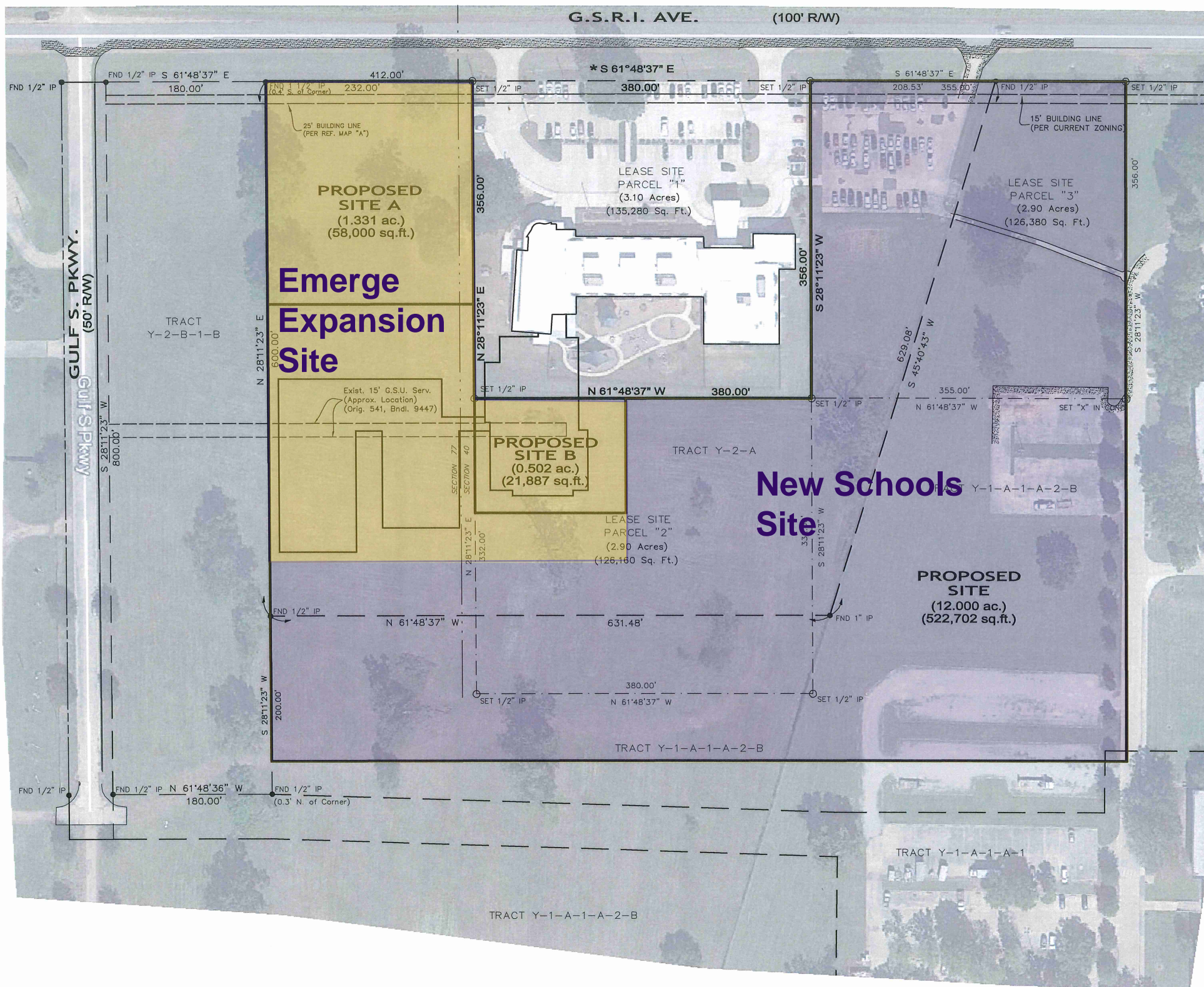
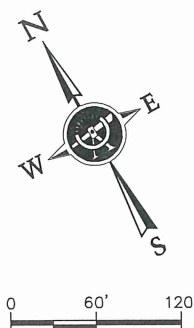
Option 2. Execute an act of cash sale or other appropriate documents to sell [to New Schools for Baton Rouge, NSBR Facilities, Inc., or another designated affiliate of New Schools for Baton Rouge](#) a certain tract or parcel of ground located on LSU's Innovation Park and being described as Tract A, as said parcel is depicted on Attachment 1 hereto, in return for a cash payment equal to the fair market value as established pursuant to the process set forth in that certain Memorandum of ~~Understanding~~[Understanding](#) between LSU and New Schools for Baton Rouge effective as of June 14, 2017, and to include in such act of cash ~~sale~~[sale](#) or other appropriate agreements any terms and conditions as he deems to be in the best interests of LSU;

**BE IT FURTHER RESOLVED** that the grant of authority provided pursuant to Option 1 herein is conditioned upon receipt by the President of LSU of one or more appraisals showing that the value of the West State Street tract, or such other tract of land as may be identified for the exchange, is equal to or greater than the value of Tract A as established pursuant to the process set forth in that certain Memorandum of Understanding between LSU and New Schools for Baton Rouge effective as of June ~~14~~15, 2017;

**BE IT FURTHER RESOLVED** that the President of LSU is expected to elect one of the two options on or before July 21, 2017 and execute documents to accomplish the transfer of ~~the 10-acre tract of land~~ Tract A to New Schools for Baton Rouge, NSBR Facilities, Inc., or another designated affiliate of New Schools for Baton Rouge within a reasonable timeframe thereafter, provided that any failure to meet this schedule shall not terminate or revoke the President's authority granted herein;

**BE IT FURTHER RESOLVED** that the President of LSU, or his designee, is authorized to execute an agreement with the Baton Rouge Speech and Hearing Foundation granting it an option and/or a right of first refusal to purchase a tract of land approximately 3 acres in size adjacent to its current Emerge Center facility in approximately the configuration shown on Attachment I and labelled therein "Emerge Expansion Site," and to include in such option agreement any terms and conditions as he deems to be in the best interests of LSU; AND

**BE IT FURTHER RESOLVED** that third parties are entitled to conclusively rely on a representation or certification by the President of LSU, in any documents or records of any property transaction executed pursuant to the authority of this Resolution, that any conditions contained in this Resolution have been fulfilled.



VICINITY MAP  
NOT TO SCALE

**Emerge Expansion Site**

LSU to grant Emerge a right of first refusal to purchase or lease this property at some point in the future. This property will NOT be transferred to New Schools.

**New Schools Site**

LSU to transfer this area to New Schools. Bottom boundary to be adjusted so area is approximately 10 acres.

**LANDSOURCE**  
INCORPORATED  
A Professional Surveying And Land Information Company  
6710 Excalibur Drive  
Baton Rouge, LA 70809  
website: www.landsource.com  
Ph: (225) 752-0995  
Fax: (225) 752-0997  
email: laf@landsorce.com

**EXHIBIT  
OF A PORTION OF  
LSU - INNOVATION PARK**

THIS DOCUMENT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, RECORDATION, CONVEYANCE, SALES OR AS THE BASIS FOR THE ISSUANCE OF A PERMIT.

DATE: June 7, 2017  
JOB #: 17-092-08  
DWN. BY: MDD  
CKD. BY: DLP  
SHEET NO:



**Memorandum of Understanding  
between  
New Schools for Baton Rouge  
and  
Louisiana State University**

LSU and New Schools for Baton Rouge (“New Schools”) have been negotiating a potential exchange of immovable property that would result in LSU transferring ownership a tract of land owned by LSU in the Innovation Park area to New Schools, in return for New Schools transferring to LSU a tract of land at another location of equivalent value, or by act of cash sale.

As part of those negotiations, both LSU and New Schools have caused appraisals to be prepared valuing the Innovation Park tract. Those appraisals, conducted independently of each other, have reached materially different conclusions. The LSU-acquired appraisal valued the tract at approximately \$206,250 per acre. The New Schools-acquired appraisal valued the same tract at approximately \$125,000 per acre.

LSU and New Schools wish to jointly obtain a 3<sup>rd</sup> appraisal in order to conclusively determine the fair market value of the Innovation Park tract for purposes of proceeding with the exchange. To accomplish this, LSU and New Schools jointly agree as follows:

1. The LSU appraiser and the New Schools appraiser will jointly select a third appraiser to perform a third and final appraisal.
2. The new appraiser so selected must be mutually acceptable to both LSU and New Schools.
3. LSU and New Schools shall each be responsible for paying half the cost of the third appraisal.
4. The third appraiser will be required to disclose his appraisal to both LSU and New Schools simultaneously once it is complete.
5. The third appraiser will not have any independent communications with either New Schools or LSU or their respective employees or agents, and will schedule joint phone calls or meetings in the event the appraiser needs additional information from either party to complete the appraisal.
6. If the third appraisal is below the lower or above the higher of the two existing appraisals, the existing appraisal nearest to the third appraisal will be used as the fair market value of the tract for purposes of proceeding with the exchange or sale. If the third appraisal is for a value between the lower and higher existing appraisals, then the third appraisal will be used as the fair market value of the tract for purposes of proceeding with the exchange or sale.
7. This MOU does not obligate either party to proceed with an exchange of property, but the parties agree that the fair market value of the tract as determined in accordance with the process established in this MOU shall be the fair market value used for all purposes related to any property exchange or sale the parties may agree to conduct in the future.

For New Schools for Baton Rouge:

For LSU:

\_\_\_\_\_

\_\_\_\_\_  
Daniel T. Layzell, Executive Vice President for  
Finance & Administration / CFO

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

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



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## CAMPUS CORRESPONDENCE

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**To:** F. King Alexander,  
President of LSU

**Date:** June 9, 2017

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

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

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

**Subject** **Board of Supervisors Agenda, June 22, 2017 Meeting**  
**LSU A&M Request for Approval to Transfer Property to New Schools for Baton Rouge**

President Alexander:

As requested by the leadership of the Board of Supervisors through appropriate University channels, this office has been tasked with preparing for the potential transfer of immovable property with New Schools for Baton Rouge, by exchange or sale. As directed, this office has been working with outside counsel and others to evaluate the proposed transaction and determine the most appropriate mechanism for accomplishing it. After such review and consultation, this office has prepared a Board resolution to provide for the proposed transaction.

The attached submission is provided for potential inclusion on the agenda for the Board's meeting scheduled for June 22, 2017.

Thank you.





## **Request from LSU Health Sciences Center-New Orleans to Approve Agreements Related to the Construction and Operation of a Proton Therapy Center**

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

**Date: June 22, 2017**

This is a significant board matter pursuant to Bylaws Art. VII, Section 9:

A.1 Any matter having a significant impact on the University or its campuses

### **1. Summary of Matter**

The University Medical Center Management Corporation (“UMCMC”), and Provision Healthcare have proposed to facilitate jointly with the LSUHSC-New Orleans and a foundation affiliated with the University the development of the Louisiana Proton Therapy Center in the New Orleans biomedical corridor. It is envisioned that the Proton Therapy Center will be built on a parcel of property located on Tulane Avenue, which property is currently subject to a Right of Use, Possession and Occupancy Agreement (the “Right of Use Agreement”) entered into on May 29, 2013, by the LSU Board, the State of Louisiana through the Division of Administration, and UMCMC acting through its sole member, Louisiana Children’s Medical Center (the “LCMC”) as part of the development of the University Medical Center in New Orleans. The proposed Proton Therapy Center will deploy advanced technology that produces far fewer side effects than conventional treatments for cancer, and Provision Healthcare plans to develop the Proton Therapy Center on the above-described land in conjunction with the University Medical Center campus and LSUHSC-NO. By joining with Provision Healthcare, LSUHSC-NO will be able to leverage state resources along with its affiliated hospital partner, UMCMC, to establish a state of the art cancer therapy center.

Proton therapy is an innovative new approach to cancer treatment and, where indicated, is more effective and has fewer side effects than traditional treatments. With only two dozen proton therapy centers in operation in the U.S. – and the nearest centers being at Willis-Knighton Health System in Shreveport, Louisiana, and MD Anderson Cancer Center in Houston, TX, Provision Healthcare will introduce a more efficient prototype facility in New Orleans, where the company and its local partners expect to draw a wide range of regional, out-of-state and out-of-country patients. The LSUHSC-NO and UMCMC campuses will be able to establish a 'medical destination' status for leading edge specialty cancer treatment in the area when combined with other more traditional cancer treatment services already available at UMC and through LSU Healthcare Network (LHN). Note that a new proton therapy has recently been announced to be located in Baton Rouge by another operator.

Provision Healthcare, a leading national developer and operator of proton therapy centers, and its partners propose to make a \$100 million capital investment that will create 60 new direct jobs with an average annual salary of \$100,000 each, plus benefits. Additional opportunities for expanded research in advancing cancer treatments will follow, along with increased funding for clinical trials research activity. The presence of the center will not only advance cancer care in the region, but will enhance clinical education and training opportunities for students and residents. Louisiana Economic Development estimates the project also will result in 63 new indirect jobs, for a total of more than 120 new jobs in the New Orleans area.

The site for the proposed development is currently subject to a Right of Use Agreement granted by LSU to UMCMC. This request involves the release of certain property from that Right of Use Agreement and the approval of an Intent to Grant a right of use of the property to the LSU Healthcare Network or other LSU-affiliated foundation, which will develop a Cooperative Endeavor Agreement and/or other agreements (“the Proton Therapy Agreements”) with the LSU Board, Provision Healthcare, and UMCMC for the development, construction and operation of the Proton Therapy Center. The action by the Board today is only the beginning of the process.

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

This will be presented to the Board at a future meeting with the Proton Therapy Agreements.

## **3. Fiscal Impact**

This will be presented to the Board at a future meeting with the Proton Therapy Agreements.

## **4. Description of Competitive Process**

If a cooperative endeavor agreement is used, there will be no requirement for a competitive process, but review by the Joint Legislative Committee on the Budget may be required. Any competitive process, if utilized, will be determined in the Proton Therapy Agreements.

## **5. Review of Legal Documents**

Appropriate legal documents will be developed and presented to Board at a future Board meeting and reviewed by the Office of the General Counsel.

## **6. Parties of Interest**

LSU, LSU Healthcare Network or another foundation affiliated with LSU, the State of Louisiana, UMCMC, Louisiana Children’s Medical Center, and Provision Healthcare.

## **7. Related Transactions**

The LSU Board previously entered into the above-described Right of Use Agreement granting the right of use, possession, and occupancy of certain contiguous tracts of land for the construction and operation of University Medical Center. The proposal will remove part or all of Block 438 from the property that was the subject of the Right of Use Agreement for use for the development of the Proton Therapy Center. The LSU Board is also a party to an existing Cooperative Endeavor Agreement with UMCMC related to the University Medical Center.

## **8. Conflicts of Interest**

None.

## **ATTACHMENTS**

- I. Transmittal Letter
- II. First Amendment to Right of Use, Possession and Occupancy Agreement
- III. Intent to Grant Right of Use, Possession and Occupancy

## **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize F. King Alexander, President of Louisiana State University, or his designee, to execute a First Amendment to Right of Use, Possession and Occupancy Agreement among the Board of Supervisors of LSU, the State of Louisiana through the Division of Administration, the University Medical Center Management Corporation and Louisiana Children's Medical Center;

**BE IT FURTHER RESOLVED** that F. King Alexander, President of Louisiana State University, or his designee, is authorized to include in said First Amendment to Right of Use, Possession, and Occupancy Agreement such terms and conditions as he deems in the best interests of the Board;

**BE IT FURTHER RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize F. King Alexander, President of Louisiana State University, or his designee, to execute an Intent to Grant Right of Use, Possession and Occupancy between the Board and the Louisiana State University School of Medicine in New Orleans Faculty Group Practice or such other foundation affiliated with the University as the President deems to be in the best interests of Board; and

**BE IT FURTHER RESOLVED** that F. King Alexander, President of Louisiana State University, or his designee, is authorized to include in said Intent to Grant Right of Use, Possession and Occupancy such terms and conditions as he deems in the best interests of LSU.



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

June 12, 2017

Dr. F. King Alexander  
LSU President  
3810 West Lakeshore Drive  
Baton Rouge, LA 70808

**RE: Request for approval to approve agreements related to the construction and operation of a proton therapy center**

LSU Health Sciences Center – New Orleans is requesting approval from the Board of Supervisors to enter into an Intent to Grant a Right of Use Agreement and other related transactions that will allow for construction and operation of a proton therapy treatment center within or adjacent to the University Medical Center.

It is requested that the resolution and the accompanying documents be forwarded to the Board of Supervisors for placement on their June 22, 2017 meeting agenda.

Please do hesitate to contact me should you require additional information.

Sincerely,

A handwritten signature in blue ink that reads "Larry Hollier, M.D." in a cursive script.

Larry Hollier  
Chancellor

**FIRST AMENDMENT TO RIGHT OF USE, POSSESSION AND  
OCCUPANCY AGREEMENT**

This First Amendment to Right of Use, Possession and Occupancy Agreement ("First Amendment") is made and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and among:

**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, President of Louisiana State University, duly authorized by virtue of a resolution of the Board of Supervisors, adopted \_\_\_\_\_, a copy of which is on file and of record, with a mailing address of Louisiana State University, 3810 West Lakeshore Drive, Baton Rouge, Louisiana, 70808 (Federal I. D. No. XX-XXX0848) ("**LSU**");

**THE STATE OF LOUISIANA, THROUGH THE DIVISION OF ADMINISTRATION** (the "**State**"), herein represented and appearing through Honorable Jay Dardenne, Commissioner of Administration, Division of Administration, Office of the Governor, State of Louisiana, under the authority granted pursuant to La. R.S. 39:11 and other applicable law, whose mailing address is P. O. Box 94095, Baton Rouge, Louisiana, 70804-0905, (with the **State** and **LSU** collectively, "**Grantor**");

and

**UNIVERSITY MEDICAL CENTER MANAGEMENT CORPORATION**, a Louisiana non-profit corporation represented herein by \_\_\_\_\_, Chair, duly authorized by virtue of a joint unanimous consent of its Members and Board of Directors, dated effective \_\_\_\_\_, a copy of which is on file and of record, with a mailing address of 200 Henry Clay Avenue, New Orleans, Louisiana, 70118 (Federal I.D. No. XX-XXX5187) ("**UMCMC**" or "**Grantee**"), whose sole member, as of this date, is Louisiana Children's Medical Center, a Louisiana non-profit corporation represented herein by Steve Worley, duly authorized by virtue of a resolution of its Board of Directors adopted \_\_\_\_\_, a copy of which is on file and of record, with a mailing address of 200 Henry Clay Avenue, New Orleans, Louisiana, 70118 ("**LCMC**")

which declare and agree as follows:

**W I T N E S S E T H**

**WHEREAS, Grantor and Grantee**, entered into a Right of Use, Possession and Occupancy Agreement on the 29th day of May, 2013, (herein "Right of Use Agreement") in which **Grantor** granted to **Grantee**, a right of use and the right of possession and occupancy of certain land and improvements;

**WHEREAS**, the parties have determined that a small portion of the land that was the subject of the Right of Use Agreement should be released from the Right of Use Agreement in order to better use the released portion for the originally intended purposes;

**WHEREAS**, the parties have agreed to release a portion of the land from the Right of Use Agreement; and

**WHEREAS**, the parties intend to jointly and with others accomplish the construction and operation of a proton therapy center on the property which is the subject of this First Amendment and which will be released from the Right of Use Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and agreements set forth in the original Right of Use Agreement, and in consideration of the mutual benefit to **Grantor, Grantee** and LCMC of the construction of a proton therapy center on or adjacent to the campus of **Grantee**, the parties hereby agree to amend the Right of Use Agreement as follows:

1. **Exhibit A** to the Right of Use Agreement is hereby amended to delete and release and "Less and Except" a portion of Block or Square 438 therefrom. The Amended **Exhibit A** attached hereto and made a part of this First Amendment shall be substituted for the original **Exhibit A**.
2. Except as modified herein, the terms and conditions of this First Amendment shall remain in full force and effect and are ratified and confirmed by the parties. In the event of a conflict between the provisions of the Right of Use Agreement and this First Amendment, the provisions of this First Amendment shall be controlling as to matters set forth herein.
3. This First Amendment may be signed in several counterparts, each of which shall be deemed an original, but all of which will constitute one and the same instrument.

**NOW HEREIN INTERVENES, Louisiana Children's Medical Center** to join in and consent to this First Amendment to effect the release of the portion of Block or Square 438 described as being "Less and Except" on Exhibit A hereto.

[Remainder of Page Intentionally Left Blank.]

*[Signature Page for First Amendment to Right of Use,  
Possession and Occupancy Agreement]*

**THUS DONE AND SIGNED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, in the presence of the following competent witnesses.

WITNESSES:

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

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

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

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

DRAFT

*[Signature Page for First Amendment to Right of Use,  
Possession and Occupancy Agreement]*

**THUS DONE AND SIGNED** by the State of Louisiana, Division of Administration, on the \_\_\_\_ day of \_\_\_\_\_, 2017, in the presence of the following competent witnesses.

**WITNESSES:**

**STATE OF LOUISIANA , DIVISION OF  
ADMINISTRATION**

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

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

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

Jay Dardenne  
Commissioner of Administration

DRAFT



*[Signature Page for First Amendment to Right of Use,  
Possession and Occupancy Agreement]*

**THUS DONE AND SIGNED** by Louisiana Children's Medical Center, on the \_\_\_ day of \_\_\_\_\_, 2017, in the presence of the following competent witnesses.

**WITNESSES:**

**LOUISIANA CHILDREN'S MEDICAL  
CENTER**

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

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

BY: \_\_\_\_\_  
Steve Worley, President  
and Chief Executive Officer

**DRAFT**

*[Signature Page for First Amendment to Right of Use,  
Possession and Occupancy Agreement]*

**THUS DONE AND SIGNED** by University Medical Center Corporation, on this \_\_\_\_\_  
day of \_\_\_\_\_, 2017, in the presence of the following competent  
witnesses.

**WITNESSES:**

**UNIVERSITY MEDICAL CENTER  
CORPORATION**

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

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

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

DRAFT

*[Signature Page for First Amendment to Right of Use,  
Possession and Occupancy Agreement]*

**AMENDED EXHIBIT "A"  
(PROPERTY DESCRIPTION)  
Exhibit "A" to Right of Use Agreement**

The Land consists of the following described immovable property:

Blocks 433 through 438, Block 455 through 471, Block 519 (the Park) and Blocks 520 through 522 (collectively the "**BLOCKS**"), of the City of New Orleans, located in Township 12 South, Range 11 East, Orleans Parish, Louisiana, as shown on Exhibit A-1, attached hereto, generally bounded on its northerly side by Canal Street, on its southerly side by Tulane Avenue, on its westerly side by South Galvez Street, and on its easterly side by South Claiborne Avenue, and any and all rights **LSU** and/or the **State** may have over portions of Cleveland Avenue, Palmyra Avenue, Banks Street, South Derbigny Street, South Roman Street, South Prieur Street, and South Johnson Street; located between the above **BLOCKS; LESS AND EXCEPT** any property located in Block 468 owned by Cox Communications, and **LESS AND EXCEPT** South Derbigny Street and Cleveland Avenue adjacent to Block 435 and **LESS AND EXCEPT** the Orleans House and property appurtenant thereto located in Block 436, and **LESS AND EXCEPT** the McDonogh School to be located in Block 434 on which site the Old McDonogh School will be located. Said Land, and this Right of Use, is subject to all servitudes, rights-of-way and easements of record.

**AND LESS AND EXCEPT**

A parcel on the former Square 438 in the First Municipal District, City of New Orleans, Orleans Parish, Louisiana measures approximately 62,600 SF (1.44 acres). The parcel is described as follows:

The northeast corner of the intersection of the right of ways of Tulane Avenue and South Roman Street is set as a point of beginning set "X" proceeding N53°2'29.03" E for 267.19 feet; then S36°57'30.97" E for 260.02 feet; then S53°2'29.03" W for 219.10 feet; then N26°57'14.86" W for 262.49 feet along Tulane Avenue right of way; to the point of beginning.

See Schedule 1 attached hereto.

It is agreed that neither **LSU** nor the **State** warrants title to the above immovable property.

*[Signature Page for First Amendment to Right of Use,  
Possession and Occupancy Agreement]*

**APPROVED:**

**STATE OF LOUISIANA, DIVISION OF  
ADMINISTRATION**

By: \_\_\_\_\_  
Jay Dardenne, Commissioner

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

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

**UNIVERSITY MEDICAL CENTER  
MANAGEMENT CORPORATION**

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

**LOUISIANA CHILDREN'S MEDICAL  
CENTER**

By: \_\_\_\_\_  
Steve Worley, President and Chief  
Executive Officer

**DRAFT**

**SCHEDULE 1**  
***FIRST AMENDMENT TO RIGHT OF USE, POSSESSION AND***  
***OCCUPANCY AGREEMENT***

**DRAFT**



**SCHEDULE 1**

Parcel location for the Proposed Lease at 1805 Canal Street, New Orleans.  
Aerial photograph from New Orleans Tax Assessor website (June 2017).

**INTENT TO GRANT RIGHT OF USE, POSSESSION AND OCCUPANCY**

**Between**

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

**and**

**LOUISIANA STATE UNIVERSITY SCHOOL OF MEDICINE IN NEW ORLEANS  
FACULTY GROUP PRACTICE**

**THIS INTENT TO GRANT RIGHT OF USE, POSSESSION AND OCCUPANCY** (herein "Agreement") is entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2017 (the "Effective Date"), by and between

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE**, a public constitutional corporation organized and existing under the Constitution and laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, said State, appearing herein through F. King Alexander, President of Louisiana State University, duly authorized and empowered by said Board of Supervisors (hereinafter referred to as the "LSU Board"),

and

**LOUISIANA STATE UNIVERSITY SCHOOL OF MEDICINE IN NEW ORLEANS FACULTY GROUP PRACTICE, A Louisiana Non-Profit Organization**, doing business as the LSU Healthcare Network, a private Louisiana non-profit organization ("Foundation") herein represented by \_\_\_\_\_, its President, duly authorized by a resolution of its Board of Directors, with a principal office located at, and a mailing address of 1542 Tulane Avenue, Suite 123-HCN, New Orleans, LA, 70112 (both Board and Foundation referred to herein as the "Party" or, collectively, the "Parties");

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. 17:3351, et seq., the LSU Board is authorized to grant rights of use, possession and/or occupancy to the Foundation of 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 facilitation of the development of a Proton Therapy Center for the treatment of cancer;

**WHEREAS**, the Proton Therapy Center will be located on property on and/or adjacent to the campus of the University Medical Center in New Orleans, Louisiana (the "Property"), and will be operated in conjunction with the LSU Health Sciences Center, University Medical Center and the Louisiana Children's Medical Center to further the work of the University Medical Center, and the LSU Health Sciences Center; and

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

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

**1. Purpose and Process**

The purpose of this Intent to Grant Right of Use, Possession and Occupancy is to allow the Parties to explore the best method by which a Proton Therapy Center can be constructed and developed on the Property to be utilized in conjunction with the LSU Health Sciences Center, the University Medical Center and the Louisiana Children's Medical Center.

**2. LSU Approvals**

Any proposed Grant of Right of Use, Possession and Occupancy relating to the Property and the proposed development of the Proton Therapy Center 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 developers limited and temporary rights of access to the Property for purposes of performing site assessments and similar activities such as environmental surveys, topographical surveys, utility surveys and soil borings.

**3. Financial Responsibility and Support of LSUHSC-NO**

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/or third parties, 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.



#### **4. Non-Binding Agreement**

This Intent to Grant Right of Use, Possession and Occupancy does not constitute a binding agreement, is not a grant of a right of use, possession and/or occupancy or a lease of land to the Foundation and does not obligate the LSU Board to enter into any further agreement with the Foundation. The Parties hereto will not be bound in any respect unless and until any agreements contemplated hereby are signed by all of the Parties hereto.

The Foundation acknowledges that the grant of the Right of Use is subject to the approval and consent of the State of Louisiana, Division of Administration.

#### **5. 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 \_\_\_\_\_, 20\_\_, unless such date is extended by the mutual written agreement of the parties hereto.

*(Signatures on Following Page)*

*Signature Page for the Intent to Grant Right of Use, Possession and Occupancy between Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and Louisiana State University School of Medicine in New Orleans Faculty Group Practice*

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

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

By: \_\_\_\_\_  
F. King Alexander, President of LSU

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

**LOUISIANA STATE UNIVERSITY SCHOOL OF MEDICINE IN NEW ORLEANS FACULTY GROUP PRACTICE, A LOUISIANA NON-PROFIT ORGANIZATION, DOING BUSINESS AS LSU HEALTH CARE NETWORK**

By: \_\_\_\_\_  
\_\_\_\_\_,  
President, LSU Healthcare Network

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



**Request from LSUHSC-NO to Approve Agreements with the University Medical Center Related to the Future Construction of a Medical Office Building**

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

**Date: June 22, 2017**

This is a significant board matter pursuant to Bylaws Art. VII, Section 9:

A.1 Any matter having a significant impact on the University or its campuses

**1. Summary of Matter**

The LSU Health Sciences Center – New Orleans wishes to seek interested parties to join with LSUHSC-NO in the potential development of a medical office building.

The site for the proposed development is currently subject to a Right of Use, Possession and Occupancy Agreement (the “Right of Use Agreement”) entered into on May 29, 2013, by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU Board”), the State of Louisiana through the Division of Administration, and University Medical Center Management Corporation (“UMCMC”) acting through its sole member, Louisiana Children’s Medical Center (the “LCMC”) for the development of the University Medical Center in New Orleans. This request involves the release certain property from the Right of Use Agreement. The land to be released is strategically located near the LSUHSC-NO campus, and, as part of its masterplan, LSUHSC-NO may seek to develop a Cooperative Endeavor Agreement (CEA), right of use, or other appropriate legal agreement with a yet to be determined party for the future development of a medical office building or similar facility in support of its academic, research, clinical and community service missions.

To expedite consideration and planning for this development, included in this request is approval for the President to execute an Intent to Grant a right of use of the property to the LSU Healthcare Network or other LSU-affiliated foundation to engage in an appropriate competitive process and develop a Cooperative Endeavor Agreement and/or other agreements to cause the development and operation of the contemplated medical office building at the site being released pursuant to the Second Amendment to Right of Use, Possession, and Occupancy Agreement..

**2. Review of Business Plan**

To be developed and presented to the Board at an appropriate point in the future.

**3. Fiscal Impact**

To be developed and presented to the Board at an appropriate point in the future.

**4. Description of Competitive Process**

To be developed and presented to the Board at an appropriate point in the future.

## 5. Review of Legal Documents

Appropriate legal documents will be developed and presented to Board at an appropriate point in the future. All such documents will be reviewed by the Office of the General Counsel and the Office of Facility & Property Oversight before submission to the Board. Because of time constraints, no draft of the Intent to Grant Right of Use, Possession, and Occupancy has been prepared; the Intent to Grant agreement will include terms typically used by the University for this type of transaction, and will be reviewed by the Office of Facility & Property Oversight, outside counsel, and the Office of General Counsel before execution by the President.

## 6. Parties of Interest

Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, LSU Health Sciences Center – New Orleans, the State of Louisiana, UMCMC, Louisiana Children’s Medical Center, and parties who may in the future participate in the CEA or other appropriate legal agreement for development of the contemplated medical office building.

## 7. Related Transactions

The LSU Board previously entered into the above-described Right of Use Agreement granting the right of use, possession, and occupancy of certain contiguous tracts of land for the construction and operation of University Medical Center. The proposal will remove Squares 434 and 435 from the property that was the subject of the Right of Use Agreement. The LSU Board is also a party to an existing Cooperative Endeavor Agreement with UMCMC related to the University Medical Center.

## 8. Conflicts of Interest

None.

## ATTACHMENTS

- I. Transmittal Letter
- II. Second Amendment to Right of Use, Possession and Occupancy Agreement
- III. LSUHSC-NO Medical Office Building Site Plan

## RESOLUTION

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize F. King Alexander, President of LSU, or his designee, to execute a Second Amendment to Right of Use, Possession and Occupancy Agreement among the Board of Supervisors of LSU, the State of Louisiana through the Division of Administration, the University Medical Center Management Corporation and Louisiana Children’s Medical Center; and

**BE IT FURTHER RESOLVED** that F. King Alexander, President of LSU, or his designee, is authorized to include in said Second Amendment to Right of Use, Possession and Occupancy Agreement such terms and conditions as he deems in the best interest of the Board of Supervisors of LSU;

**BE IT FURTHER RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize F. King Alexander, President of Louisiana State University, or his designee, to execute an Intent to Grant Right of Use, Possession and Occupancy

between the LSU and the Louisiana State University School of Medicine in New Orleans Faculty Group Practice or such other foundation affiliated with the University as the President deems to be in the best interests of LSU; and

**BE IT FURTHER RESOLVED** that F. King Alexander, President of Louisiana State University, or his designee, is authorized to include in said Intent to Grant Right of Use, Possession and Occupancy such terms and conditions as he deems in the best interests of LSU.



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

June 12, 2017

Dr. F. King Alexander  
LSU President  
3810 West Lakeshore Drive  
Baton Rouge, LA 70808

**RE: Request for approval to approve agreements related to the future construction of a medical office building**

LSU Health Sciences Center – New Orleans is requesting approval from the Board of Supervisors to enter into an Intent to Grant a Right of Use Agreement and other related transactions that will allow for medical office building or similar facility in support of academic, research, clinical and community service missions at the University Medical Center in New Orleans.

It is requested that the resolution and the accompanying documents be forwarded to the Board of Supervisors for placement on their June 22, 2017 meeting agenda.

Please do hesitate to contact me should you require additional information.

Sincerely,

A handwritten signature in blue ink that reads "Larry Hollier, M.D." in a cursive script.

Larry Hollier  
Chancellor

**SECOND AMENDMENT TO RIGHT OF USE, POSSESSION AND  
OCCUPANCY AGREEMENT**

This Second Amendment to Right of Use, Possession and Occupancy Agreement ("Second Amendment") is made and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and among:

**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, President of Louisiana State University, duly authorized by virtue of a resolution of the Board of Supervisors, adopted \_\_\_\_\_, a copy of which is on file and of record, with a mailing address of Louisiana State University, 3810 West Lakeshore Drive, Baton Rouge, Louisiana, 70808 (Federal I. D. No. XX-XXX0848) ("**LSU**");

**THE STATE OF LOUISIANA, THROUGH THE DIVISION OF ADMINISTRATION** (the "**State**"), herein represented and appearing through Honorable Jay Dardenne, Commissioner of Administration, Division of Administration, Office of the Governor, State of Louisiana, under the authority granted pursuant to La. R.S. 39:11 and other applicable law, whose mailing address is P. O. Box 94095, Baton Rouge, Louisiana, 70804-0905, (with the **State** and **LSU** collectively, "**Grantor**");

and

**UNIVERSITY MEDICAL CENTER MANAGEMENT CORPORATION**, a Louisiana non-profit corporation represented herein by \_\_\_\_\_, Chair, duly authorized by virtue of a joint unanimous consent of its Members and Board of Directors, dated effective \_\_\_\_\_, a copy of which is on file and of record, with a mailing address of 200 Henry Clay Avenue, New Orleans, Louisiana, 70118 (Federal I.D. No. XX-XXX5187) ("**UMCMC**" or "**Grantee**"), whose sole member, as of this date, is Louisiana Children's Medical Center, a Louisiana non-profit corporation represented herein by Steve Worley, duly authorized by virtue of a resolution of its Board of Directors adopted \_\_\_\_\_, a copy of which is on file and of record, with a mailing address of 200 Henry Clay Avenue, New Orleans, Louisiana, 70118 ("**LCMC**")

which declare and agree as follows:

*[Signature Page for Second Amendment to Right of Use,  
Possession and Occupancy Agreement]*

**W I T N E S S E T H**

**WHEREAS, Grantor and Grantee**, entered into a Right of Use, Possession and Occupancy Agreement on the 29th day of May, 2013, (herein "Right of Use Agreement") in which **Grantor** granted to **Grantee**, a right of use and the right of possession and occupancy of certain land and improvements;

**WHEREAS**, pursuant to the First Amendment to Right of Use, Possession and Occupancy Agreement, the Parties thereto amended Exhibit A to the Right of Use Agreement to remove a portion of former Square 522 in the First Municipal District, City of New Orleans, Orleans Parish, Louisiana from the Land as that term is used and defined in the Right of Use Agreement;

**WHEREAS**, the parties have determined that an additional portion of the land that was the subject of the Right of Use Agreement should be released from the Right of Use Agreement in order to better use the released portion for the originally intended purposes;

**WHEREAS**, the parties have agreed to release an additional portion of the land from the Right of Use Agreement; and

**WHEREAS**, the parties intend to jointly and with others explore the potential for the construction and operation of a medical office building on the property which is the subject of this Second Amendment and which will be released from the Right of Use Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and agreements set forth in the original Right of Use Agreement, and in consideration of the mutual benefit to **Grantor, Grantee** and LCMC of the potential construction of a medical office building on or adjacent to the campus of **Grantee**, the parties hereby agree to amend the Right of Use Agreement as follows:

1. **Exhibit A** to the Right of Use Agreement is hereby amended to delete and release and "Less and Except" the entirety of Squares 434 and 435 therefrom. The Amended **Exhibit A** attached hereto and made a part of this Second Amendment shall be substituted for the original **Exhibit A**.
2. Except as modified herein, the terms and conditions of this Second Amendment shall remain in full force and effect and are ratified and confirmed by the parties. In the event of a conflict between the provisions of the Right of Use Agreement and this Second Amendment, the provisions of this Second Amendment shall be controlling as to matters set forth herein.
3. This Second Amendment may be signed in several counterparts, each of which shall be deemed an original, but all of which will constitute one and the same instrument.



**NOW HEREIN INTERVENES, Louisiana Children's Medical Center** to join in and consent to this Second Amendment to effect the release of the portion of Block 22 described as being "Less and Except" on Exhibit A hereto.

**THUS DONE AND SIGNED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, in the presence of the following competent witnesses.

WITNESSES:

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

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

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

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

**DRAFT**

*[Signature Page for Second Amendment to Right of Use,  
Possession and Occupancy Agreement]*

**THUS DONE AND SIGNED** by the State of Louisiana, Division of Administration, on the \_\_\_\_ day of \_\_\_\_\_, 2017, in the presence of the following competent witnesses.

**WITNESSES:**

**STATE OF LOUISIANA , DIVISION OF  
ADMINISTRATION**

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

BY: \_\_\_\_\_  
Jay Dardenne  
Commissioner of Administration

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

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*[Signature Page for Second Amendment to Right of Use,  
Possession and Occupancy Agreement]*

**THUS DONE AND SIGNED** by Louisiana Children's Medical Center, on the \_\_\_ day of \_\_\_\_\_, 2017, in the presence of the following competent witnesses.

**WITNESSES:**

**LOUISIANA CHILDREN'S MEDICAL  
CENTER**

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

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

**BY:** \_\_\_\_\_  
Steve Worley, President  
and Chief Executive Officer

**DRAFT**

**THUS DONE AND SIGNED** by University Medical Center Corporation, on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, in the presence of the following competent witnesses.

**WITNESSES:**

**UNIVERSITY MEDICAL CENTER CORPORATION**

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

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

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

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

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**AMENDED EXHIBIT "A"**  
**(PROPERTY DESCRIPTION)**  
**Exhibit "A" to Right of Use Agreement**

The Land consists of the following described immovable property:

Blocks 433 through 438, Block 455 through 471, Block 519 (the Park) and Blocks 520 through 522 (collectively the "**BLOCKS**"), of the City of New Orleans, located in Township 12 South, Range 11 East, Orleans Parish, Louisiana, as shown on Exhibit A-1, attached hereto, generally bounded on its northerly side by Canal Street, on its southerly side by Tulane Avenue, on its westerly side by South Galvez Street, and on its easterly side by South Claiborne Avenue, and any and all rights **LSU** and/or the **State** may have over portions of Cleveland Avenue, Palmyra Avenue, Banks Street, South Derbigny Street, South Roman Street, South Prieur Street, and South Johnson Street; located between the above **BLOCKS; LESS AND EXCEPT** any property located in Block 468 owned by Cox Communications, and **LESS AND EXCEPT** South Derbigny Street and Cleveland Avenue adjacent to Block 435 and **LESS AND EXCEPT** the Orleans House and property appurtenant thereto located in Block 436, and **LESS AND EXCEPT** the McDonogh School to be located in Block 434 on which site the Old McDonogh School will be located. Said Land, and this Right of Use, is subject to all servitudes, rights-of-way and easements of record.

**AND LESS AND EXCEPT**

A parcel on the former Square 438 in the First Municipal District, City of New Orleans, Orleans Parish, Louisiana measures approximately 62,600 SF (1.44 acres). The parcel is described as follows:

The northeast corner of the intersection of the right of ways of Tulane Avenue and South Roman Street is set as a point of beginning set "X" proceeding N53°2'29.03" E for 267.19 feet; then S36°57'30.97" E for 260.02 feet; then S53°2'29.03" W for 219.10 feet; then N26°57'14.86" W for 262.49 feet along Tulane Avenue right of way; to the point of beginning.

**AND LESS AND EXCEPT**

The entirety of Blocks 434 and 435 in the First Municipal District, City of New Orleans, Orleans Parish, Louisiana. It is agreed that neither **LSU** nor the **State** warrants title to the above immovable property.

*[Remainder of Page Intentionally Left Blank]*

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**APPROVED:**

**STATE OF LOUISIANA, DIVISION OF  
ADMINISTRATION**

By: \_\_\_\_\_  
Jay Dardenne, Commissioner

**UNIVERSITY MEDICAL CENTER  
MANAGEMENT CORPORATION**

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

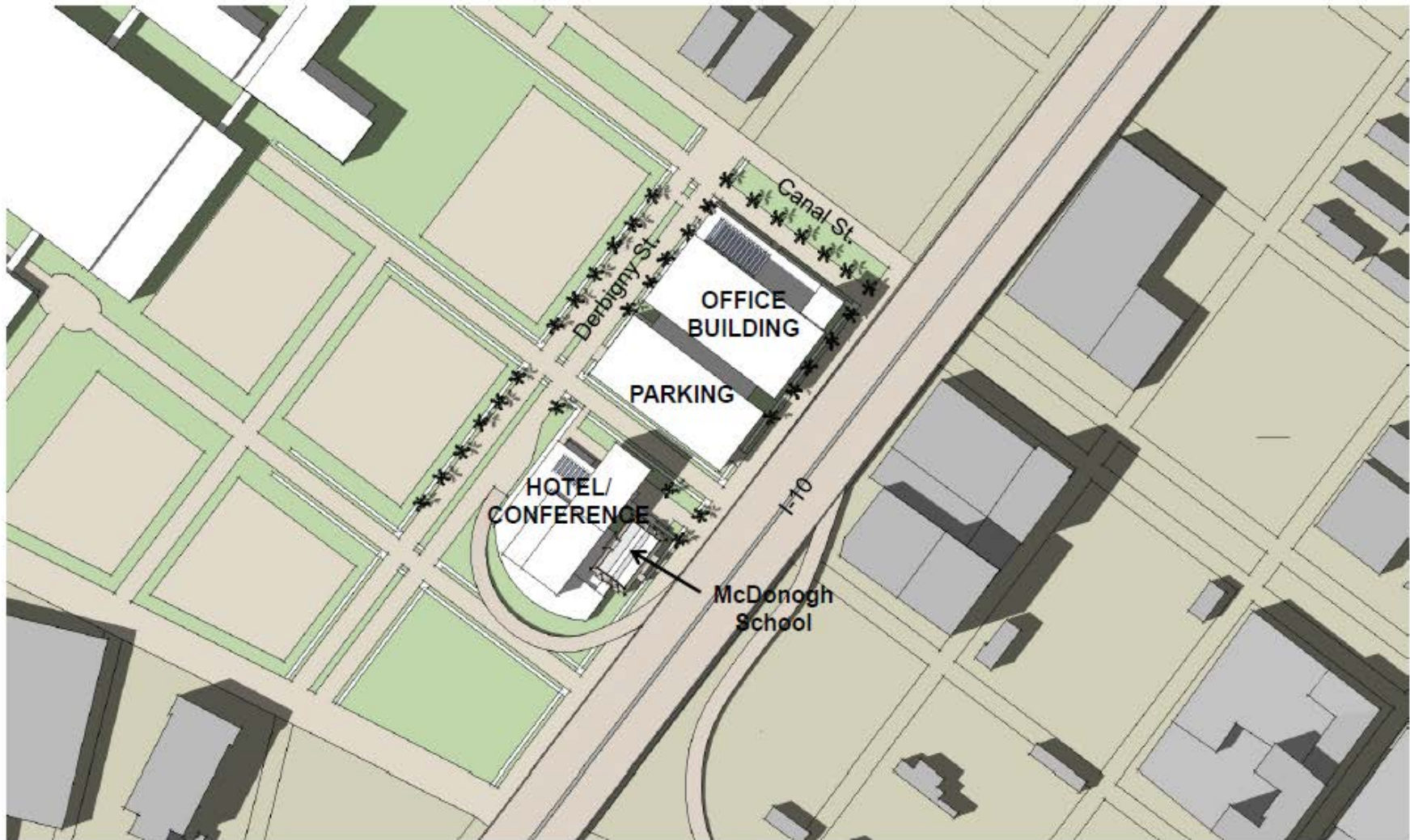
**BOARD OF SUPERVISORS OF  
LOUISIANA STATE UNIVERSITY AND  
AGRICULTURAL AND MECHANICAL  
COLLEGE**

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

**LOUISIANA CHILDREN'S MEDICAL  
CENTER**

By: \_\_\_\_\_  
Steve Worley, President and Chief  
Executive Officer

**DRAFT**



Medical Office Building for LSU Faculty Practice

ELLERBE BECKET

