



**LSU Board of Supervisors**

**Friday, September 8, 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>

**A. HEALTHCARE AND MEDICAL EDUCATION COMMITTEE**

**Mr. Robert "Bobby" Yarborough**

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

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

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

1. Presentation on Strategic Plan
2. Request from LSU A&M to Establish the LSU Ethics Institute with Conditional One-Year Approval
3. Request from LSU Health Sciences Center - Shreveport to Establish the Center for Brain Health with Conditional One-Year Approval
4. Request from LSU Health Sciences Center - New Orleans to Designate Space as the LSU Health Medical Device Innovation Incubator
5. CONSENT
  - i. Request from LSU A&M to Award a Posthumous Degree to Aaron Belanger
  - ii. Request from LSU A&M to Change the Name of the Cale P. Smith Student Financial Center to the Cale P. & Katherine Smith Student Financial Management Center

iii. Request from LSU A&M to Name the Daniels Family Library at the LSU Lab School

iv. Request from LSU A&M to Name 4 Spaces in Patrick F. Taylor Hall

- Greg Elliot Dean's Seminar Suite
- Greg Elliot Terrace
- Jesse and Greg Elliot Gathering Space
- Kenneth Evans and Missy Evans Elliott Dean's Seminar Room

v. Request from LSU A&M to Name 4 Athletics Facilities

- Jane and Carl Seiner Training Room at PMAC Practice Facility
- Mathieu Players' Lounge at Football Operations
- Peterson-Roberts Weight Room at Football Operations
- The Douple Family Team Room at Track and Field

vi. Request from LSU AgCenter to Name the Steve Linscombe Auditorium at the H. Rouse Caffey Rice Research Station

## **C. FINANCE, INFRASTRUCTURE, AND CORE DEVELOPMENT COMMITTEE**

**Mr. Ronald R. Anderson, Chair**

1. Recommendation to Approve the FY 2017-2018 Operating Budget
2. LSU First Health Plan Update

## **D. PROPERTY AND FACILITIES COMMITTEE**

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

1. Request for Approval of the FY 2018-19 Five-Year Capital Outlay Budget Request and First Year Prioritized Categories for Louisiana State University
2. Request from LSU A&M to Authorize the President to Execute a Lease for Tiger Stadium South Plaza Bowl Victory Recognition with Tiger Athletic Foundation
3. Request to Authorize an Intent to Lease Agreement with the LSU Real Estate and Facilities Foundation for the Charity Hospital Redevelopment Project

#### 4. CONSENT

- i. Request from LSU AgCenter to Accept, in Part, the Bequest by Mr. James Pruitt in his Last Will and Testament Concerning Property in Webster Parish, Louisiana
- ii. Request from LSU AgCenter to Approve a Swap of Property to Simplify and Correct Orphaned Boundary Conditions Northeast Research Station, Tensas Parish St. Joseph, Louisiana
- iii. Request from LSU AgCenter to Approve a Sale of Property at the Northeast Research Station, Tensas Parish St. Joseph, Louisiana

#### **E. ATHLETIC COMMITTEE**

##### **Mr. R. Blake Chatelain, Chair**

1. Request from LSU A&M to Approve Employment Contracts with Head Coaches Frank “Will” Wade, Elizabeth Torina, Karen Bahnsen, Sara “DD” Breaux, Co-Head Coach Andres “Andy” Brandi, and Co-Head Coach Christopher Brandi
2. Request from LSU Shreveport to Approve the Employment Contracts with Head Coaches Matthew Cross, Ashley Holland, Phillip Bohn and Kyle Blankenship
3. Request from LSU A&M to Approve a Contract Amendment for the Multi Media Rights Agreement between LSU and Outfront Media Sports Inc.

#### **F. AUDIT COMMITTEE**

##### **Mr. Lee Mallett, Chair**

The Audit Committee will meet at 8:30am in the LSU University Administration Building in Conference Room 112, Baton Rouge.



**LSU Board of Supervisors**

**Friday, September 8, 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. Election of the Chairman-Elect for 2017-2018
4. Oath of Office for the new Board Leadership
5. Approval of the Minutes of the Board Meeting held on June 22, 2017
6. Personnel Actions Requiring Board Approval
7. Reports from Staff Advisors and Faculty Advisors
8. President's Report
9. Reports to the Board
  - a. 2016-2017 Board of Supervisors Scholarship Report
  - b. FY17 4th Quarter Consolidated Investment Report
  - c. FY17 Semi-Annual Consolidated Financial Report
  - d. FY 2017 4th Quarter Consolidated Report on Personnel Actions Not Requiring Board Approval
10. Committee Reports
11. Consideration of Revisions to the LSU Board of Supervisors Scholarship Policy
12. Chairman's Report
13. Adjournment

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June 22, 2017

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MINUTES

REGULAR BOARD MEETING

June 22, 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 June 22, 2017 at 1:10 p.m.

The secretary called the roll.

PRESENT

Mr. Scott Ballard Chairman	Ms. Ann Duplessis Past Chairman
Mr. Ronnie Anderson	Mr. Glenn Armentor
Mr. Stanley J. Jacobs	Ms. Valencia Sarpy Jones
Mr. Lee Mallett	Mr. James W. Moore
Ms. Mary L. Werner	Mr. James M. Williams
Mr. Robert "Bobby" Yarborough	Ms. Lauren Johnson

ABSENT

Mr. Stephen Perry Chairman-Elect	Mr. Blake Chatelain
Mr. Jim McCrery	Mr. Rolfe McCollister

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 was one (1) public comment registered from Dr. Kenneth Perego on Agenda Item #9B4 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.

2. Invocation and Pledge of Allegiance

Chairman Ballard recognized Dr. Ghali Ghali, LSU Health Science Center - Shreveport Chancellor. Dr. Ghali introduced the two students addressing the Board.

Mr. Trip Cicardo gave the Invocation. Ms. Leigh Deshotels led the Pledge of Allegiance.

3. Approval of the Minutes of the Board Meeting held on May 5, 2017

Upon motion of Mr. Williams, seconded by Mr. Yarborough, the Board voted unanimously to approve the Minutes of the Regular Board Meeting held on May 5, 2017.

4. Oath of Office for New Board Members

Mr. Williams administered the Oath of Office to new Board Member, Ms. Mary Werner, representing Congressional District 3, and to the new Student Board member, Ms. Lauren Johnsons from LSUE.

5. Personnel Actions Requiring Board Approval

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

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

6. 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.

7. President's Report

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

Dr. Alexander commented on the state budget and thanked the Governor and Legislative Leaders for funding Taylor Opportunity Program for Students (TOPS) and our institutions.

Dr. Alexander provided copies of this quarter's Campus Rec Magazine which recognized Laurie Braden, Executive Director of University Recreation, and the University Recreation Student Recreation Center as one of the most innovative recreational facilities in the United States.

Dr. Alexander provided a Board staff update since Doreen Brasseaux is retiring, Jason Droddy will take over Board oversight and Stephanie Tomlinson will handle Board logistics. Elizabeth Sumrall will be the Healthcare Policy Director working on health policy issues with our institutions.

Dr. Alexander, recognized:

Dr. Bill Richardson, VP for Agriculture & Dean of College of Agriculture, for information on potential wetlands mitigation bank.

8. Reports to the Board

- a. Facility Summary Reports
- b. FY 2017 3<sup>rd</sup> Quarter Internal Audit Summary

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

9. Committee Reports

A motion was made by Mr. Perry, seconded by Mr. Chatelain, Mr. Yarborough recused from voting on Property Agenda items 9C2. Request from LSUHSC-NO to Approve Agreements Related to the Construction and Operation of a Proton Therapy Center and 9C3. Request from LSUHSC-NO to Approve Agreements with the University Medical Center Related to the Future Construction of a Medical Office Building, to approve the Committee resolutions that were



approved by the Committees. The Board voted unanimously to approve all Committee resolutions.

9A. 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 four (4) requests for Board approval and two (2) consent agenda items.

9A1. 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

Upon motion of Mr. Anderson, seconded by Ms. Johnson, the committee voted unanimously to approve the following resolutions:

**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.

**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.

9A2. Request from LSU A&M to Establish the PhD in Biological Engineering

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 establish the Doctor of Philosophy in Biological Engineering at LSU A&M, subject to approval by the Louisiana Board of Regents.

9A3. 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

Upon motion made by Ms. Johnson, seconded by Mr. Armentor, the committee voted unanimously to approve the following resolutions:

**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.

**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.

9A4. Recommendation to Establish Degree Conferral Dates for Online Degree Programs

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

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the 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.

9A5. 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

Upon motion of Mr. Anderson, seconded by Mr. Armentor, the committee voted unanimously to approve the Consent resolutions:

**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.

**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

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

Upon motion of Mr. Anderson, 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 four (4) requests for Board approval and one (1) consent agenda item.

9B1. Request from LSU A&M to Approve a Cooperative Endeavor Agreement by and among LSU Research and Technology Foundation

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

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes 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.

9B2. Approval of FY 2017 Supplemental Appropriation and FY 2018 Appropriation

Upon motion of Mr. Mallett, seconded by Ms. Johnson, the committee voted unanimously to approve the following 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.

9B3. Recommendation to Approve Fees pursuant to the Authority Granted in HB 113 of the 2017 Legislative Session

Upon motion by Mr. Mallett, seconded by Ms. Jones, the committee voted unanimously to approve the following 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.

9B4. 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

Upon motion of Mr. Mallett, 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 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.

9B5. 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

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

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & 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.

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

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

9C. Property and Facilities Committee

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

9C1. Request from LSU A&M for Approval to Transfer Property to New Schools for Baton Rouge

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

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes Dr. F. King Alexander, President of Louisiana State University, or his designee to 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 between LSU and New Schools for Baton Rouge effective as of June 15, 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 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 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.

9C2. Request from LSUHSC-NO to Approve Agreements Related to the Construction and Operation of a Proton Therapy Center

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

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

9C3. Request from LSUHSC-NO to Approve Agreements with the University Medical Center Related to the Future Construction of a Medical Office Building

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

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize F. King Alexander, President of LSU, or his designee, to 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.

Ms. Duplessis asked for a motion to adjourn the Committee meeting.

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

10. Ratification of Revised 2016-2017 Board of Supervisors Meeting Schedule

Upon motion of Mr. Yarborough, seconded by Ms. Werner, the board voted unanimously to approve the Revised 2016-2017 Board of Supervisors Meeting Schedule.

11. Consideration of Revisions to the LSU Board of Supervisors Scholarship Policy

Upon motion of Mr. Armentor, seconded by Mr. Mallett, the board voted unanimously to approve the Revisions to the LSU Board of Supervisors Scholarship Policy.

12. Chairman's Report

Chairman Ballard recognized Ms. Doreen Brasseaux, Assistant Vice President for University System Relations with a Resolution commending her for her service to the Board.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University does hereby express its appreciation to Ms. Doreen Brasseaux for her leadership and contributions to the advancement of LSU.

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

The Chairman announced the next Board of Supervisors meeting will be held in Baton Rouge at LSU on September 8, 2017.

13. Adjournment

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

Upon motion by Mr. Mallett, seconded by Mr. Moore, the meeting was adjourned.

Stephanie Tomlinson  
Executive Assistant  
LSU Board of Supervisors



August 1, 2017

The Honorable John Alario  
President of the Senate  
Post Office Box 94183  
Baton Rouge, Louisiana 70804

The Honorable Taylor Barras  
Speaker of the House of Representatives  
Post Office Box 94062  
Baton Rouge, Louisiana 70804

RE: LSU Board of Supervisors Scholarship Report  
Per Act 340 of the 2013 Regular Legislative Session

Dear President Alario and Speaker Barras:

In accordance with the reporting requirements of Act 340 of the 2013 Regular Legislative Session, attached is a report of the scholarships awarded during the 2016-2017 academic year inclusive of summer 2016. The LSU Board of Supervisors scholarships are waivers of tuition, not cash awards.

This information is also posted on the LSU website: [www.lsu.edu/bos](http://www.lsu.edu/bos)

Sincerely,

A handwritten signature in blue ink that reads "F. King Alexander". The signature is written in a cursive style.

F. King Alexander  
President



## Board of Supervisors Scholarship Awards 2016-2017

Board Member	Student	Campus	Total Value
Ann Duplessis	Alexander, Derecka Jamie	LSU	\$9,484.85
Ann Duplessis	Ball, Trenton Christopher	LSU	\$9,484.85
Ann Duplessis	Bienes, Sarah Maria	HSC-NO	\$9,484.85
Ann Duplessis	Bourgeois, Jr., Wardell R.	LSU	\$8,574.85
Ann Duplessis	Braziel, Broderick Keith	LSU	\$16,677.00
Ann Duplessis	Day, Brandon Cornel	LSU	\$9,484.85
Ann Duplessis	Gayler, Joshua Allan	LSU	\$16,677.00
Ann Duplessis	Johnson, Vaughn Rachal	HSC-NO	\$11,448.50
Ann Duplessis	Lawson, Torrie C.	LSU	\$9,484.85
Ann Duplessis	Levi, Theron Terrill	LSU	\$9,484.85
Ann Duplessis	Minor, Arielle S.	LSU	\$9,484.85
Ann Duplessis	St. Etienne, Candice D.	HSC-NO	\$9,484.85
Ann Duplessis	Ward, Elizabeth LeCompte	LSU	\$4,808.80
Ann Duplessis	Ward, Sion Latrese	HSC-NO	\$9,484.85
Blake Chatelain	Ackel, Noell Shae	HSC-S	\$3,058.80
Blake Chatelain	Bueche, Scott Joseph	LSU	\$8,033.85
Blake Chatelain	Cook, Sarah Catherine	LSU	\$4,736.55
Blake Chatelain	Countiss, Elizabeth Elena	HSC-NO	\$10,892.85
Blake Chatelain	Ford, Jacob Anthony	HSC-S	\$9,484.85
Blake Chatelain	Fruge, Seth Everet	HSC-S	\$9,484.85
Blake Chatelain	Fury, Matthew S.	HSC-NO	\$9,484.85
Blake Chatelain	Herndon, Lindsay Rae Maiden: Hooter	HSC-S	\$9,484.85
Blake Chatelain	Patton, Katherine Grace	HSC-NO	\$9,484.85
Blake Chatelain	Prater, Detrice Ladorisa	LSUE	\$2,868.00
Blake Chatelain	West, Jackson D.	LSU	\$9,484.85
Blake Chatelain	Williams, Austin Trevor	HSC-S	\$9,484.85
Bobby Yarborough	Bourgoyne, Kesler Joseph	HSC-S	\$9,484.85
Bobby Yarborough	Dykes, Jonathan Paul	HSC-NO	\$9,484.85
Bobby Yarborough	Eleazar, Camille Christ	HSC-NO	\$11,448.50
Bobby Yarborough	Graphia, Mickey Anthony	HSC-NO	\$9,484.85
Bobby Yarborough	Griffin, Madeleine Kavanay	LSU	\$20,978.00
Bobby Yarborough	Huff, Jeramy Wayne	HSC-S	\$11,848.65
Bobby Yarborough	Mayeux, Paige Mary	HSC-NO	\$10,892.85
Bobby Yarborough	Van Zandt, Morgan N. Mains	HSC-NO	\$9,484.85
Bobby Yarborough	Vaughan, Chelsea Elizabeth	HSC-S	\$9,484.85
Bobby Yarborough	Vice, Jeremy C.	LSU	\$2,794.00
Glenn Armentor	Bouvier, Megan Ann	LSU	\$9,484.85
Glenn Armentor	Eschete, Allen Paul	LSU	\$8,033.85
Glenn Armentor	Ganier, Samuel James	HSC-NO	\$9,484.85
Glenn Armentor	Grasso, Peyton Reed	LSU	\$8,018.85
Glenn Armentor	Kosters, Elizabeth Zoe	LSU	\$16,677.00
Glenn Armentor	Lahasky, Taylor R.	HSC-S	\$9,484.85
Glenn Armentor	Landry, Emily Louise	LSU	\$8,014.85
Glenn Armentor	Legendre, Emile Willard Ellender	HSC-S	\$9,484.85
Glenn Armentor	Rivera, Mady P.	LSU	\$4,009.30
Glenn Armentor	Terrebonne, Remy Rene	LSU	\$16,677.00
Glenn Armentor	Thompson, Jaylynn A.	LSU	\$4,023.30
James Moore	Aucoin, Jordan P.	LSU	\$8,037.85
James Moore	Billhorn, Sarah Jane	LSU	\$8,342.00
James Moore	Deterding, Smoker Hunt	LSU	\$16,677.00
James Moore	Fontenot, Amy Alise	HSC-S	\$12,927.10
James Moore	Gimber, Mary Kathryn	LSU	\$4,736.55
James Moore	Guice, Alexis Victoria	HSC-S	\$9,484.85
James Moore	Ly, Long Chi	HSC-NO	\$9,484.85

## Board of Supervisors Scholarship Awards 2016-2017

Board Member	Student	Campus	Total Value
James Moore	Ok, Kristina Lee	HSC-S	\$9,484.85
James Moore	Reardon, Anna E.	HSC-S	\$13,333.65
James Moore	Robinson, Leigh Ann	HSC-NO	\$9,484.85
James Moore	Shelton, Brian Christopher	HSC-NO	\$9,484.85
James Moore	Shelton, Lee Gregory	HSC-NO	\$9,484.85
James Moore	Stuckey, Alaina Brooke (Maiden: Williams)	LSU	\$6,816.30
James Moore	Tate, Samantha Kimberly	LSU	\$9,484.85
James Moore	Wadhwa, Sameer	HSC-S	\$9,484.85
James Williams	Blache, Brittany Ann	HSC-NO	\$5,611.50
James Williams	Bouyer, Merrill A.	LSU	\$8,027.85
James Williams	Deshommes, Gwyneth Veronique	LSU	\$16,677.00
James Williams	Edwards, Erika Lynn	HSC-NO	\$9,484.85
James Williams	Scott, Taylor Elizabeth	LSU	\$16,677.00
Jim McCrery	Bowlin, Parker Reid	LSU	\$16,676.00
Jim McCrery	Bursavich, Jacob Benjamin	LSU	\$8,035.85
Jim McCrery	Flanagan, Sarah Thorne	HSC-S	\$9,484.85
Jim McCrery	Hayden, Corterious Le'Pete	LSUS	\$6,195.96
Jim McCrery	Hershey, Benjamin M.	LSU	\$16,677.00
Jim McCrery	Koenck, Aaron Emil	LSU	\$9,484.85
Jim McCrery	Permenter, Cara Miccoli	HSC-S	\$9,484.85
Jim McCrery	Russ, John Allen	HSC-NO	\$9,484.85
Jim McCrery	Stinson, Duchein Qwante	HSC-S	\$8,992.31
Jim McCrery	Williams, Alexandra B	LSU	\$4,736.55
Jim McCrery	Williams, Matthew W	HSC-S	\$4,736.55
King Alexander	Barsley, Emily	HSC-S	\$9,484.85
King Alexander	Cole, Samuel Hollier	LSU	\$16,677.00
King Alexander	Doguet, Kelsey Renee	HSC-NO	\$9,484.85
King Alexander	Holder, Douglas Ray	LSU	\$16,677.00
King Alexander	Qayyum, Maira Iffat	HSC-S	\$9,484.85
Lee Mallett	Brooks, Hunter Vaughn	HSC-NO	\$9,484.85
Lee Mallett	DiCristo, Alyssa Ann	LSU	\$16,677.00
Lee Mallett	Dressler, Joseph Brantley	HSC-S	\$9,484.85
Lee Mallett	Edwards, Matthew David	LSU	\$4,009.30
Lee Mallett	Fernandez, Haylie Noelle	HSC-NO	\$11,468.50
Lee Mallett	Little, Stephanie M.	LSU	\$8,037.85
Lee Mallett	Meadows, Autumn Dene'	LSU	\$16,677.00
Lee Mallett	Robert, Kyle Joseph	LSU	\$8,037.85
Lee Mallett	Saunier, Britain Renee	LSU	\$8,034.25
Lee Mallett	Scott, Tyler Matthew	HSC-NO	\$9,484.85
Lee Mallett	Terzo, Taylor Doran	LSU	\$8,037.85
Lee Mallett	Thibodeaux, Laura Ansleigh	LSU	\$8,037.85
Lee Mallett	Vallee, Teresa Michaels	LSU	\$8,037.85
Lee Mallett	Wall, Jr., Jon C.	HSC-NO	\$9,484.85
Ray Lasseigne	Adams, Wesley Blake	HSC-NO	\$9,484.85
Ray Lasseigne	Cicardo, III, Eugene P.	HSC-S	\$9,484.85
Ray Lasseigne	Davidson, Laura Elizabeth	HSC-S	\$11,848.65
Ray Lasseigne	Gernand, Rachel E.	HSC-S	\$2,059.00
Ray Lasseigne	Hartley, Shana Leigh	LSU	\$16,677.00
Ray Lasseigne	Howell, Rachel Caitlyn	HSC-S	\$13,333.65
Ray Lasseigne	Mahler, Sarah Elizabeth	LSU	\$16,677.00
Rolfe McCollister	Barcelona, Ryan B.	HSC-S	\$9,484.85
Rolfe McCollister	Brasseaux, Trent Matthew	HSC-S	\$11,848.65
Rolfe McCollister	Brown, Britney A.	HSC-S	\$3,058.80

## Board of Supervisors Scholarship Awards 2016-2017

Board Member	Student	Campus	Total Value
Rolfe McCollister	Byrd, Colinda Janelle	LSU	\$8,011.85
Rolfe McCollister	Cooper, Samuel Spencer	LSU	\$4,016.30
Rolfe McCollister	Gallego, Olivia Lynn	HSC-NO	\$5,517.00
Rolfe McCollister	Hebert III, Jeffery J.	HSC-S	\$9,484.85
Rolfe McCollister	Hooper, BreAnna Jonae	LSU	\$16,676.10
Rolfe McCollister	Jones, Roman A.	LSU	\$8,037.85
Rolfe McCollister	Kennedy, Renee Cutno	LSU	\$1,141.00
Rolfe McCollister	Lacour, Brandon John	HSC-NO	\$11,728.65
Rolfe McCollister	Mallory, Allison Margaret	LSU	\$8,037.85
Rolfe McCollister	Mathur, Ankur	HSC-S	\$4,736.55
Rolfe McCollister	McDuff, Shannon Diane	HSC-NO	\$9,484.85
Rolfe McCollister	Reddeck, Avery Elizabeth	LSU	\$16,677.00
Rolfe McCollister	Roth, Randy Simon	HSC-NO	\$7,864.00
Ronald Anderson	Blum,Trevor Matthew	LSU	\$17,570.00
Ronald Anderson	Duke, Leighton Sydney	LSU	\$8,027.05
Ronald Anderson	Fontenot, Lane Anyson	HSC-S	\$9,484.85
Ronald Anderson	Haffner, Dustin James	LSU	\$8,030.25
Ronald Anderson	Mayes, Kesley Morgan	LSU	\$8,011.85
Ronald Anderson	Moody, Devan Blaine	HSC-S	\$9,484.85
Ronald Anderson	Simon, Aimee B.	LSU	\$9,484.85
Ronald Anderson	Smith, Kirsten Elizabeth	LSU	\$9,484.85
Ronald Anderson	Taylor, Victoria Ann	LSU	\$2,282.00
Ronald Anderson	Warner, Jacob Pate	LSU	\$8,727.85
Scott Angelle	Dornier, Jeremy C.	HSC-NO	\$9,484.85
Scott Angelle	Fuller, Laura Kate	LSU	\$9,426.85
Scott Angelle	Gueho, Rebekah Marie	HSC-S	\$12,612.65
Scott Angelle	Harvey, Natalie Naquin	HSC-NO	\$5,611.50
Scott Angelle	Hebert, Erin Claire	LSU	\$16,677.00
Scott Angelle	Jordan, Jimmy Paul	LSU	\$8,037.85
Scott Angelle	Latimer, Dustin R.	HSC-S	\$9,484.85
Scott Angelle	Nash, Bryan D	LSU	\$4,002.55
Scott Angelle	Parker, Katelyn Danielle	LSU	\$16,677.00
Scott Angelle	Parsiola, Anne Lee	HSC-S	\$9,484.85
Scott Angelle	Sauce, Mary Alissa	HSC-NO	\$9,484.85
Scott Angelle	Savoie, Chase Jefferson	LSU	\$8,037.85
Scott Angelle	Thompson, Brooke A	HSC-NO	\$4,667.50
Scott Ballard	Allmer, Ashley Marie	LSU	\$8,013.85
Scott Ballard	Dimiceli, Kelsey Kathryn	LSU	\$9,484.85
Scott Ballard	Ernst, Megan E.	LSU	\$16,677.00
Scott Ballard	Greene, Caleigh M.	LSU	\$16,677.00
Scott Ballard	Guarisco, Elizabeth Catherine	HSC-S	\$9,484.85
Scott Ballard	Guedry, Mitchell Andrew	HSC-NO	\$4,736.55
Scott Ballard	Hamel, Katie Marie	LSU	\$8,023.85
Scott Ballard	Lahasky, Sydney Renee	HSC-NO	\$9,484.85
Scott Ballard	Maxwell, Caroline Elizabeth	HSC-S	\$12,927.10
Scott Ballard	Maxwell, Samantha Lynne	HSC-S	\$3,058.80
Scott Ballard	Simon, Megan Nichole	HSC-NO	\$6,598.50
Scott Ballard	Sloan, Khaila Ariel	LSU	\$8,027.85
Scott Ballard	Wade, Kimberly Brooke	LSU	\$4,014.55
Scott Ballard	Ward, William Childress	LSU	\$4,009.30
Stanley Jacobs	Anding, Bradley Christopher	HSC-NO	\$9,484.85
Stanley Jacobs	Angelette, Olivia Annette	LSUS	\$3,097.98
Stanley Jacobs	Barze, Brandi Alexus	LSU	\$9,484.85
Stanley Jacobs	Boustany, Nicholas J.	LSU	\$8,025.85

## Board of Supervisors Scholarship Awards 2016-2017

Board Member	Student	Campus	Total Value
Stanley Jacobs	Crane, Allie McCabe	HSC-NO	\$4,667.50
Stanley Jacobs	Cutrer, Matthew Lynn	HSC-NO	\$9,484.85
Stanley Jacobs	Ducoing, Erica Marie	LSU	\$9,484.85
Stanley Jacobs	Funchess, Nicole Danielle	LSU	\$9,484.85
Stanley Jacobs	Goody, Jordyn Angelle	LSU	\$9,484.85
Stanley Jacobs	Graham, Connor Joseph	LSU	\$9,484.85
Stanley Jacobs	Hanson, Ryan M	HSC-S	\$4,736.55
Stanley Jacobs	Kahn, Dana Nicole	LSU	\$20,978.00
Stanley Jacobs	Williams, Alex Taylor	LSU	\$9,484.85
Stanley Jacobs	Williams, Musa A.	HSC-NO	\$9,484.85
Stanley Jacobs	Zeringue, Catherine Ann	LSU	\$9,241.85
Stephen Perry	Cole, Maxwell Joseph	LSU	\$8,029.75
Stephen Perry	Fontenot, Blaine Jacob	HSC-NO	\$9,484.85
Stephen Perry	Ford, Michael Eric	LSU	\$9,837.05
Stephen Perry	Gannon, Brent Michael	LSU	\$8,013.85
Stephen Perry	Keller, Ashleigh Victoria-Anne	LSU	\$8,727.85
Stephen Perry	Kelsey, Brennan Michael	LSU	\$8,025.25
Stephen Perry	Kruger, Blake Peter	LSU	\$8,037.85
Stephen Perry	Lambert, Jennifer Michelle	HSC-NO	\$13,189.85
Stephen Perry	Murphy, John J.	LSU	\$16,677.00
Stephen Perry	Quintana, Alexandra Marie	LSU	\$16,677.00
Stephen Perry	Sudduth, Lauryn Anneliese	LSU	\$9,484.85
Student Board Member	Faircloth, Zachary A	LSU	\$9,768.65
Valencia Sarpy Jones	Boyd, Rileigh M	LSU	\$8,334.00
Valencia Sarpy Jones	Zeno, Streisand Nicole	LSU	\$16,677.00
William Jenkins (PE)	Arthur, Kaylee Danielle	LSU	\$8,029.25
William Jenkins (PE)	Lambert, Amy Marie	LSU	\$16,677.00
Zachary Faircloth	Bankston, Morgan Moore	HSC-S	\$9,484.85
Zachary Faircloth	Bonin, Brittany Ann	LSU	\$16,676.00
Zachary Faircloth	Brantley, Sydney L. Schmachel	LSUA	\$4,894.00
Zachary Faircloth	Curet, IV, Adolph Bernard	HSC-NO	\$9,484.85
Zachary Faircloth	Ferrell, Karissa Mattea	LSUS	\$3,097.98
Zachary Faircloth	Flowers, Summer S	LSU	\$4,014.55
Zachary Faircloth	Fowler, Christopher Joseph	LSU	\$8,033.85
Zachary Faircloth	Jones, Shavanety Genae	LSUS	\$5,522.28
Zachary Faircloth	Murphy Jr., Shawn David.	HSC-NO	\$4,736.55
Zachary Faircloth	Niette, Kevin Matthew	HSC-S	\$4,748.30
Zachary Faircloth	Nourse, Bridget Marie	HSC-NO	\$4,667.50
Zachary Faircloth	Perez, Christian J.	LSUA	\$4,894.00
Zachary Faircloth	Perkins, Beverly Isabel	LSU	\$16,677.00
Zachary Faircloth	Thomas, Denisha Marie	LSU	\$5,634.30
Zachary Faircloth	Wilson, Tanner Jene	LSU	\$4,019.70

**LSU**  
**Deposit and Collateral Report**  
**For the Quarter Ended June 30, 2017**

Deposits Requiring Posting of Collateral:	Demand Deposit Sweep/MMA Repurchase	Certificates of Deposit	Total Deposits in Financial Institutions	Collateral (1)
<b>LSU A &amp; M, LSU at Alexandria, LSU at Eunice, LSU Shreveport and Health Sciences Ctr New Orleans</b>				
Chase - LSU, Health Plan Premium	\$ 58,978,456		\$ 58,978,456	\$ 104,514,191
Capital One - LSU-A	1,856,379		1,856,379	1,856,379
St. Landry Bank - LSU-E	376,392		376,392	997,563
Campus Federal Credit Union - LSU-S		\$ 100,225	100,225	250,000
Capital One (Hibernia National Bank) - LSU-S	20,438,236		20,438,236	20,168,084
Chase-HSCNO	20,046,041	18,600	20,064,641	26,915,946
<b>Total</b>	<b>\$ 101,695,504</b>	<b>\$ 118,825</b>	<b>\$ 101,814,329</b>	<b>\$ 154,702,163</b>
<b>LSU Health Shreveport</b>				
US Bank	\$ 6,474		\$ 6,474	\$ 250,000
Regions Bank-Shreveport	57,662,539		57,662,539	65,831,473
Regions Bank-Shreveport Endowment Fds	6,883,023		6,883,023	
<b>Total</b>	<b>\$ 64,552,036</b>	<b>\$ -</b>	<b>\$ 64,552,036</b>	<b>\$ 66,081,473</b>
<b>LSU HCSD</b>				
JP Morgan Chase (HCSD)	\$ 72,234,882		\$ 72,234,882	\$ 173,015,734
Capital One (MCLNO Trust Fund)	4,879,243		4,879,243	8,163,868
<b>Total</b>	<b>\$ 77,114,125</b>	<b>\$ -</b>	<b>\$ 77,114,125</b>	<b>\$ 181,179,602</b>
<i>The extra collateral is due to receipt of \$93,900,930 for Bldg &amp; Equip Leases on 6/29/2017; \$94,951,213 was transferred out to the State Treasury on 6/30/2017.</i>				
<b>Total Requiring Collateral</b>	<b>\$ 243,361,665</b>	<b>\$ 118,825</b>	<b>\$ 243,480,490</b>	<b>\$ 401,963,238</b>
<b>Deposits In Trust or Federal Obligations Not Requiring Collateral</b>				
Federated Money Markets	\$ 43,906,115		\$ 43,906,115	
Federated Funds-Treas. Oblig. (2)	6,404		6,404	
<b>Total</b>	<b>\$ 43,912,519</b>	<b>\$ -</b>	<b>\$ 43,912,519</b>	
<b>Total Deposits</b>	<b>\$ 287,274,184</b>	<b>\$ 118,825</b>	<b>\$ 287,393,009</b>	

- (1) Collateral amounts include FDIC coverage of \$250,000 on Demand Deposits, \$250,000 on CD's and \$250,000 by the National Credit Union Share Insurance Fund on deposits with Campus Federal Credit Union.
- (2) One Group & Federated Funds are no-load, open ended mutual funds investing in U.S. Treasury obligations.
- (3) LSUS is included with LSU A&M effective For the Quarter Ended March 31, 2017



**LSU**  
**Investment Summary**  
**For the Quarter Ended June 30, 2017**

Fund Description	As of 7/1/2016	As of 9/30/2016		As of 12/31/2016		As of 3/31/2017		As of 06/30/2017	
	Value	Cost	Market Value	Cost	Market Value	Cost	Market Value	Cost	Market Value
<b>LSU Health Shreveport</b>									
<b>Current Funds</b>									
Cash/Sweeps S.	\$52,626,700	\$59,745,276	\$59,745,276	\$51,644,845	\$51,644,845	\$60,966,063	\$60,966,063	\$57,669,013	\$57,669,013
Cash/Sweeps C.	\$1,290,500	\$1,417,307	\$1,417,307	\$542,995	\$542,995	\$569,271	\$569,271	\$0	\$0
Cash/Sweeps H.	\$499,056	\$460,977	\$460,977	\$377,510	\$377,510	\$341,643	\$341,643	\$0	\$0
<b>Cash/Sweeps</b>	<b>\$54,416,256</b>	<b>\$61,623,560</b>	<b>\$61,623,560</b>	<b>\$52,565,350</b>	<b>\$52,565,350</b>	<b>\$61,876,977</b>	<b>\$61,876,977</b>	<b>\$57,669,013</b>	<b>\$57,669,013</b>
Money Market Accounts/Repos (A)	\$1,506,001	\$3	\$3	\$4	\$4	\$5	\$5	\$118	\$118
Treasury Notes (B)				\$1,998,707	\$1,999,731	\$2,796,858	\$2,796,254	\$1,000,000	\$998,960
Agency Securities (B)	\$5,261,731	\$5,257,803	\$5,253,422	\$4,755,708	\$4,713,257	\$4,757,325	\$4,717,089	\$6,106,776	\$6,073,394
Mortgaged Backed Securities (B)	\$2,796,316	\$2,727,752	\$2,676,989	\$1,837,107	\$1,787,950	\$1,826,643	\$1,773,341	\$450,519	\$441,044
Municipal Bonds (E)	\$2,704,809	\$3,640,310	\$3,650,617	\$14,155,766	\$14,055,173	\$16,221,210	\$16,124,375	\$16,070,706	\$15,944,949
Corporate Bonds (D)	\$2,316,511	\$2,296,938	\$2,296,880	\$5,804,763	\$5,795,445	\$5,769,289	\$5,763,573	\$1,264,386	\$1,257,980
<b>Total</b>	<b>\$69,001,624</b>	<b>\$75,546,366</b>	<b>\$75,501,471</b>	<b>\$81,117,405</b>	<b>\$80,916,910</b>	<b>\$93,248,307</b>	<b>\$93,051,614</b>	<b>\$82,561,518</b>	<b>\$82,385,458</b>
<b>Endowment Funds</b>									
Cash/Sweeps	\$6,930,453	\$6,931,481	\$6,931,481	\$6,932,764	\$6,932,764	\$6,931,649	\$6,931,649	\$6,883,023	\$6,883,023
Equity Securities (C)	\$7,650	\$7,650	\$13,869	\$7,650	\$13,599	\$7,650	\$14,500	\$7,650	\$15,006
Mutual Funds	\$49,429,471	\$49,873,028	\$53,508,849	\$50,616,414	\$53,065,832	\$49,031,286	\$52,792,444	\$50,036,721	\$53,956,268
<b>Total</b>	<b>\$56,367,574</b>	<b>\$56,812,159</b>	<b>\$60,454,199</b>	<b>\$57,556,828</b>	<b>\$60,012,195</b>	<b>\$55,970,585</b>	<b>\$59,738,593</b>	<b>\$56,927,394</b>	<b>\$60,854,297</b>
<b>Grand Total</b>	<b>\$125,369,198</b>	<b>\$132,358,525</b>	<b>\$135,955,670</b>	<b>\$138,674,233</b>	<b>\$140,929,105</b>	<b>\$149,218,892</b>	<b>\$152,790,207</b>	<b>\$139,488,912</b>	<b>\$143,239,755</b>
<b>LSU HCSD</b>									
<b>Current Funds</b>									
Cash/Sweeps	\$43,641,215	\$43,602,414	\$43,602,414	\$78,215,039	\$78,215,039	\$72,237,859	\$72,237,859	\$72,234,882	\$72,234,882
<b>Total</b>	<b>\$43,641,215</b>	<b>\$43,602,414</b>	<b>\$43,602,414</b>	<b>\$78,215,039</b>	<b>\$78,215,039</b>	<b>\$72,237,859</b>	<b>\$72,237,859</b>	<b>\$72,234,882</b>	<b>\$72,234,882</b>
<b>Other Funds</b>									
Cash/Sweeps	\$3,943,346	\$4,083,997	\$4,083,997	\$4,592,416	\$4,592,416	\$4,721,104	\$4,721,104	\$4,879,243	\$4,879,243
Money Market Accounts/Repos (A)	\$37,512,662	\$40,071,008	\$40,071,008	\$8,478,647	\$8,478,647	\$8,490,188	\$8,490,188	\$8,504,473	\$8,504,473
Equity Securities (C)	\$464,950		\$432,909		\$447,690		\$406,770		\$400,421
US Gov Related Securities	\$16,295	\$13,812	\$13,812	\$11,455	\$11,455	\$7,819	\$7,819	\$6,404	\$6,404
<b>Total</b>	<b>\$41,937,253</b>	<b>\$44,168,817</b>	<b>\$44,601,726</b>	<b>\$13,082,518</b>	<b>\$13,530,208</b>	<b>\$13,219,111</b>	<b>\$13,625,881</b>	<b>\$13,390,120</b>	<b>\$13,790,541</b>
<b>Grand Total</b>	<b>\$85,578,468</b>	<b>\$87,771,231</b>	<b>\$88,204,140</b>	<b>\$91,297,557</b>	<b>\$91,745,247</b>	<b>\$85,456,970</b>	<b>\$85,863,740</b>	<b>\$85,625,002</b>	<b>\$86,025,423</b>
<b>LSU - Shreveport</b>									
<b>Current Funds *</b>									
Cash/Sweeps	(\$17,866)	\$6,900,303	\$6,900,303	\$3,170,256	\$3,170,256	\$0	\$0	\$0	\$0
Money Market Accounts/Repos (A)	\$501,707	\$24	\$24	\$100,213	\$100,213	\$0	\$0	\$0	\$0
Certificates of Deposit	\$100,213	\$100,213	\$100,213						
<b>Total</b>	<b>\$584,054</b>	<b>\$7,000,540</b>	<b>\$7,000,540</b>	<b>\$3,270,469</b>	<b>\$3,270,469</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Endowment Funds **</b>									
Cash/Sweeps	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Other Funds</b>									
Cash/Sweeps	\$285,231	\$285,231	\$285,231	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$285,231</b>	<b>\$285,231</b>	<b>\$285,231</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Grand Total</b>	<b>\$869,285</b>	<b>\$7,285,771</b>	<b>\$7,285,771</b>	<b>\$3,270,469</b>	<b>\$3,270,469</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>System Total</b>	<b>\$847,837,044</b>	<b>\$905,954,303</b>	<b>\$923,712,027</b>	<b>\$843,794,161</b>	<b>\$845,701,190</b>	<b>\$846,496,014</b>	<b>\$845,057,645</b>	<b>\$814,955,367</b>	<b>\$815,087,569</b>

\* LSUS has deposited \$5,076,767 with LSU A&M Campus for investment purposes. Also, negative balance in the cash/Sweeps section of the current funds does not represent an actual negative bank balance, rather it represents a timing difference of the allocation of the current funds. Effective for the quarter ended March 31, 2017, LSU - Shreveport is reported as part of LSU Paid Campuses and is no longer reported separately going forward.

\*\* Small endowment funds at LSUS were moved to the LSUS Foundation to accommodate Workday.

**BENCHMARK NOTES (Example Only)**

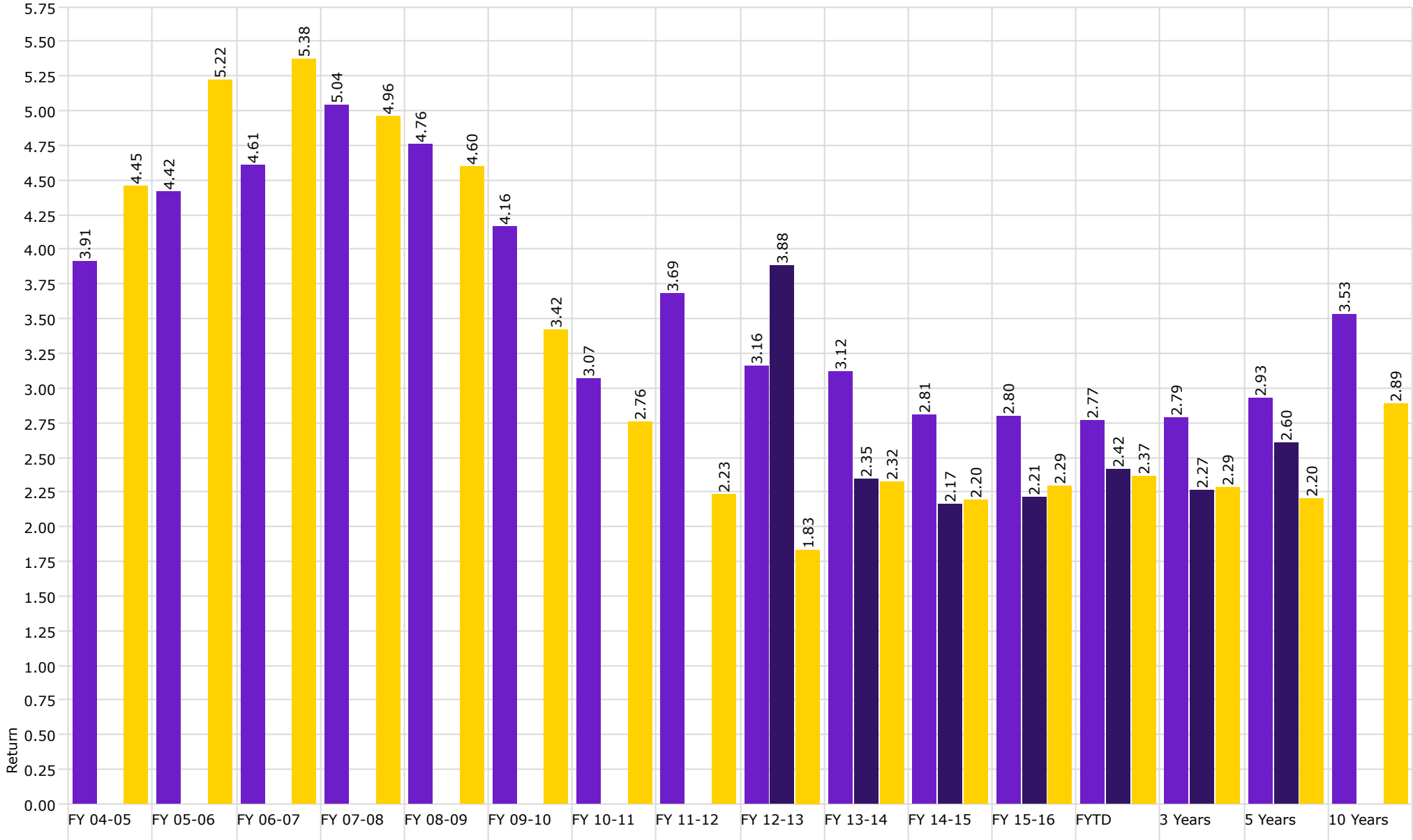
- (A) Benchmarked against 90 day T-Bill
- (B) Benchmarked against Barclay's US Agg Bond TR USD
- (C) US equities benchmarked against Russell 3000 and international against MSCI emerging markets
- (D) Benchmarked against XYZ
- (E) Benchmarked against XYZ

Disclaimer: Pursuant to PM-9, corporate bonds/notes only available for investment beginning 7-1-2011. Louisiana law provides for restrictions on maturity and allocation and may effect benchmark comparisons.



# Investment Management Program Non Endowed Accounts **Realized Yield**

As of 6/30/2017



■ Non Endowed

■ Health Plan

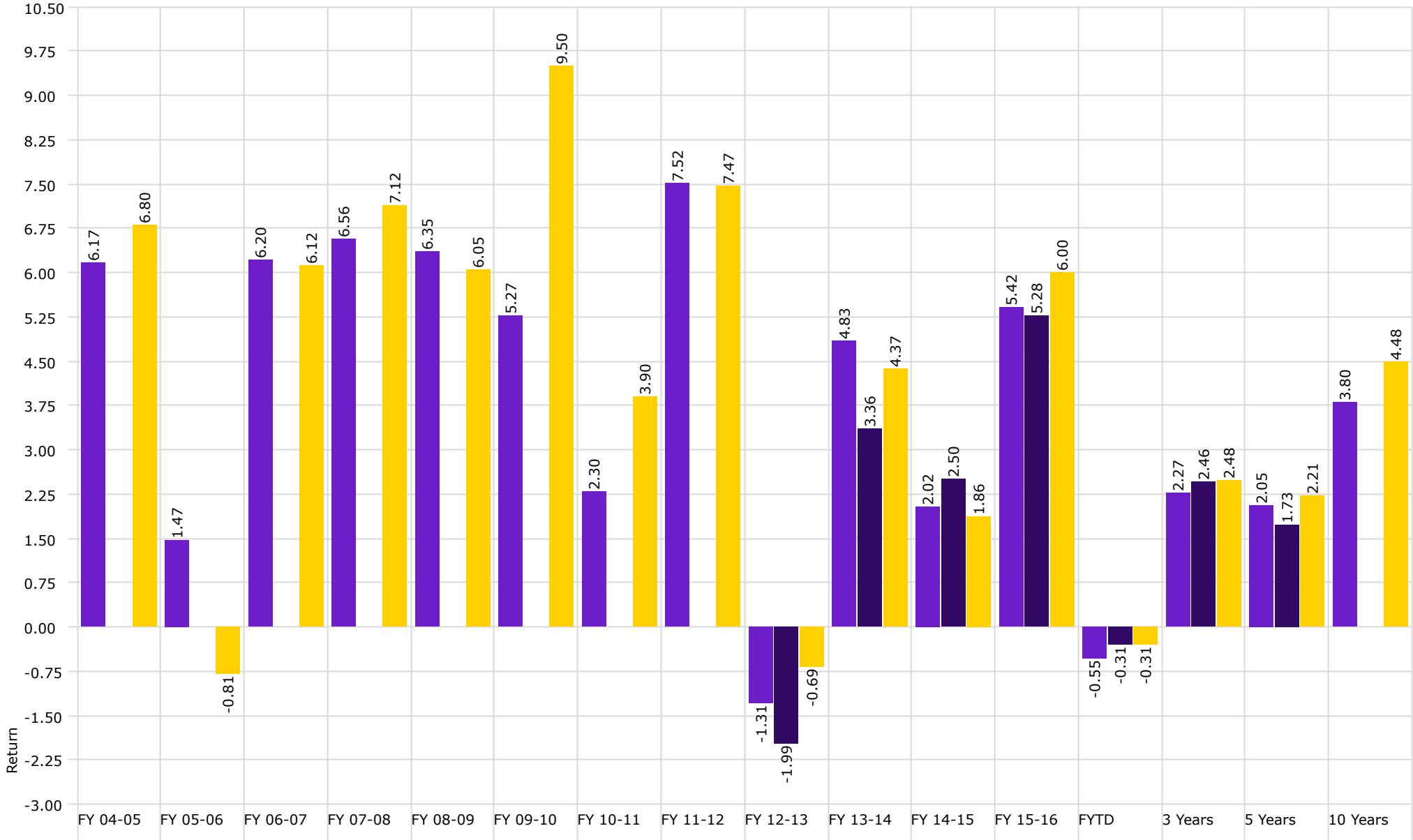
■ Barclays Aggregate Bond Index





# Investment Management Program Non Endowed Accounts **Total Return**

As of 6/30/2017



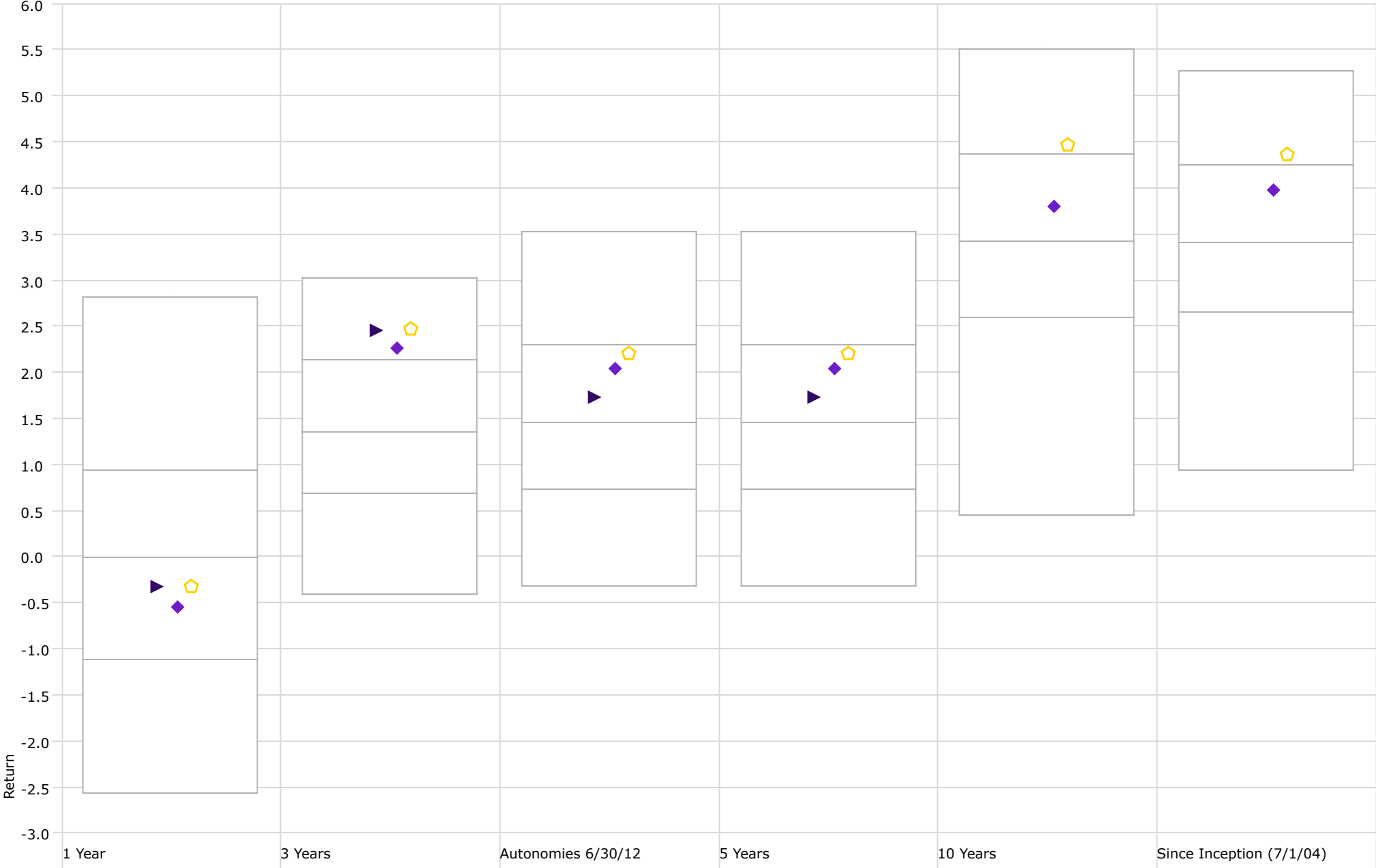
■ Non Endowed

■ Health Plan

■ Barclays Aggregate Bond Index

**Performance Relative to Peer Group (Total Return)**

Peer Group (5-95%): All Managed Investments - U.S. - Intermediate-Term Bond



◆ Non-Ended

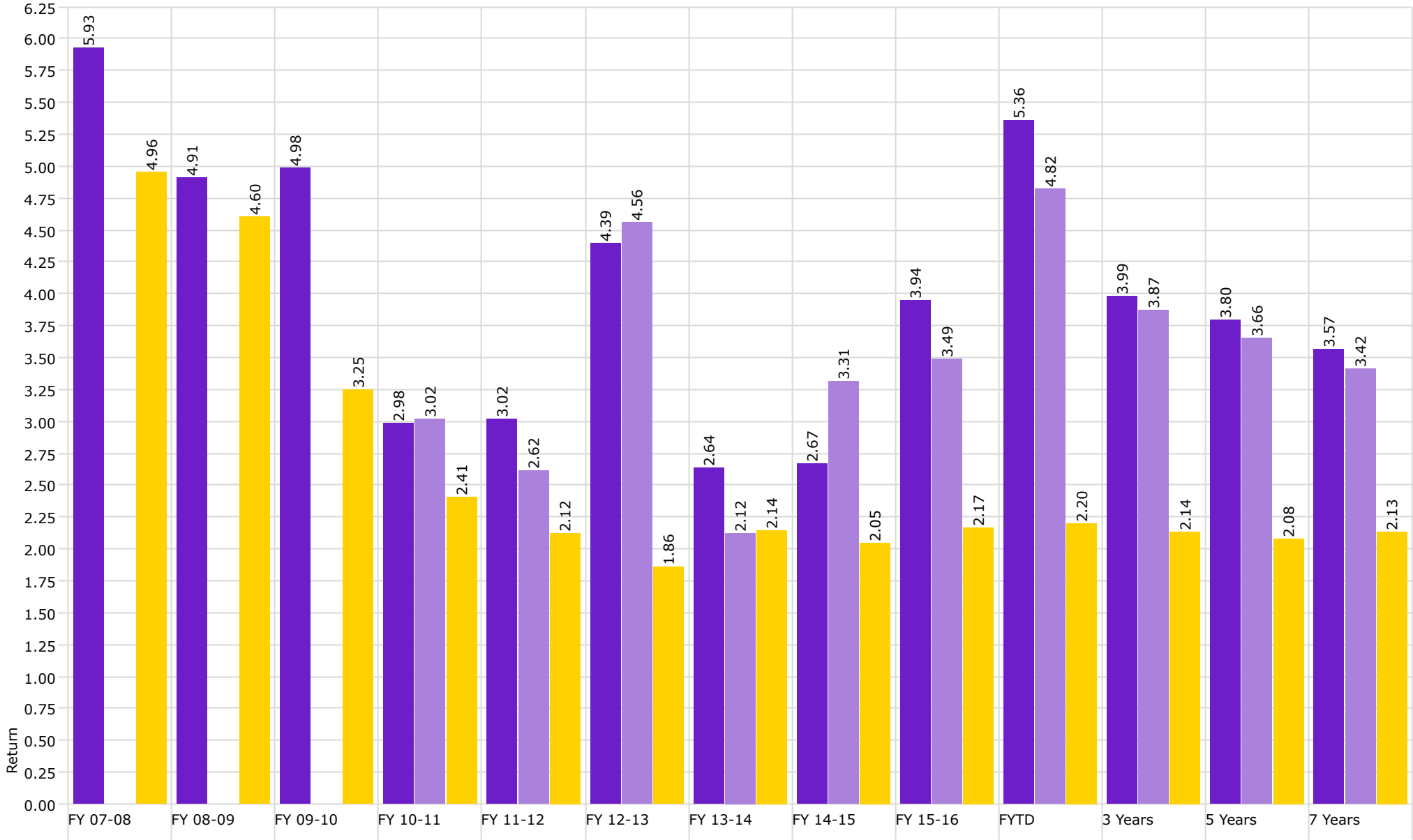
▶ Health Plan

⬠ Barclays Aggregate Bond Index



# Investment Management Program Endowed Accounts **Realized Yield**

As of 6/30/2017



Endowment

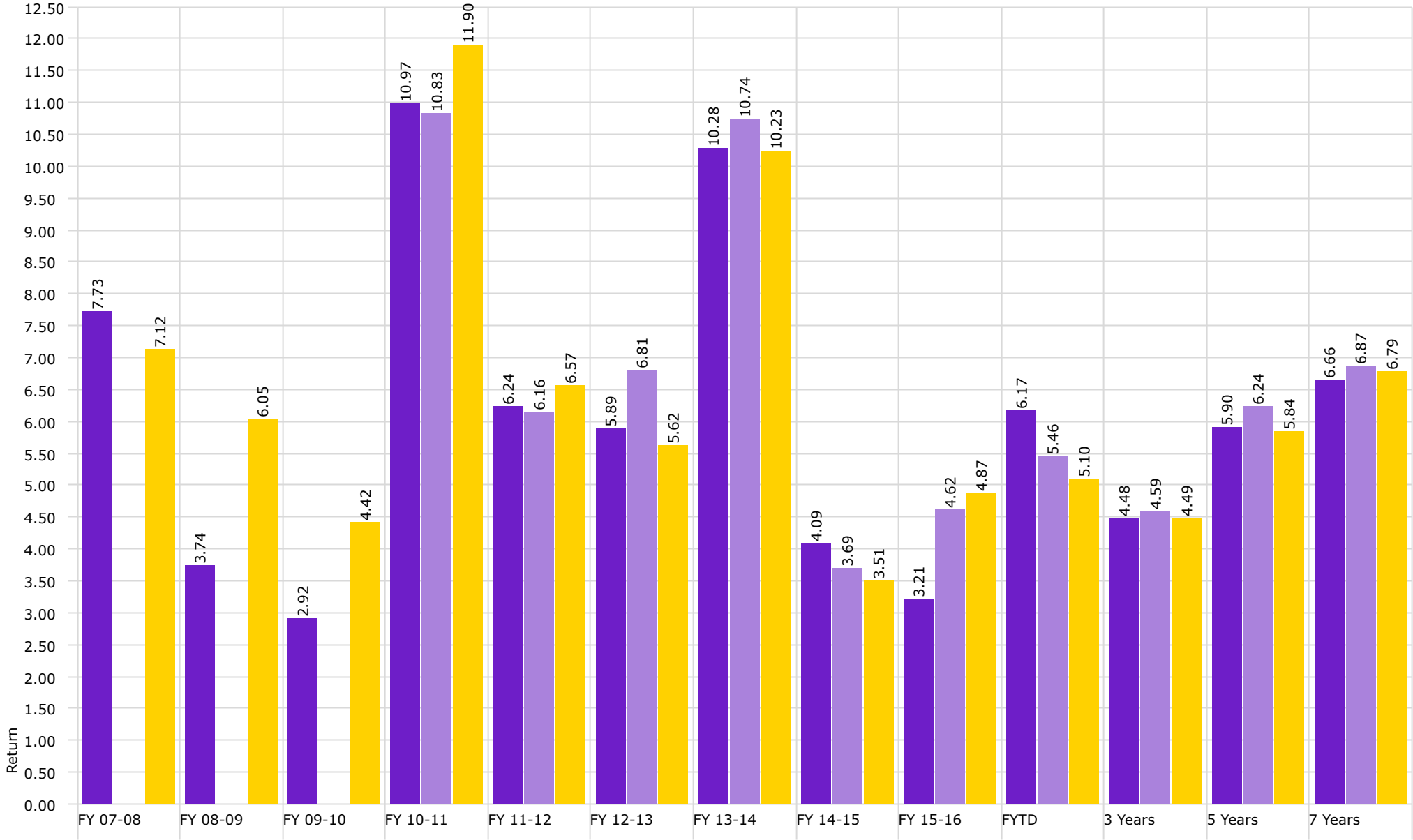
Osher

Endowed Benchmark



# Investment Management Program Endowed Accounts **Total Return**

As of 6/30/2017



Endowment

Osher

Endowed Benchmark

FY 2016-17 4th Quarter Consolidated Report on  
Personnel Actions Not Requiring Board Approval  
in accordance with the  
Regulations of the Board of Supervisors

September 8, 2017

**Personnel Actions Information Report**  
**Reporting Period: April 1, 2017 - June 31, 2017**

<b>LSU</b>						
<b>Name</b>	<b>Effective Date</b>	<b>Title</b>	<b>Honorific Allowance</b>	<b>Named Professorship</b>		<b>Transaction</b>
Clift, Peter	2/15/2017	Professor	\$17,684.40	Charles T. McCord Endowed Chair in Geology		Honorific
Cronin, James	4/1/2017	Professor	\$10,444.81	George C. Kent Endowed Professorship in Life Sciences		Honorific
Ding, Guoli	1/1/2017	Professor	\$6,200	Herbert Butts Memorial LSU Alumni Association Departmental Professorship in Mathematics		Honorific
Deng, Zhiqiang	3/1/2017	Professor	N/A	Humphreys T. Turner Professorship		Honorific
Murray, Kermit	2/1/2017	Professor	N/A	Roy Paul Daniels Memorial Professorship in Chemistry		Honorific
Searles, Kathleen	3/1/2017	Assistant Professor	\$7,992	Patrick J. Sorrells Professorship		Honorific
Taylor, Carol	2/1/2017	Department Head/Chair	\$14,183.52	Dr. William L. and Patricia H. Senn, Jr. Distinguished Professorship		Honorific
Theegala, Chandra	3/1/2017	Professor	N/A	Scott and Ruth Bergeron Professorship in Biological Engineering		Honorific
Watson, Edward	2/1/2017	Department Head/Chair	N/A	Alvin C. Copeland Professorship of Business #1		Honorific
Watson, Edward	2/1/2017	Department Head/Chair	N/A	Alvin C. Copeland Professorship of Business #2		Honorific
Wornat, M.J.	2/1/2017	Dean	\$30,000	Bert S. Turner Chair in Engineering		Honorific

<b>Name</b>	<b>Effective Date</b>	<b>Title</b>	<b>Prev Salary</b>	<b>New Salary</b>	<b>% Change</b>	<b>Transaction</b>
Martin, Benjamin	5/16/2017	Professor	N/A	N/A	N/A	Emeritus Status Awarded
Merchant, Sandra	1/6/2017	Professor	N/A	N/A	N/A	Emeritus Status Awarded
Scott, John	1/31/2017	Professor	N/A	N/A	N/A	Emeritus Status Awarded
Sumrall, Elizabeth	6/12/2017	Director of Non-Academic or Service Area	N/A	\$135,000.00	N/A	New Hire
Glenn, Thomas	5/1/2017	Director of Non-Academic or Service Area	N/A	\$140,000.00	N/A	New Hire
Kearney, Tyler	4/10/2017	Associate Vice President	N/A	\$170,000.00	N/A	New Hire
Armstrong, William	5/9/2017	Assistant Coach Men's Basketball	N/A	\$225,000.00	N/A	New Hire
Monaco, Angelo-Gene	7/1/2016	Associate Vice President	\$207,813	\$240,000.00	15.50%	Equity Adjustment
Chakrabarty, Prosanta	8/15/2016	Associate Professor	N/A	N/A	N/A	Academic Leave Without Pay

<b>LSU - Shreveport</b>						
<b>Name</b>	<b>Effective Date</b>	<b>Title</b>	<b>Prev Salary</b>	<b>New Salary</b>	<b>% Change</b>	<b>Transaction</b>
Lessiter, Julie	6/1/2017	Vice Provost	\$105,000	\$135,000	28.57%	Promotion

<b>Pennington Biomedical Research Center</b>						
<b>Name</b>	<b>Effective Date</b>	<b>Title</b>	<b>Prev Salary</b>	<b>New Salary</b>	<b>% Change</b>	<b>Transaction</b>
Lavergne, Guy Joel	6/1/2017	Associate Director PBRC	\$155,056.00	\$178,314.00	15%	Equity Adjustment

<b>LSU Agriculture Center</b>						
<b>Name</b>	<b>Effective Date</b>	<b>Title</b>	<b>Prev Salary</b>	<b>New Salary</b>	<b>% Change</b>	<b>Transaction</b>
Baumgartner, William	6/1/2017	Director of Non-Academic Service Area	\$135,507.00	\$155,833.00	15%	Equity Adjustment -> Retention

**LSUHSC - New Orleans**

Name	Effective Date	Title	Prev Salary	New Salary	% Change	Transaction
Ali,Juzar	3/1/2017	Professor Clinical Specialist		\$145,600	\$145,600	0% Full Year Sabbatical
Harman,John A	5/1/2017	Vice Chancellor of Administration and Finance	N/A		\$299,000	100% HIR Appointment Unclassified
Lacassie,Yves	5/6/2017	Clinical Professor	N/A	N/A	N/A	Emeritus Status Awarded
Hebert, Catherin	5/1/2017	Co-Director of Clinical Sciences Curriculum	N/A	N/A	N/A	Joint Appointment
Hollenbach, Andrew	5/1/2017	Co-Director of Basic Science Curriculum	N/A	N/A	N/A	Joint Appointment
Sturtevant, Joy	5/1/2017	Co-Director of Basic Science Curriculum	N/A	N/A	N/A	Joint Appointment

Name	Effective Date	Title	Honorific Allowance	Named Professorship	Transaction
Coleman,Charles C.	6/30/2017	Assistant Professor	N/A	Margie Villere Professorship for Childhood Development in Psychiatry	Honorific
Dunham,Rochelle	6/30/2017	Clinical Assistant Professor	N/A	Howard & Joy Osofsky Professorship of Addiction Psychiatry	Honorific
Jain,Neeraj	4/1/2017	Associate Professor	N/A	Rajendra Dhurandhar, MD Professorship of Cardiology	Honorific
Krause,Peter C	4/1/2017	Associate Professor	N/A	Elaine A. Dore' Endowed Chair in Orthopaedics	Honorific
Speier Jr.,Anthony Herman	6/30/2017	Clinical Associate Professor	N/A	Fraternal Order of Eagles Ronald Reagan Professorship	Honorific
Walsh,Michael E	6/30/2017	Associate Professor	N/A	Carl Adatto Professorship in Psychoanalytic Psychiatry	Honorific
Williams,Andrew	6/30/2017	Associate Professor	N/A	Max Sugar Professor on Infant, Child, and Adolescent Psychiatry	Honorific

**LSUHSC - Shreveport**

Name	Effective Date	Title	Prev Salary	New Salary	% Change	Transaction
Maloy, John	6/1/2017	Assistant Vice Chancellor	N/A		\$160,000	100% HIR Appointment Unclassified
Nelson, Annella	6/1/2017	Assistant Vice Chancellor		\$93,475.20	\$130,000	39% Promotion-Unclassified/Admin Duties

## 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, which includes exemptions used for non-resident fees as allowed by Item #5 of this section.
4. Students who are eligible for a Taylor Opportunity Program for Students (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, of which two (2) may be used as exemptions for the non-resident fee assessed to qualified undergraduate students. ~~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 five (5) tuition exemption scholarships each academic year. It shall be the responsibility of the respective institution's admissions and financial aid staffs ~~appropriate staff in the Offices of Student Aid and Scholarship, with the assistance of the campus admissions offices,~~ to determine if a students nominated to receive the scholarships meets the minimum qualifications set forth in this document.policy.

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 ~~viate~~ the ~~appropriate Student Financial Aid Office at the institution at which attendance~~online application process provided on the LSU Board of Supervisors; website (www.lsu.edu/bos).~~is intended~~ Once the application is submitted online the Board office will forward the application to the financial aid office ~~-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 1~~5~~ for fall semester
  - November 4~~5~~ for spring semester
  - April 1~~5~~ 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:
  - ~~6.~~
    - August 1~~5~~ for fall semester
    - January 4~~5~~ for spring semester (if they did not apply starting with fall)
    - May 1~~5~~ 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, unless the exemption is applied to non-resident fees as specified by the awarding Board member. 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, Master of Occupational Therapy, Master of Business Administration and Veterinary Medicine; the value of the Board Scholarship shall be equal to the graduate student tuition rate at ~~tuition only as fixed by the Board for the graduate program at~~ Louisiana State University A&M College, as fixed by the Board for fifteen credit hours per semester 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 submitted online, 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~~ Applications are sent for -reviewed to ensure campus financial aid information has been completed prior to a scholarship being awarded.
- 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**

**Friday, 9/8/2017**

**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. HEALTHCARE AND MEDICAL EDUCATION COMMITTEE**

**Mr. Robert "Bobby" Yarborough**

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

#### **B. ACADEMIC AND STUDENT AFFAIRS, ACHIEVEMENT AND DISTINCTION COMMITTEE**

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

1. Presentation on Strategic Plan
2. Request from LSU A&M to Establish the LSU Ethics Institute with Conditional One-Year Approval  
*ACADEMIC AFFAIRS LSU Ethics Institute Resolution - Page 5*
3. Request from LSU Health Sciences Center - Shreveport to Establish the Center for Brain Health with Conditional One-Year Approval  
*ACADEMIC AFFAIRS LSUHSC-S Center for Brain Health - Page 8*
4. Request from LSU Health Sciences Center - New Orleans to Designate Space as the LSU Health Medical Device Innovation Incubator  
*ACADEMIC AFFAIRS LSUHSC-NO Medical Device Innovation Incubator - Page 11*
5. CONSENT
  - i. Request from LSU A&M to Award a Posthumous Degree  
*ACADEMIC AFFAIRS CONSENT Posthumous Degree Resolution - Page 13*
  - ii. Request from LSU A&M to Change the Name of the Cale P. Smith Student Financial Center to the Cale P. & Katherine Smith Student Financial Management Center  
*ACADEMIC AFFAIRS CONSENT Change the Name of the Student Financial Center at LSU A&M - Page 14*

- iii. Request from LSU A&M to Name the Daniels Family Library at the LSU Lab School  
*ACADEMIC AFFAIRS CONSENT LSU Lab School Daniels Family Library - Page 16*
- iv. Request from LSU A&M to Name 4 Spaces in Patrick F. Taylor Hall  
*ACADEMIC AFFAIRS CONSENT Patrick F. Taylor Seminar Suite Namings - Page 18*
  - Greg Elliot Dean's Seminar Suite
  - Greg Elliot Terrace
  - Jesse and Greg Elliot Gathering Space
  - Kenneth Evans and Missy Evans Elliott Dean's Seminar Room
- v. Request from LSU A&M to Name 4 Athletics Facilities  
*ACADEMIC AFFAIRS CONSENT LSU A&M Athletics Facilities Namings - Page 20*
  - Jane and Carl Seiner Training Room at PMAC Practice Facility
  - Mathieu Players' Lounge at Football Operations
  - Peterson-Roberts Weight Room at Football Operations
  - The Douple Family Team Room at Track and Field
- vi. Request from LSU AgCenter to Name the Steve Linscombe Auditorium at the H. Rouse Caffey Rice Research Station  
*ACADEMIC AFFAIRS CONSENT LSU AgCenter Name an Auditorium at the Caffey Rice Research Station - Page 22*

### **C. FINANCE, INFRASTRUCTURE, AND CORE DEVELOPMENT COMMITTEE**

#### **Mr. Ronald R. Anderson, Chair**

- 1. Recommendation to Approve the FY 2017-2018 Operating Budget  
*FINANCE Resolution\_Recommendation to Approve the FY 2017-18 Operating Budget v.5 - Page 24*  
*ATTACHMENT I - Consolidated Form BOR-1, BOR-2, and BOR-3 - Page 26*  
*ATTACHMENT II - Summary of FY 2017-18 Campus Priorities - Page 29*
- 2. LSU First Health Plan Update

### **D. PROPERTY AND FACILITIES COMMITTEE**

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

- 1. Request for Approval of the FY 2018-19 Five-Year Capital Outlay Budget Request and First Year Prioritized Categories for Louisiana State University  
*PROPERTY Resolution Cap Outlay - Page 33*  
*ATTACHMENT I LSU 5-Year Plan FY 2018-19 final rev - Page 35*  
*ATTACHMENT II Priority List 2018-2019 final rev 1 - Page 41*
- 2. Request from LSU A&M to Authorize the President to Execute a Lease for Tiger Stadium South Plaza Bowl Victory Recognition with Tiger Athletic Foundation  
*PROPERTY Resolution Lease Agreement for Construction - Page 44*  
*ATTACHMENT I South Stadium Bowl Victory - Page 46*  
*ATTACHMENT II Lease for Construction South Stadium Victory - Page 47*
- 3. Request to Authorize an Intent to Lease Agreement with the LSU Real Estate and Facilities Foundation for the Charity Hospital Redevelopment Project  
*PROPERTY Resolution Charity Hospital - Page 80*  
*ATTACHMENT I Charity\_Hospital\_Transmittal - Page 85*



4. CONSENT

- i. Request from LSU AgCenter to Accept, in Part, the Bequest by Mr. James Pruitt in his Last Will and Testament Concerning Property in Webster Parish, Louisiana  
*PROPERTY Resolution Donation Pruitt Property FINAL - Page 91*  
*ATTACHMENT I - Page 95*  
*ATTACHMENT II - Page 97*
- ii. Request from LSU AgCenter to Approve a Swap of Property to Simplify and Correct Orphaned Boundary Conditions Northeast Research Station, Tensas Parish St. Joseph, Louisiana  
*PROPERTY Resolution Property Swap\_Boundary FINAL - Page 119*  
*ATTACHMENT I - Page 121*  
*ATTACHMENT II - Page 122*
- iii. Request from LSU AgCenter to Approve a Sale of Property at the Northeast Research Station, Tensas Parish St. Joseph, Louisiana  
*PROPERTY Resolution Property Sale\_Tensas Parish FINAL - Page 123*  
*ATTACHMENT I - Page 125*  
*ATTACHMENT II - Page 126*  
*ATTACHMENT III - Page 129*  
*ATTACHMENT IV - Page 131*  
*ATTACHMENT V - Page 160*  
*ATTACHMENT VI - Page 161*

**E. ATHLETIC COMMITTEE**

**Mr. R. Blake Chatelain, Chair**

1. Request from LSU A&M to Approve Employment Contracts with Head Coaches Frank “Will” Wade, Elizabeth Torina, Karen Bahnsen, Sara “DD” Breaux, Co-Head Coach Andres “Andy” Brandi, and Co-Head Coach Christopher Brandi  
*ATHLETIC Resolution HC Contracts - Page 168*  
*ATTACHEMNT I Frank Wade Updated - Page 170*  
*ATTACHMENT II Elizabeth Torina - Page 208*  
*ATTACHMENT III Karen Bahnsen - Page 235*  
*ATTACHMENT IV Sara Breaux - Page 261*  
*ATTACHMENT V Andrew Andy Brandi - Page 266*  
*ATTACHMENT VI Christopher Brandi - Page 294*
2. Request from LSU Shreveport to Approve the Employment Contracts with Head Coaches Matthew Cross, Ashley Holland, Phillip Bohn and Kyle Blankenship  
*ATHLETIC LSUS HC Contracts - Page 322*  
*ATTACHMENT I HC Cross - Page 324*  
*ATTACHMENT II HC Holland - Page 326*  
*ATTACHMENT III HC Bohn - Page 328*  
*ATTACHMENT IV HC Blankenship - Page 330*
3. Request from LSU A&M to Approve a Contract Amendment for the Multi Media Rights Agreement between LSU and Outfront Media Sports Inc.

**F. AUDIT COMMITTEE**

**Mr. Lee Mallett, Chair**

**The Audit Committee will meet at 8:00am in the LSU University Administration Building in Conference Room 112, Baton Rouge.**



## Request from LSU A&M to Establish the LSU Ethics Institute with Conditional One-Year Approval

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

**Date: September 8, 2017**

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

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

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

LSU A&M is requesting approval to establish the LSU Ethics Institute with conditional one-year approval. After one year, the center will submit a proposal for full approval with information on progress toward fully establishing the center and securing external funding.

Research suggests that on average organizations lose \$9 a day per employee to fraud and abuse totaling six percent of total annual revenue or \$400 billion annually. The potential for dramatic financial loss for companies is apparent in recent cases including unethical accounting practices at Enron, the creation of unauthorized accounts by employees at Wells Fargo, and the use of devices to cheat emissions standards at Volkswagen. Scandals at several universities in a variety of areas from Greek life to athletics along with the needs of businesses has driven LSU to propose the establishment of the Ethics Institute to address these issues directly. Moreover, academic accrediting bodies and grant funding entities commonly require ethics training and standards. The institute will support the development of strong ethical behavior essential for democratic societies and general civic engagement by working toward the following objectives:

- Inspire students and the public to practice and promote ethical leadership throughout their daily lives.
- Transform the study of ethics by supporting faculty and student research.
- Assemble a high-performance team composed of currently successful researchers, business development professionals, and grant performers.
- Imbue ethics in curricular and co-curricular initiatives.
- Support faculty in the ethical training required by major funding agencies.
- Partner with industry and the Baton Rouge community to initiate dialogue on principled decision-making among employees and citizens.

The LSU EI will partner with local and regional businesses as well as governmental organizations to support workforce training, internships, community service learning opportunities, and co-curricular activities such as case study-based student competitions in the

area of ethical dilemmas. Initial efforts will focus on the energy and finance industries as well as the public/non-profit sector. The proposed institute will also collaborate with organizations on campus including student government, Greek life and other student groups to provide co-curricular support of ethical decision-making. Last, the LSU EI will partner with LSU Athletics and will work toward a collaboration with the Southeastern Conference to strengthen ethical training for student athletes and staff.

The institute's initial curricular role will be to work toward establishing service-learning hybrid courses, pilot an ethics-based competition in an existing ethics course, and establish the LSU Inspire Award. Future plans include building on the service-learning courses and competitions in ethics courses as well as establishing an ethics designation for students who demonstrate excellence in this area. The institute will support faculty through curricular development as well as through support of research grant proposals, particularly with the ethics portion required by many entities providing research funding. Initial activities will also include the establishment of a speaker series in collaboration with Tiger Athletic Foundation and LSU Athletics.

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

The proposed institute will be overseen by HSS Dean Stacia Haynie, and will be primarily managed by staff under the direction of Dr. Charles Pence, Assistant Professor of philosophy and Dr. Cecil Eubanks, Professor of political science. An internal advisory board will be assembled with representation from the College of Agriculture, the College of the Coast & Environment, the College of Engineering, the College of Human Science and Education, the College of Science, the E. J. Ourso College of Business, the Manship School of Mass Communication, the Paul M. Hebert Law Center, a corporate partner representative, military science representative, and representative from LSU Athletics. For the initial year, the institute will use space managed by HSS while future plans are developed to house the institute in renovated offices in Atkinson Hall. Initially, HSS staff will support the institute in securing research funding and driving philanthropic support. During the initial year of approval, the institute will work to secure funding through grants, contracts, corporate and foundation funding, and private philanthropic dollars with an estimate of securing \$95K during the first year, and a full funding goal of \$450K annually sustained through a \$10 million endowment established over the next 8-10 years. Initial costs will be minimal with \$5K stipend to each of the two directors and two graduate assistant stipends of \$15.5K. Details on expenditures for institute activities as well as an updated on external funding will be provided in the full proposal in one year.

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

A full Board of Regents Form A: Request for Conditional Approval of a New Research Unit and budget form are on file with the LSU Office of Academic Affairs.

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

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

## **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request from LSU A&M to establish the LSU Ethics Institute with conditional one-year approval, subject to approval by the Louisiana Board of Regents.



**Request from LSU Health Sciences Center-Shreveport for Approval to  
Establish the Center for Brain Health with Conditional One-Year  
Approval**

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

**Date: September 8, 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 Objectives:

LSU Health Sciences Center-Shreveport (HSC-S) is requesting approval to establish the Center for Brain Health with conditional one-year approval. After one year, the center will submit a proposal for full approval with information on progress toward fully establishing the center and securing external funding.

Neuroscience is a rapidly expanding field that has become fundamental to brain health-related patient care, education, and research. However, advances in brain health rely on a multidisciplinary team integrating biology, engineering, and medicine from molecular genetics to human brain imaging. Clinicians and neuroscientists at LSUHSC-S and neighboring institutions propose to create a unit where cutting-edge technology is used to provide top-quality state-of-the-art care and conduct pioneering research that will lead to the development of new therapies for brain disorders. At HSC-S, Overton Brooks VA Medical Center, Louisiana Tech, and LSU Shreveport, existing neuroscience technology and manpower are extensive but dissociated. Thus the neuroscience leadership in North Louisiana has outlined a comprehensive plan to achieve Louisiana Board of Regents designation as a center based on our strengths in the fields of neurorehabilitation and pharmacotherapeutics. The center will leverage existing resources, create a business partnership with the School of Allied Health, and obtain outside foundation and federal grant funding to create and maintain the infrastructure necessary to bring together clinicians, educators and researchers from across disciplines in a state Center for Brain Health (CBH). The center's objectives are to establish an integrated core of clinicians and researchers focused on brain injury and disease, and to promote research and education in this area. Some of the planned activities of the center in the area of research will include the creation of a central database affording the opportunity to compare results and standardized assessments across populations and disciplines, the development of a wide-range of support services for faculty and students in research design and grant proposals, and the creation of a research program with the growing of cannabis at LSU. In the broad area of education, the center aims to provide training

for graduate and post-doc students in related fields through course transfer between institutions and through lunches and lectures to encourage inter-disciplinary conversations, and to connect with the public through social media and community service events.

Through its work with faculty research and inter-institutional collaborations, the center will help leverage discoveries from neuroscience research for technology transfer, commercialization, and economic development. Every year, local institutions work together to organize an Industry Day Conference currently sponsored by the Center for Cardiovascular Diseases and Sciences at LSU Health Sciences Center Shreveport, the Shreveport Chapter of the Society for Neuroscience and the Center for Biomedical Engineering and Rehabilitation Science at Louisiana Tech University. The center has started working with the collaborating institutions to add the neurosciences to the event.

Over 30 faculty from the three universities involved in the collaboration have expressed a commitment to participation in the center's activities.

Need:

The proposed center will address several unmet needs. First, creating a research environment that fosters translational projects would improve competitiveness for federal and corporate funding. The center will be positioned to take advantage of increasing financial resources at the NIH and pharmaceutical companies targeting psychiatric and neurodegenerative disease, building the foundation of federally funded investigators to create a Center of Excellence. The center would also facilitate research that would directly investigate the impact of the statewide use of medical cannabis for pharmacotherapeutic purposes. Through the center, patients will gain a recognizable and trustworthy facility to visit on a regular basis as they are monitored by physicians and scientists over the course of possible long-term treatment with medical cannabis. Additionally, the center would allow for physicians and scientists from multiple disciplines to gather in one area for a common purpose which would streamline communication. Finally, stimulation of intellectual property development and technology transfer is a natural outcome of such an environment. Creating a center to maximize potential in a time of shrinking state budgets is critically important. Understanding of brain related disease mechanisms and the discovery of interventions is advancing rapidly. A Center for Brain Health would identify Northern Louisiana locally and nationally as a leader in these efforts.

**2. Review of Business Plan**

The proposed center will be housed in the former Christus Schumpert Cancer Treatment Center at Margaret Place, which was recently donated to a local non-profit for the purpose of supporting HSC-S. In addition to the renovated spaces in the building, the center will utilize existing facilities housed by the various institutions and departments collaborating in this center, including several operated by the HSC-S School of Allied Health. The center will be directed by Dr. Elizabeth Disbrow. The center will have an internal Board as well as an Advisory Board that includes external members, plus a User Group tasked with outreach and needs assessment related to various center activities. Year 1 funding includes \$25K from the HSC-S Department of Neurology and \$5K from the School of Allied Health, plus \$15K from the Beard Foundation and \$1.2K from the Society for Neuroscience. Dr. Disbrow is currently working to secure an additional \$55K from the Walmart Foundation. During the first year of the center, the director

along with associated faculty and board members will continue to work on securing external funding through research grants, industry partnerships, and through collaborations with the other institutions directly involved in the collaboration. Initial expenses will be \$10K toward administrative/research support, \$7250 for various center events, and research supported by the Beard Foundation grant. The goal of the center is to be fully funded through external sources as quickly as possible. An update on this plan will be provided with the full proposal in one year.

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

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

- A full Board of Regents Form A: Request for Conditional Approval of a New Research Unit and budget form
- Letters of support from the LSU Shreveport Department of Computer Science, the Louisiana Tech College of Engineering and Sciences, and the Overton Brooks Veterans Affairs Medical Center

### **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 Health Sciences Center – Shreveport to establish the Center for Brain Health with conditional one-year approval, subject to approval by the Louisiana Board of Regents.





**Request from LSU Health Sciences Center – New Orleans to Designate Space as the LSU Health Medical Device Innovation Incubator**

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

**Date: September 8, 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 Health Sciences Center at New Orleans anchors not only the biomedical academic and healthcare training infrastructure of the state but also its capacity for related economic diversification and growth. To better support this economic development component of our public mission, LSU Health New Orleans plans to launch a new initiative in support of business incubation and expansion which strategically complements the academic enterprise.

The State of Louisiana encourages its public universities to engage with the business community in support of economic development and entrepreneurship. In particular, legislation sponsored in the 2012 Regular Session by Senator Claitor, approved unanimously by both the House and Senate, and signed by the governor as Act 657, provides authority for university boards to execute leases to businesses located in property designated by the college or university as either a research park or a business incubator.

Pursuant to Louisiana R.S. 17:3361(A)(6), and consistent with the history and practices of several other LSU institutions, LSU Health New Orleans requests that the first floor of its Lion's Eye Center Building, 2020 Gravier Street, be designated as a business incubator. The proposed new LSU Health Medical Device Innovation Incubator, to be located in the designated space, will specialize in support of new and growing companies in medical device innovation. It will enhance the academic experience of students in the FastPath joint MD-PhD program between LSU Health and the LSU College of Engineering, will provide opportunities for interested students from multiple disciplines on both campuses to receive training in matters related to medical device development, manufacturing, and regulation, and will support prototyping capacity for novel medical devices conceived by innovative faculty, staff, and students.

With this designation of specific space as an incubator, LSU Health New Orleans will have a new resource in its economic development strategy, allowing the campus to apply its rich and diverse academic resources to support the growth and expansion of the medical device and other medically-related industries throughout both the New Orleans region and the State of Louisiana.

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

Companies seeking participation in the LSU Health Medical Device Innovation Incubator (MDII) will be required to apply to an admissions committee, which will determine whether there is an appropriate academic partnership of benefit not only to the company but also to the University. Tenants accepted into the MDII will execute participation agreements which outline the required participation fees necessary to compensate LSU Health New Orleans appropriately for services provided.

## **3. Fiscal Impact**

The LSU Health Medical Device Innovation Incubator is not expected to have significant fiscal impact at its launch, as the space is currently vacant, and the companies will be required to pay certain participation fees in support of operating expenses and in consideration for services provided by the campus.

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

The authority granted to university boards under to Louisiana R.S. 17:3361(A)(6), which supports both the university's academic mission and knowledge-based economic development, exempts university incubators from the requirement to follow a competitive process in the management of business incubators located in certain designated spaces.

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

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

## **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby designate the first floor of the Lions Eye Building at the Louisiana State University Health Sciences Center in New Orleans as an incubator, pursuant to La. R.S. 17:3361(A)(6).



## Request from LSU A&M to Award a Posthumous Degree

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

**Date: September 8, 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**

Mr. Aaron Paul Belanger began his college studies at LSU A&M in the fall of 2013 to pursue a degree in Mass Communication. Aaron brought a high level of interest and enthusiasm into his classes and maintained an LSU grade point average of 3.328. During his academic career, Aaron was included on the Dean's List twice and interned with Rep. Garret Graves. By the fall semester of 2016, he was enrolled in the first half of his senior year for the mass communication curriculum. He later withdrew due to illness and registered for classes in the spring semester of 2017 in hopes of maintaining academic progress with plans to graduate this December. Mr. Belanger's life ended May 2017.

The Manship School of Mass Communication at LSU considered Aaron to be one of the School's most promising students, and the faculty of the Manship School of Mass Communication, the Dean of the School, and the administration of Louisiana State University request that Mr. Aaron Paul Belanger be awarded the Bachelor of Arts in Mass Communication (BAMC) posthumously having no doubt that Mr. Belanger would have completed all program requirements in good standing. By awarding this degree, the University acknowledges Mr. Belanger's academic achievements and provides his family with a symbol of appreciation of his talents and the life he shared with us.

### **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby authorize LSU A&M to award the Bachelor of Arts in Mass Communication to Aaron Paul Belanger, posthumously.



**Request from LSU A&M to Change the Name of the “Cale P. Smith Student Financial Center” to the “Cale P. & Katherine Smith Student Financial Management Center”**

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

**Date: September 8, 2017**

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

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

**1. Summary of Matter**

LSU A&M is requesting approval to rename the “Cale P. Smith Student Financial Center” as the “Cale P. & Katherine Smith Student Financial Management Center”. The center is part of the LSU Olinde Career Center in the LSU Student Union. Upon Mr. Smith’s request, the inclusion of his wife Katherine’s name was excluded in his original naming submission to the LSU Foundation so that he could surprise her by later including her name. The center opened in 2014 with Mrs. Katherine Smith’s name included, but the addition of her name was not formally approved by the Board of Supervisors, a correction now being requested. The addition of the word “management” to the new name is a functional change to better reflect the work of the center.

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

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

- A letter of request from the LSU Foundation on behalf of Jesse Downs, Director, LSU Olinde Career Center.
- A letter of approval from Dr. Ann Sumner Holmes, Chair of the Naming University Facilities and Academic Unit Committee
- A letter of support from Dr. Richard Koubek, Executive Vice President and Provost and approval by President F. King Alexander

**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 “Cale P. Smith Student Financial Center” to the “Cale P. & Katherine Smith Student Financial Management Center”.



**Request from LSU A&M to Name the Daniels Family Library at the  
LSU Lab School**

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

**Date: September 8, 2017**

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

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

**1. Summary of Matter**

LSU A&M is requesting approval to name the Daniels Family Library at the LSU Lab School. Mrs. Vicki Daniels, widow of Mr. George V. Daniels, JR. ('57), has made a generous contribution to honor her late husband and his mother. Mrs. Will Conerly Daniels who served as the U-High's beloved librarian for 40 years from 1932 to 1972. Mrs. Will Conerly Daniels earned her BA and MLIS from LSU in the early 1930s, and was a contributor to her field and to the LSU Alumni Association throughout her life. Louisiana Board of Regents Chair Mr. Richard Lipsey remembers his U-High classmate, Mrs. Daniel's son George, as an "extremely smart and great all around guy." Mr. Daniels went on to earn his undergraduate degree from LSU's College of Engineering in 1961.

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

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

- A letter of request from Superintendent Wade Smith.
- A letter of approval from Dr. Ann Sumner Holmes, Chair of the Naming University Facilities and Academic Unit Committee
- A letter of support from Dr. Richard Koubek, Executive Vice President and Provost and approval by President F. King Alexander

**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 Daniels Family Library at the LSU Lab School.



## Request from LSU A&M to Name 4 Spaces in Patrick F. Taylor Hall

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

**Date: September 8, 2017**

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

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

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

LSU A&M is requesting approval to name the following 4 spaces in Patrick F. Taylor Hall:

- Greg Elliot Dean's Seminar Suite
- Greg Elliot Terrace
- Jesse and Greg Elliot Gathering Space
- Kenneth Evans and Missy Evans Elliot Dean's Seminar Room

The seminar suite and three spaces within it are made possible by a generous donation from Mr. Greg Elliott, a graduate of LSU in 1981 in petroleum engineering. Mr. Elliott has over 23 years of experience in the industry including as an engineer with Chevron Overseas and as President and Founder of Wrokstrings, LLC. He is currently President of Geoproduction Oil and Gas Company, LLC. Mr. Elliott has been a finalist for Entrepreneur of the Year for both Louisiana and Mississippi, and was inducted into the LSU College of Engineering's Hall of Distinction in 2017.

Kenneth Evans, now deceased, was a 1950 graduate of LSU also in petroleum engineering Mr. Elliott's and the father of Mr. Elliott's wife Missy Evans Elliott. The naming of the space will honor Mr. Evans legacy as an LSU engineering graduate, and the philanthropic support of LSU by Mr. Evans and his daughter.

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

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

- A letter of request from Dean Judy Wornat, College of Engineering, with supporting materials for the requests
- A letter of approval from Dr. Ann Sumner Holmes, Chair of the Naming University Facilities and Academic Unit Committee



- A letter of support from Dr. Richard Koubek, Executive Vice President and Provost and approval by President F. King Alexander

### **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 4 spaces in Patrick F. Taylor Hall:

- Greg Elliot Dean's Seminar Suite
- Greg Elliot Terrace
- Jesse and Greg Elliot Gathering Space
- Kenneth Evans and Missy Evans Elliot Dean's Seminar Room



## Request from LSU A&M to Name 4 Athletic Facilities

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

**Date: September 8, 2017**

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

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

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

LSU A&M is requesting approval to name the following 4 athletic facilities:

- **Jane and Carl Seiner Training Room at PMAC Practice Facility:** Carl and Jane Seiner, residents of Gonzales, Louisiana, are active supporters of youth sports in Ascension Parish as well as LSU athletics, particularly LSU Basketball. Mr. Seiner played basketball for LSU from 1970-1974 under coaches Press Maravich then Dale Brown, and has been a season ticket holder since 1975. Mrs. Seiner shares Mr. Seiner's enthusiasm for LSU athletics, and arranged the first organized fan bus trip to the LSU/Alabama game in 2014.
- **Mathieu Players' Lounge at Football Operations:** Mr. Tyrann Mathieu, a New Orleans native, earned the nickname "Honey Badger" while playing LSU football in 2010-2011 for his tenacious playing style. Mathieu was drafted by the NFL's Arizona Cardinals in 2013, where he continues a successful professional football career. Mathieu's generous donation to the Tiger Athletic Foundation will be used to renovate a player's lounge, and for an endowed student athlete scholarship.
- **Peterson-Roberts Weight Room at Football Operations:** Mr. Patrick Peterson was named Defensive Player of the Year by USA today while in high school in Florida. He earned many awards and honors as a player for LSU during the 2008-2010 seasons, and is having a successful NFL career for the Arizona Cardinals where he was selected as the 5<sup>th</sup> overall draft pick and has been on both the NFC Pro Bowl roster and the All-Pro team. His contributions off the field through the Patrick Peterson Foundation for Success are among his most notable achievements through the foundation's work with low income and at-risk youth in inner cities including libraries at community centers and Christmas holiday events for families.
- **The Douple Family Team Room at Track and Field:** Mr. Tom Douple is a 1976 graduate of LSU, and was a varsity member of the track & field and cross country teams. While a LSU student athlete, Mr. Douple earned All-SEC Track & Field honors, posted school record times in the two-mile run and four-mile relay, and served as team captain.

Mr. Douple's distinguished career started with teaching in the East Baton Rouge Parish school system. He went on to serve in athletics administration including as assistant athletic director at LSU and Cornell, and as athletic director at Southern Utah University and Southeastern University. He currently serves as the Summit League commissioner.

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

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

- A letter of request from Director of Athletics Joe Alleva and President & CEO of Tiger Athletic Foundation with supporting materials for each request
- A letter of approval from Dr. Ann Sumner Holmes, Chair of the Naming University Facilities and Academic Unit Committee
- A letter of support from Dr. Richard Koubek, Executive Vice President and Provost and approval by President F. King Alexander

## **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 4 athletic facilities:

- Jane and Carl Seiner Training Room at PMAC Practice Facility
- Mathieu Players' Lounge at Football Operations
- Peterson-Roberts Weight Room at Football Operations
- The Douple Family Team Room at Track and Field



**Request from LSU AgCenter to name the Auditorium at the H. Rouse Caffey Rice Research Station the “Steve Linscombe Auditorium”**

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

**Date: September 8, 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**

Dr. Steve Linscombe, Professor and Regional Director of the Southwest Region, who is retiring, has been part of the AgCenter’s faculty since 1982, and is among the most accomplished scientists nationally and internationally in the area of rice research bringing over \$17 million in grant funding to LSU, producing over 350 publications, and releasing 33 new rice varieties. The faculty and staff of the H. Rouse Caffey Rice Research Station have recommended that the Station’s Auditorium be re-named the “Steve Linscombe Auditorium.”

Dr. Linscombe earned his undergraduate and master’s degrees from LSU in 1976 and 1979 respectively, and returned to LSU after completing his doctorate at Mississippi State University in 1982. He moved to the Rice Research Station in 1988, and in 2004, was named the Regional Director of the AcCenter’s Southwest Region, a role he has served since. Dr. Linscombe’s tremendous contributions to the rice industry of Louisiana as well as his contributions to the field internationally will be honored by this naming.

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

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

- A letter of request from Vice President Bill Richardson

**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 the LSU AgCenter to name the auditorium at the H. Rouse Caffey Rice the “Steve Linscombe Auditorium”



## Recommendation to Approve the Fiscal Year 2017-18 Operating Budget

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

**Date: September 8, 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, and services missions of the University or any of its campuses.

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

Each year an operating budget that details the expected revenues and expenditures of the University for the fiscal year is planned. These budgets are prepared in accordance with budget guidelines issued by the Board of Regents and the Division of Administration.

Pursuant to Board of Regents’ guidelines, the University’s operating budgets will be submitted to the Board of Regents on September 4<sup>th</sup>, with a caveat that they are being submitted contingent upon action by the LSU Board of Supervisors at its September 8<sup>th</sup> meeting. The Board of Regents will hold their annual hearings on the FY 2017-18 operating budget submissions from each postsecondary education management board and other higher education entities on September 26<sup>th</sup>.

As noted in Attachment I, the total beginning unrestricted operating budget for Fiscal Year 2017-18, including the LSU Health Care Services Division, is \$1.02 billion. This represents a increase of \$2.4 million or 0.24% from the final FY 2016-17 budget. Estimated restricted revenues including auxiliary enterprise operations total \$1.42 billion. The total Fiscal Year 2017-18 operating budget, including estimated restricted revenues, is \$2.44 billion.

This year, state funding for LSU campuses was essentially held flat compared with FY 2016-17 levels and the campuses were allowed to raise fees under the authority granted by Act 293 of the 2017 Regular Legislative Session. A summary of FY 2017-18 budget priorities by campus is presented in Attachment II.

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

LSU campuses have submitted the Fiscal Year 2017-18 operating budget in the format requested by the Board of Regents and the Division of Administration.

#### **ATTACHMENTS**

- I. Summary of Fiscal Year 2017-18 Operating Budget Information
- II. Summary of Fiscal Year 2017-18 Campus Priorities
- III. Support materials for this item are available on the LSU Administration’s web page.

## RESOLUTION

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the operating budget for the fiscal year ending June 30, 2018, providing:

(a) Final approval and commitment authorization of funds for unrestricted educational and general, medical, and related expenses in the amount of \$1,018,019,573 for the campuses shown below.

LSU A&M  
LSU Agricultural Center  
LSU Alexandria  
LSU Eunice  
LSU Shreveport  
LSU Health Sciences Center, New Orleans  
LSU Health Sciences Center, Shreveport  
LSU Pennington Biomedical Research Center  
The Hospital and Central Office of the LSU Health Care Services Division

(b) Commitment authorizations for auxiliary enterprises, grants and contracts, and other restricted funds estimated to be \$1,423,273,014.

(c) Transactions included or referred to in the operating budget that otherwise require Board approval are not approved by mere inclusion in the operating budget.

**BE IT FURTHER RESOLVED** that each campus shall prepare a semi-annual financial report that is in accordance with a format approved by the President. The format of the report will include the following:

1. Budget and actual for unrestricted revenues by source of funds
2. Actual for unrestricted expenditures by object and by function
3. Beginning account balances and actual revenues and expenditures/transfers for restricted operations
4. Any significant changes in the budget that should be brought to the attention of the President and Board
5. An explanation of any significant reduction in anticipated revenues or significant increase in expenditures

Any subsequent modification to the reporting format will be approved by the President with notification to the Board.

## Board of Regents

## Form BOR-1

## Revenue/Expenditure Data

Consolidated Louisiana State University System  
INCLUDES Health Care Services Division

Revenue/Expenditure	Actual 2016-2017	Budgeted 2016-2017	Budgeted 2017-2018	Over/(Under) 2016-2017	% Change
<b>Revenues By Source:</b>					
<b>State Funds:</b>					
General Fund Direct	0	367,472,804	374,955,735	7,482,931	2.04%
General Fund - Restoration Amount	0	0	0	0	N/A
<b>Statutory Dedicated:</b>	<b>0</b>	<b>52,409,338</b>	<b>30,476,698</b>	<b>(21,932,640)</b>	<b>-41.85%</b>
Higher Education Initiatives Fund	0	0	0	0	N/A
Support Education in Louisiana First (SELF)	0	20,672,515	20,128,504	(544,011)	-2.63%
Tobacco Tax Health Care Fund	0	25,611,900	6,017,842	(19,594,058)	-76.50%
Equine Fund	0	750,000	750,000	0	0.00%
Fireman Training Fund	0	3,400,000	3,370,352	(29,648)	-0.87%
Two Percent Fire Insurance Fund	0	210,000	210,000	0	0.00%
Medical & Allied Health Scholarship & Loan Fund	0	0	0	0	N/A
Shreveport Riverfront & Convention Center & Independence Stadium Fund	0	0	0	0	N/A
Overcollections Fund	0	1,764,923	0	(1,764,923)	-100.00%
<b>Funds Due From Management Board or Regents:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>
Other	0	0	0	0	N/A
<b>Funds Due to Institutions:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>
Other	0	0	0	0	N/A
Other	0	0	0	0	N/A
<b>Total State Funds</b>	<b>0</b>	<b>419,882,142</b>	<b>405,432,433</b>	<b>(14,449,709)</b>	<b>-3.44%</b>
<b>Interagency Transfers</b>	<b>0</b>	<b>29,364,574</b>	<b>25,906,617</b>	<b>(3,457,957)</b>	<b>-11.78%</b>
<b>Non-Recurring Self-Generated Carry Forward</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>
<b>Self Generated Funds</b>	<b>0</b>	<b>548,531,993</b>	<b>568,861,912</b>	<b>20,329,919</b>	<b>3.71%</b>
<b>Federal Funds</b>	<b>0</b>	<b>17,818,611</b>	<b>17,818,611</b>	<b>0</b>	<b>0.00%</b>
<b>Interim Emergency Board</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>
<b>Total Revenues</b>	<b>0</b>	<b>1,015,597,320</b>	<b>1,018,019,573</b>	<b>2,422,253</b>	<b>0.24%</b>
<b>Expenditures by Function:</b>					
Instruction	0	324,595,598	331,517,569	6,921,971	2.13%
Research	0	139,472,376	131,728,434	(7,743,942)	-5.55%
Public Service	0	44,365,974	38,606,792	(5,759,182)	-12.98%
Academic Support**	0	103,045,323	105,474,680	2,429,357	2.36%
Student Services	0	26,234,229	26,570,952	336,723	1.28%
Institutional Services	0	96,928,474	108,371,249	11,442,775	11.81%
Scholarships/Fellowships	0	95,999,573	95,257,664	(741,909)	-0.77%
Plant Operations/Maintenance	0	109,259,785	110,956,836	1,697,051	1.55%
<b>Total E&amp;G Expenditures</b>	<b>0</b>	<b>939,901,332</b>	<b>948,484,176</b>	<b>8,582,844</b>	<b>0.91%</b>
Hospital	0	70,547,999	68,102,139	(2,445,860)	-3.47%
Transfers out of agency	0	5,048,808	1,418,258	(3,630,550)	-71.91%
Athletics	0	0	0	0	N/A
Other	0	99,181	15,000	(84,181)	-84.88%
<b>Total Expenditures</b>	<b>0</b>	<b>1,015,597,320</b>	<b>1,018,019,573</b>	<b>2,422,253</b>	<b>0.24%</b>
<b>Expenditures by Object:</b>					
Salaries	0	457,164,013	467,109,982	9,945,969	2.18%
Other Compensation	0	35,433,105	36,839,954	1,406,849	3.97%
Related Benefits	0	223,650,088	229,945,430	6,295,342	2.81%
<b>Total Personal Services</b>	<b>0</b>	<b>716,247,206</b>	<b>733,895,366</b>	<b>17,648,160</b>	<b>2.46%</b>
Travel	0	9,211,508	5,791,756	(3,419,752)	-37.12%
Operating Services	0	89,785,637	101,093,869	11,308,232	12.59%
Supplies	0	34,233,258	33,578,767	(654,491)	-1.91%
<b>Total Operating Expenses</b>	<b>0</b>	<b>133,230,403</b>	<b>140,464,392</b>	<b>7,233,989</b>	<b>5.43%</b>
Professional Services	0	10,444,474	15,650,719	5,206,245	49.85%
Other Charges	0	125,011,325	104,016,456	(20,994,869)	-16.79%
Debt Services	0	263,394	262,514	(880)	-0.33%
Interagency Transfers	0	18,974,832	17,041,511	(1,933,321)	-10.19%
<b>Total Other Charges</b>	<b>0</b>	<b>154,694,025</b>	<b>136,971,200</b>	<b>(17,722,825)</b>	<b>-11.46%</b>
General Acquisitions	0	7,550,538	5,451,777	(2,098,761)	-27.80%
Library Acquisitions	0	3,475,148	1,236,838	(2,238,310)	-64.41%
Major Repairs	0	400,000	0	(400,000)	-100.00%
<b>Total Acquisitions and Major Repairs</b>	<b>0</b>	<b>11,425,686</b>	<b>6,688,615</b>	<b>(4,737,071)</b>	<b>-41.46%</b>
Unallotted	0	0	0	0	N/A
<b>Total Expenditures</b>	<b>0</b>	<b>1,015,597,320</b>	<b>1,018,019,573</b>	<b>2,422,253</b>	<b>0.24%</b>

\* This column should reflect the last approved BA-7 in FY 16-17.

\*\*Library costs are included in the function of academic support and are detailed on the BOR-4A.



Board of Regents  
Form BOR-2

Consolidated Louisiana State University System  
Includes Health Care Services Division

Financing Other Than State Funds Appropriations

Source:	ACTUAL 2016-2017	BUDGETED 2016-2017	BUDGETED 2017-2018	OVER /UNDER 2016-2017
Interagency Transfers:				
Medicaid	0	5,894,653	2,394,653	(3,500,000)
Uncompensated Care	0	14,472,375	14,472,375	0
Hospital Contracts	0	0	0	0
Lab School	0	7,480,850	7,522,893	42,043
Other Total	0	1,516,696	1,516,696	0
<b>Total Other Interagency Transfers</b>	<b>0</b>	<b>29,364,574</b>	<b>25,906,617</b>	<b>(3,457,957)</b>
<b>Non-Recurring Self-Generated Carry Forward</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Self-Generated Funds:</b>	0	0	0	0
<b>Student Fees:</b>	0	0	0	0
General Registration Fees	0	354,398,228	363,077,493	8,679,265
Non-Resident Fees	0	94,239,071	85,594,807	(8,644,264)
Academic Excellence Fee	0	17,500,772	17,532,262	31,490
Operational Fee	0	6,933,143	6,952,680	19,537
Academic Enhancement Fee	0	0	0	0
Building Use Fee	0	0	0	0
Building Use Fee - Act 426	0	0	0	0
Student Services Fee	0	0	0	0
Technology Fee	0	0	0	0
Energy Surcharge	0	0	0	0
University Self-Assessed Fees	0	17,701,390	32,135,644	14,434,254
Student Self-Assessed Fees	0	0	0	0
All Other Mandated Fees	0	1,635,000	1,770,000	135,000
All Other Student Fees	0	15,789,745	15,998,563	208,818
<b>Total Student Fees:</b>	<b>0</b>	<b>508,197,349</b>	<b>523,061,449</b>	<b>14,864,100</b>
Hospital - Commercial/Self-Pay	0	11,972,658	15,472,658	3,500,000
Sales and Services of Educational Activities	0	7,487,574	7,690,773	203,199
State Grants and Contracts	0	0	0	0
Organized Activities Related to Instruction	0	0	0	0
Athletics Other than Student Fees	0	0	0	0
Other Self-Generated Funds	0	20,874,412	22,637,032	1,762,620
<b>Total Self-Generated Funds</b>	<b>0</b>	<b>548,531,993</b>	<b>568,861,912</b>	<b>20,329,919</b>
Federal Funds:	0	0	0	0
Federal Program Admin.	0	0	0	0
Medicare	0	4,800,336	4,800,336	0
Grants:	0	0	0	0
Pell	0	0	0	0
Other	0	13,018,275	13,018,275	0
<b>Total Federal Funds</b>	<b>0</b>	<b>17,818,611</b>	<b>17,818,611</b>	<b>0</b>
<b>Interim Emergency Board</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Revenues Other Than State Funds Appropriations</b>	<b>0</b>	<b>595,715,178</b>	<b>612,587,140</b>	<b>16,871,962</b>



**FY 2017-18 OPERATING BUDGET PRIORITIES SUBMITTED BY CAMPUSES****Louisiana State University and Agricultural and Mechanical College**

LSU will continue to ensure that high quality instruction, research, and service are its enduring contribution to the State and nation. In addition, the campus must continue to keep investments in faculty and support positions as one of its top priorities in order to provide the kind of education analogous with other national flagship universities.

The FY 2017-18 operating budget includes investments in three Strategic Priorities. Funding will be provided for graduate assistant stipend increases, a modest merit increase program for faculty and staff, and new faculty hires. The operating budget does not directly address deferred maintenance but has the possibility of having funds available if the state does not enact a mid-year cut.

**Louisiana State University Agricultural Center**

The AgCenter's FY 2017-2018 budget priorities are to try to balance programs and funding in order to accomplish its core missions:

- Continue to maintain an appropriate extension precedence in parishes
- Provide a critical mass of faculty at priority branch stations and in academic departments, including adequate faculty to teach in the College of Agriculture
- Provide research and extension faculty to support Louisiana's principal agricultural commodities and emerging areas
- Provide adequate staff, operating support and infrastructure to support faculty programs
- Capitalize on major grant funded nutrition initiatives by maintaining adequate faculty to conduct general nutrition education

**Louisiana State University Alexandria**

The top priority going in to the new fiscal year is being able to grant salary adjustments to all full-time employees of the university. However, this will be solely dependent upon an increase in enrollment and self-generated revenues. Ultimately, the university must raise enrollment and sustain that increase in order to maintain the same level of services offered and to keep a well-qualified faculty and staff.

Likewise, the continued emphasis on recruiting, enrollment and retention will remain a priority. As the university becomes more dependent upon self-generated revenue, more funding has to be directed to resources that will result in new students and more students retained. Currently over \$2M is dedicated in this area of the university including institutional scholarship dollars.

Along with continuing to grow enrollment, the university must also continue to build back up auxiliary account balances that were previously drained. While the university was cleared of SACSCOC monitoring, the institution must take all necessary steps to ensure that it does not fall back in to a state of financial instability.

These are the only priorities that current appropriations and self-generated funds will allow for. Deferred maintenance continues to grow and all other areas of the institution will operate in a “status-quo” fashion for FY 2017-18.

### **Louisiana State University Eunice**

LSUE’s immediate priority is to provide merit increases for our faculty, professional staff, and classified staff who have not had a raise for eight (8) consecutive years. We must reward our dedicated employees who have served the university long-term, and we must attract new employees who seek positions at institutions that are willing to invest in their people.

While LSUE has improved its financial position through self-generated revenue and continues to increase enrollment, our focus for the 2017-18 academic year is improving student success. We expect fall 2017 enrollment to surpass enrollment from the fall of 2016 in both headcount and semester credit hours. This increase will help generate funding for additional student support services including a new student success center and a testing center. The student success center will bring together tutoring, supplemental instruction, advising, career services and accommodated services into one department. This new delivery model will improve student success in courses, programs and degrees. The new testing center will provide students with immediate access to placement testing, national proctored exams, language tests, and exams for LSUE courses.

Other initiatives include increasing university-wide marketing and advertising, expanding recruitment and enrollment efforts, improving residential and student life, renovating critical facilities to improve the efficiency and the physical appearance of the campus, restructuring online learning, and enhancing resources for campus safety and security. In addition, LSUE will continue to invest in its employees to provide a positive, friendly, and diverse working environment reflective of LSUE’s mission and values.

### **Louisiana State University Shreveport**

There are a number of new initiatives and/or changes associated with our new fiscal year. These include:

- Salary increases for faculty/unclassified staff (up to 3%) and classified staff (up to 4%). The previous salary increase for faculty/unclassified staff occurred during the 2006-07 academic year.
- The addition of 12 new full-time faculty members (bringing the number of tenure-track hires over the past three years to nearly 20 - critical to restoring lost faculty positions over previous years and to meet program accreditation expectations).
- Not implementing the increase in the LSUS “Academic Excellence” fee approved by the LSU Board of Supervisors (reflecting LSUS beginning the fiscal year without a state cut in appropriations and the competitive price sensitivity in our region for student tuition and fee costs).
- The outsourcing of the LSUS Bookstore (and repurposing of the current bookstore location to become a new “Cyber Collaboratory”).
- Resolution of the LSUS student housing situation (involving the potential buy-out of the current lease with Campus Living Villages and implementing plans for new housing, including units suitable for freshmen students).
- Need to resolve the continuing decline in undergraduate enrollment.
- Need to address the critical roof leakage issues of the Health & Physical Education Building.

- Need to complete successful searches for both a new Provost/Vice Chancellor for Academic Affairs and a new Dean for the College of Arts & Sciences.
- Continued need to effectively address salary compaction and market issues, especially for faculty.
- The uncertainty of a mid-year state budget cut.

### **LSU Pennington Biomedical Research Center**

Given the current funding situation at a federal level, it is important that Pennington Biomedical researchers continue their preeminently successful quest of regular federal grant awards. PBRC is continuing to stress diversity in its research portfolio and focusing on grant applications from the private sector and other foundations. PBRC's chief business development officer is leading the effort to implement a changing institutional model where PBRC strives for more industry partnerships toward its goal to increase revenue generation. In addition efforts are being made to implement initiatives for clinical services.

### **LSU Health Science Center in New Orleans**

The LSU Health Sciences Center in New Orleans has set the following priorities for spending in FY 2017-18:

- A focus on employee compensation. Market forces require investments in people, and innovation depends on retaining and recruiting innovative people. To that end, the administration instructed its schools and departments to repurpose up to 2% of the prior year salary expenditures to address increases in employee compensation.
- Retention of \$2.3 million as a buffer against a mid-year state general fund budget reduction as requested by the State administration and the Legislature.

The campus continues its emphasis on creating and enhancing alternative sources of funding:

- LSUHSC-NO continues to seek new and/or expanded relationships with private and not-for-profit health care entities. We anticipate increases in revenue from clinical contracts this fiscal year.
- LSUHSC-NO continues to seek capital outlay appropriations and other self-generated funds to repurpose the LSU Interim Hospital for the purpose of enhancing the LSUHSC-NO footprint including the construction and operation of a Center for Advanced Learning and Simulation.
- LSUHSC-NO continues to explore new and innovative public private partnerships to maximize revenue and utilize the transferred buildings including parking in support of repurposed buildings, housing for residents, students, and faculty, and clinics in support of Graduate Medical Education.

### **LSU Health Science Center in Shreveport**

LSU Health Sciences Center in Shreveport provides statewide education, research, and professional patient care services. The LSUHSC-Shreveport encompasses three professional schools: School of Medicine, School of Graduate Studies, and School of Allied Health Professions.

FY 2017-18 is the fourth full fiscal year since the public/private hospital partnership agreement was implemented October 1, 2013.

The critical need for recruitment and retention of the faculty and annual stable funding are fundamental to the teaching, research, and service mission of an academic health sciences center. Therefore, the campus priorities continue to include retaining faculty and recruiting faculty positions and stabilizing the earning power with our primary hospital partner to meet the core institutional mission for academics and professional patient care.

In addition, with the workforce and innovation for a stronger economy (WISE) program, LSU HSC – Shreveport campus is looking to increase the medical school class size from 125 to 150 students, a 20% increase by the 2019-20 academic year. Renovations at LSU HSC-S will provide flexible learning space for the expanded class-size.

- The WISE capital funds will be used for facility improvements that will allow an increase in class size
- Renovation of LSUHSC-S facility would meet the ACGME requirements for lecture and testing space to increase the class size from 125 students to 150 students, as well as provide more large-group session (~50 students), and small-group session (8-15 students)

### **LSU Health Care Service Division**

During 2013 and 2014, HCSD transitioned six of its seven hospitals to public-private partnerships. The partnerships are designed to support the HCSD mission by providing new resources for patient care and teaching. It is HCSD's priority to provide supportive services to our partners to ensure that the mission is upheld. These services include IT systems and support, patient billing and accountable care services.

As a result of the public-private partnership, legacy costs remain with HCSD. Retiree's group insurance and risk management make up the majority of these costs for FY18. Other legacy costs include, but are not limited to, record storage, interagency fees, building maintenance and security, personnel cost, and legal fees. State General Fund in the amount of \$20,310,616 was appropriated for the FY18 budget to cover these costs. \$24,411,833 is the total projected legacy cost for FY18 for HCSD. This leaves \$4.1M in unfunded legacy costs.

It is a priority of HCSD to maintain existing programs, at current levels, and continued access to quality care at Lallie Kemp Regional Medical Center.



**Request for approval of the 2018-2019  
Five-Year Capital Outlay Budget Request and  
First Year Prioritized Categories for  
Louisiana State University**

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

**Date: September 8, 2017**

Pursuant to Article VII, Section 8, E.1 and E.2 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a “significant board matter”.

E.1 Capital outlay requests need not be submitted in accordance with the procedures of this Section. Board approval of any capital outlay request or item, or approval of an operating budget, shall not be considered direct or indirect approval of any program or action, or authority to anyone to proceed in undertaking such matter, unless such matter relating to an approved capital outlay is separately and expressly approved by the Board after full compliance, review, and specific approval by the Board or President as required by this Section.

E.2 Capital outlay prioritization must be approved by the Board or Executive Committee.

**1. Summary of Matter**

The Division of Administration requires that annual Capital Outlay Budget Requests, which includes projects proposed to be undertaken within the next five years, be submitted no later than November 1<sup>st</sup>. Proposed projects will renovate, repair and construct facilities and infrastructure to meet the needs of teaching, research, service and health care programs of Louisiana State University.

**2. Review of Business Plan**

To be submitted and reviewed for self-generated projects.

**3. Fiscal Impact**

Operation and maintenance cost will increase with new construction projects, deferred maintenance and utility costs will decrease with renovation projects.

**4. Description of Competitive Process**

Not applicable.

**5. Review of Legal Documents**

Campus Capital Outlay Projects Forms and 5-Year Plans are in order

**6. Parties of Interest**

None

**7. Related Transactions**

Where applicable and when appropriate, auxiliary revenue bond documents will be provided to the Board for consideration.

## 8. Conflicts of Interest

None

### ATTACHMENTS:

- I. 5-Year Plan
- II. First Year Prioritized Project List

### RESOLUTION

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that the following list of projects to be submitted to the Division of Administration in accordance with the provisions of La. R.S. 39:101 *et seq.* and first year prioritized project categories are approved and;

**BE IT FURTHER RESOLVED**, that F. King Alexander, Louisiana State University President, be and he is hereby authorized to make adjustments as necessary in this request as circumstances dictate, including technical corrections, increasing or decreasing the amount requested for individual projects by not more than twenty percent (20%) of the amount approved in this resolution, combining or renaming projects and/or changing sources of funds and to add self-generated projects with individual project costs of less than \$1 million without further approval by the Board, provided, however, that such project additions be reported to the Board.

**BE IT FURTHER RESOLVED** that transactions included or referred to in the capital outlay request that otherwise require Board approval are not approved by inclusion in the capital outlay request per Article VII, Section 8, E.1 of the Bylaws.



# 5 YEAR CAPITAL OUTLAY PLAN

**SYSTEM NAME: LSU**
**5 YEAR CAPITAL OUTLAY PLAN**
**FY2018-2019 THRU FY2022-2023**

	Project Title	Inst. Priority	Previous Funding	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	5-Year Request	Total Cost
LSU A&M	Main Campus Sewer Line Replacement	E-1	\$0	\$455,000	\$4,066,000	\$0	\$0	\$0	\$4,521,000	\$4,521,000
LSU A&M	Student Health Center Renovation and Addition	SG-1	\$4,000,000	\$23,890,000	\$0	\$0	\$0	\$0	\$23,890,000	\$27,890,000
LSU A&M	Louise Garig Hall Renovation	SG-2	\$100,000	\$5,100,000	\$0	\$0	\$0	\$0	\$5,100,000	\$5,200,000
LSU A&M	Enclose Corporation Canal Planning and Construction	SG-3	\$0	\$14,000,000	\$0	\$0	\$0	\$0	\$14,000,000	\$14,000,000
LSU A&M	Old President's House Renovations	SG-4	\$0	\$1,700,000	\$0	\$0	\$0	\$0	\$1,700,000	\$1,700,000
LSU A&M	Patrick F. Taylor Hall Renovations and Expansion, Planning and Construction	C-1	\$116,000,051	\$1	\$0	\$0	\$0	\$0	\$1	\$116,000,052
LSU A&M	Renovate Old Engineering Shops for Art Department, Planning and Construction	C-2	\$8,976,900	\$6,123,100	\$0	\$0	\$0	\$0	\$6,123,100	\$15,100,000
LSU A&M	Stephenson Veterinary Hospital, Planning and Construction	C-3	\$5,000,000	\$5,000,000	\$0	\$0	\$0	\$0	\$5,000,000	\$10,000,000
LSU A&M	LSU Memorial Tower Renovations	C-4	\$4,000,000	\$4,000,000	\$0	\$0	\$0	\$0	\$4,000,000	\$8,000,000
LSU A&M	Choppin Hall Annex, Chemistry Lab Building (Supplemental Funding)	C-5	\$28,800,248	\$6,034,752	\$0	\$0	\$0	\$0	\$6,034,752	\$34,835,000
LSU A&M	Nicholson Gateway Infrastructure Improvements, Planning and Construction	C-6	\$3,695,100	\$1	\$0	\$0	\$0	\$0	\$1	\$3,695,101
LSU A&M	French House Renovation, Acquisition, Planning and Construction	C-7	\$5,323,700	\$1	\$0	\$0	\$0	\$0	\$1	\$5,323,701
LSU A&M	H.P. Long Field House Renovation, Planning and Construction	N-1	\$0	\$1,800,000	\$11,600,000	\$11,600,000	\$0	\$0	\$25,000,000	\$25,000,000
LSU A&M	Fire & Emergency Training Institute Renovation & Addition	N-2	\$0	\$750,000	\$0	\$0	\$0	\$0	\$750,000	\$750,000
LSU A&M	Strategic Capital Plan – Deferred Maintenance and Major Repairs for Buildings	N-3	\$0	\$22,000,000	\$22,000,000	\$22,000,000	\$22,000,000	\$22,000,000	\$110,000,000	\$110,000,000
LSU A&M	Strategic Capital Plan – Deferred Maintenance for Infrastructure and Streets	N-4	\$0	\$8,000,000	\$8,000,000	\$8,000,000	\$8,000,000	\$8,000,000	\$40,000,000	\$40,000,000
	<b>Total</b>		<b>\$175,895,999</b>	<b>\$98,852,855</b>	<b>\$45,666,000</b>	<b>\$41,600,000</b>	<b>\$30,000,000</b>	<b>\$30,000,000</b>	<b>\$246,118,855</b>	<b>\$422,014,854</b>
	Project Title	Inst. Priority	Previous Funding	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	5-Year Request	Total Cost
AGCENTER	Animal and Food Science Facilities Renovations and Modernizations	C-1	\$30,038,300	\$10,983,558	\$6,601,149	\$5,215,293	\$0	\$0	\$22,800,000	\$52,838,300
AGCENTER	Livestock Education Facility	C-2	\$282,600	\$2,805,780	\$2,311,620		\$0	\$0	\$5,117,400	\$5,400,000
AGCENTER	Martin D. Woodin Hall Renovations and Modernizations	N-1	\$0	\$0	\$4,952,000	\$7,648,000	\$0	\$0	\$12,600,000	\$12,600,000
AGCENTER	Dairy Science Processing Facility	N-2	\$0	\$0	\$0	\$2,554,000	\$2,546,000	\$0	\$5,100,000	\$5,100,000
AGCENTER	Greenhouse Facilities Relocation and Departmental Renovations	N-3	\$0	\$0	\$0	\$1,235,000	\$13,585,000	\$780,000	\$15,600,000	\$15,600,000

## ATTACHMENT I

AGCENTER	Emerging Technology Center - Parker Coliseum	N-4	\$0	\$0	\$0	\$0	\$5,000,000	\$60,000,000	\$65,000,000	\$65,000,000
AGCENTER	Biological & Agricultural Engineering Bldg.	N-5	\$0	\$0	\$0	\$0	\$1,248,000	\$14,092,000	\$15,340,000	\$15,340,000
	Totals		\$30,320,900	\$13,789,338	\$13,864,769	\$16,652,293	\$22,379,000	\$74,872,000	\$141,557,400	\$171,878,300



ATTACHMENT I

HSCS	Patient Care HVAC Replacement, Planning and Construction	C-4	\$2,995,600	\$750,000	\$0	\$0	\$0	\$0	\$750,000	\$3,745,600
	High Voltage Electrical Distribution System	C-5	\$5,091,500	\$10,000	\$0	\$0	\$0	\$0	\$10,000	\$5,101,500
HSCS	Student Study & Wellness Center	N-1		\$500,000	\$2,500,000	\$0	\$0	\$0	\$3,000,000	\$3,000,000
	Totals		\$22,275,100	\$14,160,003	\$2,500,000	\$0	\$0	\$0	\$16,660,003	\$38,935,103

	Project Title	Inst. Priority	Previous Funding	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	5-Year Request	Total Cost
LSUA	Infrastructure Improvements	E-1	\$5,494,300	\$625,700	\$0	\$0	\$0	\$0	\$625,700	\$6,120,000
LSUA	Drainage Outfall	E-2	\$953,265	\$184,000	\$0	\$0	\$0	\$0	\$184,000	\$1,137,265
LSUA	Coughlin Hall Renovation	E-3	\$0	\$237,131	\$2,721,009	\$0	\$0	\$0	\$2,958,140	\$2,958,140
LSUA	Business and Education Building	N-1	\$0	\$1,291,579	\$12,915,788	\$0	\$0	\$0	\$14,207,367	\$14,207,367
LSUA	Library Flooring Replacement and Damage Repair	N-2	\$0	\$1,212,750	\$0	\$0	\$0	\$0	\$1,212,750	\$1,212,750
LSUA	Oakland Hall Renovation	N-3	\$0	\$383,119	\$3,888,938	\$912,450	\$364,875	\$0	\$5,549,382	\$5,549,382
	Totals		\$6,447,565	\$3,934,279	\$19,525,735	\$912,450	\$364,875	\$0	\$24,737,339	\$31,184,904
	Project Title	Inst. Priority	Previous Funding	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	5-Year Request	Total Cost
LSUE	Science Building Roof Replacement	E-1		\$562,850			\$0	\$0	\$562,850	\$562,850
LSUE	Science Building Renovations	N-1	\$0	\$1,040,177	\$11,579,442	\$600,000	\$0	\$0	\$13,219,619	\$13,219,619
LSUE	Natatorium Renovations	N-2	\$0	\$0	\$1,980,000		\$0	\$0	\$1,980,000	\$1,980,000
LSUE	Library Renovations	N-3	\$0	\$0	\$297,275	\$3,333,275	\$0	\$0	\$3,630,550	\$3,630,550
LSUE	H&PE Building Renovations	N-4	\$0	\$0	\$0	\$316,250	\$3,542,000	\$0	\$3,858,250	\$3,858,250
LSUE	Physical Plant/Central Receiving Facility	N-5	\$0	\$0	\$0	\$0	\$253,000	\$2,909,500	\$3,162,500	\$3,162,500
	Totals		\$0	\$1,603,027	\$13,856,717	\$4,249,525	\$3,795,000	\$2,909,500	\$26,413,769	\$26,413,769
	Project Title	Inst. Priority	Previous Funding	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	5-Year Request	Total Cost
LSUS	Health & PE Roof Replacement	E-1	\$0	\$800,000	\$0	\$0	\$0	\$0	\$800,000	\$800,000
LSUS	Technology Center Roof Replacement	E-2	\$0	\$450,000	\$0	\$0	\$0	\$0	\$450,000	\$450,000
LSUS	Disaster Recovery/Business Continuity-Remainder	E-3	\$0	\$130,000	\$1,170,000	\$0	\$0	\$0	\$1,300,000	\$1,300,000
LSUS	Central Plant Equipment Replacement	E-4	\$0	\$350,000	\$0	\$0	\$0	\$0	\$350,000	\$350,000
LSUS	New Student Housing	SG-7	\$0	\$16,500,000	\$0	\$0	\$0	\$0	\$16,500,000	\$16,500,000
LSUS	Land Acquisition	N-1	\$0	\$650,000	\$0	\$0	\$0	\$0	\$650,000	\$650,000
LSUS	Campus Wide Access Security	N-2	\$0	\$850,000	\$0	\$0	\$0	\$0	\$850,000	\$850,000
LSUS	Science Lab & Red River Watershed Management Instructional Facility	N-3	\$0	\$1,252,000	\$960,000	\$9,308,000	\$1,000,000	\$0	\$12,520,000	\$12,520,000
LSUS	Parking Lot, Street and Curb Repairs/ADA	N-4	\$0	\$340,000	\$0	\$0	\$0	\$0	\$340,000	\$340,000
LSUS	Library & Admin. Elevation Preservation & Sealing	N-5	\$0	\$0	\$85,000	\$0	\$0	\$0	\$85,000	\$85,000
LSUS	Bronson Hall Renovation	N-6	\$0	\$0	\$1,268,450	\$15,945,679	\$1,102,500	\$0	\$18,316,629	\$18,316,629
LSUS	Boiler Installation (B&E, BH, TC, UC)	N-7	\$0	\$0	\$500,000	\$500,000	\$500,000	\$500,000	\$2,000,000	\$2,000,000
LSUS	HPE Renovation and Expansion	N-8	\$0	\$0	\$1,152,900	\$897,000	\$8,979,100	\$500,000	\$11,529,000	\$11,529,000
LSUS	College of Education, Human Development Building	N-9	\$0	\$0	\$1,000,000	\$720,000	\$6,920,000	\$750,000	\$9,390,000	\$9,390,000
LSUS	Mass Communication/Digital Media/Fine Arts & Performing Arts Building	N-10	\$0	\$0	\$0	\$3,800,000	\$41,800,000	\$1,500,000	\$47,100,000	\$47,100,000
	Totals		\$0	\$21,322,000	\$6,136,350	\$31,170,679	\$60,301,600	\$3,250,000	\$122,180,629	\$122,180,629

	Project Title	Inst. Priority	Previous Funding	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	5-Year Request	Total Cost
PBRC	PBRC New Clinical Research Bldg, Imaging Center, & High-Tech Research Instrumentation & Equipment, Planning, & Construction	C-5	\$49,949,663	\$1,000,000	\$0	\$0	\$0	\$0	\$1,000,000	\$50,949,663
	Total		\$49,949,663	\$1,000,000	\$0	\$0	\$0	\$0	\$1,000,000	\$50,949,663
	Project Title	Inst. Priority	Previous Funding	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	5-Year Request	Total Cost
LSU BoS	Major Repairs and Deferred Maintenance of Buildings and Facilities	C-1	\$7,200,000	\$1	\$0	\$0	\$0	\$0	\$1	\$7,200,001
LSU BoS	Major Repairs and Deferred Maintenance of Buildings and Facilities	C-2	\$0	\$5,000,000	\$0	\$0	\$0	\$0	\$5,000,000	\$5,000,000
	Total		\$7,200,000	\$5,000,001	\$0	\$0	\$0	\$0	\$5,000,001	\$12,200,001
	<b>TOTAL ALL LSU CAMPUSES</b>		<b>\$365,859,688</b>	<b>\$210,660,035</b>	<b>\$127,924,546</b>	<b>\$104,384,947</b>	<b>\$116,840,475</b>	<b>\$114,331,500</b>	<b>\$674,141,503</b>	<b>\$1,040,001,191</b>

**LSU BOARD OF SUPERVISORS  
FY 2018-2019 Capital Outlay  
Recommendations In Priority Order**

2018-19 System Priority	Campus	Emergency Projects	FY 18-19	Total Project Cost
E-1	LSUA	Infrastructure Improvements	\$ 625,700	\$ 6,120,000
E-2	LSUA	Drainage Outfall	\$ 184,000	\$ 1,137,265
E-3	LSUS	Disaster Recovery - Business Continuity	\$ 130,000	\$ 1,300,000
E-4	LSU A&M	Main Campus Sewer Line Replacement	\$ 455,000	\$ 4,521,000
E-5	* LSUE	Science Building Roof Replacement	\$ 562,850	\$ 562,850
E-6	* LSUS	Health & PE Roof Replacement	\$ 800,000	\$ 800,000
E-7	* LSUS	Technology Center Roof Replacement	\$ 450,000	\$ 450,000
E-8	HSC-NO	Medical Education Building Laboratory Exhaust Upgrade	\$ 2,270,000	\$ 13,270,000
E-9	HSCD	Roof Replacement Administrative and Business Office	\$ 1,731,542	\$ 1,791,542
E-10	HSC-S	Medical School B-Building HVAC Replacement	\$ 5,100,000	\$ 5,100,000
E-11	LSUA	Coughlin Hall Renovation	\$ 237,131	\$ 2,958,322
E-12	* LSUS	Central Plant Equipment Replacement	\$ 350,000	\$ 350,000
E-13	HSC-S	Medical School 10th Floor B-Building HVAC Replacement	\$ 5,100,000	\$ 5,100,000
E-14	HSC-S	Medical School Roof Replacement (B/E Buildings)	\$ 700,000	\$ 700,000
E-15	HSC-S	Medical School Building Elevator Replacement	\$ 2,000,000	\$ 2,000,000
		<b>TOTAL EMERGENCY PROJECTS</b>	<b>\$ 20,696,223</b>	<b>\$ 46,160,979</b>
2018-19 System Priority	Campus	Self-Generated Projects	FY 18-19	Total Project Cost
SG-1	LSU A&M	Student Health Center Renovation	\$ 23,890,000	\$ 27,890,000
SG-2	LSU A&M	Louise Garig Hall Renovation	\$ 5,100,000	\$ 5,200,000
SG-3	LSU A&M	Enclose Corporation Canal	\$ 14,000,000	\$ 14,000,000
SG-4	* LSU A&M	Old President's House Renovations	\$ 1,700,000	\$ 1,700,000
SG-5	* LSUS	New Student Housing	\$ 16,500,000	\$ 16,500,000
		<b>TOTAL SELF-GENERATED PROJECTS</b>	<b>\$ 61,190,000</b>	<b>\$ 65,290,000</b>
* New First Year Request				

**LSU BOARD OF SUPERVISORS  
FY 2018-2019 Capital Outlay  
Recommendations In Priority Order**

2018-19 System Priority	Campus	Continuing Projects	FY 18-19	Total Project Cost
C-1	LSU A&M	Patrick F. Taylor Hall Renovations and Expansion	\$ 1	\$ 116,000,052
C-2	LSU A&M	Renovate Old Engineering Shops for Art Department	\$ 6,123,100	\$ 15,100,000
C-3	LSU A&M	Stephenson Veterinary Hospital	\$ 5,000,000	\$ 10,000,000
C-4	LSU A&M	Memorial Tower Renovations	\$ 4,000,000	\$ 8,000,000
C-5	LSU A&M	Choppin Hall Annex, Chemistry Lab Building	\$ 6,034,752	\$ 34,835,000
C-6	AGCENTER	Animal & Food Science Facilities Renovations and Modernizations	\$ 10,983,558	\$ 52,838,300
C-7	AGCENTER	Livestock Education Facility	\$ 2,805,780	\$ 5,400,000
C-8	HSC-NO	Interim Hospital Repurposing	\$ 44,500,000	\$ 59,000,000
C-9	LSU A&M	Nicholson Gateway - Infrastructure Improvements	\$ 1	\$ 3,695,101
C-10	LSU BoS	Major Repairs and Deferred Maintenance of Buildings and Facilities	\$ 1	\$ 7,200,001
C-11	HSC-S	Boiler Replacement	\$ 1	\$ 5,400,001
C-12	HSC-S	Patient Care HVAC Replacement	\$ 750,000	\$ 3,745,600
C-13	HSC-S	Capital Improvement Projects	\$ 1	\$ 5,000,001
C-14	HSC-S	Inpatient Critical Care	\$ 1	\$ 3,788,001
C-15	HSC-NO	Health Science Center Facility Renovations - Dental School Simulation Facility	\$ 470,500	\$ 31,650,000
C-16	LSU A&M	French House Renovation	\$ 1	\$ 5,323,701
C-17	HCSD	Emergency Room Expansion, University Medical Center	\$ 1	\$ 4,457,501
C-18	HCSD	Replacement of Air Handlers and Chillers, WO Moss	\$ 1	\$ 1,503,901
C-19	HCSD	New Emergency Generator & Chillers, UMC	\$ 1	\$ 3,106,001
C-20	HCSD	Air Handling Unit Replacement, Chabert	\$ 1	\$ 372,262
C-21	HCSD	Air Handler Replacement, Lafayette	\$ 87,599	\$ 1,489,899
C-22	PBRC	Pennington Biomedical Clinical Research Building, Imaging Center, and High-Tech Research Instrumentation Equipment	\$ 1,000,000	\$ 50,949,663
C-23	HSC-S	High Voltage Electrical Distribution System Upgrade	\$ 10,000	\$ 5,101,500
C-24	HSC-NO	Human Development Center	\$ 1	\$ 25,189,001
<b>TOTAL CONTINUING PROJECTS</b>			<b>\$ 81,765,301</b>	<b>\$ 459,145,486</b>
* New First Year Request				



**LSU BOARD OF SUPERVISORS  
FY 2018-2019 Capital Outlay  
Recommendations In Priority Order**

2018-19 System Priority	Campus	New Projects	FY 18-19	Total Project Cost
N-1	* LSU BOS	Major Repairs and Deferred Maintenance	\$ 5,000,000	\$ 5,000,000
N-2	HSC-NO	Dental School Mechanical, Electrical Systems	\$ 1,200,000	\$ 10,000,000
N-3	LSU A&M	H.P. Long Field House Renovation	\$ 1,800,000	\$ 25,000,000
N-4	LSUA	Business and Education Building	\$ 1,291,579	\$ 14,207,367
N-5	* LSU A&M	Strategic Capital Plan- Deferred Maintenance and Major Repairs for Buildings	\$ 22,000,000	\$ 110,000,000
N-6	* LSU A&M	Strategic Capital Plan- Deferred Maintenance for Infrastructure and Streets	\$ 8,000,000	\$ 40,000,000
N-7	* LSUS	Campus Wide Access Security	\$ 850,000	\$ 850,000
N-8	LSU A&M	Fire & Emergency Training Institute Renovation & Addition	\$ 750,000	\$ 750,000
N-9	LSUE	Science Building Renovation	\$ 1,040,177	\$ 13,219,619
N-10	LSUA	Library Flooring Replacement and Damage Repair	\$ 1,212,750	\$ 1,212,750
N-11	LSUA	Oakland Hall Renovation	\$ 383,119	\$ 5,549,382
N-12	HSC-S	Student Study & Wellness Center	\$ 500,000	\$ 3,000,000
N-13	LSUS	Land Acquisition	\$ 650,000	\$ 650,000
N-14	HSC-NO	Elevated Walkway Structural ADA and Lighting Improvement	\$ 350,000	\$ 4,150,000
N-15	* HSC-NO	Lions Eye Building Reroofing & Waterproofing	\$ 300,000	\$ 3,075,000
N-16	HCS	Underground Plumbing, Sewer and Storm Line	\$ 88,886	\$ 888,861
N-17	* LSUS	Science Lab & Red River Watershed Management Instructional Facility	\$ 1,252,000	\$ 12,520,000
N-18	* LSUS	Parking Lot, Street and Curb Repairs/ADA	\$ 340,000	\$ 340,000
		<b>TOTAL NEW PROJECTS</b>	<b>\$ 47,008,511</b>	<b>\$ 250,412,979</b>
<b>TOTAL ALL CAMPUSES</b>			<b>\$ 210,660,035</b>	<b>\$ 821,009,444</b>
* New First Year Request				



**Request from LSU A&M to Authorize the President to Execute a Lease Agreement for Construction of Tiger Stadium South Plaza Bowl Victory Recognition with Tiger Athletic Foundation**

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

**Date: September 8, 2017**

Pursuant to Article VII, Section 9, A.3 and A.5(i) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a “significant board matter”:

- A.3 The lease of any immovable property
- A.5(i) Any contract for construction or capital improvements on immovable property of the Board where the construction cost is projected to be greater than \$1 million

**1. Summary of the Matter**

Tiger Athletic Foundation (“TAF”) requests consideration and approval to lease the South Plaza of Tiger Stadium, located between the south exterior of Tiger Stadium and South Stadium Drive, to TAF for the purpose of permitting TAF to construct LSU Football Bowl Victory Recognition exhibits and perform related improvements (the “Work”) at TAF’s cost and in strict accordance with plans and specifications approved by LSU and applicable LSU policies and procedures.

The proposed lease would be effective as of December 1, 2017, and terminate on August 1, 2018, or donation of the completed Work to LSU, whichever is earlier, unless extended upon written consent by the President of LSU.

**2. Review of Business Plan**

TAF has sufficient accumulated funds and private contributions that may be used for the purpose of paying expenses incurred by TAF for design and construction of the Work.

**3. Fiscal Impact**

The cost of the Work is estimated at less than One Million Six Hundred Thousand Dollars (\$1,600,000), including design, construction and contingency. The estimated cost of the Work may be increased only with the written consent of TAF and the LSU Representative. All costs and expenses shall be paid by TAF from private funds.

**4. Description of Competitive Process**

Following the completion of construction documents, competitive bids will be solicited from qualified contractors.

**5. Review of Legal Documents**

Before execution by the President, all legal documents will be reviewed by LSU for legal sufficiency and compliance with LSU policies, procedures, and practices. Pursuant to the terms of the attached Lease, Board will grant to TAF and its contractors rights of access and use of LSU property for the sole purpose of permitting the Work. Lease provisions include requirements that: construction must be at TAF’s expense; contractors must be licensed in Louisiana and provide labor and materials payment

bonds for the full amount of the construction contract naming TAF and the Board as dual-obligees; unless waived by the LSU Representative, contractors must provide specific insurance in certain minimum amounts naming the Board and TAF as additional insureds; and, Plans and Specifications must be approved by the LSU Representative prior to commencement of construction.

**6. Parties of Interest**

Board, LSUA&M and Tiger Athletic Foundation, are the primary parties in interest.

**7. Related Transactions**

N/A

**8. Conflicts of Interest**

None

**ATTACHMENTS**

- I. Transmittal Memo
- II. Draft Lease Agreement for Construction of Tiger Stadium South Plaza Bowl Victory Recognition (Available on the Board of Supervisors website)

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College authorizes the President of LSU, F. King Alexander, or his designee, to execute a Lease to Tiger Athletic Foundation in order to facilitate construction of LSU Football Bowl Victory Recognition Exhibits and related improvements and to execute related agreements as may be reasonably necessary to facilitate the project, and to include in such lease and related agreements such terms and conditions as he deems to be in the best interests of LSU; AND

**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;



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**CAMPUS CORRESPONDENCE**

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**To:** F. King Alexander, President of LSU **Date:** August 7, 2017

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

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

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

**Re:** Request from LSU A&M to Authorize the President to Execute a Lease Agreement for  
Construction of Tiger Stadium South Plaza Bowl Victory Recognition with Tiger Athletic  
Foundation

LSU is requesting approval from the Board of Supervisors to execute a lease agreement for construction of the Tiger Stadium South Plaza Bowl Victory Recognition with Tiger Athletic Foundation.

It is requested that the resolution and the accompanying documents be forwarded to the Board of Supervisors for placement on their September 8, 2017 meeting agenda.

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

**LEASE AGREEMENT FOR CONSTRUCTION OF  
TIGER STADIUM SOUTH PLAZA BOWL VICTORY RECOGNITION**

**THIS LEASE AGREEMENT FOR CONSTRUCTION OF TIGER STADIUM  
SOUTH PLAZA BOWL VICTORY RECOGNITION** (herein "Lease") is entered into as of  
the dates indicated on the attached Acknowledgments, 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, in his capacity as President of LSU, duly  
authorized and empowered by resolution of said Board of Supervisors (hereinafter  
referred to as "Board"),

and

**TIGER ATHLETIC FOUNDATION**, a Louisiana non-profit corporation  
organized and existing under the laws of the State of Louisiana, domiciled in the  
Parish of East Baton Rouge, herein appearing through and represented by Richard  
B. Perry, its duly authorized President and Chief Executive Officer (hereinafter  
referred to as "Foundation"),

provides as follows:

**WITNESSETH**

**WHEREAS**, Foundation is a private non-profit Louisiana corporation described in  
Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, whose tax exempt purpose  
is to support the mission and programs of Louisiana State University and Agricultural and  
Mechanical College ("University"), a higher education institution under the management and  
supervision of Board;

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

**WHEREAS**, Board is the owner of the immovable property including but not limited to that area on the campus of Louisiana State University and Agricultural and Mechanical College in Baton Rouge, Louisiana known as the South Plaza, located between the south side of Tiger Stadium and South Stadium Drive as further described on Exhibit “A” (the “Land”);

**WHEREAS**, Foundation desires to lease the Land for the purpose of constructing LSU Football bowl victory recognition exhibits and related improvements, all at Foundation’s expense and in accordance with design standards established by the Board and/or University, and Board desires to grant Foundation such a lease and limited rights of use and access in order to facilitate construction of such improvements; and,

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

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

**CERTAIN TERMS DEFINED**

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

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

“**Construction Contract**,” refers to one or more agreements for the construction of the Improvements entered into by and between the Foundation and the Contractor, including all

amendments, modifications, exhibits, schedules, supplements and change orders to all such agreements.

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

“**Effective Date**,” refers to December 1, 2017, or the date upon which all of the following have occurred, whichever is later: (a) this Lease is executed and delivered by the parties hereto; (b) all necessary approvals of this Lease, as required by Applicable Laws, are obtained; and, (c) the final Plans and Specifications have been approved and a Authorization to Proceed has been authorized and issued in accordance with the terms of this Lease, including but not limited to Section 4.1B.

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

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

“**Improvements**,” refers to the improvements and related work to be made by Foundation in accordance with the Plans and Specifications and the terms of this Lease, said improvements including, but not limited to, the construction of LSU Football bowl victory recognition exhibits and related improvements on the Land.

“**LSU**” refers to the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, including the campus of the Board at which the Work is to be performed.

“**LSU Representative**,” refers to the President of LSU or the Executive Vice President for Finance and Administration and CFO of LSU acting as the President’s designees. With respect to matters involving construction and design, including, without limitation, approvals of Plans and Specifications, Construction Contracts, Change Orders, Notices to Proceed, Punch Lists, and Substantial Completion, the term LSU Representative shall refer to the LSU Associate Vice President for Facilities and Property Oversight.

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

“**LSU Construction Monitor**,” one or more persons designated and authorized from time to time by the Associate Vice President for Facilities and Property Oversight to monitor Foundation’s construction progress during the construction phase of the Improvements or any other Work who shall be either a licensed architect or a licensed engineer. The initial LSU Construction Monitor shall be LSU’s Director of Planning, Design and Construction.

“**Payment and Performance Bonds,**” refers to payment and performance bonds required in connection with performance of the Work and described in Section 4D of this Lease.

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

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

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

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

1.

**AGREEMENT TO LEASE**

For and in consideration of One Hundred (\$100) Dollars and other good and valuable consideration, Board hereby leases the Land to Foundation, and hereby grants to Foundation such rights of use and access as are necessary for Foundation to perform the Work. Unless otherwise agreed to in writing by Foundation and Board, this Lease, including all rights of use and access for construction purposes, shall terminate upon the earlier of; (a) termination of this Lease in accordance with the provisions hereof; (b) donation of the Improvements to Board as provided for herein; or (c) August 1, 2018, unless extended in accordance with the terms of this



Lease.

**2.**

**AGREEMENT TO CONSTRUCT AND DONATE IMPROVEMENTS**

Foundation agrees to construct the Improvements in accordance with the Plans and Specifications and to donate the Improvements to Board after completion of the Work. It is estimated that the total cost to design and construct the Improvements, will not exceed One Million Six Hundred Thousand and 00/100 Dollars (\$1,600,000.00), all of which cost and expense shall be paid by Foundation from accumulated funds or private contributions. The amount estimated for costs and expense may be increased with the written consent of Foundation and the LSU Representative, subject to the requirements of Subsections 4.1.A and 4.1.J hereof.

**3.**

**USE OF PREMISES**

Foundation may use the Land only for construction of the Improvements. Foundation shall not use the Land for the sale, distribution, storage, transportation or handling of petroleum or other similar synthetic products. Foundation shall not make any use of the Land in violation of any Applicable Laws, and shall not permit any contamination or pollution on or about the Land or increase the fire or insurance hazard by any use thereof. Before beginning any Work on the Land, Foundation shall obtain any permits required by the State of Louisiana, the Parish of East Baton Rouge and the United States of America or any of their subdivisions or departments. Foundation shall not install or otherwise place storage tanks in or on the Land without the LSU Representative's prior written consent which, in addition to any other conditions required by the LSU Representative, shall be subject to the condition that any such tanks shall be located on a

concrete slab and shall be surrounded by a retaining wall that will retain the products stored in the tanks in the event of any spill, discharge, leak, overflow, or other release.

4.

**CONSTRUCTION**

4.1 At its sole cost and expense, Foundation shall construct the Improvements in a good and workmanlike manner, in accordance with the following provisions:

A. Plans and Specifications/Change Orders

At least thirty (30) days prior to commencement of any construction, proposed final plans and specifications approved by the LSU Construction Monitor shall be delivered to the LSU Representative for his review. The LSU Representative shall approve or disapprove such proposed final plans and specifications in writing within thirty (30) days of receipt thereof. Any request for change orders to the Plans and Specifications or to the Construction Contract shall be made to the LSU Representative, who shall approve or disapprove such request in writing within ten (10) working days of having received such request from the Foundation. Any change in work and materials relating to construction of the Improvements which either (1) materially alters the exterior appearance of the Improvements, or (2) materially alters the quality of materials or the interior appearance of any buildings forming part of the Improvements and costs more than Fifty Thousand and 00/100 Dollars (\$50,000.00), is subject to the prior review and approval of the LSU Representative, which approval shall not be unreasonably withheld, delayed or conditioned. Foundation shall notify the LSU Representative in writing of any such proposed changes in work or materials, and provide to the LSU Representative copies of the proposed changes, and the LSU Representative shall either approve or disapprove any such changes within seven (7) Business Days after receipt of such notice from Foundation. If the LSU Representative fails to respond within such seven (7) day period, it shall be deemed that LSU approves such changes. Notification to the LSU Representative shall include copies of proposed change orders approved by the Contractor, the Architect, the Foundation and the LSU Construction Monitor, and shall further include sufficient information for the LSU Representative to make a determination whether to approve or disapprove such changes in the Work or materials. Complete copies of all final change orders shall be provided to the LSU

Representative no later than the commencement of the Work represented by the change order, even if LSU Representative approval is not required. Changes in work or materials relating to construction of the Improvements not required to be submitted to the LSU Representative by this section shall be submitted in writing (unless written submission is waived by the LSU Construction Monitor) to and received by the LSU Construction Monitor who shall either approve or disapprove any such changes within two (2) Business Days after receipt of such request and copies of the proposed changes from Foundation. If the LSU Construction Monitor fails to respond within such two (2) Business Day period, it shall be deemed that he approves such changes.

No change order to the Construction Contract which materially and substantially deviates from the Construction Contract as originally approved shall be implemented without the prior written consent of the LSU Representative.

B. Commencement and Completion of Work

Unless delayed by Force Majeure, at its own expense, Foundation agrees to: (1) commence the Work on or before December 1, 2017, or within thirty (30) days after the LSU Representative has issued a written authorization to proceed, whichever is later; and (2) make best reasonable efforts to achieve Substantial Completion of all Work on or before April 1, 2018, but in any event to complete all Work on or before August 1, 2018. No work shall commence until the LSU Representative has issued a written authorization to proceed and written approval to the final proposed plans and specifications. The commencement and completion dates set forth herein may be extended by a written request issued by the Foundation and approved in writing by the LSU Representative.

C. Construction Contract

The Work shall be performed on behalf of Foundation pursuant to the terms of the Construction Contract. Foundation shall not enter into a proposed Construction Contract without the prior written approval of the LSU Representative. The LSU Representative shall approve or

disapprove the proposed final contract within ten (10) days of receipt from Foundation. Where appropriate, the Construction Contract and Payment and Performance Bonds shall be recorded properly with the Clerk of Court of East Baton Rouge Parish prior to commencement of the Work. Foundation shall include a liquidated damages clause acceptable to the LSU Representative in the proposed Construction Contract. Board and Foundation hereby acknowledge the following, and, to the extent practically and legally possible, the Construction Contract and all subcontracts entered into by the Contractor shall acknowledge expressly that they have been informed of the following:

- (i) The Work will be performed solely and exclusively for Foundation.
- (ii) Foundation is a separate legal entity from University and Board. It is not acting as agent for University or Board, and Foundation has no authority to obligate University or Board to any extent whatsoever.
- (iii) Neither Board nor the State of Louisiana shall be liable, directly or indirectly, for the payment of any sums whatsoever or for the performance of any other obligation whatsoever arising out of the Work performed pursuant to this Lease.
- (iv) Foundation has no ownership interest in the Land on which the Work will be performed. Any improvements placed on the Land shall become property of Board upon completion of the Work. The Work shall not give rise to any rights against the Land or Board.
- (v) It is understood and agreed that the Board, its members, employees and agents including but not limited to the LSU Representative and the

LSU Construction Monitor, shall owe no legal duty to or assume any liability or responsibility to any party as a result of or in connection with any consent, approval or review given or undertaken in connection with the Work. No party shall infer, based on any consent, approval or review given or undertaken by the Board, its members, employees and agents including but not limited to the LSU Representative and the LSU Construction Monitor, agreement with or endorsement of the particular matter at issue; rather, such consent, approval or review shall only be deemed to indicate “no objection” to the particular matter at issue.

D. Payment and Performance Bonds

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

E. Rights Concerning the Land During Construction

To the extent necessary, Foundation and the Contractor shall have the right to occupy and use the Land, with reasonable ingress to and egress from the Land, during the term of this Lease and, with the prior written consent of the LSU Construction Monitor, shall fence or block off that area of the Land necessary to perform the Work in a safe and secure manner. Except for unknown or unforeseen and unforeseeable defects, Foundation assumes all responsibility for the condition of the Land during the term of this Lease. Foundation and the Contractor shall maintain Land and any improvement or construction thereon in a reasonably prudent manner at

all times until the Work is accepted by the LSU Representative and donated to the Board. Board shall not be responsible for any maintenance or repairs to the Land or the Work during the term of this Lease. The LSU Construction Monitor and the LSU Representative and any other individuals authorized by the LSU Representative shall at all times have access to the Land and the exercise of all rights as owner except as otherwise provided herein, even those not specifically acknowledged herein. Foundation accepts the Land for the purposes herein outlined without any warranty of title or recourse whatsoever against Board.

F. Access over Adjoining Property during Construction

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

G. LSU Rules and Regulations; Access During Construction

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

#### H. Signage

Before erecting or placing any sign upon the Land or the Improvements, Foundation shall submit the design specifications of such sign to the LSU Construction Monitor for approval. Foundation may only erect or place signage hereunder if it has obtained the prior written approval of the University Construction Monitor.

#### I. Acceptance of Construction

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

#### J. Funds for Construction

At the LSU Representative's request, prior to the commencement of the Work, Foundation shall satisfy the LSU Representative that the total amount of money needed to complete the Work, has been collected or acquired by the Foundation and is dedicated to that use. At the LSU Representative's sole option, Foundation may be required to provide a letter of

credit, a performance bond, or a dedicated escrow account to guarantee its performance.

K. On Site Construction Inspector

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

L. Inspection and Survey

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

M. No Liens; Release of Recorded Liens

Foundation shall not suffer or permit any liens to be enforced against the Land or Board by reason of a failure to pay for any work, labor, services or materials supplied or claimed to have been supplied to Foundation or to anyone through or under the Foundation. If any such liens shall be recorded against the Land, Foundation shall cause the same to be released of record, or in the alternative, if the Foundation in good faith desires to contest the same, Foundation shall be privileged to do so, but in such case, Foundation shall promptly deposit with the Recorder of Mortgages of East Baton Rouge Parish a bond guaranteeing payment of any such liens and hereby agrees to indemnify, defend with an attorney of the LSU Representative's choice, and save Board harmless from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure on said lien, cause the same to be discharged and released prior to the execution of such judgment.



**INSURANCE**

5.1 Unless otherwise approved in writing by the LSU Representative, during the Work and prior to the donation of the Improvements to Board, Foundation shall maintain or require the Contractor to maintain the following:

A. Builder's Risk Insurance

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

B. General Liability and Property Damage Insurance

Foundation and its contractors, before commencing any construction, shall procure such comprehensive liability and property damage insurance, including insurance for the operation of motor vehicles, which will cover Foundation's, Board's and the Architect's legal liability arising out of the construction performed by Foundation or any of its contractors or subcontractors and by anyone directly or indirectly employed by either of them, for claims for damages for personal injury, including accidental death, as well as claims for property damage, including but not limited to damage to surrounding buildings, which may arise from operations

for the construction of the Work, with minimum limits of liability of Two Million (\$2,000,000.00) dollars per occurrence and Five Million (\$5,000,000.00) dollars general aggregate. Foundation shall also require its contractors and subcontractors to have in full force and effect a policy of workmen's compensation and employer's liability insurance before proceeding with the construction under this Lease. Written evidence of such insurance shall be provided to the LSU Representative prior to commencement of the Work.

C. Architect's Design, Errors and Omissions

Upon execution of this Lease, Foundation shall provide the LSU Representative with evidence that the Architect has procured architect's design, errors and omissions insurance coverage for the Work in an amount acceptable to the LSU Representative, and Board shall be named as an additional insured on said policy.

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

A. Required Insurance Shall Be Primary

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

B. Failure to Comply With Reporting Requirements

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

C. Application of Multiple Policies

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

D. No Release

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

E. No Recourse

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

F. Excess Insurance

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

G. Deductibles and SIR's

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

H. No Special Limitations

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

I. Licensed Louisiana Insurers

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

J. Occurrence Based Policies

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

K. Verification of Coverage

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

of the Foundation at the Foundation's commercially reasonable cost and expense. Failure of the Foundation to purchase and/or maintain, either itself or through its contractor(s), any required insurance, shall not relieve the Foundation from any liability or indemnification hereunder.

L. Additional Insureds

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

M. Additional Insurance

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

N. Blanket Policies

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

O. Limitation on Liability

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

6.

**DONATION OF IMPROVEMENTS AND TITLE TO IMPROVEMENTS**

6.1 Foundation agrees to donate the Improvements to Board after (a) final acceptance of all Work by Foundation and written approval by the LSU Representative of said final acceptance, and (b) the delivery to the LSU Representative of either (i) a clear lien certificate as to the Work, which certificate has been obtained from the proper parish clerk's office or (ii) evidence that any liens against the Improvements have been adequately bonded. Unless otherwise agreed to in writing by the LSU Representative and Foundation, the Work shall not be donated to Board until the events in both (a) and (b) of this paragraph have occurred; however, for good cause as determined by the LSU Representative in his sole discretion, the Work may be donated to Board following Substantial Completion subject to Foundation's obligation to satisfactorily complete any outstanding punch list items and satisfy any outstanding liens and payment obligations relating to the Work. If the Architect for the Work recommends final acceptance of the Work by Foundation, the LSU Representative shall not unreasonably refuse to approve final acceptance by Foundation. Unless otherwise agreed to in writing by the LSU Representative and Foundation, use and/or occupancy of the Improvements shall be prohibited until the Improvements have been donated by Foundation to Board.

6.2 Upon fulfillment of the conditions set forth in paragraph 6.1 (a) and 6.1 (b) hereof, the Improvements shall be donated to and title and ownership to said Improvements shall be transferred to and shall become owned by Board. Said donation shall occur concurrently with final fulfillment of the conditions set forth in paragraph 6.1 (a) and 6.1 (b), and, upon said donation, Foundation shall have no further responsibilities, obligations or liabilities with regard to the completed Improvements, Land or the Work except as otherwise specifically set forth herein. Foundation shall bear the risk of loss with respect to the Improvements until acceptance

of the donation by the LSU Representative; provided, however, Foundation's risk shall be limited to available insurance proceeds. Furthermore, prior to such donation, Foundation shall obtain guarantees and warranties from the contractor or contractors and suppliers of equipment, which guarantees and warranties shall be assigned to and shall run in favor of Board upon the donation of the Improvements, provided, however, Foundation itself shall make no warranty as to the condition of the Work. To the extent that such terms are available on commercially reasonable terms, guarantees and warranties for the construction and completion of the Improvements shall run from the later of (1) the fulfillment of the conditions set forth in paragraph 6.1 or (2) the full execution of the donation of the Improvements from the Foundation to Board or (3) occupancy for the purposes set forth herein (the "Warranty Commencement Date"), which warranties shall include but not be limited to the following items and periods if available:

- (a) For ten (10) years following the Warranty Commencement Date, all defects in materials and workmanship;
- (b) For ten (10) years following the Warranty Commencement Date, all plumbing, electrical, heating, cooling and ventilating systems; and
- (c) For the length of manufacturers' warranties, all appliances and equipment.

6.3 Upon fulfillment of the conditions set forth in Paragraph 6.1 hereof the parties agree to execute any and all documents necessary to effectuate the donation and the acceptance thereof on behalf of Board. The parties will record the donation and acceptance in the records of the parish in which Land is located.

6.4 Notwithstanding anything contained in this Lease, at all times Board shall have the absolute right to terminate this Lease on thirty (30) days' written notice to Foundation. Upon such termination either Board shall take title to the Improvements, or Board, at its option, may

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

7.

**INDEMNIFICATION**

7.1 Foundation, for itself and for its successors, assigns, agents, contractors, employees, invitees, customers and licensees, agrees to indemnify, defend and to hold Board harmless against any loss for damages or injuries that may be suffered by Board or by any person, including but not limited to Foundation's agents, contractors, employees, invitees and licensees, to the extent such loss arises out of or is related to the Work, except with respect to acts or omissions by Board's members, officers and employees unless said members, officers and employees are acting at the direction or request of the Foundation, and Foundation agrees to defend Board with an attorney of Board's choice in any legal action against it and pay in full and satisfy any claims, demands or judgments made or rendered against Board, and to reimburse Board for any legal expenses, including attorney's fees and court costs, which may be incurred by it in defense of any claim or legal action arising thereunder, but Foundation's costs and expenses incurred in fulfilling this indemnity and defense shall, to the extent allowed by Applicable Laws, be limited to insurance proceeds which are available for this purpose.

7.2 To the extent allowed by Applicable Laws, Board, agrees to indemnify, defend and hold Foundation harmless against any loss for damages or injuries that may be suffered by



Foundation or by any person including but not limited to Board's agents, contractors, employees, invitees, and licensees, except if any of such persons are acting at the direction or request of the Foundation, to the extent that such loss, damage or injuries arise out of or are related to the fault or negligence of Board, its members, employees, or officers, and Board agrees to defend Foundation in any legal actions against it and, to the extent allowed by law, pay in full and satisfy any claims, demands or judgments made or rendered against Foundation, and to reimburse Foundation for any legal expenses, including attorneys fees and court costs, which may be incurred by it in defense of any claim or legal action arising thereunder; provided, however, that Board's costs and expenses incurred in fulfilling this indemnity and defense shall be limited to proceeds from the Office of Risk Management which are available for this purpose.

**8.**

**TERMINATION**

This Lease shall terminate upon donation of the Improvements to Board and acceptance by Board of said donation as set forth in paragraph 6.1(a), 6.1(b) and 6.2 hereof, or at the latest on December 31, 2017. This Lease may be extended by written consent of both parties, which consent may be granted by the LSU Representative.

**9.**

**NOTICES**

All notices, demands and correspondence made necessary by the provisions of this Lease shall be deemed to be properly given, served and addressed, if and when sent by certified mail, return receipt requested, directed as follows:

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

Foundation: Tiger Athletic Foundation  
Attention: Richard B. Perry, President and CEO  
Pete Maravich Assembly Center  
North Stadium Drive  
P.O. Box 711  
Baton Rouge, LA 70821

**10.**

**FOUNDATION DEFAULT**

10.1 Board may declare Foundation in default upon one or more of the following events:

A. Failure to Timely Commence or Complete.

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

B. Deviation From Approved Plans and Specifications.

A substantial deviation, unauthorized in writing by the LSU Representative, from the plans and specifications for the Work approved by the LSU Representative, which deviation has continued for a period of thirty (30) days after receipt of written notice from the LSU

Representative specifying such failure and requesting that it be remedied; or

C. Breach of Lease Covenants.

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

D. Taking of Improvements.

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

E. Involuntary Bankruptcy.

A court having jurisdiction shall enter an order for relief in any involuntary case commenced against Foundation, as debtor, under the Federal Bankruptcy Code, as now or hereafter constituted, or the entry of a decree or order by a court having jurisdiction in the premises appointing a custodian, receiver, liquidator, assignee, trustee, sequestration, or other similar official of or for Foundation or any substantial part of the properties of Foundation or ordering the winding up or liquidation of the affairs of Foundation, and the continuance of any such decree or order unstayed and in effect for a period of 90 consecutive days; or

F. Voluntary Bankruptcy.

The commencement by Foundation of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or the consent or acquiescence by Foundation to the commencement of a case under such Code or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestration, or other similar official of or

for Foundation or any substantial part of the properties of the Foundation; or

G. Abandonment of Project.

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

10.2 Whenever any event of default referred to in this section shall have occurred and be continuing and Foundation refuses or fails to take the reasonable and necessary remedial action to cure such default in the time period specified therefor, in addition to any other remedies herein or by law provided, Board shall have the right, without any further demand or notice, to declare this Lease terminated. In the event of the termination of this Lease, Foundation expressly waives any notice to vacate. Furthermore, in the event of the termination of this Lease during the Work, Board shall be the owner of all improvements made on or to the Land, provided, however, at Board's sole option and direction, in the event of the termination of this Lease during the Work, Foundation shall transfer any Improvements constructed pursuant to the Lease, its rights and obligations under this Lease and any funds (subject to applicable donor restrictions and the terms of any valid and perfected liens, pledges and security interests) Foundation has dedicated to complete the construction of the Improvements to another non-profit corporation or entity which meets the requirements of La. R.S. 17:3390 and which is acceptable to Board.

**11.**

**BOARD DEFAULT**

Foundation may declare Board in default upon the failure of Board to observe or perform

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

**12.**

**MISCELLANEOUS**

12.1 Relationship of Parties.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the parties hereto.

12.2 Attorneys Fees.

The prevailing party to the extent allowed by law shall be entitled to receive reimbursement for its reasonable attorneys' fees and costs of suit.

12.3 Louisiana Law to Apply.

This Lease shall be construed under and in accordance with the laws of the State of Louisiana, and all obligations of the parties created hereunder are performable in East Baton Rouge Parish, Louisiana.

12.4 Nonwaiver.

No waiver by Board or Foundation of a breach of any of the covenants, conditions, or restrictions of this Lease shall constitute a waiver of any subsequent breach of any of the covenants, conditions, or restrictions of this Lease. The failure of Board or Foundation to insist in any one or more cases upon the strict performance of any of the covenants of the Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant or option. No waiver, change, modification or discharge by Board or Foundation of any provision of this Lease shall be deemed to have been made or shall be effective unless expressed in writing and signed by the parties hereto.

12.5 Severability.

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

12.6 Authorization.

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

12.7 Use of Name, Logos or Marks.

Neither party shall make use of the other party's name, logo or marks without its

prior written consent.

12.8 Amendment.

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

12.9 Assignment and Mortgage.

Foundation shall not assign this Lease or any part hereof without the prior written consent of the LSU Representative, and any attempt of assignment without the prior written consent of the LSU Representative shall be null and void as to Board. Furthermore, Foundation may not mortgage or encumber its rights in or arising out of this Lease or any rights it has or might have in the Land, the Improvements or the Work without the prior written consent of the LSU Representative, and any attempt to mortgage or encumber without the prior written consent of the LSU Representative shall be null and void as to Board.

12.10 Books, Records and Audit.

The books, accounts and records of Foundation which pertain directly to the Work and construction of the Improvements shall be maintained at the principal office of Foundation. Board may at its option and at its own expense during customary business hours, conduct internal audits of the books, bank accounts, records and accounts of Foundation and its contractor(s) to the extent necessary to verify compliance with this Lease or insofar as said books, bank accounts, records and accounts directly relate to Foundation's performance of its obligations under this Lease. Audits may be made on either a continuous or periodic basis or both and may be conducted by employees of Board, by independent auditors retained by Board

to conduct such audit, or by the Louisiana Legislative Auditor, but any and all such audits shall be conducted without materially or unreasonably or unnecessarily interrupting or interfering with the normal conduct of business affairs of the Foundation.

12.11 Successors and Assigns.

All of the covenants, agreements, terms and conditions to be observed and performed by the parties hereto shall be applicable to and binding upon their respective successors and assigns including any successor by merger or consolidation of University or Board into another educational institution or governing body.

12.12 Notice of Lease.

Foundation agrees not to record this Lease. At the Foundation's request, the parties will execute a Notice of Lease for recording in the records of East Baton Rouge Parish, and the cost of recording will be borne by Foundation.

12.13 LSU Representative.

In addition to any other individuals specifically authorized in writing by the President of LSU System to act as the LSU Representative, the LSU Associate Vice President for Facility and Property Oversight is hereby authorized to act as the LSU Representative. It is understood and agreed that the Board, its members, employees and agents including but not limited to the LSU Representative and the LSU Construction Monitor, shall owe no legal duty to or assume any liability or responsibility to any party as a result of or in connection with any consent, approval or review given or undertaken in connection with this Lease or the Work. No party shall infer, based on any consent, approval or review given or undertaken by the Board, its members, employees and agents including but not limited to the LSU Representative and the



LSU Construction Monitor, agreement with or endorsement of the particular matter at issue; rather, such consent, approval or review shall only be deemed to indicate “no objection” to the particular matter at issue.

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

12.15 Entire Agreement.

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

[Signature Page for Lease Agreement for Construction of  
Tiger Stadium South Plaza Bowl Victory Recognition]

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease as of the

dates indicated on the attached Acknowledgments.

WITNESSES:

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

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

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

**TIGER ATHLETIC FOUNDATION**

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

By: \_\_\_\_\_  
Richard B. Perry, President and CEO

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

ACKNOWLEDGMENT

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

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

WITNESSES:

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

\_\_\_\_\_  
F. King Alexander  
President of LSU

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**ACKNOWLEDGMENT**

**BE IT KNOWN** that on this \_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned Notary Public, duly commissioned and qualified in and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared Richard B. Perry, appearing herein in his capacity as President and Chief Executive Officer of Tiger Athletic Foundation, a charitable organization, who, being by me and first duly sworn, declared and acknowledged to me, Notary, that he executed the above and foregoing instrument on behalf of said corporation with full authority of its Board of Directors and that said instrument is the free act and deed of said Foundation and was executed for the uses, purposes and benefits therein expressed.

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

WITNESSES:

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

\_\_\_\_\_  
Richard B. Perry, President and CEO

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT "A"**  
PROPERTY DESCRIPTION



**Request to Authorize an Intent to Lease Agreement with the  
LSU Real Estate and Facilities Foundation for the  
Charity Hospital Redevelopment Project**

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

**Date: September 8, 2017**

This is a significant board matter pursuant to Article VII, Section 9 of the Board's Bylaws:

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

A.3 The lease of any immovable property.

**1. Summary of the Matter**

Charity Hospital in New Orleans has been unoccupied since it was evacuated in the aftermath of Hurricane Katrina in 2005, costing the LSU Health Sciences Center – New Orleans over \$1 million annually to maintain. With the construction of the University Medical Center, Charity is no longer needed as a hospital, and multiple studies have confirmed that it is not feasible to restore it as a functioning hospital. Various studies for alternative uses of the Charity Hospital building have been conducted by both public and private entities, but these not been comprehensive and have not yielded consistent recommendations.

The current abandoned and deteriorating state of the Charity Hospital building is significantly hindering the continued development and revitalization of the New Orleans medical district. As the owner of Charity Hospital, LSU must take effective action to find a new use for the building and find a commercial partner who can transform the building for the ultimate benefit of the LSU Health Sciences Center – New Orleans and the entire New Orleans medical district.

LSU will plan for and implement the redevelopment of the Charity Hospital building using an Intent to Lease mechanism modeled after the successful LSU Nicholson Gateway Project. The LSU Real Estate and Facilities Foundation (REFF) will manage the extensive process of formulating a redevelopment plan and recommending the terms of a lease agreement with a private developer to the LSU Board of Supervisors. If the Board approves of the deal terms, negotiated by the REFF, the Board would then enter into a lease agreement with the REFF, or a special purpose entity created by REFF, which in turn would sublease the Charity Hospital building and grounds to the selected developer.

After the Intent to Lease Agreement is executed, the REFF will create a Project Management Committee (PMC) made up of stakeholders from LSU, the REFF, the LSU Foundation, the LSUHSC-NO Foundation, the State of Louisiana, and the New Orleans community. The PMC will engage several experts to help plan for the redevelopment and will ultimately recommend to the LSU Board of Supervisors a comprehensive plan and set of legal agreements to accomplish the redevelopment.

As the first step, the REFF, led by the PMC, will engage the Urban Land Institute (ULI) to conduct a comprehensive land use survey of the property and the surrounding neighborhood. ULI is a leading international nonprofit research and education organization founded in 1936 with the mission "to provide leadership in the responsible use of land and in creating and sustaining thriving communities worldwide." (<https://americas.uli.org/about-uli/mission-priorities/>) The ULI will, in essence, create a master plan

for the redevelopment, taking into account the needs and perspectives of LSU, the New Orleans Medical District, and the broader urban community.

The PMC will also, through a competitive process, recommend that REFF engage a nationally-prominent consulting firm as a project advisor to assist with the overall process and ultimately design and implement a competitive selection process to find the best developer and negotiate the best deal terms consistent with the use recommendations made by the ULI.

Finally, after engaging in the competitive process and negotiations with the selected developer and upon approval by its Board of Directors, REFF and its PMC will issue a report documenting the extensive processes followed and recommending a proposed deal structure and legal agreements for consideration by LSU.

#### *Summary of Intent to Lease Process*

The Intent to Lease process is intended to work as follows:

- A. LSU and the REFF will execute an “Intent to Lease” agreement substantially similar to the one attached. This Intent to Lease agreement will set forth a management structure for moving forward with the project.
- B. The REFF will create a sixteen-person Project Management Committee (“PMC”) to guide its work in this process. Seven members of this PMC will be LSU employees. Unless otherwise designated by the President, the 7 LSU members will be: (i) the Executive Vice President for Finance & Administration / CFO; (ii) the Chancellor of the LSU Health Sciences Center – New Orleans or his designee; (iii) the Vice Chancellor for Community & Multicultural Affairs at LSUHSC-NO; (iv) the Vice Chancellor for Administration & Finance at LSUHSC-NO; (v) the Director of Facility Planning and Management for the LSU Health Care Services Division; (vi) the Associate Vice President for Facility & Property Oversight, and (vii) the Assistant Vice President for Real Estate, Public Partnerships, and Compliance. The remaining nine members will be appointed by the chair of the REFF and will include New Orleans community leaders, representatives of the LSU Foundation and the LSU Health Foundation, and the Commissioner of Administration for the State of Louisiana, or his designee. A 2/3 vote of this PMC will be required to: (1) select and execute a contract with the project advisor; (2) approve the competitive process used to select a developer; and (4) approve the selection of a developer with whom a lease agreement for the Charity Hospital Redevelopment will be negotiated.
- C. The REFF, with PMC input, will engage an experienced and nationally recognized project advisor through a competitive process to help guide the process of selecting a developer and overseeing implementation of the development to ensure consistency with the ultimate lease requirements.
- D. The REFF, with the participation of the PMC, will establish a competitive process to select the developer. We anticipate that a short list of prospective developers will be selected, and then there will be an opportunity for project stakeholders to see presentations from the short-listed developers before the PMC and the REFF select the developer.
- E. Once the developer is selected, the REFF, with the participation of the PMC, will negotiate the terms and conditions of a lease agreement from LSU to the REFF for the Charity Hospital building and grounds and a sublease from the REFF to the selected developer. This will ensure complete consistency between the terms and conditions of the lease from LSU to the REFF and the sublease agreement between the REFF and the developer.
- F. Only after both the proposed lease from LSU to the REFF and the proposed sublease between the Foundation and the developer are prepared, and all the financial and design details of the project are known and reduced to writing, will the lease and the sublease be presented to REFF’s Board of Directors for approval, then to the Board for approval as required by the Bylaws. This will ensure

that the Board is fully aware of the financial and other terms of the agreements before it consents to bind the university. The Board will be kept informed of the progress of negotiations regularly, and no binding decisions will be made until the Board has had the opportunity to review the final details of the proposed agreements.

### *Benefits to LSU and the New Orleans Community*

LSUHSC-NO currently spends over \$1 million per year simply to protect the Charity Hospital building from further deterioration. Renovation through a private developer will revitalize the area and provide much-needed additional commercial, retail, and/or residential space in the New Orleans Medical District, save LSUHSC-NO the \$1 million annual maintenance costs, and hopefully provide additional rental income to LSUHSC-NO.

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

LSU will not contribute any initial funding under the proposed Intent to Lease Agreement. The specific business plan for the Charity Hospital Redevelopment itself, including the financial risks and benefits to LSU, will be prepared over the course of the negotiations with the developer. That analysis will be provided to the Board when it is asked to consider whether to approve the lease and sublease ultimately negotiated through the process described above.

The Intent to Lease Agreement does provide a mechanism for the REFF to recoup the costs of the project advisor and other out-of-pocket expenses if no leases ultimately result from this process. Specifically, the Intent to Lease Agreement will provide that, if the agreements required to lease land to the REFF, and sublease it to a developer, for the Charity Hospital Redevelopment are “suspended, materially delayed, or abandoned by LSU or [REFF], LSU shall ensure that reasonable and necessary expenses incurred by [REFF] in connection with the Project are reimbursed in a reasonable timeframe, not to exceed twelve months; for purposes of this provision, the project shall be deemed abandoned if no lease between LSU and [REFF] for the project has been executed within 24 months from the effective date of this Agreement, unless otherwise agreed in writing by the Parties.” The REFF is being asked to undertake a significant financial responsibility in funding the ULI study, the project advisor firm, and other evaluation and planning costs for the project, while the Board remains able to terminate the project at any time, for any reason. If a lease agreement for the property is successfully negotiated, the REFF will recoup those costs out of payments made by the developer, as they will be part of the overall project costs. But if LSU were to decide, for whatever reason, not to proceed with the project, or a deal simply cannot be effected, that would leave the REFF without any way to recoup those funds, a risk it does not have the resources to absorb. This allows the REFF to recoup funds it actually expended as part of the project advisory process, not overhead or other general administrative costs.

## **3. Fiscal Impact**

The Intent to Lease Agreement will itself have no financial impact on LSU. It will simply allow the REFF, with its own funds (or funds provided by the LSU Foundation), to engage the ULI and engage a project advisor and move forward with the selection of a developer with LSU’s advice and input. The fiscal impact of the Charity Hospital Redevelopment itself will be analyzed when the proposed lease and sublease are presented to the Board for approval after all financial and other terms have been negotiated. If for any reason the project cannot move forward, the Intent to Lease Agreement would have some financial impact on LSU by virtue of the requirement to reimburse the REFF for its out-of-pocket expenses as described above. At a minimum, if this process is successful at engaging a developer, LSU HSC-NO will no longer have to pay over \$1 million annually to maintain the Charity Hospital building and grounds.



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

The REFF, with PMC input, will engage the ULI without a competitive process, given their national prominence and non-profit status, and the very low cost assessed as part of their non-profit mission in return for providing a comprehensive study of the Charity Hospital building and the surrounding area. With advice and input from the ULI about the proper scope of the role a project advisor, the PMC will engage in a request for qualifications or request for proposals process to select a project advisor to coordinate its work and assist the REFF and LSU in selecting, through a highly competitive process, a developer for the Charity Hospital Redevelopment. The precise competitive processes used are not known at this time, as it will be influenced by advice from the initial ULI study (for the selection of the project advisor) and the project advisor (for the selection of the developer).

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

The Intent to Lease Agreement between LSU and the REFF will be largely similar to the attached draft, though minor details are still being resolved.

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

The following parties have an interest in and/or are involved with this transaction.

LSU  
LSU Foundation and its supporting entity, the LSU Real Estate and Facilities Foundation  
LSU Health Foundation

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

The Intent to Lease Agreement anticipates that LSU and the REFF will work together to negotiate a lease between LSU and the REFF, and a closely related sublease between the REFF and the selected developer.

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

None. Exhibit A to the Intent to Lease Agreement will be a comprehensive conflicts of interest policy to insure that no one serving on the Project Management Committee will have a financial interest in the project.

#### **9. Exhibits**

- I. Transmittal Letter
- II. Draft of Intent to Lease Agreement

### **RESOLUTION**

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

1. That the REFF will engage the Urban Land Institute (ULI) to conduct a comprehensive land use survey for the Charity Hospital Redevelopment;

2. That the REFF, through a competitive process, will at appropriate stages of the process, engage a nationally respected project advisor with significant experience in similar projects to assist in: (i) the selection of a developer for the Charity Hospital Redevelopment; (ii) the negotiation of terms and conditions of leases, subleases, and related agreements for the Charity Hospital Redevelopment; and (iii) providing limited oversight of any construction called or allowed for in the leases and subleases to ensure compliance by the developer with the terms and conditions of those agreements;
3. That the REFF, through a competitive process and with the advice of the ULI and the project advisor and the participation of the project management committee, may select a developer for the Charity Hospital Redevelopment Project, and negotiate the terms and conditions of a lease between LSU and the REFF and a sublease between the REFF and the developer, as well as other appropriate related agreements;
4. That the REFF will create a project management committee of 16 individuals, seven of whom shall be LSU employees designated by the LSU President and one of whom will be the Commissioner of Administration for the State of Louisiana to advise and make recommendations to the REFF board of directors about issues related to this Resolution; and
5. That any proposed lease, sublease, and other appropriate and related agreements resulting from this process shall be subject to approval by this Board as provided in its Bylaws and the Uniform Affiliation Agreement;

**AND**

**Be It Further Resolved** that the various review, selection, and recommendation processes conducted in accordance with the Intent to Lease Agreement shall be consistent with following planning principles:

1. The process should be conducted with as much transparency as is practical, consistent with the statutorily-required private character of the REFF and the need to protect sensitive proprietary or competitive information submitted by private developers during the selection process; and
2. The process should be guided by the best interests of LSU and the LSU Health Sciences Center – New Orleans, consistent with the broader needs of the New Orleans Medical District as identified by the ULI study; and
3. Any resulting redevelopment of Charity Hospital must stand on its own financially, without any subsidy from LSU, any LSU-affiliated foundation, or the State of Louisiana.



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## CAMPUS CORRESPONDENCE

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

**Date:** August 30, 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, September 8, 2017 Meeting  
Request to Authorize an Intent to Lease Agreement with LSU Real Estate and Facilities  
Foundation for the Charity Hospital Redevelopment Project**

LSU and the LSU Health Sciences Center – New Orleans are requesting approval from the Board of Supervisors to enter into an Intent to Lease Agreement with the LSU Real Estate & Facilities Foundation for the Charity Hospital Redevelopment Project

We request this be placed on the agenda for the Board's meeting scheduled for September 8, 2017.

Thank you.

**Copied:** Larry Hollier, Chancellor  
LSU Health Sciences Center – New Orleans

Jimmy Maurin, Chair  
LSU Real Estate and Facilities Foundation

**INTENT TO LEASE AGREEMENT FOR THE  
CHARITY HOSPITAL REDEVELOPMENT PROJECT**

**THIS INTENT TO LEASE AGREEMENT FOR THE CHARITY HOSPITAL REDEVELOPMENT PROJECT** (herein “Agreement”) is entered into effective as of the \_\_\_\_\_ day of September, 2017 (the “Effective Date”), by and between

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (LSU)**, 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,

and

**LSU REAL ESTATE AND FACILITIES FOUNDATION (the Foundation)**, a private nonprofit Louisiana corporation having a principal place of business located at 3796 Nicholson Drive, Baton Rouge, Louisiana, 70802, and represented by James E. Maurin, its duly authorized and empowered Chair.

who agree as follows:

**1. Purpose**

The purpose of this Intent to Lease Agreement is to provide an outline of the process and guidelines that the Foundation intends to observe in connection with the selection of consultants and negotiation of a proposed agreement with a developer for the redevelopment of the Charity Hospital buildings and grounds. If an agreement is reached between the Foundation and a developer that is acceptable to LSU, LSU intends to lease the Charity Hospital buildings and grounds (as will be more specifically described in any resulting lease agreement) to the Foundation pursuant to the authority of La. R.S. 17:3361 or other applicable law, with the Foundation to sublease the same area to the developer to renovate, improve, and operate the leased space in accordance with the principles established by the Board adopted September 8, 2017. It is understood that the Foundation may form a special purpose entity to perform all responsibilities otherwise ascribed to the Foundation in relation to the Charity Hospital project.

**2. Project Management Committee and Process**

A. *Formation and voting requirement.* The Foundation will form a Project Management Committee composed of 16 members, eight of which will be appointed by the Chairman of the Foundation. Seven members will be appointed by the President of LSU. Unless otherwise designated in writing by the President, the LSU members will be: (i) the Executive Vice

President for Finance & Administration / CFO; (ii) the Chancellor of the LSU Health Sciences Center – New Orleans or his designee; (iii) the Vice Chancellor for Community & Multicultural Affairs at LSUHSC-NO; (iv) the Vice Chancellor for Administration & Finance at LSUHSC-NO; (v) the Director of Facility Planning and Management for the LSU Health Care Services Division; (vi) the Associate Vice President for Facility & Property Oversight, and (vii) the Assistant Vice President for Real Estate, Public Partnerships, and Compliance. The Commissioner of Administration for the State of Louisiana shall also serve as a member of the Project Management Committee. The purpose of this Committee is to manage the “Development Period” of the Project, as set forth in subsection E below. A 2/3 vote of the Project Management Committee will be required to approve any item.

B. *Urban Land Institute.* The Foundation will engage the Urban Land Institute (ULI) to conduct a comprehensive land use survey for the Charity Hospital buildings and grounds and make recommendations as to the most suitable use for the property to benefit LSU, the LSU Health Sciences Center in New Orleans, and the New Orleans Medical District.

C. *Project Advisor.* Through a competitive process, and based on a 2/3 vote, the Committee will select and recommend that the Foundation engage a project advisor with significant national experience in projects similar to the Charity Hospital Redevelopment as recommended by ULI, consistent with the principles established by the Board of Supervisors Resolution adopted September 8, 2017. The project advisor will advise and consult with the Committee concerning the formulation of an appropriate competitive process to evaluate potential developers, the evaluation of responses to the competitive process and the negotiation of proposed agreements between the Foundation and a developer (collectively, the “Charity Leases”). The competitive processes used to select a project advisor and a developer shall be approved by a 2/3 vote of the Committee. The evaluation process for developers should include opportunities for comment by the broader community of stakeholders on a “short list” of potential developers.

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

E. *Development Period.* The Development Period will consist of the following:

- i. The Foundation’s engagement with the Urban Land Institute
- ii. The Foundation’s selection and engagement of a project advisor

iii. The Foundation's selection of a recommended developer through a competitive process.

iv. The negotiation of the Charity Leases with the selected developer. To simplify and speed negotiations, the President of LSU and the Chair of the Foundation may each designate a lead negotiator, and those two negotiators, with a support team, will be primarily responsible for negotiating the terms of the proposed agreements, while each keeping the entire Committee informed of the status and key issues raised in the negotiations.

v. Following approval by the Committee, the proposed Charity Leases for the Charity Hospital Redevelopment Project between the Foundation and the LSU Board, and a report of the Project Management Committee documenting its work, will be submitted to the Foundation's Board of Directors and, following approval by the Foundation's Board of Directors, to the LSU Board (and any other agencies required by law) for review and approval.

vi. The Development Period will be complete upon the approval required by law being obtained for the Charity Leases and other related agreements for the Charity Hospital Redevelopment Project. The Charity Leases shall thereafter govern the relationship between LSU, the Foundation, the developer, and other relevant parties with regard to the Charity Hospital Redevelopment Project. The parties anticipate that the Foundation will continue to engage the Project Advisor to assist with overseeing the construction of the redevelopment to ensure consistency with the requirements of the Charity Leases.

### **3. LSU Approvals**

Any proposed Charity Leases for the Charity Hospital Redevelopment Project and other appropriate and related agreements shall be subject to final review and approval by the LSU Board and any other agencies required by law. In accordance with applicable LSU policies and procedures, the President of LSU or his designee may grant the Foundation and/or the project advisor and selected developer (or potential developers) limited and temporary rights of access to the Charity Hospital buildings and grounds and other necessary property belonging to or controlled by LSU for purposes of performing site assessments and similar activities such as environmental surveys, topographical surveys, utility surveys and soil borings.

Although some of the agreements negotiated through this process will not include LSU as a party, no such agreements will be executed by any party until authorized or approved by the LSU Board and will not become effective until approved by any other agencies required by law. Notwithstanding any other provision of this Section 3, the Foundation may, with written approval from LSU, execute a Memorandum of Understanding with a selected developer setting forth the general terms and conditions under which the selected developer will have access to the site and LSU data prior to execution of the Charity Leases.

#### **4. Financial Responsibility**

It is intended that all expenses incurred by the Foundation in connection with the Development Period of the Project shall be the responsibility of the Foundation; however, should the Development Period and execution of the Charity Leases be suspended, materially delayed, or abandoned by LSU or the Foundation, LSU shall ensure that reasonable and necessary expenses incurred by the Foundation in connection with the Project are reimbursed in a reasonable timeframe, not to exceed twelve months; for purposes of this provision, the project shall be deemed abandoned if no lease between LSU and the Foundation for the project has been executed within 24 months from the effective date of this Agreement, unless otherwise agreed in writing by the Parties. It is intended that, if the Charity Leases are executed with a developer, the Foundation will receive reimbursement of all of its appropriate out-of-pocket expenses at that time.

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

#### **5. Public Records**

The Foundation shall be solely responsible for maintaining custody and control of records related to the negotiation of any resulting leases and other related agreements for the Charity Hospital Redevelopment Project, and those records shall not, therefore, be considered public records of LSU. Any documents released for public comment or submitted to LSU pursuant to this Agreement shall, of course, be considered public records of LSU.

#### **6. State of Louisiana**

The State of Louisiana, Division of Administration appears herein solely for the purpose of acknowledging its participation in the process set forth and its understanding that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College has the authority to lease the Charity Hospital buildings and grounds in accordance with law.

#### **7. Other**

This Intent to Lease Agreement is not a lease of land or building space to the Foundation and does not obligate either party to enter into any lease agreement with the other party. It does represent LSU's intention for the Foundation to engage a Project Manager and engage in negotiations with the selected developer for an agreement for the Charity Hospital Redevelopment Project. If an acceptable agreement can be reached, LSU expects, but is not

obligated, to enter into a lease agreement with the Foundation for the Charity Hospital Redevelopment Project, and simultaneously to approve a sublease of that area from the Foundation to the selected developer.

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

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

**LSU REAL ESTATE & FACILITIES  
FOUNDATION**

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

By: \_\_\_\_\_  
James E. Maurin, Chair

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

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

**STATE OF LOUISIANA,  
OFFICE OF THE GOVERNOR,  
DIVISION OF ADMINISTRATION**

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

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





**Request from LSU AgCenter to accept, in part, the Bequest by Mr. James Pruitt in his Last Will and Testament concerning property in Webster Parish, Louisiana.**

**TO: Members of the Board of Supervisors**

**DATE: September 8, 2017**

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

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

**1. Summary of the Matter**

Mr. James Shurrell Pruitt, a landowner in Webster Parish, made provisions in his Last Will and Testament for the LSU AgCenter to receive certain property upon his death. The property bequeathed to the LSU AgCenter by Mr. Pruitt totals 1,107 acres, and not all of the parcels of property are contiguous.

The property bequeathed to the LSU AgCenter was left to it in naked ownership, and his widow, Mrs. Pruitt was granted the usufruct. A codicil to Mr. Pruitt's will carved out approximately 4.17 acres to be left to the wife, in full ownership, including the family home, all land within the fenced yard surrounding the home, and areas where a metal shop building, a shed, the water well, and the dog pens are located. In the codicil, Mr. Pruitt also left a predial servitude on the pond, adjacent to the house, in favor of his wife and any subsequent owner of the home. As a part of the usufruct, the will absolved Mrs. Pruitt from the usual duty to maintain the property, and absolved Mrs. Pruitt's estate from any liability to the AgCenter for any diminution in the value of the property. Mrs. Pruitt would also have the right to cut timber and retain all proceeds from any such cuttings.

The will stipulated that after the death of Mrs. Pruitt, income from the property bequeathed to LSU is to be used for the improvement and management of the estate. The will directs that LSU shall not sell, transfer, donate, or dispose of the property, and the AgCenter is to use the estate for agricultural and/or teaching programs. If the AgCenter fails to do so, it is directed by the will to transfer the property to Mr. Pruitt's children, in equal proportions. Mr. Pruitt also left the recreational use of the property lying east of Dorcheat Road to his daughter, Miranda Shea Pruitt Henderson, which is to terminate upon Miranda's death.

It is the AgCenter's request to the Board that only a portion of the bequest be accepted, and that, prior to that acceptance, negotiations occur both with Mrs. Pruitt and with the daughter to whom the recreational right was granted. The AgCenter's requests are as follows:

- a. The AgCenter recommends that the Board reject the pond, including approximately twenty feet (20') surrounding the pond. The predial servitude over the pond was left for the perpetual use of the owner of the house, and the pond would provide no benefit to the AgCenter. The rejected acreage in and surrounding the pond would need to be surveyed so that a legal description reflecting that acreage could be submitted to probate court.
- b. One of the parcels of property, the naked ownership of which is left to the AgCenter, is a forty (40) acre parcel that is remote from the remaining acreage. Because of the difficulty in managing that property, the AgCenter recommends that the Board not accept the forty

(40) acre parcel located in Township 23, which is a different Township from the other tracts.

- c. Because of Mrs. Pruitt's right to harvest any timber planted on the property, whether planted at her own expense or at AgCenter expense, during her lifetime, the AgCenter recommends that an agreement with Mrs. Pruitt be pursued whereby the AgCenter would be granted permission, at its sole option, to replant any areas harvested by Mrs. Pruitt, subject to an agreement by Mrs. Pruitt to reimburse the AgCenter for any of the AgCenter's costs and expenses if Mrs. Pruitt, during her lifetime, harvests trees that have been planted or cared for by the AgCenter.
- d. The AgCenter recommends that an agreement with the daughter to whom the recreational right was left on the parcels east of Dorcheat Road be reached to protect the safety of all concerned in the event that the daughter wishes to hunt on the property during planting or harvesting seasons.
- e. A Phase 1 environmental assessment should be done prior to acceptance by LSU of any of the parcels.

**2. Business Plan and Fiscal Impact**

N/A

**3. Success or Fiscal Feasibility**

It is anticipated that during the time in which the LSU Board of Supervisors is the naked owner of the timber property at issue, the property may need to be sprayed and replanted. The AgCenter will do so only if it has a written agreement with the usufructuary that, if the usufructuary at any point harvests any of the trees planted or maintained by the LSU AgCenter, the usufructuary, out of the proceeds of the timber sale, will reimburse the AgCenter for any expenses of maintenance and harvesting that the AgCenter has incurred with respect to the particular trees that are cut and harvested.

**4. Competitive Process**

N/A

**5. Legal and Related Documents**

Any necessary legal documents will be developed, presented, and provided for review to the Office of General Counsel prior to their execution.

**6. Legal Entities Involved**

- a. Board of Supervisors of Louisiana State University and Agricultural and Mechanical College,
- b. Mrs. Kay Lynn Patterson Pruitt,
- c. Mr. Pruitt's children:
  - i. Miranda Shea Pruitt Henson;
  - ii. James ("Jamie") Harold Pruitt II;
  - iii. Anthony DeGray Pruitt;
  - iv. Michael Dwayne Pruitt; and
  - v. Lydia Diane Pruitt.

**7. Contemplated Future Transactions**

As indicated above, the AgCenter recommends that, in the event that the Board authorizes the President to accept part or all of the property from the succession, prior to any such acceptance, an agreement would be negotiated and entered into with Mrs. Kay Lynn Patterson Pruitt, relating to reimbursement to the AgCenter for any planting or maintenance expenses of any timber cuts by Mrs. Pruitt. It is also anticipated that an agreement would be negotiated with Miranda Shea Pruitt Henson, the daughter to whom the recreational use of certain parcels, was bequeathed. In addition, a Phase 1 environmental assessment should be done before any of the bequeathed property is accepted by LSU.

**8. Conflicts of Interest**

None

**ATTACHMENTS**

- I.** Vice President Letter
- II.** Final Last Will and Testament of James Pruitt with Related Correspondence

## **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, at his sole discretion, to accept or renounce, in whole or in part, and subject to a satisfactory Phase 1 environmental assessment, any legacy to the LSU AgCenter in the succession of James Shurrell Pruitt, and to execute any and all documents necessary to effectuate any such acceptance.

**BE IT FURTHER RESOLVED** that F. King Alexander, President of Louisiana State University, or his designee, is authorized to execute any and all agreements with the usufructuary of the James Shurrell Pruitt lands in Webster Parish, Louisiana, and/or any of the beneficiaries of Mr. Pruitt's Last Will and Testament in order to protect the interests of the Louisiana State University Board of Supervisors and the LSU AgCenter.



August 7, 2017

To: F. King Alexander, President  
LSU System

Thru: *For* William B. Richardson, Vice President  
LSU AgCenter *By RY*

Thru: Patrick Martin, Assistant Vice President  
Real Estate, Public Partnerships, and Compliance

From: Dale Frederick, Director  
Facilities Planning, LSU AgCenter

RE: **Significant Board Matter**  
Property Donation  
Webster Parish

Mr. James Shurrell Pruitt, a landowner in Webster Parish, made provisions in his Last Will and Testament for the LSU AgCenter to receive certain property upon his death. The property bequeathed to the LSU AgCenter by Mr. Pruitt totals 1,107 acres, mostly timber, and not all of the parcels of property are contiguous.

The property bequeathed to the LSU AgCenter was left to it in naked ownership, and his widow, Mrs. Pruitt was granted the usufruct. A codicil to Mr. Pruitt's will carved out approximately 4.17 acres to be left to the wife, in full ownership, including the family home, all land within the fenced yard surrounding the home, and areas where a metal shop building, a shed, the water well, and the dog pens are located. In the codicil, Mr. Pruitt also left a predial servitude on the pond, adjacent to the house, in favor of his wife and any subsequent owner of the home. As a part of the usufruct, the will absolved Mrs. Pruitt from the usual duty to maintain the property, and absolved Mrs. Pruitt's estate from any liability to the AgCenter for any diminution in the value of the property. Mrs. Pruitt would also have the right to cut timber and retain all proceeds from any such cuttings.

It is the AgCenter's request to the Board that only a portion of the bequest be accepted, and that, prior to that acceptance, negotiations occur both with Mrs. Pruitt and with the daughter to whom the recreational right was granted. The AgCenter recommends that, in the event that the Board authorizes the President to accept part or all of the property from the succession, prior to any such acceptance, an agreement would be negotiated and entered into with Mrs. Kay Lynn Patterson Pruitt, relating to reimbursement to the AgCenter for any planting or maintenance expenses of any timber cuts by Mrs. Pruitt. It is also anticipated that an agreement would be negotiated with Miranda Shea Pruitt Henson, the daughter to whom the recreational use of certain parcels, was bequeathed. In addition, a Phase 1 environmental assessment should be done before any of the bequeathed property is accepted by LSU.

As this project is in support of the AgCenter and its mission, we enclose herewith our request for approval and ask that it be placed on the agenda of the Board of Supervisors **September 8<sup>th</sup> 2017** meeting.

I certify that, to the best of my knowledge, I have provided all necessary documentation and that the information contained therein is complete, accurate, and in compliance with Article VII, Section 9 of the Bylaws of the Board of Supervisors. I agree to cooperate in any issues related to this matter. Please let me know if any additional information is needed.

Attachments

For the latest  
research-based information  
on just about anything,  
visit our Website:  
[www.lsuagcenter.com](http://www.lsuagcenter.com)



xc: Ms. Ann Coulon  
Mr. Patrick Martin  
Mr. Dale G. Frederick  
Dr. Rogers Leonard

For the latest  
research-based information  
on just about anything,  
visit our Website:  
[www.lsuagcenter.com](http://www.lsuagcenter.com)

**SENTELL LAW FIRM, L.L.C.**

Sherburne Sentell, Jr.  
Sherburne "Sherb" Sentell, III

Sentell Building  
111 North Monroe Street  
P. O. Box 875  
Minden, LA 71058-0875

Phone (318) 377-0123  
Fax (318) 377-0124

February 27, 2017

Dr. Rogers Leonard  
Associates Vice President for  
Plants, Soils, and Ag Water Resources  
LSU AgCenter  
104 J. Norman Efferson Hall  
110 LSU Union Square  
Baton Rouge, LA 70803-0106

IN RE: James Pruitt Donation to LSU AgCenter  
Timberland in Webster Parish, Louisiana

Dear Dr. Leonard:

As per your request, I am enclosing a description of the Pruitt property along with an appraisal letter from forester Chip Cline with Ewing Timber company.

I need a letter from you stating that you have seen the survey of the 4.17 acres which will pass in full ownership to Mr. Pruitt's wife, Kay Pruitt, in accordance with terms of the will and have no objection to this tract being placed in her possession by the court in due course. I have shown you this survey before and enclose a copy of the survey itself for your ready reference.

Very truly yours,



C. Sherburne Sentell Jr.

CSSjr/gg

Enclosure

**EWING TIMBER, L.L.C.**  
A FORESTLAND MANAGEMENT COMPANY



(318) 259-2204

(800) 671-7395

P. O. Box 657 • Jonesboro, LA 71251

September 12, 2016

C. Sherburne Sentell Jr.  
P. O. Box 875  
Minden, LA 71058-0875

**RE: Estimated Land and Timber Values for the Estate of James S. Pruitt, Webster Parish, LA**

Dear Mr. Sentell,

I have completed the field work and evaluation of the four tracts owned by the James S. Pruitt Estate and managed with the assistance of Ewing Timber, LLC. Our current estimate of the land and timber value is \$1,875,925.00.

The merchantable timber stands were valued by combining a timber cruise with the stumpage values during the 1<sup>st</sup> Quarter of 2016. A small amount of pre-merchantable timber value was added for the one-year-old trees planted in 2015-16.

Estimated land values for the property are based on our recent experiences with land and timber sales in the area. The amount of pine growing land, the amount of hardwood/streamside management zone acreage, non-forested land, access to the property, and the geographical location of the property was considered when estimating the bare land values.

Approximately 238 acres of the property have been harvested in the timber sale that occurred prior to Mr. Pruitt's death. Currently, 82 acres of the harvested area have been replanted; 473 acres of older pine plantations were thinned and an estimated 375 acres are in natural stands of hardwood, pine and streamside management zones; 21 acres were tallied as non-forested or other uses.

The land and timber values by tract are as follows:

Tract #	Total Timber	Land	Land and Timber
1	\$35,671.00	\$36,000.00	\$71,671.00
2	\$339,883.00	\$551,000.00	\$890,883.00
3	\$202,152.00	\$246,800.00	\$448,952.00
4	\$230,319.00	\$234,100.00	\$464,419.00

I have attached plats and a corresponding spread sheet that breaks down the land and timber values by tract and stand.

Please let me know if you need any further information concerning the Pruitt Property.

Sincerely,

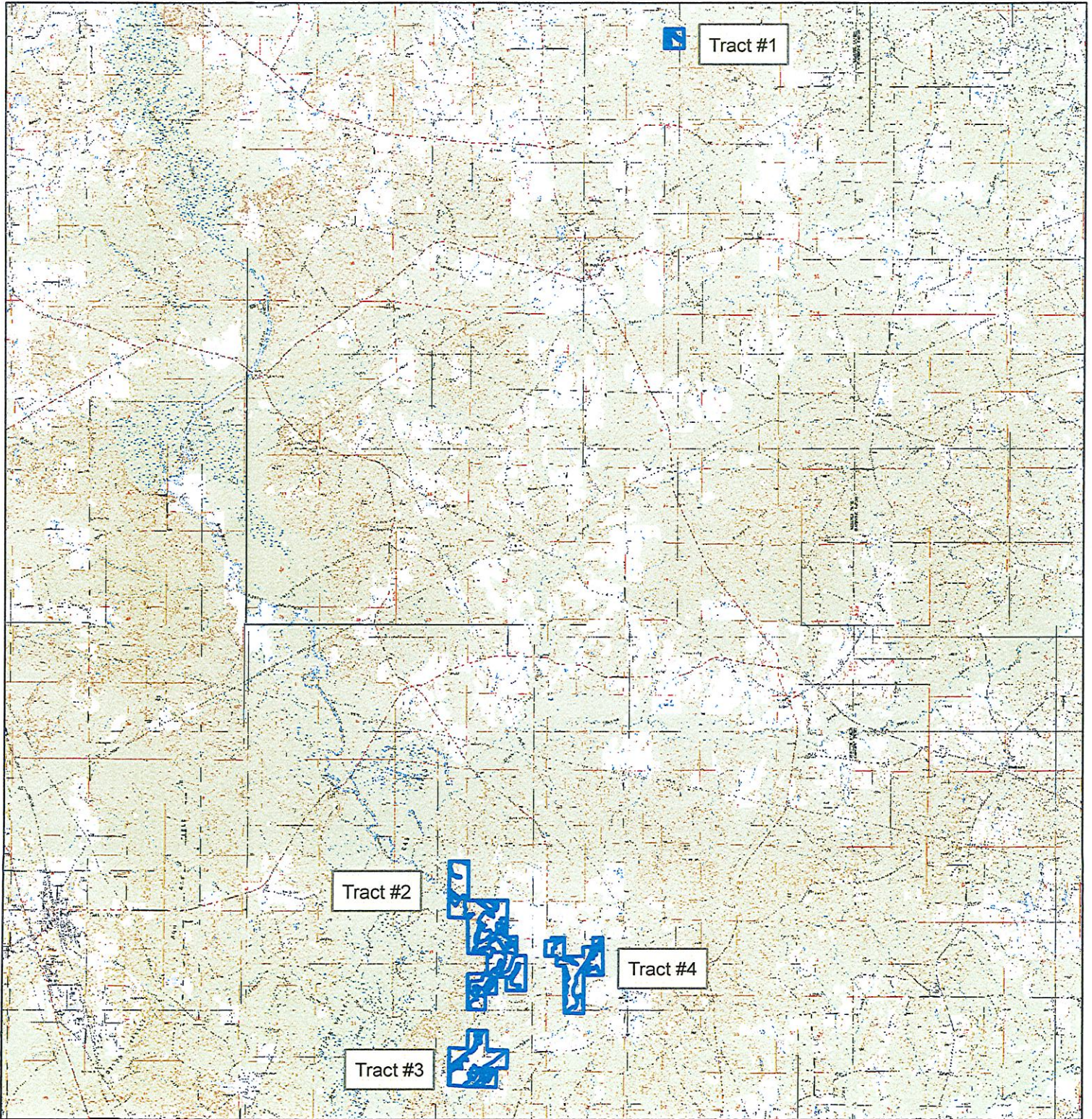
Chip Cline  
Forester



**James Pruitt Estate  
Webster Parish, LA  
Land and Timber Evaluation  
March 2016**

Tract #	Stand Type	Acres	Pine Pulp	Pine Logs	Hwd Logs	Hwd Pulp	Total Timber	Land	Land and Timber
1	Pine Logs / Mature	30.00	\$4,850.00	\$21,346.00	\$970.00	\$1,250.00	\$28,416.00	\$28,500.00	\$56,916.00
1	Hwd./SMZ	9.00	\$600.00	\$2,200.00	\$1,825.00	\$2,630.00	\$7,255.00	\$7,500.00	\$14,755.00
	<b>Tract Total</b>						<b>\$35,671.00</b>	<b>\$36,000.00</b>	<b>\$71,671.00</b>
2	Thinned Pine	200.00	\$41,340.00	\$152,985.00	\$0.00	\$621.00	\$194,946.00	\$220,000.00	\$414,946.00
2	Hwd./SMZ	158.00	\$23,580.00	\$66,171.00	\$20,125.00	\$28,521.00	\$138,397.00	\$126,400.00	\$264,797.00
2	Harvested	198.00	\$0.00	\$6,540.00	\$0.00	\$0.00	\$6,540.00	\$198,000.00	\$204,540.00
2	Non-Forest	11.00						\$6,600.00	\$6,600.00
	<b>Tract Total</b>						<b>\$339,883.00</b>	<b>\$551,000.00</b>	<b>\$890,883.00</b>
3	Thinned Pine	136.00	\$29,740.00	\$122,005.00	\$0.00	\$1,638.00	\$153,383.00	\$142,800.00	\$296,183.00
3	Hwd./SMZ	78.00	\$3,800.00	\$7,203.00	\$20,720.00	\$17,046.00	\$48,769.00	\$62,400.00	\$111,169.00
3	Harvested	40.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,000.00	\$38,000.00
3	Non-Forest	6.00						\$3,600.00	\$3,600.00
	<b>Tract Total</b>						<b>\$202,152.00</b>	<b>\$246,800.00</b>	<b>\$448,952.00</b>
4	Thinned Pine	137.00	\$25,310.00	\$90,258.00	\$2,898.00	\$2,763.00	\$121,229.00	\$150,700.00	\$271,929.00
4	Hwd./SMZ	82.00	\$10,800.00	\$44,375.00	\$16,674.00	\$10,422.00	\$82,271.00	\$65,600.00	\$147,871.00
4	Unthinned Pine	18.00	\$6,650.00	\$19,728.00	\$0.00	\$441.00	\$26,819.00	\$16,200.00	\$43,019.00
4	Non-Forest	4.00						\$1,600.00	\$1,600.00
	<b>Tract Total</b>						<b>\$230,319.00</b>	<b>\$234,100.00</b>	<b>\$464,419.00</b>
	<b>Combined Total</b>	<b>1107.00</b>					<b>\$808,025.00</b>	<b>\$1,067,900.00</b>	<b>\$1,875,925.00</b>
	Total Thinned Pine	473.00					\$469,558.00	\$513,500.00	
	Total Un Thinned Pine	18.00					\$26,819.00	\$16,200.00	
	Total HWD / SMZ	327.00					\$276,692.00	\$261,900.00	
	Total Harvested	238.00					\$6,540.00	\$236,000.00	
	Total Pine Logs Mature	30.00					\$28,416.00	\$28,500.00	
	Non Forest / Other	21.00						\$11,800.00	

# James Pruitt Properties Webster Parish, LA



**EWING TIMBER, L.L.C.**  
A FORESTLAND MANAGEMENT COMPANY



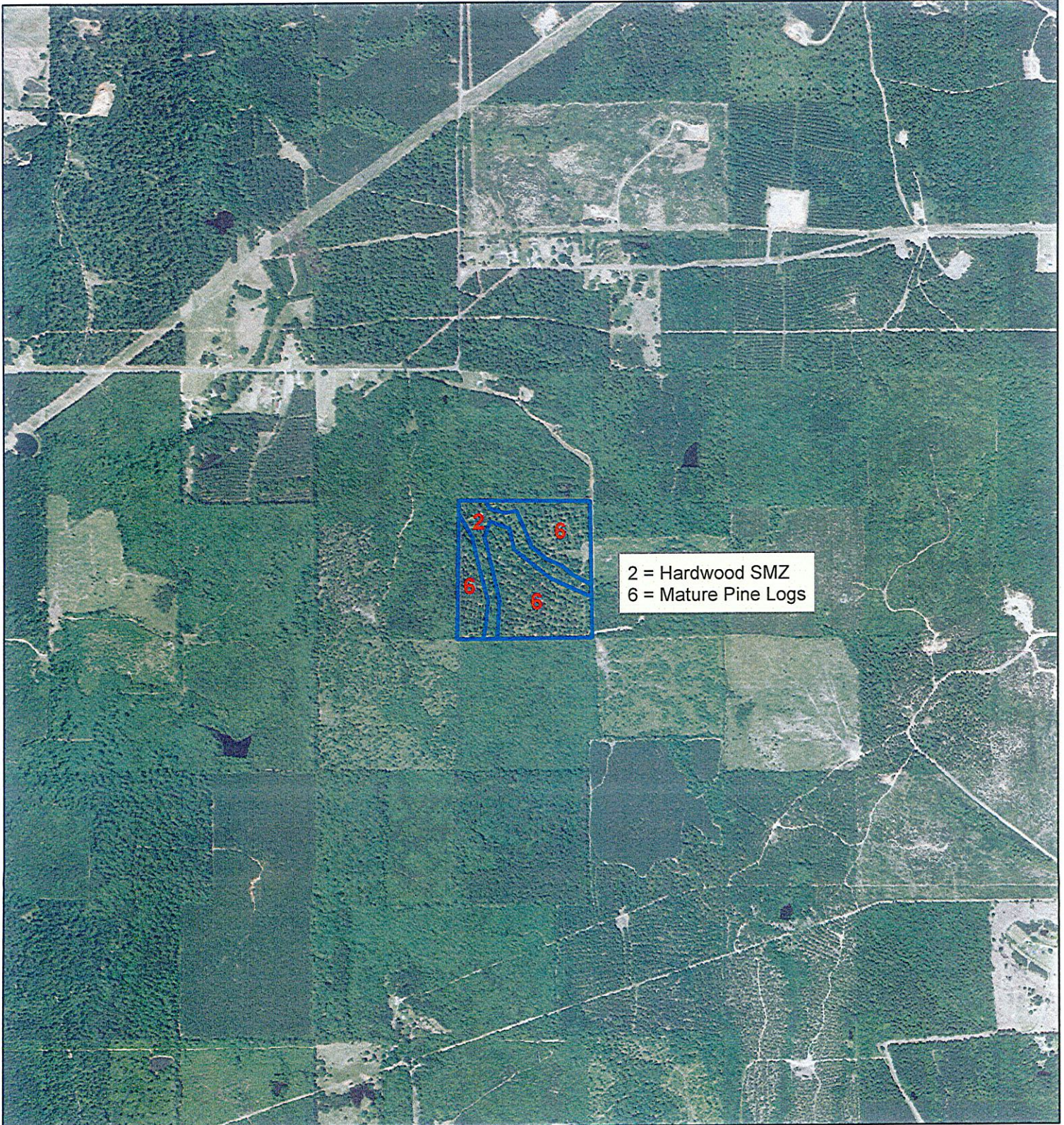
(318) 259-2204

(800) 671-7395

P.O. Box 657 • Jonesboro, LA

James Pruitt  
Tract #1  
Section 15; T23N-R9W  
Webster Parish LA

ATTACHMENT II



2 = Hardwood SMZ  
6 = Mature Pine Logs

EWING TIMBER, L.L.C.  
A FORESTLAND MANAGEMENT COMPANY



1,320 660 0 1,320 Feet

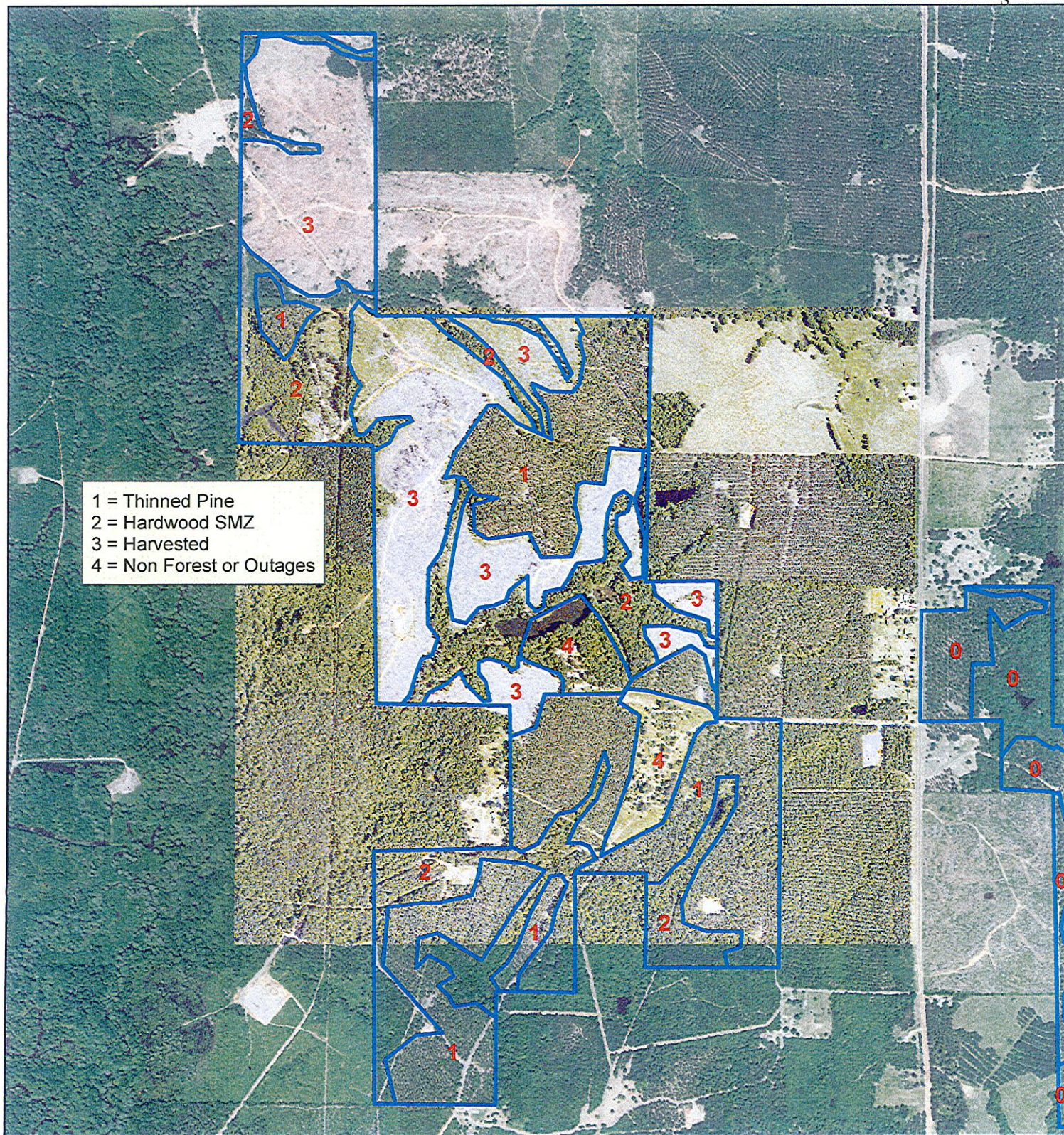


(318) 259-2204

(800) 671-7395

James Pruitt  
Tract #2  
Sections 7,8,17,20; T21N-R9W  
Webster Parish LA

ATTACHMENT II



1 = Thinned Pine  
2 = Hardwood SMZ  
3 = Harvested  
4 = Non Forest or Outages

EWING TIMBER, L.L.C.  
A FORESTLAND MANAGEMENT COMPANY



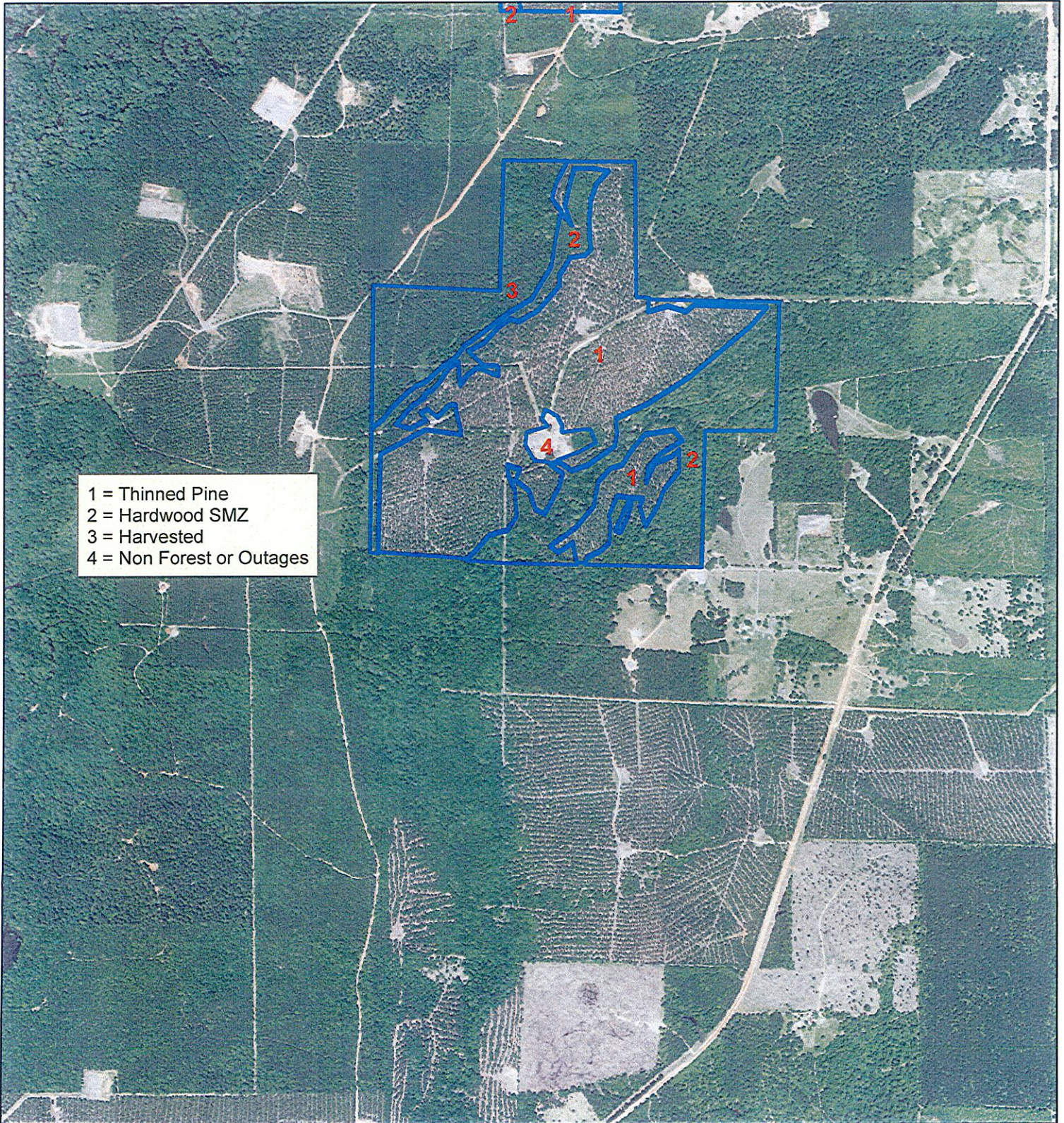
(318) 259-2204

(800) 671-7295

P.O. Box 657 • Jonesboro, LA 71272

James Pruitt  
Tract #3  
Sections 19, 20, 29, 30; T21N-R9W  
Webster Parish LA

ATTACHMENT II



**EWING TIMBER, L.L.C.**  
A FORESTLAND MANAGEMENT COMPANY

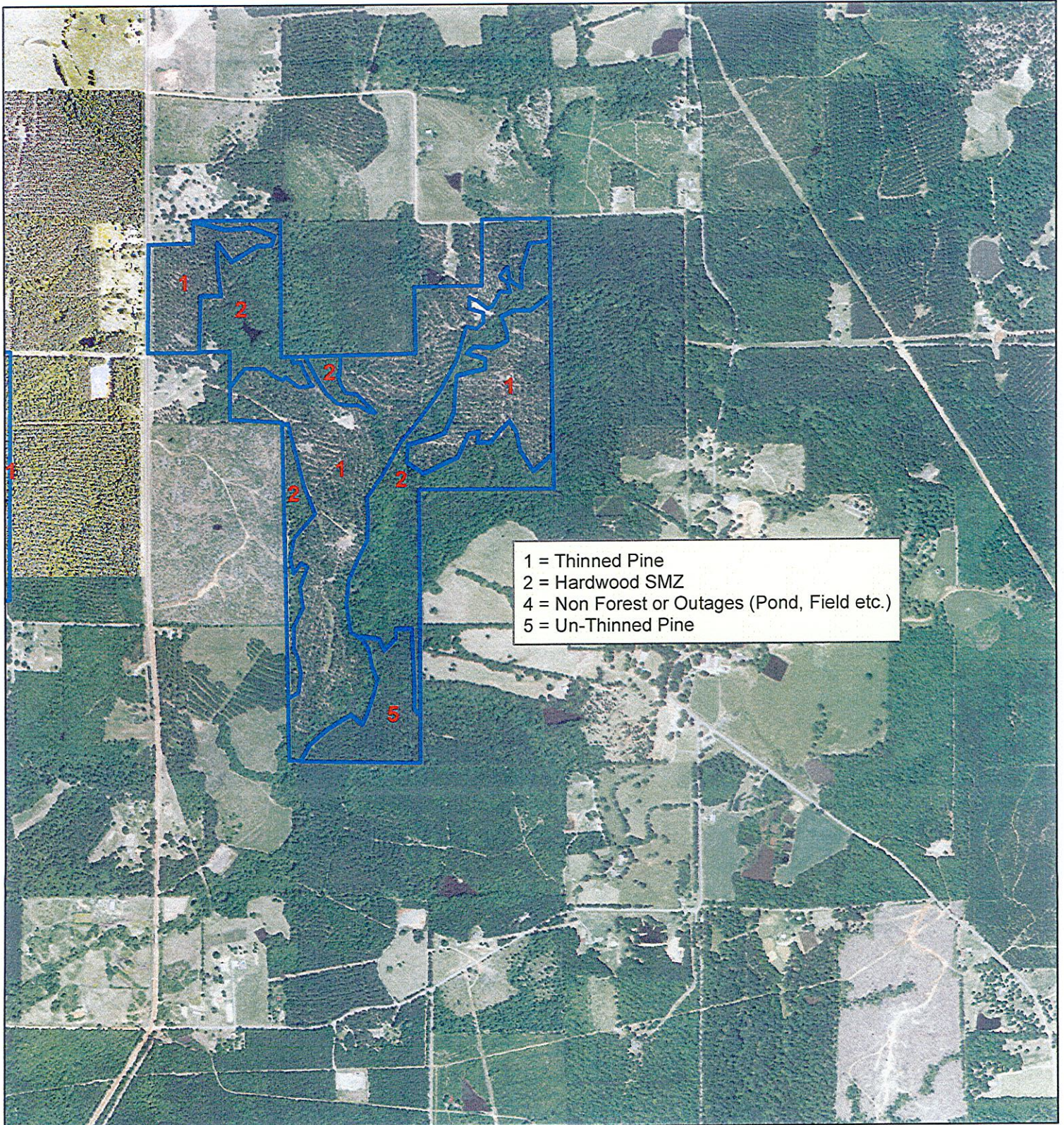


(318) 259-2204

(818) 671-7295

James Pruitt  
Tract #4  
Sections 16, 21; T21N-R9W  
Webster Parish LA

ATTACHMENT II



**EWING TIMBER, L.L.C.**  
A FORESTLAND MANAGEMENT COMPANY



(318) 259-2204

(800) 671-7395

## DESCRIPTION OF PRUITT PROPERTY

### Tract 1 – consisting of approximately 569.35 acres:

Section 7-21-9: A **120 acre** tract described as the East Half of Southeast Quarter (E/2 of SE/4) and the Southeast Quarter of the Northeast Quarter (SE/4 of NE/4), all being in Section 7, Township 21 North, Range 9 West, Webster Parish, Louisiana.

Section 8-21-9: An **80 acre** tract described as the South Half of Southwest Quarter (S/2 of SW/4) in Section 8, Township 21 North, Range 9 West, Webster Parish, Louisiana.

Section 17-21-9: A **160 acre** tract described as all of the Northwest Quarter (NW/4) in Section 17, Township 21 North, Range 9 West, Webster Parish, Louisiana.

An **80 acre** tract described as the West Half of Southwest Quarter of Northeast Quarter (W/2 of SW/4 of NE/4) in Section 17, Township 21 North, Range 9 West, Webster Parish, Louisiana.

A **72.02 acre** tract described as the Northwest Quarter of Southwest Quarter (NW/4 of SW/4) and Northwest Quarter of Southeast Quarter (NW/4 of SE/4) in Section 17, Township 21 North, Range 9 West, Webster Parish, Louisiana, **LESS** a 7.98 acre tract donated to James H. Pruitt II, with mineral rights reserved to James Shurrell Pruitt. See series of donations at: Conveyance Book 822 page 134 with survey attached, Bk. 822 page 594, Bk. 924 page 332, Bk. 997 page 687.

A **75 acre** tract described as the Southwest Quarter of Southwest Quarter (SW/4 of SW/4) and Southwest Quarter of Southeast Quarter (SW/4 of SE/4) in Section 17, Township 21 North, Range 9 West, Webster Parish, Louisiana, **LESS** 5 acres being 55 yards wide and running across entire south side of SW/4.

Two tracts located in the Southeast Quarter of Southwest Quarter (SE/4 of SW/4) in Section 17, Township 21 North, Range 9 West, Webster Parish, Louisiana, described as follows:

1. A **4 acre** tract described as beginning at the Northeast (NE) corner of the Southeast Quarter of Southwest Quarter (SE/4 of SW/4) and thence run South 198 feet; thence run West 880 feet; thence run North 198 feet; thence run East 880 feet, more or less and to the point of beginning.
2. A **13.33 acre** tract described as follows:  
Begin at the Southwest (SW) corner of the said Southeast Quarter of Southwest Quarter (SE/4 of SW/4) and thence run North along the quarter section line 1320 feet more or less and to the Northwest corner of the said Southeast Quarter of Southwest Quarter (SE/4 of SW/4); thence run East 440 feet along the North line of the quarter section; thence run South 1320 feet more or less and to the point of beginning.

Section 20-21-9: A **40 acre** tract described as the Northwest Quarter of Northwest Quarter (NW/4 of NW/4) in Section 20, Township 21 North, Range 9 West, Webster Parish, Louisiana.

**Tract 2 – consisting of approximately 260 acres:**

- Section 20-21-9: A **120 acre** tract described as the West Half of Southwest Quarter (W/2 of SW/4) and the Southeast Quarter of Southwest Quarter (SE/4 of SW/4), all being in Section 20, Township 21 North, Range 9 West, Webster Parish, Louisiana.
- Section 19-21-9: A **40 acre** tract described as the Southeast Quarter of Southeast Quarter (SE/4 of SE/4) in Section 19, Township 21 North, Range 9 West, Webster Parish, Louisiana.
- Section 29-21-9: A **60 acre** tract described as the Northwest Quarter of Northwest Quarter (NW/4 of NW/4) and the West Half of Northeast Quarter of Northwest Quarter (W/2 of NE/4 of NW/4), all being in Section 29, Township 21 North, Range 9 West, Webster Parish, Louisiana.
- Section 30-21-9: A **40 acre** tract described as the Northeast Quarter of Northeast Quarter (NE/4 of NE/4) in Section 30, Township 21 North, Range 9 West, Webster Parish, Louisiana.

**Tract 3 – consisting of approximately 238 acres:**

- Section 16-21-9: A **38 acre** tract in the Southwest Quarter of Northwest Quarter (SW/4 of NW/4) in Section 16, Township 21 North, Range 9 West, Webster Parish, Louisiana, **LESS and except** a 2 acre tract owned by Frances Foster, said two acres having 210 feet road frontage on the Dorcheat Road by a depth of 420 feet and described more particularly as follows:

Begin at the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 17, Township 21 North, Range 9 West, Webster Parish, Louisiana; thence run East a distance of 420 feet; thence run South a distance of 210 feet; thence run West a distance of 420 feet, more or less to the center line of the Louisiana Highway 3008; thence run North 00 degrees 40 minutes West a distance of 210 feet to the point of beginning (Frances Foster 2 acre tract).

A **29 acre** tract described as the Southwest Quarter of Northeast Quarter (SW/4 of NE/4) in Section 16, Township 21 North, Range 9 West, Webster Parish, Louisiana, **LESS** 11 acres in the Northwest corner of said Southwest Quarter of Northeast Quarter donated by James Pruitt to Lydia Patterson in 2010 (said donation shown at Conveyance Book 1108 page 826, description corrected at Conveyance Book \_\_\_ page \_\_\_)

A **40 acre** tract described as the Northwest Quarter of Southeast Quarter (NW/4 of SE/4) in Section 16, Township 21 North, Range 9 West, Webster Parish, Louisiana.

An **80 acre** tract described as the East Half of Southwest Quarter (E/2 of SW/4) in Section 16, Township 21 North, Range 9 West, Webster Parish, Louisiana.

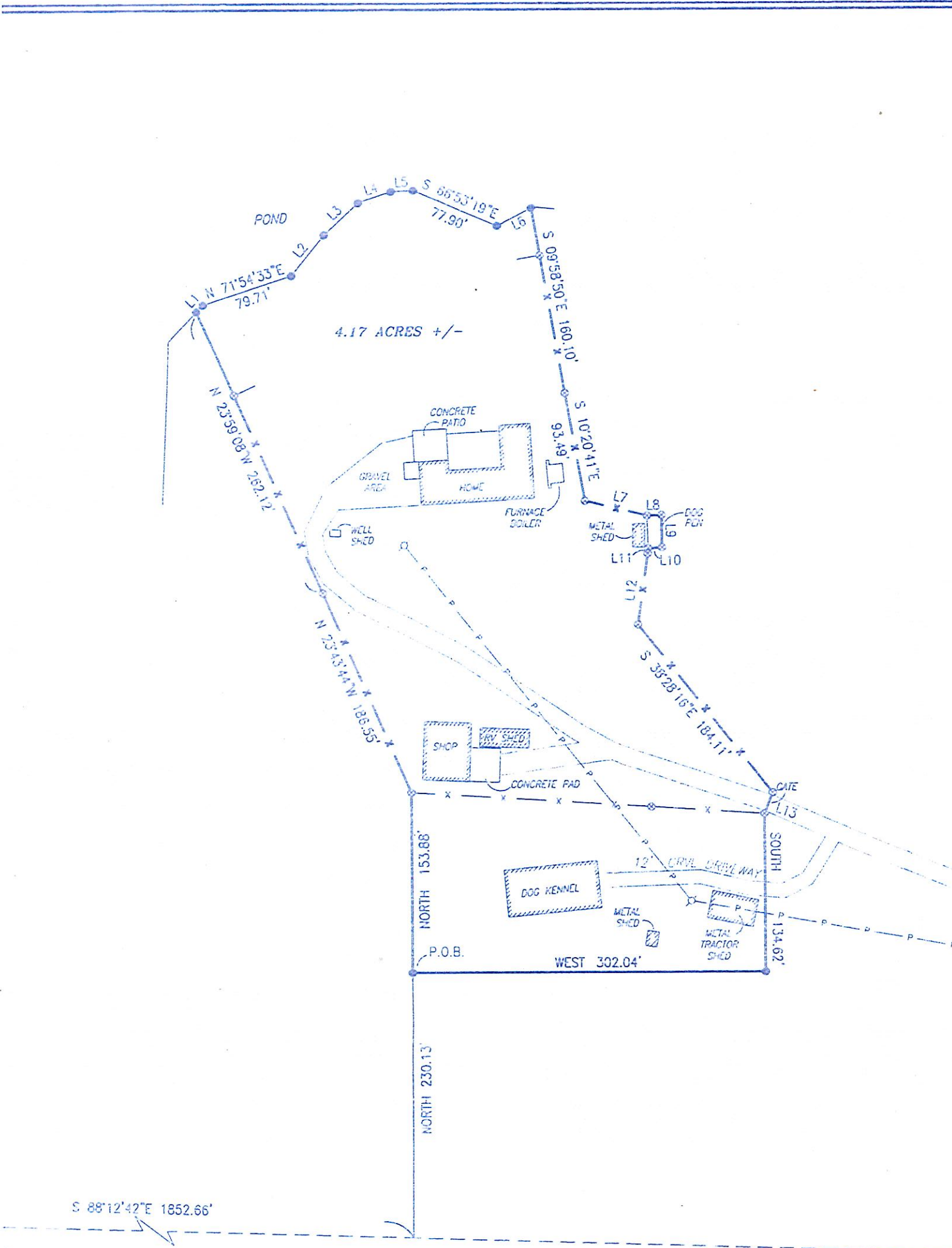
A **6 acre** tract described as the Northeast Quarter of Northwest Quarter of Southwest Quarter (NE/4 of NW/4 of SW/4) in Section \_\_\_, Township \_\_\_ North, Range \_\_\_ West, Webster Parish, Louisiana, less approximately 4 acres on the west side owned by Miranda Pruitt Henson as shown at Conveyance Book \_\_\_ page \_\_\_, as corrected at Book \_\_\_ page \_\_\_)



Section 21-21-9: A **40 acre** tract described as the Northeast Quarter of Northwest Quarter (NE/4 of NW/4) in Section 21, Township 21 North, Range 9 West, Webster Parish, Louisiana.

**Tract 4 – in Shongaloo area:**

Section 15-23-9: A 39.5833 acre tract in the Southwest Quarter of the Northeast Quarter (SW/4 of NE/4) in Section 15, Township 23 North, Range 9 West, Webster Parish, Louisiana, **LESS** the West 30.25 feet thereof; and **plus** the East 16.5 feet of the Southeast Quarter of the Northeast Quarter (SE/4 of NE/4) of Section 15, Township 23 North, Range 9 West, Webster Parish, Louisiana being tract No. 7 transferred to Etola Pruitt in Partition Deed filed at Conv. Bk 435, p. 843.



R  
/4  
-9

125

C Dale Frederick  
ATTACHMENT  
Roger Leonard

## SENTELL LAW FIRM, L.L.C.

Sherburne Sentell, Jr.  
Sherburne "Sherb" Sentell, III

Sentell Building  
111 North Monroe Street  
P. O. Box 875  
Minden, LA 71058-0875

Phone (318) 377-0123  
Fax (318) 377-0124

December 16, 2016

ATTORNEY'S OFFICE

DEC 19 2016

RECEIVED

~~Louisiana Ag Center  
Hill Farm Research Station  
Attention: Michael Blazier  
11959 Highway 9  
Homer, LA 71040~~

IN RE: Bequest to LSU Ag Center  
timber land in north Webster Parish

Dear Mr. Blazier:

This is a follow-up on the succession proceedings of James Shurrell Pruitt's estate that I am handling. As we discussed, Mr. Pruitt made a bequest in his will to the LSU Ag Center of certain property in the north part of Webster Parish. You indicated you were asked by the Ag Center to look at the property and see if it would be suitable for use in a teaching program by the Ag Center. I would appreciate your advising me if the LSU Ag Center intends to accept this bequest.

Mr. Pruitt's will provided that the bequest was subject to several conditions. The first condition is that his wife, Mrs. Pruitt, has a lifetime usufruct over the entire property that the LSU Ag Center would receive. The will specifically provides she is allowed to cut timber as she wishes from time to time.

The second condition is that the LSU Ag Center would agree to use the property in a teaching/agricultural program. Therefore, I need for you to confirm whether or not the LSU Ag Center agrees to put this property into an active teaching program.

The will also requires the Ag Center to give the program a name that incorporates "Pruitt Farms" in it, and to put a sign up to that effect on the main highway.

Mr. Pruitt clear-cut a large number of timber acres just before he died. I don't have the exact figures, but I think he clear-cut 300 acres or so. The forester involved (Chip Cline with Ewing Timber, Inc. of Jonesboro, Louisiana – phone 318-259-2204) indicated that the clear-cut area should be replanted. Mr. Pruitt's widow, Kay Pruitt, had initially contributed about \$8,000 to the replanting project which I understand from Mr. Cline has already been spent. However, Mrs. Pruitt did not want to spend any more money on replanting because

Louisiana Ag Center  
Hill Farm Research Station  
Attention: Michael Blazier  
December 16, 2016  
Page 2

she realized that she would not live long enough to reap the benefits of the planting. She is 65 years of age now. Accordingly, another decision LSU needs to make is whether or not they want to go forward with the replanting of the clear-cut acreage and pay the remaining cost to do so. It is my understanding that there is a window of time within which the replanting needs to be done before too much brush and young trees take over. I don't know the status now, but you can check with the forester, Mr. Cline, to find out exactly what the remaining window of time is. If LSU intends to replant, I would like to be advised of that decision.

I realize you would prefer this tract adjoin the Hill Farm acreage or be closer to it and may contemplate exchanging it for closer acreage. However, Mr. Pruitt's testament will not allow LSU to exchange it for other land. The will provides LSU cannot sell the property or transfer it to any other third party. In the event LSU does not desire to operate it as part of a teaching program, the will provides that LSU must either refuse the donation or donate any property they do not intend to use to Mr. Pruitt's children.

I would like to move forward with this succession and I need to know whether the bequest to the LSU Ag Center is going to be accepted or not.

Very truly yours,



C. Sherburne Sentell Jr.

CSSjr/pf

cc Kay Pruitt  
Dean William B. Richardson, LSU Ag Center ✓

STATE OF LOUISIANA: RECEIVED & FILED  
 CLERK OF COURT LAST WILL AND TESTAMENT  
 PARISH OF WEBSTER: 2016 APR 14 PM 3 00

I, **JAMES SHURRELL PRUITT**, a resident of and domiciliary of Minden, Webster Parish, Louisiana, being of sound mind and conscious of the uncertainty of life, do hereby make this my last will and testament, hereby revoking all prior wills and codicils that I may have made.

I was born on November 25, 1940, in Haynesville, Claiborne Parish, Louisiana.

I have been married three times. I was first married to Sharon Mangrum Pruitt, from whom I am legally divorced. I was then married on November 20, 1976, to Lavon Gray Pruitt, from whom I am legally divorced. I am presently married to Kay Lynn Patterson Pruitt. No children were born of any of my marriages.

I have adopted the following five children, to-wit:

- A. Miranda Shea Pruitt Henson
- B. James ("Jamie") Harold Pruitt II
- C. Anthony DeGray Pruitt
- D. Michael Dwayne Pruitt
- E. Lydia Diane Pruitt

I have no other children other than the five adopted children named above.

1.

Pledge to Evergreen Baptist Church

I direct that any outstanding written pledge to Evergreen Baptist Church in Evergreen, Louisiana, existing at the time of my death be paid in full.

2.

Specific Bequests to Wife, Kay

I will and bequeath to my beloved wife, Kay, the following assets:

- A. Any money or funds I have on account at any banks or banking institutions, including certificates of deposit and/or all investment or brokerage accounts, as well as any stocks and/or bonds or other similar investments I own at my death;
- B. Any other movable assets I own at my death, including but not limited to vehicles of any kind, boats, farm equipment and machinery.

3.

Usufruct in Favor of Wife, Kay

I do hereby will and bequeath to my beloved wife, Kay Lynn Patterson Pruitt, a testamentary usufruct over all other property that I own at the time of my death. This usufruct shall, in all events, survive for the remainder of her life. My wife, Kay, as usufructuary shall have the broadest and most liberal powers granted under Louisiana law to a usufructuary. Her usufructuary rights shall include, but not be limited to, the following rights:

August 20, 2013  
 Page 1 of 4 pages

  
 JAMES SHURRELL PRUITT, Testator

- A. The right to live in the family home for the rest of her life;
- B. The right to cut and sell timber, pulpwood or timber products from time to time and under any terms she deems appropriate. She shall be entitled to retain and use all proceeds from such sales as income from the property;
- C. All mineral rights under the land in my estate including the right to receive any oil and gas royalties, working interests, production payments or similar income, from existing wells as well as from any wells drilled after my death, and to use this income in any way she deems appropriate;

My wife shall have the right to lease any of the property for oil and gas (full executive rights) and to determine the terms and conditions of any such lease. An oil and gas lease may extend beyond the term of my wife's usufruct. Any damages payable for drilling operations or other causes in connection with any oil and gas lease, payable during her lifetime, shall be payable to my wife.

- D. The right to lease any real estate or land included in my estate and subject to usufruct and to receive any lease money, but a land surface lease shall terminate on my wife's death.

Should a dispute arise between my wife, as usufructuary, and LSU, as the naked owner or any heir or legatee, concerning matters of my estate, her rights as usufructuary or the interpretation of this will, or any ambiguity therein, the court shall interpret this will in a manner most favorable to my wife, Kay.

Should my wife, Kay, get involved in any litigation regarding my estate or the interpretation of my will or the interpretation of her rights as usufructuary or for any other reason, she may use estate income or assets subject to the usufruct in order to pay attorney's fees, expert fees and court costs as reasonably necessary.

My wife shall not during her lifetime donate, sell or transfer any of the land that comprises my estate at my death.

My wife, as usufructuary, shall not be obligated to post any security or bond and shall have no liability to Louisiana State University Agricultural Center for any use of funds or income, or estate property, or for any actions or omissions whatsoever. The usufructuary shall have no particular obligation to repair and maintain the premises during her lifetime other than as she deems appropriate. She shall have no obligation to render any accounting to LSU at any time other than to reasonably identify the surface acreage that comprises the estate.

My wife shall not be liable to Louisiana State University Agricultural Center for the diminution in value of the property attributable to her management of the property subject to her usufruct.

4.

Bequest to Louisiana State University Agricultural Center

Subject to a usufruct for life as set forth herein in favor of my wife, Kay, I give and bequeath to the Louisiana State University Agricultural Center (sometimes referred to herein simply as "LSU"), a 501(C)(3) charitable organization located in Baton Rouge, Louisiana the naked ownership of all of the land I own at my death.

August 20, 2013.  
Page 2 of 4 pages

  
\_\_\_\_\_  
JAMES SHURRELL PRUITT, Testator

The rights granted herein to Louisiana State University Agricultural Center includes the right of ownership of all buildings located on the property, including the house which may be used by the university for any purposes it sees fit as long as the integrity of the property is maintained and the property is protected.

I direct that after my wife's death, income from the premises bequeathed to LSU shall be used for the improvement and management of the estate.

Should for any reason the Louisiana State University Agricultural Center elect not to accept this donation or refuse to accept the donation subject to the conditions specified herein or desire to only use part of my land, then I will and bequeath the remainder of my estate equally to my three children, Miranda Pruitt Henson, James Pruitt II and Lydia Diane Pruitt, with said bequest being subject to the said lifetime usufruct in favor of my wife, Kay.

This donation is subject to the suspensive condition that LSU shall not sell, transfer, donate or dispose of any portion of the real estate to a third party other than my family. If they no longer desire to use or operate all or any part of the property under an agricultural and/or teaching program, they are directed to then donate any such property to my children, James H. Pruitt II, Lydia Diane Pruitt and Miranda Shea Pruitt Henson in equal proportions, or if one of those parties is deceased, to that party's heirs in the same proportion the parent would have received.

I request that Louisiana State University Agricultural Center select an appropriate name for the property bequeathed herein that indicates the property was the Pruitt Farm and/or was donated to the university by the Pruitt family. I request that a sign reflecting "Pruitt" be erected at the main highway entrance or at the main building on the property, or both.

5.

Recreational Bequest to Daughter, Miranda

I do hereby will and bequeath as a particular legacy to my daughter, Miranda Shea Pruitt Henson, as a personal servitude, the right to have the recreational use of all of the estate property which lies East of the Dorcheat Road. This bequest does not include the proceeds of any timber sales or any revenue from any development of minerals underlying said property. The right of recreational use granted to Miranda Shea Pruitt Henson shall be subject to and not interfere with or adversely affect the usufructuary rights granted herein to my beloved wife, Kay Lynn Patterson Pruitt, of said property. After my wife's death, the rights in favor of Miranda Pruitt Henson shall continue so long as they do not interfere with the right of ownership thereof by Louisiana State University Agricultural Center. The grant of recreational use to Miranda Shea Pruitt Henson shall terminate upon her death.

6.

Specific Exclusion

Since the Louisiana Supreme Court has overruled the legislation which deleted forced heirship, I do hereby specifically disinherit Anthony DeGray Pruitt and Michael Dwayne Pruitt under the provisions of Louisiana Civil Code Article 1621:12 because neither has communicated or contacted me in excess of a period of two years.

August 20, 2013  
Page 3 of 4 pages

  
JAMES SHURRELL PRUITT, Testator

7.

General Provisions

- A. All of my debts, taxes and expenses shall be borne and paid in accordance with law.
- B. There shall be no collation of or on account of any gift made by me to any of my heirs. I intend any gift to a child constitute an extra portion to that child. If any of my children are indebted to me at the time of my death, I forgive that indebtedness.
- C. Any expenses of collecting, protecting, appraising, packing, storing, shipping, cleaning and insuring any property bequeathed in this will shall be paid as administrative expenses of my succession.
- D. Should I die together with any successor in a common disaster or under such circumstances as to render it doubtful as to who died first, it shall be presumed that I survived.
- E. As used herein, any gender shall include all genders, words used in the singular may include the plural, or the plural may be used as the singular.
- F. If any provision of this instrument be pronounced invalid by the proper court, that provision shall be considered as not written, and such action shall not affect the validity of the will itself.
- G. If a legatee either disclaims or renounces all or any part of a bequest herein, that particular bequest shall terminate.

8.

Executrix/Independent Administratrix

I name my wife, Kay Lynn Patterson Pruitt, as Executrix of my succession and dispense with any bond being required. I hereby provide for the independent administration of my estate so that my executrix may act as an independent administrator and have the maximum authority of an executrix including the right to act without the necessity of court approval in many instances as is now provided by Louisiana law.

IN WITNESS WHEREOF, I do hereby now declare that this is my last will and testament, consisting of four (4) pages, and I have signed this will in the presence of the undersigned competent witnesses and Notary Public at Minden, Louisiana, this 20<sup>th</sup> day of August, 2013.

*James Shurrell Pruitt*  
 JAMES SHURRELL PRUITT, Testator

In our presence the testator has declared or signified that this instrument is his testament and has signed it at the end and on each other separate page, and in the presence of the testator and each other, we have hereunto subscribed our names this 20<sup>th</sup> day of August, 2013, at Minden, Louisiana.

WITNESSES:

*Paula Foster*  
 Print name: Paula Foster

*Alexis Grigsby*  
 Print name: Alexis Grigsby

*C. S. Sentell Jr.*  
 NOTARY PUBLIC  
 Print name: C. S. Sentell Jr.  
 ID Number: 11938



STATE OF LOUISIANA:  
PARISH OF CADDO:

CODICIL TO LAST WILL AND TESTAMENT

I, James Shurrell Pruitt, of Minden, Louisiana, do hereby make and declare this document to be a codicil to my last will and testament dated August 20, 2013, revoking any prior codicil, but not my prior will. I now bequeath to my wife, Kay Pruitt, in full ownership, and free of any usufruct, a tract of land containing my family home and all the land in the fenced-in yard area surrounding my home including the electric gate at the entrance to our yard. Said tract shall include a metal shop building and the shed for my travel trailer (both located south of my home) and our water well. In addition to the above tract within said fence, I further bequeath to my wife the property containing the dog pens, located south of the above said metal shop building. This tract shall encompass a square acre of land surrounding the dog pens with the dog pens in the center. My wife shall have full discretion to locate the boundaries of this tract. I also bequeath to Kay Pruitt all the land between the said square acre and our fenced-in yard bequeathed to my wife above. The bequests to Kay Pruitt above are to be excluded from my previous bequest to LSU Agricultural Center.

I further grant a permanent road right-of-way (egress and ingress) which shall be a permanent predial servitude on my adjacent property for the benefit of the above described tract bequeathed to my wife herein. This servitude or right-of-way shall be located where there are now any existing roads leading to the tract bequeathed above to my wife. This servitude shall extend to the public road called the Pruitt Road and shall encompass the present length and width of any existing road from the property bequeathed to my wife out to the Pruitt Road. In all events, this right-of-way shall be no less than 15 feet wide on both sides from the center line of said road, or 30 feet wide.

The naked ownership previously bequeathed to LSU Agricultural Center of all my remaining land shall not include mineral rights. The naked ownership of all such mineral rights is bequeathed to my three children, James Pruitt II, Lydia Pruitt and Miranda Pruitt Henson, subject to a usufruct for life in favor of my wife, Kay Pruitt.

My wife and any subsequent owner of my home shall have the right to fish in the pond adjacent to my home and fully use the pond for recreation. This right shall be a permanent predial servitude of use in favor of the property bequeathed herein to my wife.

The usufruct originally granted in favor of my wife shall allow her to cut and sell timber, pulpwood or timber products in any amount and at any time she deems appropriate, and she may retain the proceeds as income. She shall have complete discretion as to how much timber products she desires to harvest at any time. Should Louisiana State University Agricultural Center indicate they intend to use any part of the land bequeathed to it for farm land, an orchard or any other use whereby they would expect to clear-cut all or most of the timber, my wife shall have the right to clean-cut or clear-cut all timber products on any such area and retain the proceeds as income.

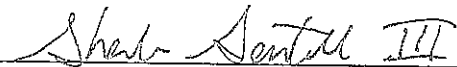
I confirm my said will in all other respects, as amended herein.


IN WITNESS WHEREOF, I do hereby now declare that this is a codicil to my last will and testament dated August 20, 2013, and I have signed this codicil in the presence of the undersigned competent witnesses and Notary Public at Shreveport, Louisiana, this 4<sup>th</sup> day of March, 2016.

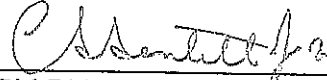
  
\_\_\_\_\_  
JAMES SHURRELL PRUITT, Testator

In our presence the testator has declared or signified that this instrument is his codicil to his testament dated August 20, 2013, and has signed it at the end, and in the presence of the testator and each other, we have hereunto subscribed our names this 4<sup>th</sup> day of March, 2016, at Shreveport, Louisiana.

WITNESSES:

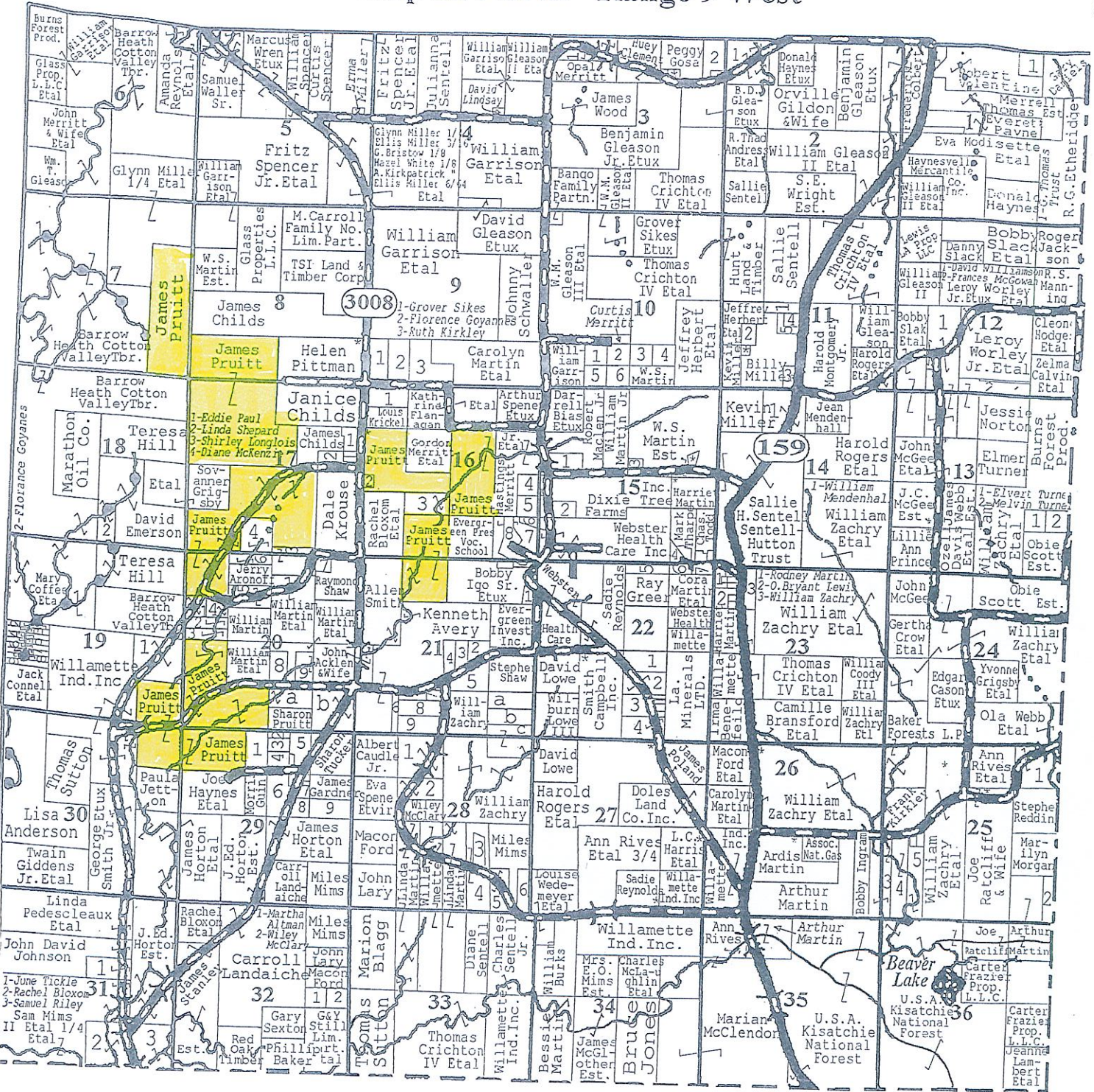
  
Print name: Sherb Sentell III

  
Print name: Drane G. Sentell

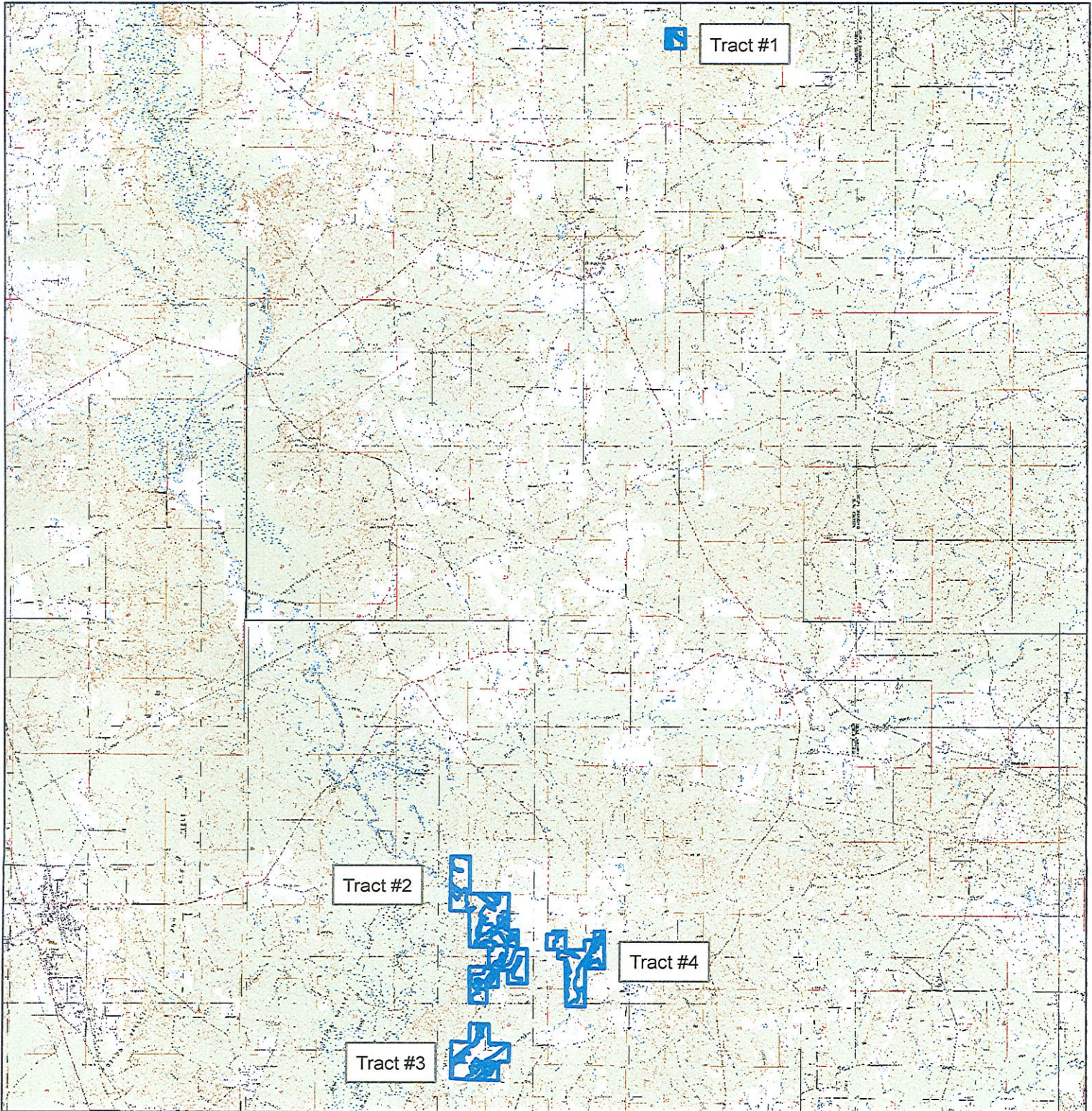
  
\_\_\_\_\_  
NOTARY PUBLIC  
Print name: C. S. Sentell Jr.  
ID Number: 11938

# Township 21 North - Range 9 West

C



# James Pruitt Properties Webster Parish, LA



**EWING TIMBER, L.L.C.**  
A FORESTLAND MANAGEMENT COMPANY



(318) 259-2204

(800) 671-7395

PLAT OF SURVEY FOR KAY FRUIT

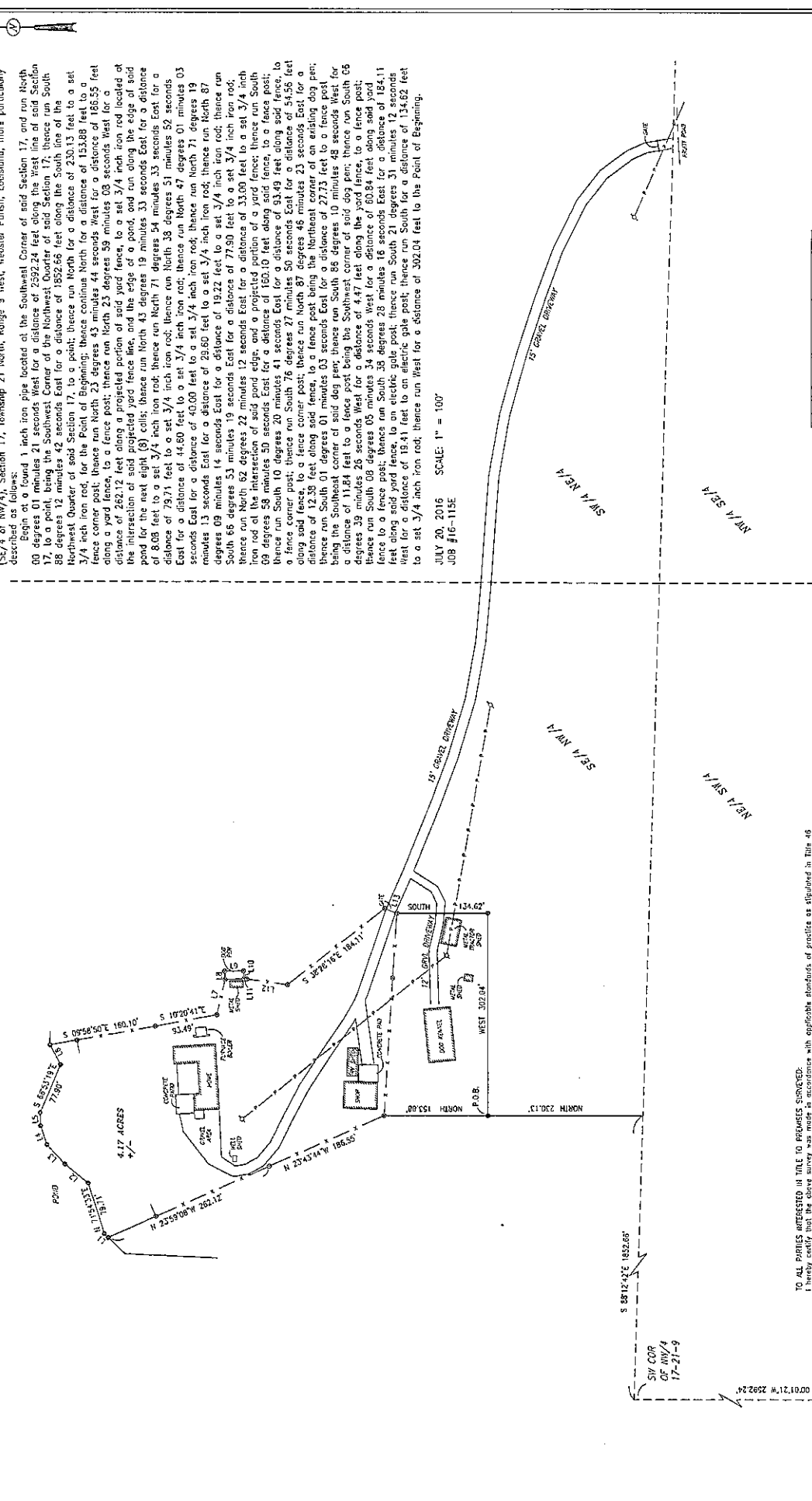
DESCRIPTION:

A 4.17 acre, more or less, tract of land located in the Southeast Quarter of the Northwest Quarter (SE 1/4 of NW 1/4), Section 17, Township 21 North, Range 9 West, Webster Parish, Louisiana, more particularly described as follows:

Begin at a found 1 inch iron pipe located at the Southwest Corner of said Section 17, and run North 09 degrees 12 minutes 41 seconds East for a distance of 2392.24 feet along the West line of said Section 17, thence run South 88 degrees 12 minutes 42 seconds East for a distance of 1852.66 feet along the South line of the Northwest Quarter of said Section 17, to a point; thence run North for a distance of 239.13 feet to a set 3/4 inch iron rod, for the Point of Beginning; thence continue North for a distance of 153.88 feet to a fence corner post; thence run North 23 degrees 43 minutes 44 seconds West for a distance of 166.55 feet along a yard fence; to a fence post; thence run North 23 degrees 59 minutes 08 seconds West for a distance of 262.12 feet along a projected portion of said yard fence, to a set 3/4 inch iron rod located at the intersection of said projected yard fence line, and the edge of a pond, and run along the edge of said pond for the next eight (8) coils; thence run North 43 degrees 19 minutes 33 seconds East for a distance of 8.08 feet to a set 3/4 inch iron rod; thence run North 71 degrees 54 minutes 33 seconds East for a distance of 79.71 feet to a set 3/4 inch iron rod; thence run North 38 degrees 51 minutes 52 seconds East for a distance of 44.60 feet to a set 3/4 inch iron rod; thence run North 47 degrees 01 minutes 03 seconds East for a distance of 40.00 feet to a set 3/4 inch iron rod; thence run North 71 degrees 19 minutes 13 seconds East for a distance of 29.60 feet to a set 3/4 inch iron rod; thence run North 87 degrees 09 minutes 14 seconds East for a distance of 19.22 feet to a set 3/4 inch iron rod; thence run South 66 degrees 53 minutes 19 seconds East for a distance of 77.90 feet to a set 3/4 inch iron rod; thence run North 62 degrees 12 minutes 12 seconds East for a distance of 33.00 feet to a set 3/4 inch iron rod at the intersection of said pond edge; and a projected portion of a yard fence; thence run South 09 degrees 58 minutes 50 seconds East for a distance of 160.10 feet along said fence, to a fence post; thence run South 10 degrees 20 minutes 41 seconds East for a distance of 93.49 feet along said fence, to a fence corner post; thence run South 76 degrees 27 minutes 50 seconds East for a distance of 54.56 feet along said fence, to a fence corner post; thence run North 87 degrees 46 minutes 23 seconds East for a distance of 12.38 feet along said fence, to a fence post being the Northeast corner of an existing dog pen; thence run South 01 degrees 01 minutes 03 seconds East for a distance of 27.73 feet to a fence post being the Southwest corner of said dog pen; thence run South 88 degrees 10 minutes 48 seconds West for a distance of 11.84 feet to a fence post being the Southwest corner of said dog pen; thence run South 65 degrees 29 minutes 26 seconds West for a distance of 44.72 feet to a fence post being the Southwest corner of said dog pen; thence run South 05 degrees 34 seconds West for a distance of 60.84 feet along said fence to a fence post; thence run South 38 degrees 28 minutes 16 seconds East for a distance of 184.11 feet along said yard fence, to an electric gate post; thence run South 21 degrees 31 minutes 12 seconds West for a distance of 19.41 feet to an electric gate post; thence run South for a distance of 134.62 feet to a set 3/4 inch iron rod; thence run West for a distance of 302.04 feet to the Point of Beginning.

JULY 20, 2016 SCALE: 1" = 100'

JOB #16-115E



Course	Bearing	Distance
L1	N 88° 12' 41.0\"	2392.24
L2	S 88° 12' 42.0\"	1852.66
L3	N 23° 43' 44.0\"	153.88
L4	N 23° 59' 08.0\"	166.55
L5	N 23° 59' 08.0\"	262.12
L6	N 43° 19' 33.0\"	8.08
L7	N 71° 54' 33.0\"	79.71
L8	N 38° 51' 52.0\"	44.60
L9	N 47° 01' 03.0\"	40.00
L10	N 71° 19' 13.0\"	29.60
L11	N 87° 09' 14.0\"	19.22
L12	S 66° 53' 19.0\"	77.90
L13	N 62° 12' 12.0\"	33.00
L14	S 09° 58' 50.0\"	160.10
L15	S 10° 20' 41.0\"	93.49
L16	S 76° 27' 50.0\"	54.56
L17	S 01° 01' 03.0\"	27.73
L18	S 88° 10' 48.0\"	11.84
L19	S 65° 29' 26.0\"	44.72
L20	S 05° 34' 00.0\"	60.84
L21	S 38° 28' 16.0\"	184.11
L22	S 21° 31' 12.0\"	19.41
L23	S 21° 31' 12.0\"	134.62
L24	W 302° 04' 00.0\"	302.04
L25	N 11° 18' 13.3\"	239.13

**LEGEND**

- SET 3/4" IRON ROD
- FOUND 1" IRON PIPE
- POWER POLE
- FENCE OR GATE POST
- POWER POLE
- FENCE USE

TO ALL PARTIES INTERESTED IN TITLE TO PREMISES SURVEYED: I hereby certify that the above survey was made in accordance with applicable standards of practice as stipulated in Title 46 for a Class "B" Survey.

The plat represents an actual traversed survey made by me on the ground and is correct and any encroachments either way across property lines are as shown.

This property is located in Flood Zone "X", or as determined to be outside the 0.2% annual chance floodplain. Ref. F.I.R.M. Comm. Plan. No. 220357 0250 E. Effective Date: March 02, 2010.

This property has access to a publicly maintained road, via existing rights-of-way, as shown in the last will and testament of James S. Pruitt, which is shown above in its present location as of this day, July 20, 2016.

This property is not located in an incorporated town, city or village.

Bearings from previous surveys.

All structures and rights of way shown herein were located by observable evidence on the ground. Additional structures and rights of way or records or of use affecting the surveyed property may exist.

This title research was performed as to encumbrances and conveyances that may affect the surveyed property.

Survey based on information provided by owner.



SCALE: 1" = 100'  
 DRAWN: 7-21-16  
 DATE: JULY 20, 2016

Landmark Land Surveying, Inc.  
 114 Pearl St., Minden, Louisiana  
 (504) 377-9100  
 SW



**Request from LSU Agricultural Center to Approve a  
Swap of Property to simplify and correct orphaned boundary conditions  
Northeast Research Station, Tensas Parish  
St. Joseph, Louisiana**

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

**Date: September 8, 2017**

Pursuant to Article VII, Section 9, A.2 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter":

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

**1. Summary of Matter**

The LSU AgCenter and Panola Corporation wish to swap properties and modify the property boundary line on a tract of property in order to eliminate orphaned property on either side of Bayou Bruin. The new boundary line will traverse the center line of Bayou Bruin simplifying and correcting the boundary condition creating the orphaned property.

The swap will consist of Panola Corporation transferring title of 8.13 acres on East side of Bayou Bruin to LSU and LSU transferring title of 0.67 acres on West side to Panola Corporation.

The AgCenter is further requesting the Board of Supervisors to authorize and empower the President at this time to sign any subsequent agreement(s) regarding the Northeast Research Station Property Swap which the President believes is in the best interest of LSU.

**2. Review of Business Plan**

N/A

**3. Fiscal Impact**

None

**4. Description of Competitive Process**

N/A

**5. Review of Legal Documents**

One or more Agreements between Panola and the LSU Board of Supervisors

**6. Parties of Interest**

- LSU Board of Supervisors
- LSU AgCenter
- Panola Corporation

**7. Related Transactions**

None

**8. Conflicts of interests**

None.

**ATTACHMENTS**

- I. Vice President Letter
- II. Survey

**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, Louisiana State University, to execute agreement(s) necessary to effectuate the property swap with Panola Corporation.

**BE IT FURTHER RESOLVED** that F. King Alexander, President, Louisiana State University, or his designee, be hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, in consultation with General Counsel, to include in the agreement any and all provisions and stipulations that he deems in the best interest of the Louisiana State University Board of Supervisors and the LSU AgCenter.



August 7, 2017

To: F. King Alexander, President  
LSU System

Thru:  William B. Richardson, Vice President  
LSU AgCenter 

Thru: Patrick Martin, Assistant Vice President  
Real Estate, Public Partnerships, and Compliance

From: Dale Frederick, Director  
Facilities Planning, LSU AgCenter

RE: **Significant Board Matter**  
Swap of Property – Boundary Correction  
Northeast Research Station  
Tensas Parish  
St. Joseph, Louisiana

The LSU AgCenter and Panola Corporation wish to swap properties and modify the property boundary line on a tract of property in order to eliminate orphaned property on either side of Bayou Bruin. The new boundary line will traverse the center line of Bayou Bruin simplifying and correcting the boundary condition creating the orphaned property.

The AgCenter is further requesting the Board of Supervisors to authorize and empower you at this time to sign any subsequent agreement(s) regarding this parcel of property at the **Northeast Research Station** which you believe is in the best interest of LSU.

As this project is in support of the AgCenter and its mission, we enclose herewith our request for approval and ask that it be placed on the agenda of the Board of Supervisors **September 8<sup>th</sup> 2017** meeting.

I certify that, to the best of my knowledge, I have provided all necessary documentation and that the information contained therein is complete, accurate, and in compliance with Article VII, Section 9 of the Bylaws of the Board of Supervisors. I agree to cooperate in any issues related to this matter. Please let me know if any additional information is needed.

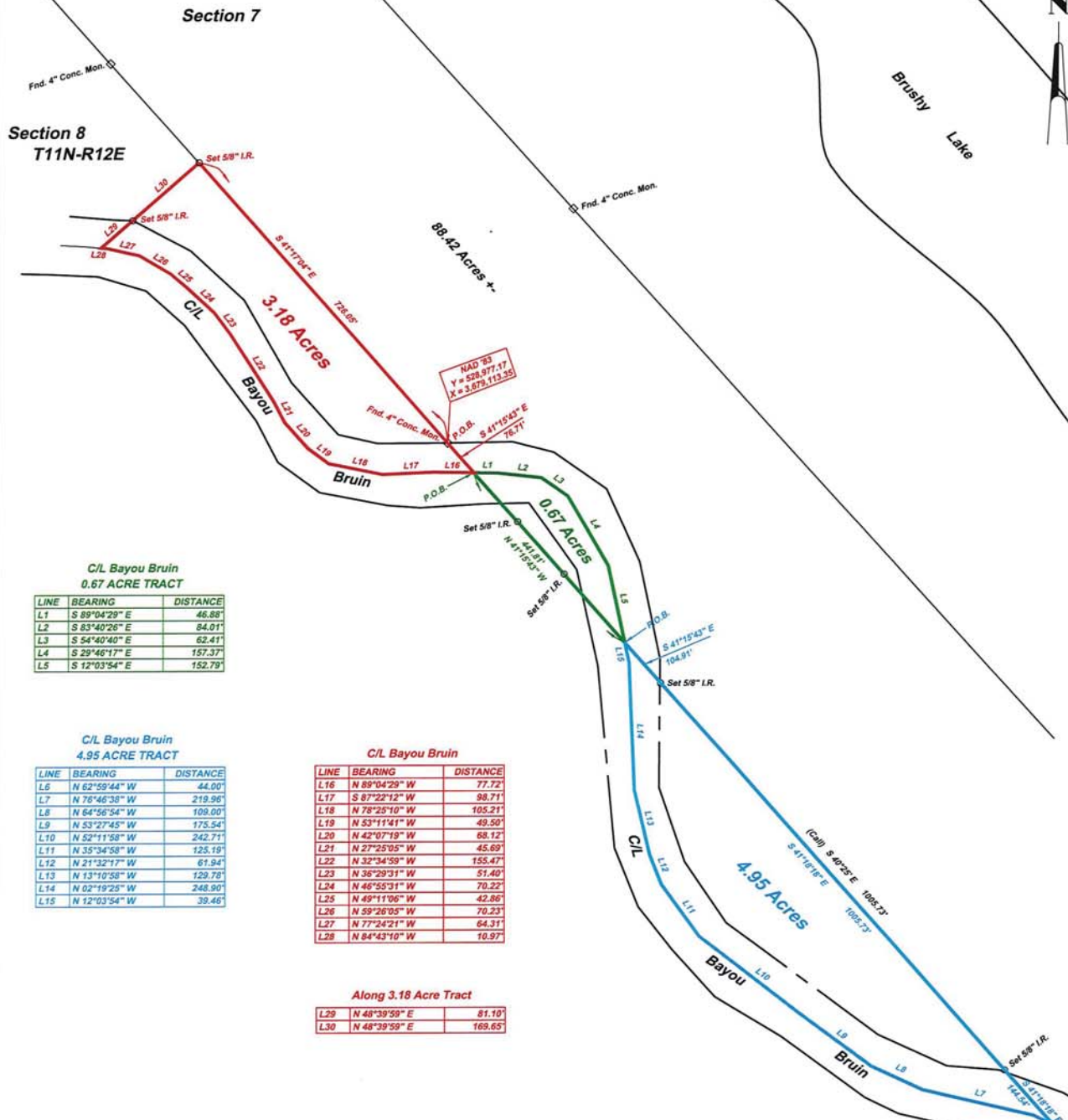
Attachments

xc: Ms. Ann Coulon  
Mr. Patrick Martin  
Mr. Dale G. Frederick  
Dr. Rogers Leonard

For the latest  
research-based information  
on just about anything,  
visit our Website:  
[www.lsuagcenter.com](http://www.lsuagcenter.com)

# EXHIBIT "A"

Orientation derived from OPUS  
 Solution Report # OP1492032048176  
 Datum: NAD\_83 (2011)  
 Zone: Louisiana North (1701)  
 Geoid: GEOID12B (Conus)  
 US Survey Foot



**C/L Bayou Bruin  
0.67 ACRE TRACT**

LINE	BEARING	DISTANCE
L1	S 89°04'29" E	46.88'
L2	S 83°40'26" E	84.01'
L3	S 54°40'40" E	62.41'
L4	S 29°46'17" E	157.37'
L5	S 12°03'54" E	152.79'

**C/L Bayou Bruin  
4.95 ACRE TRACT**

LINE	BEARING	DISTANCE
L6	N 62°59'44" W	44.00'
L7	N 76°46'38" W	219.96'
L8	N 64°56'54" W	109.00'
L9	N 53°27'45" W	175.54'
L10	N 52°11'58" W	242.71'
L11	N 35°34'58" W	125.19'
L12	N 21°32'17" W	61.94'
L13	N 13°10'58" W	129.78'
L14	N 02°19'29" W	248.90'
L15	N 12°03'54" W	39.46'

**C/L Bayou Bruin**

LINE	BEARING	DISTANCE
L16	N 89°04'29" W	77.72'
L17	S 87°22'12" W	98.71'
L18	N 78°25'10" W	105.21'
L19	N 53°11'41" W	49.50'
L20	N 42°07'19" W	68.12'
L21	N 27°25'05" W	45.89'
L22	N 32°34'59" W	155.47'
L23	N 36°29'31" W	51.40'
L24	N 46°55'31" W	70.22'
L25	N 49°11'06" W	42.86'
L26	N 59°26'05" W	70.23'
L27	N 77°24'21" W	64.31'
L28	N 84°43'10" W	10.97'

**Along 3.18 Acre Tract**

L29	N 48°39'59" E	81.10'
L30	N 48°39'59" E	169.65'

Map Of Survey Of  
**8.80 ACRE TRACT**  
 Formerly Properties Of  
**Kenneth O. Doty, et al**  
 Prepared For  
**Board of Supervisors Of  
 Louisiana State University  
 And  
 Agricultural And Mechanical College**  
 Situated In  
 Sections 7 & 8, T11N-R12E  
 Tensas Parish, Louisiana



*Malcolm G. Barlow*  
 Malcolm G. Barlow, Reg. P.L.S. #3404  
 June 19, 2017

Class "C" Survey  
 Survey Date: 04/10/2017 - 04/20/2017

JORDAN, KAISER & SESSIONS, LLC  
 279 Lower Woodville Road, Natchez, MS 39120  
 p 601.442.3628 f 601.442.5511  
 www.jksllc.com





**Request from LSU Agricultural Center to Approve a  
Sale of Property at the  
Northeast Research Station, Tensas Parish  
St. Joseph, Louisiana**

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

**Date: September 8, 2017**

Pursuant to Article VII, Section 9, A.2 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter":

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

**1. Summary of Matter**

The Tensas Parish Police Jury is in the process of developing the Tensas Parish Port on property they own adjacent to LSU property at the NERS with funding from a USDA Grant. They wish to purchase approximately 61 acres of LSU property on the unprotected river side of the Mississippi River in order to construct the port and maximize its potential. The acquisition of the property will significantly enhance the Port's handling capacity and have a positive impact on job growth and economic development in the area.

Due to the location of property on the unprotected side of levee, it is subject to seasonal flooding which makes it unattractive for research and commodity production. The sale of the property will be beneficial to the AgCenter as it will eliminate the need for cleanup and upkeep of the area.

Senator Thompson introduced Senate Bill No. 125 at the 2017 Regular Session which authorizes and provides for the transfer of this property to Tensas Parish Police Jury. Furthermore, it authorizes and empowers the President of Louisiana State University Agricultural and Mechanical College and the Commissioner of Administration to enter into such agreements necessary to effectuate the transfer. The Bill was enrolled in ACT No. 188 and signed by the Governor on 6/12/2017.

The AgCenter is further requesting the Board of Supervisors to authorize and empower the President to sign the necessary agreements regarding the Northeast Research Station property sale to Tensas Parish Police Jury.

**2. Review of Business Plan**

As stipulated in ACT No. 188, consideration for sale of property must be at least the appraised value of the property. Funds from the sale shall be made available by the Division of Administration to the LSU Agricultural Center for use in the Northeast Region for programs, capital improvements, and maintenance of existing facilities and infrastructure.

**3. Fiscal Impact**

The appraised value has been determined to be \$3,400 per acre, as reported in a certified appraisal completed April 12, 2017.

Anticipated revenue from the sale is \$207,400.

#### 4. Description of Competitive Process

Competitive process is not required as the Tensas Parish Police Jury is a government entity of Louisiana and State Legislation approved sale in ACT No. 188.

#### 5. Review of Legal Documents

- ACT No. 188 2017 Regular Session
- Tensas Parish Police Jury Resolution to purchase property
- 2017 Appraisal Report
- Act of Sale

#### 6. Parties of Interest

- LSU Board of Supervisors
- LSU AgCenter
- Tensas Parish Police Jury

#### 7. Related Transactions

None

#### 8. Conflicts of interests

None

#### ATTACHMENTS

- I. Vice President Letter
- II. ACT No. 188 2017 Regular Session
- III. Tensas Parish Police Jury Resolution to purchase property
- IV. 2017 Appraisal Report (Available on the Board of Supervisors website)
- V. Survey Plat
- VI. Act of Sale Draft(s)

#### 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, Louisiana State University, to execute lease agreement(s) with highest responsive and responsible bidder(s) for the purpose of generating revenue for the LSU AgCenter to be utilized to address budget shortfalls and/or supplement other priority programs.

**BE IT FURTHER RESOLVED** that F. King Alexander, President, Louisiana State University, or his designee, be hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, in consultation with General Counsel, to include in the lease any and all provisions and stipulations that he deems in the best interest of the Louisiana State University Board of Supervisors and the LSU AgCenter.



August 7, 2017

To: F. King Alexander, President  
LSU System

Thru: *Wm* William B. Richardson, Vice President *BGRW*  
LSU AgCenter

Thru: Patrick Martin, Assistant Vice President  
Real Estate, Public Partnerships, and Compliance

From: Dale Frederick, Director  
Facilities Planning, LSU AgCenter

RE: **Significant Board Matter**  
Sale of Property  
Northeast Research Station  
Tensas Parish  
St. Joseph, Louisiana

The Tensas Parish Police Jury is interested in purchasing property at the **Northeast Research Station** in order to construct the Tensas Parish Port and maximize its potential. The LSU AgCenter is requesting that the Board of Supervisors approve the sale of property. The parcel to be sold is approximately **61.0** acres of LSU property on the unprotected river side of the Mississippi River. The property is subject to seasonal flooding which makes it unattractive for research and commodity production. As stipulated in ACT No. 188 consideration for sale of property must be at least the appraised value of the property. Competitive process is not required.

The AgCenter is further requesting the Board of Supervisors to authorize and empower you at this time to sign any subsequent agreement(s) regarding this parcel of property at the **Northeast Research Station** which you believe is in the best interest of LSU.

As this project is in support of the AgCenter and its mission, we enclose herewith our request for approval and ask that it be placed on the agenda of the Board of Supervisors **September 8, 2017** meeting.

I certify that, to the best of my knowledge, I have provided all necessary documentation and that the information contained therein is complete, accurate, and in compliance with Article VII, Section 9 of the Bylaws of the Board of Supervisors. I agree to cooperate in any issues related to this matter. Please let me know if any additional information is needed.

Attachments

xc: Ann Coulon  
Patrick Martin  
Dale G. Frederick  
Rogers Leonard

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research-based information  
on just about anything,  
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[www.lsuagcenter.com](http://www.lsuagcenter.com)

2017 Regular Session

**ACT No. 188**ENROLLED

SENATE BILL NO. 125

BY SENATOR THOMPSON

Prefiled pursuant to Article III, Section 2(A)(4)(b)(i) of the Constitution of Louisiana.

1 AN ACT

2 To authorize and provide for the transfer of certain state property; to provide for the transfer  
 3 of state property in Tensas Parish; to provide for the property description; to provide  
 4 for reservation of mineral rights; to provide terms, conditions, and requirements; and  
 5 to provide for related matters.

6 Be it enacted by the Legislature of Louisiana:

7 Section 1. The president of Louisiana State University Agricultural and  
 8 Mechanical College and the commissioner of administration, notwithstanding any  
 9 other provision of law to the contrary, are hereby authorized and empowered to  
 10 convey, transfer, assign, lease, or deliver any interest, excluding mineral rights, the  
 11 state may have to all or any portion of the following described parcel of property,  
 12 including improvements, to the parish governing authority of Tensas Parish:

13 A 150.23 acre tract of land situated in Section 7, Township 11 North, Range 12  
 14 East in Tensas Parish, Louisiana, being more particularly described as follows,  
 15 to-wit:

16 Beginning at the Northwest corner of Section 7 of T 11 N - R 12  
 17 E, Tensas Parish, Louisiana, and thence run S 40° 25' E 3,881.15  
 18 feet along the line common to Sections 7 and 8 (Deed bearing is  
 19 S 40° E) to the East right-of-way line of Louisiana State Highway  
 20 No. 604 and being 30 feet from the centerline; thence turn and  
 21 follow the east and south right-of way line of said highway as  
 22 follows: N 51° 41' E 107.13 feet to a point (Deed call is N 51° 38'  
 23 E 103.7 feet); N 59° 09' E 355.4 feet to the P. C. of a curve; thence  
 24 run around the inside of a curve to the right with a radius of

SB NO. 125

ENROLLED

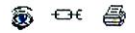
1           the South line of said Lot "A" to iron pipe at the Southwest  
2           corner of said Lot "A"; thence turn and run N 41° W 2,970.0 feet  
3           along the West line of lot "A" to the corner common to Lots "A"  
4           and "B" of said Chetwynde Plantation; thence turn and run N  
5           49° 15' W along the West line of said Lot "B" 337.54 feet to the  
6           intersection with the line common to Sections 7 and 36 of T 11 N  
7           - R 12 E; thence turn and run S 64° W 430.89 feet along the line  
8           common to Sections 7 and 36 to The Point of Beginning. The  
9           above described tract of land containing 150.23 Acres, more or  
10          less, and being shown by heavy outline on the plat of survey made  
11          by Frank L. Messinger, Registered Surveyor, a copy of which  
12          plat is attached hereto and made a part hereof, and paraphed  
13          "Ne Varietur" for identification with this act; and said tract  
14          herein conveyed being situated in Section 7 of T 11 N - R 12 E,  
15          Tensas Parish, Louisiana, and being a portion of that certain  
16          property acquired by S. Z. Olds from Margaret Ashford by deed  
17          dated August 14, 1945, recorded August 20, 1945, in Notarial  
18          Records Book "KK", Page 560 of the Records of Tensas Parish,  
19          Louisiana, and being the same property acquired by Kenneth O.  
20          Doty, et als, from the S. Z. Olds, Estate by deed dated November  
21          2, 1966 and recorded in Conveyance Book 15, Page 455, of the  
22          Records of Tensas Parish, Louisiana.

23           Section 2. The president of Louisiana State University Agricultural and  
24          Mechanical College and the commissioner of administration, are hereby authorized to  
25          enter into such agreements, covenants, conditions, and stipulations and to execute such  
26          documents as necessary to properly effectuate any conveyance, transfer, assignment,  
27          lease, or delivery of title, excluding mineral rights, to the property, including  
28          improvements, described in Section 1, and as more specifically described in any such  
29          agreements entered into and documents executed by and between the president of  
30          Louisiana State University Agricultural and Mechanical College, the commissioner of

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## 2017 REGULAR SESSION

### SB125 by Senator Francis C. Thompson



**PUBLIC LANDS:** Authorizes the sale of certain property in Tensas Parish. (gov sig)

**Current Status:** Signed by the Governor - Act 188

[Text](#) ▶ [Amendments](#) ▶ [Digests](#) ▶ [Votes](#) ▶ [Authors](#) ▶

Date	Chamber	Journal Page	Action	<a href="#">sort history by ascending dates</a>
06/12	S		Effective date 6/12/2017.	
06/12	S		Signed by the Governor. Becomes Act No. 188.	
06/02	S	86	Sent to the Governor by the Secretary of the Senate.	
06/01	H	49	Signed by the Speaker of the House.	
06/01	S	76	Enrolled. Signed by the President of the Senate.	
05/31	S	40	Amendments proposed by the House read and concurred in by a vote of 38 yeas and 0 nays.	
05/30	S	2	Received from the House with amendments.	
05/30	H	11	Read third time by title, amended, roll called on final passage, yeas 95, nays 0. Finally passed, ordered to the Senate.	
05/26	H		Scheduled for floor debate on 05/30/17.	
05/22	H	8	Read by title, passed to 3rd reading.	
05/18	H	53	Reported without Legislative Bureau amendments.	
05/17	H	41	Reported favorably (12-0). Referred to the Legislative Bureau.	
04/27	H	4	Read by title, under the rules, referred to the Committee on Natural Resources and Environment.	
04/26	H	20	Received in the House from the Senate, read by title, lies over under the rules.	
04/26	S	16	Read by title, passed by a vote of 33 yeas and 0 nays, and sent to the House. Motion to reconsider tabled.	
04/25	S	11	Read by title. Ordered engrossed and passed to third reading and final passage.	
04/24	S	3	Reported favorably.	
04/10	S	13	Introduced in the Senate; read by title. Rules suspended. Read second time and referred to the Committee on Natural Resources.	
03/30	S		Prefiled and under the rules provisionally referred to the Committee on Natural Resources.	

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P.O. Box 94062 (900 North Third Street) Baton Rouge, Louisiana 70804-9062

# TENSAS PARISH POLICE JURY

212 HANCOCK STREET  
ST. JOSEPH, LOUISIANA 71366  
TELEPHONE (318) 766-3542  
FAX (318) 766-4580  
email: cathydarden@bellsouth.net



President:  
Larry W. Foster

Vice-President  
James E. Davis, Jr.

**MEMBERS**

District 1  
  
LARRY W. FOSTER  
P.O. Box 713  
Newellton, LA 71357

District 2  
  
DANNY CLARK  
P.O. Box 262  
Newellton, LA 71357

District 3  
  
THOMAS B. CRIGLER  
833 Hwy. 606  
St. Joseph, LA 71366

District 4  
  
WILLIAM TREVILLION  
813 Trevillion Road  
Waterproof, LA 71375

District 5  
  
RODERICK "Rod"  
D.WEBB  
P.O. Box 516  
St. Joseph, LA 71366

District 6  
  
BUBBA RUSHING  
2025 Hwy. 5468  
St. Joseph, LA 71366

District 7  
  
JAMES E. DAVIS, JR.  
7303 Hwy. 569  
Ferriday, LA 71334

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provider."



## STATE OF LOUISIANA PARISH OF TENSAS

The following Resolution was offered by Jamie Davis, seconded by Rod Webb, with none opposed.

### RESOLUTION

**WHEREAS**, the Tensas Parish Police Jury is in the process of developing the Tensas Parish Port, and

**WHEREAS**, the Tensas Parish Police Jury recognizes the need to purchase more property to develop the Tensas Parish Port, and

**WHEREAS**, the Tensas Parish Police Jury has obtained a grant from the United States Department of Agriculture through the Rural Business Enterprise Grant program to purchase property for the development of the Tensas Parish Port, and

**BE IT RESOLVED**, the Tensas Parish Police Jury agrees to purchase 80+- acres on the unprotected side of the levee at the current appraised value from the LSU Experiment Station to be utilized to further the development of the Tensas Parish Port.

### CERTIFICATE

I, Cathy Darden, Treasurer of the Tensas parish Police Jury do hereby certify that the above and foregoing in a true and correct copy of a resolution adopted at a meeting of the Tensas parish Police Jury at which a quorum was present and participating on the 25th day of July, 2017 in St. Joseph, Louisiana.

Cathy Darden, Treasurer



SECRETARY  
SANDRA SMITH

TREASURER  
CATHY DARDEN

*Regular Meetings on Second Tuesday at 10:00 a.m. and Fourth Tuesday at 10:00 a.m. of Each Month*





**APPRAISAL REPORT**

A 150.23 acre tract of land  
Situating in Sec. 7, T11N, R12E  
Tensas Parish, LA



A Limited Summary Appraisal Report

**PREPARED FOR:**

Mrs. Cathy Darden  
Tensas Parish Police jury

**PREPARED BY:**

Dale L. Placke  
James C. Cruse

April 12, 2017

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PLACKE APPRAISAL SERVICE  
202 South Lincoln Street  
Tallulah, LA, 71282

Date: April 12, 2017

Mrs. Cathy Darden  
Tensas Parish Police Jury  
P. O. Box 6168  
St. Joseph, LA, 71366

Re: 150.23-acre tract  
Sec. 7, T11N, R12E  
Tensas Parish, LA, 71282

Dear Ms. Darden:

As requested, we have inspected property located in Section 7, T11N, R12E, Tensas Parish, Louisiana, for the purpose of determining the fair market value of the property. The property is a 150.23-acre tract, lacking usable improvements and other items, belonging to the Tensas Parish Police Jury, located on both sides of the Mississippi River levee near St. Joseph, on the E side of U. S. Highway 65, N of St. Joseph, LA, 71366.

Upon inspection, we found a 150.23-acre tract of land, with irregular dimensions, further described in the deed, attached as part of this report. A plat of the property is attached to this report, also. There are no improvements considered to be of value on the tract.

The search for comparable sales yielded one sale in the Tensas Parish area within the past 2 months, so the search for sales was expanded to surrounding and nearby parishes, and went back a few years in time. The market in the area has been flat, so no time adjustments were felt to be relevant to the estimate of value of the property. The expanded search yielded several sales of similar properties. Land sales in these areas often include land associated with hunting clubs. A condensed list of similar sales, with documentation, is noted below:

Sales near the levee of similar properties were found in East Carroll, Madison, Tensas and Concordia Parishes. Sales 1 through 4 were in East Carroll, sales 5 & 6 were in Madison Parish, sales 7 through 10 were in Concordia Parish, and sale 11 was the Tensas Parish sale.

1. In November, 2016, a 240 acre tract of land sold for \$1,080,000, the price per acre being \$4,500. (East Carroll, Book 174/Page 447)
2. In March, 2017, a 28 acre tract sold for \$55,000, the price per acre being \$1,964.29. (East Carroll, Book 168/Page 455)

3. A 428 acre tract of land sold for \$1,326,800 in December, 2016, the per acre price being \$3,100. (East Carroll, Book 174/Page 604)
4. In December, 2016, 400 acres sold for \$1,170,000 at a per acre price of \$2,925. (East Carroll, Book 174/Page 611)
5. A tract of 83.53 acres sold in April, 2016, for \$419,150, a price of \$5,017 per acre. (Madison, Book 342/Page 116)
6. A 240 acre tract sold for \$750,000 in December, 2015, at a price of \$3,125 per acre. (Madison, Book 341, Page 48)
7. A 44.7 acre tract sold for \$192,015 in January, 2015, for a per acre price of \$4,295.64. (Concordia, Book 450, Page 2432)
8. In August, 2015, 284.16 acres sold for \$795,396, a price of \$2,799.11 per acre. (Concordia, Book 451, Page 1948)
9. A 180.2 acre tract of land sold for \$618,545.51 in December 2016. The per acre price was \$3,432.55 (Concordia, Book 452, Page 5290)
10. A 135.6 acre tract sold for \$465,454.49, a price of \$3,432.56 per acre. The sale occurred in December, 2016. (Concordia, Book 452, Page 5298)
11. A tract of 856 acres sold for \$3,100,000 in March, 2017. This was a price of \$3,621.50 per acre. (Tensas, Book 118, Page 521)

Based on the available sales data, we conclude the fair market value of the 150.23-acre tract of land, the subject of this report, to be

**Five Hundred Ten Thousand, Eight Hundred and no/100 Dollars**  
**\$510,800.00 (\$3,400.00/acre, rounded)**

This report is done in fee simple. We have no present or contemplated future interest in the property. All statements and conclusions as stated in this report are assumed to be correct. The data obtained was from confirmed sources, such as various NE Louisiana Parish Tax Assessors, the Tensas Parish Police Jury, documents filed in the courthouses of several parishes, and records obtained from appraisers licensed to perform appraisals in the state of Louisiana.

The appraisers have no expertise in wetland area or other litigation, or environmental issues involving present and potential land usage. Appropriate experts in these fields should be consulted should questions or concerns about legal issues involving these items arise.

Thank you for your confidence in our ability. Please let us know if you have any questions or concerns, or if you need additional information.

Sincerely,

*Dale L. Placke*

\_\_\_\_\_  
Dale L. Placke

\_\_\_\_\_  
James C. Cruse

**PHOTOGRAPHS, NW side of Highway 604, W side of Highway 606**







**PHOTOGRAPHS, portion SE of Highways 604 and 606**







**PHOTOGRAPHS, portion across from Fish Tales Restaurant**









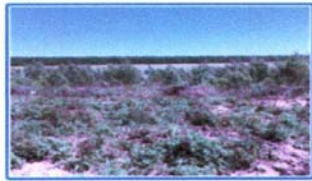
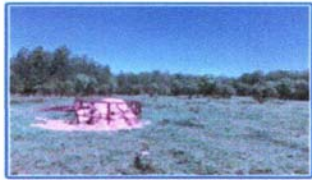
**PHOTOGRAPHS, portion on river side of levee and view from levee**







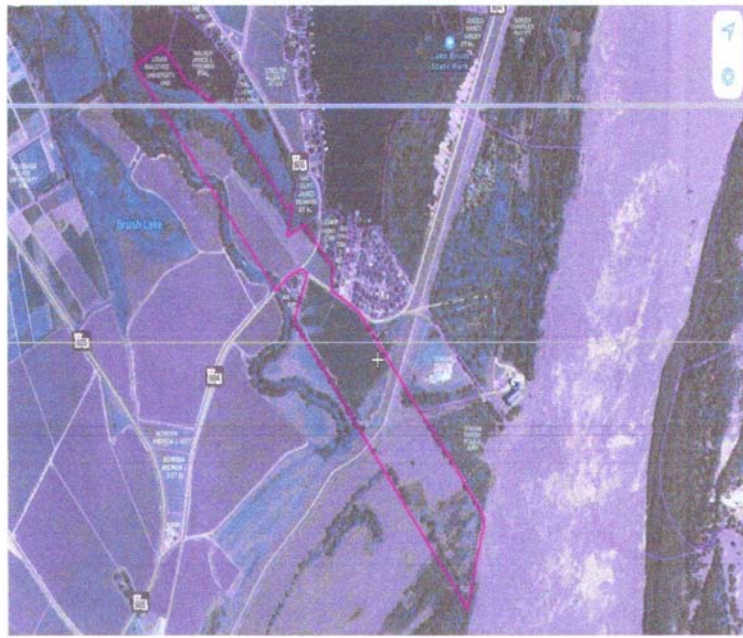








**AERIAL MAP**



PLAT

NE VARIETUR  
For Identification With An Act Of  
Court Sale  
Passed Before Me This 12  
Day Of March 1976  
D. Michael D. Sullivan  
Notary Public

NE VARIETUR  
For Identification With An Act Of  
Court Sale  
Passed Before Me This 12  
Day Of March 1976  
D. Michael D. Sullivan  
Notary Public

FILED AND RECORDED MARCH 12, 1976 AT 11:30 A.M.  
BY \_\_\_\_\_ CLERK OF COURT.

**PLAT**



LEGAL DESCRIPTIONNORTHEAST LOUISIANA EXPERIMENT STATION

150.23 ACRES -- PURCHASED FROM DOTY, ET AL, IN TENNAS PARISH.

## DESCRIPTION OF PROPERTY:

"BEGINNING at the Northwest corner of Section 7 of T 11 N - R 12 E, Tensas Parish, Louisiana, and thence run S 40° 25' E 3,881.15 feet along the line common to Sections 7 and 8 (Deed bearing is S 40° E) to the East right-of-way line of Louisiana State Highway No. 604 and being 30 feet from the centerline; thence turn and follow the east and south right-of-way line of said highway as follows: N 51° 41' E 107.13 feet to a point (Deed call is N 51° 38' E 103.7 feet); N 59° 09' E 355.4 feet to the P. C. of a curve; thence run around the inside of a curve to the right with a radius of 53.26 feet an arc distance of 54.64 feet to the P. T. (the chord is N 88° 33' E 52.28 feet); thence S 62° 04' E 131.0 feet to an iron pipe that is 30 feet from the centerline of said Highway; thence turn and run S 20° 28' W 625.55 feet to an iron pipe in the line common to Sections 7 and 8 of T 11 N - R 12 E, and being at the Southern corner of that certain 4.11 acre tract of land retained by the Estate of S. Z. Olds in the sale to Kenneth O. Doty, et al., as shown by deed dated November 2, 1966; thence turn and run S 40° 25' E 4,875.35 feet along the line common to Sections 7 and 8 (Deed bearing is S 40° E) to the top bank of the Mississippi River on February 4, 1976; thence turn and run N 15° 58' E 1,130 feet along the top bank of the Mississippi River to the line common to Sections 6 and 7; thence turn and run N 40° 25' W 3,560 feet along the line common to Sections 6 and 7 (Deed bearing is N 40° W) to the South and/or West right-of-way line of Louisiana State Highway No. 604 and being 30 feet from the centerline; thence turn and run N 62° 04' W along the South or West right-of-way line of said Highway 621.52 feet to an iron pipe that is S 11° W from the southwest corner of that certain tract of land sold to Willie A. Womack as shown by deed recorded in Conveyance Book 9, page 724 of the Records of Tensas Parish, Louisiana; thence turn and run N 11° E across the Highway and 293.34 feet to an iron pipe at the northwest corner of the said Willie A. Womack property and in the line common to Sections 6 and 7; thence turn and run N 40° 25' W 808.02 feet along the line common to Sections 6 and 7 (Deed bearing is N 40° W) to an iron pipe at the intersection with the South line of Lot "A" of the Chetwynde Plantation as shown by plat thereof recorded in Notarial Records Book 18B, Page 475 of the Records of Tensas Parish, Louisiana; then turn and run S 64° W 456.06 feet along the South line of said Lot "A" to an iron pipe at the Southwest corner of said Lot "A"; thence turn and run N 41° W 2,970.0 feet along the West line of Lot "A" to the corner common to Lots "A" and "B" of said Chetwynde Plantation; thence turn and run N 49° 15' W along the West line of said Lot "B" 337.54 feet to the intersection with the line common to Sections 7 and 36 of T 11 N - R 12 E; thence turn and run S 64° W 430.89 feet along the line common to Sections 7 and 36 to The Point of Beginning. The above described tract of land containing 150.23 Acres, more or less, and being shown by heavy outline on the plat of survey made by Frank L. Messinger, Registered Surveyor, a copy of which plat is attached hereto and made a part hereof, and paraphrased "The Vestitory" for identification with this act; and said tract herein conveyed being situated in Section 7 of T 11 N - R 12 E, Tensas Parish, Louisiana, and being a portion of that certain property acquired by S. Z. Olds from Margaret Ashford by deed dated August 14, 1945, recorded August 20, 1945, in Notarial Records Book "KK", Page 560 of the Records of Tensas Parish, Louisiana, and being the same property acquired by Kenneth O. Doty, et al., from the S. Z. Olds, Estate, by deed dated November 2, 1966 and recorded in Conveyance Book 15, Page 455, of the Records of Tensas Parish, Louisiana."

**SUMMARY OF SALIENT FACTS AND CONCLUSIONS**

Location of Property:	Sec. 7, T11N, R12E, St. Joseph, LA, 71366
Legal Description:	See Page 21 of this report
Taxes:	Exempt
Property Owner:	Tensas Parish Police Jury
Date of Valuation:	April 12, 2017
Type of Property:	A 150.23-acre tract in the Sec. 7, T11N, R12E
Present Use:	Pasture, cropland, levee
Improvements:	None of value (see photo pages)
Land Area:	150.23 acres(+/-)
Concluded Market Value:	<b>\$510,800.00(@ \$3,400/acre)</b>

**NEIGHBORHOOD ANALYSIS**

The subject property is located in Sec. 7, T11N, R12E, in Tensas Parish, Louisiana. The property lies on both sides of the levee, and has ample frontage on LA Highways 604 and 606. The town of St. Joseph, the capital of Tensas Parish, is a short distance away.

**SITE ANALYSIS**

The site is an area with the potential for agricultural, as well as commercial or industrial concerns. The portion on the river side of the levee has the potential for river business. The portion that fronts LA Highways 604 and 606 has the potential for a variety of uses.

**DEMOGRAPHICS**

The location of the subject property is north of St. Joseph, along both sides of the Mississippi River levee, on the east side of U. S. Highway 65, a portion on Louisiana Highways 604 and 606.

**APPROACHES TO VALUE**

There are three approaches to value used in appraising. They are known as the Cost Approach, the Income Approach, and the Sales Comparison or Market Approach. For this appraisal, the Sales Comparison or Market Approach is considered to be the most reliable method to determine the fair market value of the property. Since there are no valued improvements on the land, the Cost Approach is not an option. The Income Approach is sometimes used in land valuation, but not in this instance, since income data of similar parcels is not available for comparison.

The Sales Comparison Approach to Value is based upon the principle of substitution in that no property has a value greater than that for which a similar property offering similar uses, utility and function can be purchased, assuming no costly delay is encountered in making the substitution. Similar comparable properties are selected and inspected to determine differences with the subject property. The data is then processed into indicators of value for the subject property by making adjustments to the comparable properties for differences in amenities. Typically, most adjustments involve physical factors, such as physical characteristics, locational differences, and time of sale.

The Sales Comparison Approach is considered to be the best and most reliable method to develop a creditable land value.

The Sales Comparison Approach yielded a number of sales in NE Louisiana, all located in similar areas along levees on the Mississippi River corridor.

Based on the available sales data, it is the opinion of the appraisers that the subject property has a fair market value of

**\$510,800 (Five Hundred Ten Thousand, Eight Hundred Dollars).**



**PURPOSE, SCOPE OF WORK, INTENDED USE AND USERS, HIGHEST AND BEST USE****Purpose:**

The purpose of this appraisal is to determine the fair market value of the property, as of the effective date of the appraisal, April 12, 2017. The report is subject to the following scope of work, intended use and users, definition of market value, and statements of assumptions and limiting conditions, and certifications.

**Scope of Work:**

The scope of work for this appraisal is defined by the complexity of the appraisal assignment and the reporting of those findings in the report. Involved are the viewing of the property, identifying the comparable sales, neighborhood analysis, verifying information sources, and the reporting of pertinent findings in the report. The land being appraised is the subject of the report, and no goodwill, franchises, or personal property is included in the estimated value of the property. The sales comparison approach is used to value the property, considered to be the most reliable method of appraising land.

**Intended Use and Users:**

The intended use of this report is to determine the fair market value of the property. The intended user of this report is the Tensas Parish Police Jury, owner of the subject property of the report.

**Highest and Best Use:**

The subject property is located just off a public highway, and also the Mississippi River levee. There is excellent visibility, and good egress and ingress. The location is along both sides of the Mississippi River levee, near St. Joseph. The highest and best use is considered to be the present use, as vacant land, but the site has the potential for a multitude of uses.

**CERTIFICATE OF APPRAISAL**

We certify that to the best of our knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions; and they are our personal, impartial and unbiased professional analyses, opinions and conclusions.

We have no present or future interest in the property that is the subject of this report, and also no personal interest with respect to the parties involved.

We have no bias with respect to any property that is the subject of this report or to the parties involved with this assignment.

Our compensation for completing this assignment is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

Our analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

The property that is the subject of this report has been personally inspected by the appraisers.

The signers of this certification received no assistance in the preparation of this report.

Acting under the employment of the Tensas Parish Police Jury (the client), the appraisers are qualified to perform appraisals of this magnitude, as similar appraisals have been rendered in the past. Dale L. Placke is a licensed Certified Residential Real Estate Appraiser with the state of Louisiana, and the client has instructed the appraiser to prepare this report.

*Dale L. Placke*

\_\_\_\_\_  
Dale L. Placke  
LA Lic. Res. Appr. #R0517

\_\_\_\_\_  
James C. Cruse

**STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS**

The appraisers assume the following:

- The title to the subject property is good and marketable, with no encroachments or other title issues known.
- That all surveys and land records are correct, and that no implied or expressed guarantees regarding the land surveys of the subject property and comparable sales are made.
- That any known adverse conditions, including deterioration, hazardous or toxic waste, etc. are noted within the report. This appraisal report is not to be considered as an environmental inspection, since the appraisers are not considered to be experts in that field of work. It is further assumed that any farming, landscaping, or other tasks involving the land have been done in compliance with any local, state or federal regulations.
- Testimony in court is not considered to be a part of the appraisal process unless arrangements were made for such testimony.
- This report may not be reproduced without the expressed permission of the appraisers.
- This report is based on primary and secondary data assumed to be correct and accurate, and the opinion of value reached through the appraisal process is developed based on said data.
- The appraiser may, by Extraordinary Assumption, evaluate the subject property, comparable sales, and other market conditions according to accepted appraisal standards for any of the approaches to value.

**HYPOTHETICAL CONDITIONS**

A hypothetical condition is defined in the Uniform Standards of Professional Appraisal Practice (USPAP) as "That which is contrary to what exists, but is supposed for the purpose of analysis."

Comment: "Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property, or about conditions external to the property, such as market conditions or trends, or the integrity of data used in an analysis."

There are no known hypothetical conditions.

**QUALIFICATIONS OF APPRAISER**

Dale L. Placke  
[daleplacke@bellsouth.net](mailto:daleplacke@bellsouth.net)  
202 South Lincoln Street  
Tallulah, LA, 71282  
318-366-2623

**EDUCATION**

Master of Education, 1978, Northeast Louisiana University  
Bachelor of Science, 1974, Northeast Louisiana University

**APPRAISAL EXPERIENCE**

Private appraisal practice from June, 1978 to present time  
Field appraiser for Louisiana Tax Commission from December, 2002 to present time

**APPRAISAL EDUCATION**

USPAP, numerous courses since 1998  
Marshall & Swift Cost Approach, Residential, April, 2007  
Marshall & Swift Cost Approach, Commercial, April, 2007  
Detrimental Condition Matrix (Hurricane Katrina), April, 2006  
Income Approach to Valuation II, May, 2005  
Appraisal of Land, April, 2003  
Fundamentals of Real Property Appraisal, February, 2003  
Appraising Housing for Elderly/Disaster Damaged Property, November, 2001  
What Real Estate Appraisers Face in the Field, October, 2001  
Residential Demonstration Appraisal, March, 1999  
Income Approach to Valuation I, May, 1996  
Real Estate I, Tallulah Technical College, September, 1992

**OTHER PERTINENT COURSES**

Agency Relations in Real Estate Transactions, December, 2004  
Fair Housing and Cultural Diversity, December, 2004  
Agency Relations, December, 2003  
LAA Mapper RU1?, April 2001  
Real Estate License Law, September, 1999  
Environmental Risk Management, November, 1998  
IAAO Tax Policy, May, 1997  
Oil and Gas Workshop, April, 1995  
Property Management, July, 1990  
Real Estate Contracts, June, 1990  
Land Syndication, May, 1985

**DESIGNATIONS**

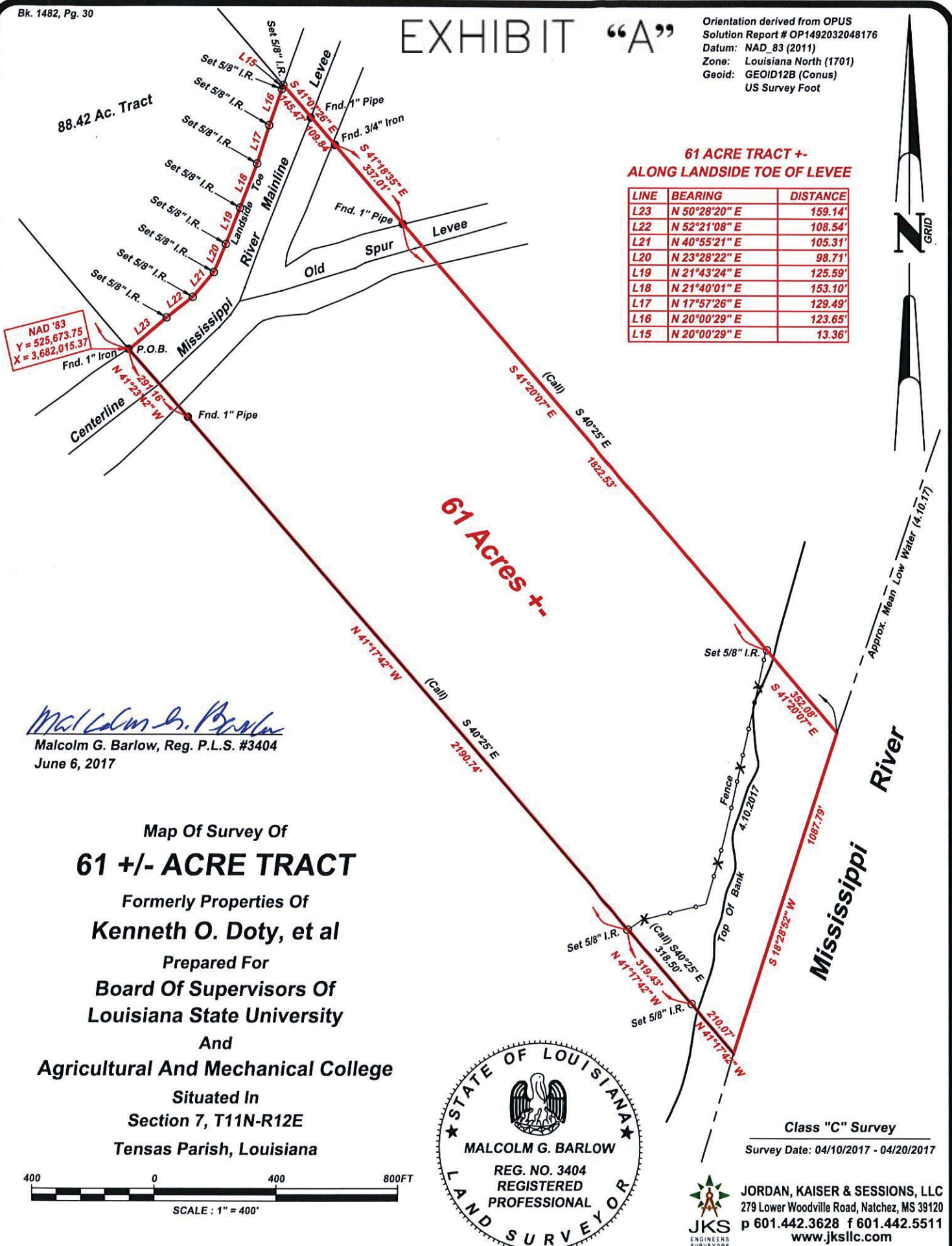
Certified Louisiana Associate Assessor  
LA Licensed Residential Appraiser # R0517

# EXHIBIT "A"

Orientation derived from OPUS  
 Solution Report # OP1492032048176  
 Datum: NAD\_83 (2011)  
 Zone: Louisiana North (1701)  
 Geoid: GEOID12B (Conus)  
 US Survey Foot

**61 ACRE TRACT +/-  
 ALONG LANDSIDE TOE OF LEVEE**

LINE	BEARING	DISTANCE
L23	N 50°28'20" E	159.14'
L22	N 52°21'08" E	108.54'
L21	N 40°55'21" E	105.31'
L20	N 23°28'22" E	98.71'
L19	N 21°43'24" E	125.59'
L18	N 21°40'01" E	153.10'
L17	N 17°57'26" E	129.49'
L16	N 20°00'29" E	123.65'
L15	N 20°00'29" E	13.36'

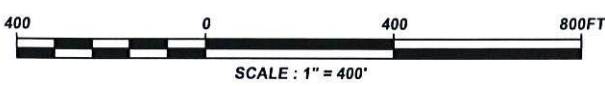


NAD '83  
 Y = 525,673.75  
 X = 3,682,015.37

*Malcolm G. Barlow*  
 Malcolm G. Barlow, Reg. P.L.S. #3404  
 June 6, 2017

Map Of Survey Of  
**61 +/- ACRE TRACT**

Formerly Properties Of  
**Kenneth O. Doty, et al**  
 Prepared For  
**Board Of Supervisors Of  
 Louisiana State University  
 And  
 Agricultural And Mechanical College**  
 Situated In  
**Section 7, T11N-R12E  
 Tensas Parish, Louisiana**



Class "C" Survey  
 Survey Date: 04/10/2017 - 04/20/2017

**JORDAN, KAISER & SESSIONS, LLC**  
 279 Lower Woodville Road, Natchez, MS 39120  
 p 601.442.3628 f 601.442.5511  
 www.jksllc.com

**CASH SALE**

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

**STATE OF LOUISIANA  
PARISH OF TENSAS**

**BE IT KNOWN**, that on the dates set forth below, before us, Notaries Public, duly commissioned and qualified in and for the respective state and parish/county and in the presence of the respective subscribing witnesses, personally came and appeared:

**STATE OF LOUISIANA appearing herein through the DIVISION OF ADMINISTRATION, OFFICE OF FACILITY PLANNING AND CONTROL, having a current mailing address of 1201 North Third Street, Suite 7-210, Baton Rouge, Louisiana, 70802, herein represented by Jay Dardenne, the Commissioner of Administration,**

**and**

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE, a public constitutional corporation, having a current mailing address of 3810 West Lakeshore Drive, Baton Rouge, Louisiana, 70808, herein represented by Dr. F. King Alexander, the duly authorized President, of Louisiana State University, pursuant to resolution attached hereto as Exhibit "A"**

**herein called "Sellers";**

who declared that, for the price of TWO HUNDRED SEVEN THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$207,400.00) cash, receipt of which is acknowledged, Sellers hereby sell, convey and deliver without any warranty of title whatsoever, but with full substitution and subrogation in and to the rights and actions of warranty which said Sellers have or may have against all preceding owners and sellers and with all rights of prescription, whether acquisitive or liberative, to which said Sellers may be entitled, unto

**TENSAS PARISH POLICE JURY, a political subdivision of the State of Louisiana, having a current mailing address of 212 Hancock Street, St. Joseph, Louisiana, 71366, herein represented by \_\_\_\_\_, its duly authorized \_\_\_\_\_, pursuant to resolution of said Tensas Parish Police Jury attached hereto as Exhibit "B"**

herein called "Buyer"

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

DESCRIPTION  
61 ACRE, MORE OR LESS, TRACT  
PORTION OF PROPERTY OF THE  
L. S. U. AGRICULTURAL CENTER  
SECTION 7, T11N, R12E  
TENSAS PARISH, LOUISIANA

Beginning at an 1" pipe found on the land side toe of the Mississippi River main line levee, being on the southwesterly boundary of property of the L. S. U. Agricultural Center, located South for 4744.52 feet and East for 4168.90 feet from the purported corner common to Sections 7, 8, and 36 Northwest corner of Section 7), T11N, R12E, Tensas Parish, Louisiana, having a NAD 83 North Zone coordinate of Y = 525,673.75 and X= 3,682,015.37.

Thence from said point of beginning, go the following courses and distances along said land side toe:

N 50° 28' 20" E for 159.14 feet to a 5/8" iron set,  
N 52° 21' 08" E for 108.54 feet to a 5/8" iron set,  
N 40° 55' 21" E for 105.31 feet to a 5/8" iron set,  
N 23° 28' 22" E for 98.71 feet to a 5/8" iron set,  
N 21° 43' 24" E for 125.59 feet to a 5/8" iron set,  
N 21° 40' 01" E for 153.10 feet to a 5/8" iron set,  
N 17° 57' 26" E for 129.49 feet to a 5/8" iron set,  
N 20° 00' 29" E for 123.65 feet to a 5/8" iron set, and  
N 20° 00' 29" E for 13.36 feet to a 5/8" iron set

on the northeasterly boundary of property of the L. S. U. Agricultural Center, being the purported boundary between Section 6 and Section 7; thence go S 41° 07' 26" E along said boundary for 145.47 feet to 1" pipe found in the center of the Mississippi River main line levee; thence continue along said boundary S 41° 07' 26" E for 109.84 feet to a 3/4" iron found on the river side toe of said levee; thence continue along said boundary S 41° 18' 35" E for 337.01 feet to an 1" pipe found on the toe of a guide levee; thence continue along said boundary, go S 41° 20' 07" E for 1822.53 feet to a 5/8" iron set on top of bank of the Mississippi River; thence continue along said boundary, go S 41° 20' 07" E for 352.08 feet to the approximate mean low water of the Mississippi River this date 04-10-17; thence go S 18° 28' 52" W along said mean low water of the Mississippi River for 1087.79 feet to the southwesterly boundary of property of the L. S. U. Agricultural Center, being the purported boundary between Section 7 and Section 8; thence go along said boundary N 41° 17' 42" W for 210.07 feet to a 5/8" iron set on top of bank of the Mississippi River; thence continue along said boundary N 41° 17' 42" W for 319.43 feet to a 5/8" iron set; thence continue N 41° 17' 42" W along said boundary for 2190.74 feet to an 1" pipe found at the approximate river side toe of the main line Mississippi River Levee; thence continue along said boundary, go N 41 ° 23' 42" W crossing said levee for 291.16 feet to the point of beginning.

Within described tract contains 61 Acres, more or less, being portion of property of the L. S. U. Agricultural Center, situated in Section 7, T11N, R12E, Tensas Parish, Louisiana. Bearings used herein are based on the Louisiana Coordinate System NAD 83 North Zone.

(herein the "Property")



Sellers reserve any and all subsurface minerals; however, Sellers waive and renounce any and all rights to utilize the surface of the Property for any mineral exploration or development.

**THE PROPERTY IS SUBJECT TO ANY AND ALL SERVITUDES, RESTRICTIONS AND OTHER MATTERS OF RECORD, INCLUDING, WITHOUT LIMITATION THE FOLLOWING EXCEPTIONS:**

**[INSERT ANY EXCEPTIONS]**

Sellers are selling the Property "AS IS, WHERE IS" without any warranties whatsoever as to condition or fitness for any particular purpose, habitability, zoning, merchantability, or any other warranty, whether expressed or implied, and Buyer expressly waives the warranty of fitness and the guarantee against hidden or latent vices (defects in the Property sold which render it useless or render its use so inconvenient or imperfect the Buyer would not have purchased the Property had Buyer known of the vice or defect) provided by law in Louisiana, more specifically, that warranty imposed by Louisiana Civil Code 2520 *et seq.* with respect to Sellers' warranty against latent or hidden defects of the Property sold, or any other applicable law, not even for a return of the purchase price. Buyer forfeits the right to avoid the sale, reduce the purchase price because of some hidden or latent vice, or defect in the Property sold. Seller specifically disclaims any warranty, guaranty or representation, oral or written, past or present, express or implied, concerning the Property. Buyer acknowledges that Buyer is acquiring the Property based solely upon Buyer's own independent investigations and findings concerning the Property and not in reliance upon any information provided by Seller or Seller's agents or attorneys, without benefit of title opinion, examination, or otherwise. **Buyer hereby expressly waives and renounces, any and all rights in redhibition pursuant to Louisiana Civil Code Article 2520, et seq., the warranty imposed by Louisiana Civil Code Article 2475 (except for acts arising by, through or under Seller), and its ability to rescind the sale of the Property or seek a reduction in the purchase price for any reason whatsoever, and the Buyer hereby releases Seller from any and all liability whatsoever in connection therewith.** Sellers expressly subrogate Buyer to all rights, claims and causes of action Sellers may have arising from, relating to any hidden, or latent defects in the Property. These provisions have been called to the attention of the Buyer and fully explained to the Buyer, and the Buyer acknowledges that he has read and understands this waiver of all express or implied warranties and accepts the Property without any express or implied warranties. **Buyer expressly acknowledges that no such representations have been made and that Buyer is not relying on any representations or warranties other than as set forth herein,**

Buyer releases Seller from any and all claims (whether known or unknown, and whether contingent or liquidated) arising from or related to conditions (including environmental conditions) affecting the Property, whether the same are the result of negligence or otherwise. The release set forth in this paragraph specifically includes, without limitation, any claims under any Environmental Laws, under the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, or with respect to any Environmental Risk. "**Environmental Laws**" includes, but is not limited to, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§ 9601 *et seq.*), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 6901 *et seq.*), the Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001 *et seq.*), the Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), the Clean Water Act (33 U.S.C.

§§ 1251 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 et seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.), as any of the same may be amended from time to time, and any state or local law dealing with environmental matters, and any regulations, orders, rules, procedures, guidelines and the like promulgated in connection therewith, regardless of whether the same are in existence on the date of this Agreement.

The *ad valorem* taxes on said property for the prior year, if any, have been paid to date and/or are not otherwise due and owing, and the *ad valorem* taxes for the current year, to the extent payable, will be paid by Buyer.

Notices for *ad valorem* taxes for the tax year 2017 and subsequent years should be sent to:

Tensas Parish Police Jury  
212 Hancock Street  
St. Joseph, Louisiana 71366

All agreements and stipulations herein, and all the obligations benefit of and be binding upon its heirs, successors, and assigns of the respective parties, and the Buyer, its heirs and assigns, shall have and hold the described property in full ownership forever.

The parties hereto waive the production of any and all certificates required by law or customarily obtained and relieve and release us Notaries, from any and all responsibility or liability in connection therewith. The parties also agree to indemnify us, Notaries, against all penalty or liability incurred as a result of the waiver of certificates.

*[Remainder of Page Intentionally Left Blank. Signatory Pages Follow.]*

*[Signature Page for the Act of Cash Sale from Sellers, State of Louisiana, Division of Administration and Board of Supervisors of Louisiana State University and Agricultural and Mechanical College to Buyer, Tensas Parish Police Jury*

The undersigned Notary has not rendered, nor has he been requested to render, any examination or opinion on the title to the Property transferred pursuant to this instrument; nor has the undersigned Notary made any warranty or representation as to the zoning of the Property.

THUS DONE AND PASSED, in Baton Rouge, Louisiana, on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, in the presence of the undersigned witnesses, who hereunder sign their names with the said Seller and me, Notary, after a reading of the whole.

WITNESSES:

SELLER:

STATE OF LOUISIANA THROUGH THE  
DIVISION OF ADMINISTRATION, OFFICE  
OF FACILITY PLANNING AND CONTROL

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

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_  
Louisiana Bar Roll/Notary Commission No. \_\_\_\_\_  
My Commission is for Life.

*[Signature Page for the Act of Cash Sale from Sellers, State of Louisiana, Division of Administration and Board of Supervisors of Louisiana State University and Agricultural and Mechanical College to Buyer, Tensas Parish Police Jury]*

The undersigned Notary has not rendered, nor has he been requested to render, any examination or opinion on the title to the Property transferred pursuant to this instrument; nor has the undersigned Notary made any warranty or representation as to the zoning of the Property.

THUS DONE AND PASSED, in Baton Rouge, Louisiana, on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, in the presence of the undersigned witnesses, who hereunder sign their names with the said Seller and me, Notary, after a reading of the whole.

WITNESSES:

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

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

SELLER:

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

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

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_  
Louisiana Bar Roll/Notary Commission No. \_\_\_\_\_  
My Commission is for Life.

*[Signature Page for the Act of Cash Sale from Sellers, State of Louisiana, Division of Administration and Board of Supervisors of Louisiana State University and Agricultural and Mechanical College to Buyer, Tensas Parish Police Jury.]*

THUS DONE AND PASSED, in St. Joseph, Louisiana, on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, in the presence of the undersigned witnesses, who hereunder sign their names with the said Buyer and me, Notary, after a reading of the whole.

WITNESSES:

BUYER:

TENSAS PARISH POLICE JURY

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

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

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

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

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

Notary Public

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

Louisiana Bar Roll/Notary Commission No. \_\_\_\_\_

My Commission is for Life.



**Request from LSU A&M to Approve Employment Contracts with Head Coaches Frank “Will” Wade, Elizabeth Torina, Karen Bahnsen, Sara “DD” Breaux, Co-Head Coach Andres “Andy” Brandi, and Co-Head Coach Christopher Brandi**

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

**Date: September 8, 2017**

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

A.11.b. Appointments and all other personnel actions relating to Head Coaches and Athletic Directors.

**1. Summary of the Matter**

This resolution seeks approval of the proposed employment contracts for six head coaches at LSU A&M: Frank “Will” Wade, Head Coach Men’s Basketball; Elizabeth Torina, Head Coach Softball; Karen Bahnsen, Head Coach Women’s Golf; Sara “DD” Breaxu, Head Coach Gymnastics; and Andres “Andy” Brandi, Co-Head Coach Men’s Tennis. The key terms of their proposed contracts are summarized below:

<u>Coach</u>	<u>Contract Action</u>	<u>Term</u>		<u>Total Certain Compensation<sup>a</sup></u>		
		<u>Current</u>	<u>Proposed</u>	<u>Current</u>	<u>Proposed</u>	<u>Increase</u>
Frank “Will” Wade	New Contract <sup>b</sup>	N/A	6/30/2023	\$1,500,000	\$2,500,000	67%
Elizabeth Torina	New Contract	6/30/2018	6/30/2020	\$245,000	\$255,000	4%
Karen Bahnsen	New Contract	6/30/2017	6/30/2020	\$150,000	\$150,000	0%
Sara “DD” Breaux	Amendment	6/30/2019	6/30/2019	\$240,000	\$275,000	15%
Andres “Andy” Brandi	New Contract <sup>b</sup>	N/A	6/30/2020	\$120,000	\$180,000	50%
Christopher Brandi	New Contract <sup>b</sup>	N/A	6/30/2020	\$50,000	\$150,000	140%

- (a) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any fringe benefits, such as car and cell phone allowances, nor any one-time amounts, such as contract buy-outs or relocation allowances.
- (b) Head Coach Frank “Will” Wade, Co-Head Coach Andres “Andy” Brandi and Co-Head Coach Christopher Brandi are new hires.

**2. Review of Business Plan**

Not applicable.

**3. Fiscal Impact**

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

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

The Office of General Counsel has reviewed the proposed contracts.

## **ATTACHMENTS**

- I. Memorandum of Agreement: Frank “Will” Wade, Head Coach Men’s Basketball
- II. Memorandum of Agreement: Elizabeth Torina, Head Coach Softball
- III. Memorandum of Agreement: Karen Bahnsen, Head Coach Women’s Golf
- IV. Memorandum of Agreement: Sara “DD” Breaux, Head Coach Gymnastics
- V. Memorandum of Agreement: Andres “Andy” Brandi, Co-Head Coach Men’s Tennis
- VI. Memorandum of Agreement: Christopher Brandi, Co-Head Coach Men’s Tennis

## **RECOMMENDATION:**

Based on the recommendation of the Athletic Director, it is recommended that the Board authorize the President to sign the proposed contracts with Frank “Will” Wade, Head Coach Men’s Basketball; Elizabeth Torina, Head Coach Softball; Karen Bahnsen, Head Coach Women’s Golf; Sara “DD” Breaxu, Head Coach Gymnastics; Andres “Andy” Brandi, Co-Head Coach Men’s Tennis; and Christopher Brandi, Co-Head Coach Men’s Tennis.

## **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes Dr. F. King Alexander, President, or his designee, to sign the contracts with Frank “Will” Wade, Head Coach Men’s Basketball; Elizabeth Torina, Head Coach Softball; Karen Bahnsen, Head Coach Women’s Golf; Sara “DD” Breaxu, Head Coach Gymnastics; Andres “Andy” Brandi, Co-Head Coach Men’s Tennis; and Christopher Brandi, Co-Head Coach Men’s Tennis as described in this item, and to include in such contracts and amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.



## Summary of Athletic Coaching Contract Frank "Will" Wade, Head Coach Men's Basketball

		<i>Current</i>	<i>Proposed</i>	<i>Change</i>	<i>%</i>	<i>Notes</i>
<i>Basic</i>	Term Ends	n/a	<b>6/30/2023</b>	6 years		a
	Base Salary	\$ 350,000	\$ <b>400,000</b>	\$ 50,000	14%	a
	Supplemental Comp.	\$ 1,150,000	\$ <b>2,100,000</b>	\$ 950,000	83%	a
<i>Incentive</i>	Post-Season (max)	\$ 550,000	\$ <b>550,000</b>	\$ -	0%	b
	Academic (max)	\$ 100,000	\$ <b>100,000</b>	\$ -	0%	b
	Other	\$ -	\$ <b>150,000</b>	\$ 150,000		b
<i>Benefits</i>	Vehicle/Allowance	Yes	<b>Yes</b>			a
	Other	0	<b>1,000,000</b>	\$ 1,000,000		c
<b>Total Certain Compensation</b>		<b>\$ 1,500,000</b>	<b>\$ 2,500,000</b>	<b>\$ 1,000,000</b>	<b>67%</b>	<b>d</b>

- Notes
- (a) **Coach Wade is a new hire.** The amounts in the "Current" column represent former Head Coach Johnny Jones's contract terms. Coach Wade's contract is for a term of 6 years at a total guaranteed compensation package of \$2,500,000. The contract also includes \$1,000,000 buyout to be paid to Virginia Commonwealth University (VCU). Vehicle allowance is provided to coach.
- (b) The goals for the post season incentives are the same as the previous coach. The academic incentives have remained the same. The other incentives category is to include coaching recognition incentives for National & SEC Coach of the year.
- (c) Coach Wade's contract includes a retention clause where Coach Wade will receive a \$1,000,000 supplement if he is still Head Coach at LSU on June 30, 2022.
- (d) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any fringe benefits, such as vehicle and cell phone allowances, nor any one-time amounts, such as contract buy-outs or relocation allowances.

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

Recommended

  
 Joe Alleva  
 Vice Chancellor and Athletic Director

Reviewed, No Objections

\_\_\_\_\_  
 Daniel T. Layzell, Vice President for Finance  
 and Administration

Reviewed, No Objections

\_\_\_\_\_  
 Tom Skinner, LSU General Counsel



## EMPLOYMENT AGREEMENT

### STATE OF LOUISIANA

### PARISH OF EAST BATON ROUGE

This Employment Agreement (“**Agreement**”) is made and entered into this 22nd day of June, 2017, by and between BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (“**LSU**”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by F. King Alexander, its duly authorized President, on the one hand, and Frank W. “Will” Wade (“**COACH**”) for the services of COACH.

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

- A. “LSU A&M”: The campus of LSU which is located in Baton Rouge, Louisiana.
- B. “President”: The President of LSU.
- C. “Athletic Director”: The Vice Chancellor and Director of Athletics at LSU A&M.
- D. “Base Salary Amount”: The annual sum of Four Hundred Thousand and No/100 Dollars (\$400,000.00).
- E. “Start Date”: March 21, 2017.
- F. “End Date”: June 30, 2023.
- G. “Program”: The intercollegiate Men’s Basketball program at LSU A&M.
- H. “Team”: The intercollegiate athletic team which is a part of the Program.

2. **Employment.** LSU does hereby employ COACH as Head Men’s Basketball Coach of the Team, and COACH shall serve in such capacity subject to the terms of the Agreement. COACH will report directly to the Athletic Director and through him to the President. COACH will be responsible for the Program, and hereby agrees to accept such

LSU:  
COACH: Fww

employment and to devote his attention, on a full-time basis, to the performance of the duties described in this Agreement. There shall be no assignment or re-assignment of COACH without COACH's written permission during the Term of this Agreement.

**3. Duties and Responsibilities.** As Head Men's Basketball Coach, COACH's duties and responsibilities shall include the following, all subject to compliance with applicable law, LSU by-laws and policies, and the directives, input, and advice of the President and the Athletic Director:

- A. Administering, managing, and leading the Program in a professionally appropriate and competent manner which allows the Team to effectively compete in the basketball classification generally known National Collegiate Athletic Association Men's Division 1 ("NCAA") play;
- B. Hiring and firing (subject to appropriate approvals) and managing the assistant coaches and other athletic staff necessary and appropriate to assist COACH in meeting the responsibilities herein;
- C. Promoting and monitoring the success of the Team and its student-athletes both athletically and academically;
- D. Directing the Program, including management of staff, budget, and other resources;
- E. Understanding and agreeing that he and his staff, with reasonable assistance of LSU, are bound by and are required to be reasonably knowledgeable of: (i) applicable federal and state laws governing intercollegiate athletics; and (ii) all governing constitutions, by-laws, rules, policies, interpretations, legislation and regulations of the NCAA, the Southeastern Conference ("SEC"), LSU, and any

other conference or organization of which LSU is or becomes a member during the term of this Agreement; all hereinafter collectively referred to as "**Governing Athletics Regulations**";

- F.** Assuring and monitoring compliance with Governing Athletics Regulations by COACH and all student-athlete members of the Team, assistant coaches, other Program staff members, and other individuals under or subject to COACH's direct control, authority, or supervision;
- G.** Promptly reporting any known violation of Governing Athletics Regulations to the Athletic Director and the Associate Athletic Director for Compliance;
- H.** Cooperating fully in any investigation of possible NCAA or SEC violations conducted or authorized by LSU, the SEC, or the NCAA at any time;
- I.** Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- J.** Reasonably understanding, observing, upholding, and promoting LSU's written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student-athletes, and recruiting can be conducted consistent with LSU's mission;
- K.** Cultivating and maintaining reasonable interaction and effective relations with the Board of Supervisors, affiliated foundations, athletic conferences, institutional alumni, the media, the public, students, faculty, staff, and friends of LSU;
- L.** Using reasonable efforts to exercise due care and supervision to provide that all student-athletes, assistant coaches, other program staff members, and other individuals under or subject to COACH's control, authority, or supervision

comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;

- M.** Using reasonable efforts to promote the goal of LSU that every student-athlete obtains a baccalaureate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student-athletes and the faculty and administrators of LSU in connection with the academic pursuits of student-athletes;
  - N.** Using reasonable efforts to perform these duties at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;
  - O.** Performing all other reasonable duties customarily performed by head men's basketball coaches serving at colleges or universities that compete in the NCAA; and
  - P.** Understanding and complying with NCAA Bylaw 11.1.1.1 ("Responsibility of Head Coach"), with the assistance of compliance office and staff, which provides: "An institution's head coach is presumed to be responsible for the actions of all institutional staff members who report, directly or indirectly, to the head coach. An institution's head coach shall promote an atmosphere of compliance within his or her program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach."
- 4. Term.** The term (the "Term") of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date, unless terminated sooner in accordance with Section 11 of this Agreement or extended by mutual written agreement

of the parties. Under this Agreement, beginning July 1, 2017, each "Contract Year" shall coincide with the fiscal year.

5. **Base Salary.** LSU will pay COACH the Base Salary Amount annually, in twelve (12) equal monthly installments on LSU's regular monthly payroll date. Any amounts due to COACH under this Section for a partial Contract Year or partial month shall be pro-rated. The total compensation provided to COACH hereunder, including without limitation, the Base Salary Amount, Supplemental Compensation and Other Supplemental Compensation referenced in Paragraph 6 below, shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies. However, in no event will any compensation hereunder be reduced as a result of any such review.

6. **Supplemental Compensation.**

**Radio, Television, Social Media & Internet.** LSU hereby engages, and COACH accepts such engagement to furnish the services, as required by this Paragraph 6, for which COACH shall be entitled to receive Supplemental Compensation in the amount of Two Million One Hundred Thousand and No/100 Dollars (\$2,100,000), during each Contract Year, as its fee for providing the services of COACH in connection with promoting, appearing on, or participating in, as requested, and making reasonable efforts to make successful, LSU-sanctioned television, radio, social media and internet programs concerning LSU and the Program, subject subparagraph iv. of this Section 6.A. Supplemental Compensation shall be payable in twelve (12) equal monthly installments and may be paid from affiliated foundation funds, subject to approval of LSU and the

involved foundation. Any amounts due to COACH under this Section for a partial Contract Year or partial month shall be pro-rated.

- i. The reasonable efforts required of COACH under this Section shall be the due diligence and personal time customarily exerted by head men's basketball coaches at SEC member institutions in the promotion and production of similar radio, television and internet programs at other institutions of higher education with major intercollegiate men's basketball programs, subject to subparagraph iv. of this Section 6.A.
- ii. LSU shall exclusively own all rights to the television, radio, and internet programs and shall be entitled, at its option, to produce and market the programs or negotiate with third parties for the production and marketing of the programs. LSU shall retain all revenue generated by the programs including but not limited to that received from program sponsors for commercial endorsements used during the programs; provided, however, that nothing contained herein shall give third parties the right to a direct endorsement of COACH without LSU's and COACH's prior written consent. "Program sponsors" shall include, but not be limited to, those persons or companies who make financial contributions supporting, or who pay a fee for, commercial announcements and endorsements used on the programs.
- iii. Without prior written approval of the President and the Athletic Director, COACH shall not appear on, or in, any radio, television, or internet programs or other electronic medium (except as provided below) other

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

- iv. Without limiting the obligations of this Section 6.A, the parties agree that COACH's responsibilities as the head coach of the Team shall at all times supersede and take priority over any obligations that COACH may have pursuant to this Section 6.A.

**8. Incentive Compensation and Retention Bonus.**

- A. Regular Season SEC Champion Incentive Compensation.** In the event the Team is designated as the SEC Regular Season Champion (including tie for Champion), COACH shall receive the Regular Season SEC Champion Incentive Compensation in the amount of Fifty Thousand and No/100 Dollars (\$50,000.00). If payable, the Regular Season SEC Champion Incentive Compensation shall be considered earned as of the date of the last regular season game of that Contract Year and shall be paid within sixty (60) days following the final regular season men's basketball game in which the Team and COACH participates. The Regular Season SEC Champion Incentive Compensation may be paid from affiliated foundation funds, subject to approval of LSU and the involved foundation.
- B. Post-Season Incentive Compensation.** In the event the Team participates in post-season men's basketball game(s), including but not limited to the SEC Tournament, LSU will pay COACH Post-Season Incentive Compensation as

additional compensation for the extra services required of COACH in the preparation for and his participation in post-season play as follows:

<i>Post-Season Goal</i>	<i>Amount</i>
i. SEC Tournament Champion	\$50,000
ii. NCAA Tournament Appearance/Qualifier	\$100,000
iii. NCAA Tournament Sweet Sixteen Appearance/Qualifier	\$100,000
iv. NCAA Tournament Final Four Appearance/Qualifier	\$100,000
v. NCAA National Champion	\$150,000

The Post-Season Incentive Compensation, if payable, shall be considered earned as of the date of each game at which a Post-Season Goal is attained and shall be paid within sixty (60) days following the final post-season men's basketball game in which the Team and COACH participates. The Regular Season Champion Incentive Compensation (Section 7.A) and the Post-Season Incentive Compensation (Section 7.B) earned by COACH during each intercollegiate men's basketball season is cumulative based on any and all Regular Season Champion and Post-Season Goals achieved [i.e. the total amount of the Regular Season SEC Champion Incentive Compensation and Post-Season Incentive Compensation could equal up to Five Hundred Fifty Thousand Dollars (\$550,000) in a given Contract Year should COACH and the Team achieve the Regular Season SEC Champion (Section 7.A) and Post-Season Goals (Section 7.B.(i), (ii), (iii), (iv), and (v) during any Contract Year]. The Post-Season Incentive Compensation may be paid from affiliated foundation funds, subject to approval of LSU and the involved foundation.



**C. Coaching Recognition Incentive Compensation.** COACH may earn Coaching Recognition Incentive Compensation as follows:

- i. In the event COACH is named the National Men's Basketball Coach of the Year by the National Association of Basketball Coaches (NABC) or the Werner Ladder Naismith Men's College Coach of the Year (Naismith) or the Associated Press (AP), LSU will pay COACH Coaching Recognition Incentive Compensation in the amount of One Hundred Thousand and No/100 Dollars (\$100,000). The Coaching Recognition Incentive Compensation identified in this subsection (i) shall not exceed \$100,000.
- ii. In the event COACH is named SEC (Southeastern Conference) Coach of the Year by vote of the SEC coaches, LSU will pay COACH a Coaching Recognition Incentive Compensation in the amount of Fifty Thousand and No/100 Dollars (\$50,000). The Coaching Recognition Incentive Compensation identified in this subsection (ii) shall not exceed \$50,000.
- iii. The Coaching Recognition Incentive Compensation, if payable, shall be considered earned as of the first date any of the listed honors is named and shall be paid within sixty (60) days of that date. Only one incentive in Section 7.C.i and one incentive in Section 7.C.ii can be earned by COACH during each intercollegiate men's basketball season; thus, the maximum amount COACH can receive in Coaching Recognition Incentive Compensation is \$150,000 during a Contract Year even if he receives more than one of the listed awards during that Contract Year. The

Coaching Recognition Incentive Compensation may be paid from affiliated foundation funds, subject to approval of LSU and the involved foundation.

- D. Academic Incentive Compensation.** In the event the Team achieves any one or more of the following Team Academic Goals, based on the Academic Progress Rate (“APR”) compiled and reported annually by the NCAA, in an Academic Year (defined as beginning with the summer semester and ending immediately prior to the summer semester of the following Contract Year) during the term of this Agreement, LSU will pay COACH Academic Incentive Compensation as follows, which Academic Incentive Compensation is hereby approved without further action by the Board of Supervisors.

<i>Team Academic Goals</i>	<i>Amount</i>
i. Single year APR of higher than 930	\$100,000

The Academic Incentive Compensation, if payable, shall be considered earned on the date on which the APR for LSU is released by the NCAA (typically around the end of the spring semester each Academic Year) and shall be paid within sixty (60) days following that date. The Academic Incentive Compensation may be paid from affiliated foundation funds, subject to approval of LSU and the involved foundation.

- E. Maximum Incentive Compensation.** The Incentive Compensation set forth in this Section 7 earned by COACH during each intercollegiate men’s basketball season is cumulative based on any and all Post-Season Goals achieved [i.e. the total amount of Incentive Compensation could equal up to Eight Hundred

Thousand and No/100 Dollars (\$800,000) in a given Contract Year should COACH and the Team achieve Goals (A), (B), (C), and (D) during any Contract Year] and in no event shall the Incentive Compensation in one Contract Year exceed \$800,000.

**F. Retention Bonus.** Provided COACH remains employed by LSU as the Head Men's Basketball Coach for the Team from the Start Date through June 30, 2022, LSU will pay COACH One Million and No/100 Dollars (\$1,000,000.00) as a Retention Bonus, payable no later than July 31, 2022.

**9. Retirement and Fringe Benefits.** COACH shall be entitled to participate in the retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts (including state retirement benefits) based only upon the Base Salary Amount and any earned Post-Season Incentive Compensation and in accordance with the limitations of state retirement law. Regardless of whether the services required by this Agreement are performed directly for LSU or through contract with a separate legal entity, whether or not such other entity is under the control of COACH, sums paid or authorized under Sections 6 (Supplemental Compensation), 7.A (Regular Season SEC Champion Incentive Compensation), 7.C (Coaching Recognition Incentive Compensation), 7.D (Academic Incentive Compensation), 8 (Retirement and Fringe Benefits), 9 (Additional Revenue), and 10 (Sports Camps) shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined in Louisiana Revised Statutes 11:403 and 11:701, or other applicable Louisiana retirement laws, and shall not be included as compensation for the purpose of computation of retirement benefits. COACH

understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from COACH's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and COACH shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. During the term of this Agreement and in accordance with LSU by-laws and policies, and applicable law, COACH shall also receive the following benefits, part or all of which may be paid from affiliated foundation funds, subject to approval of LSU and the involved foundation:

- A.** Membership in a social club, such as the University Club of Baton Rouge, provided that: (i) monthly dues shall be paid from affiliated foundation funds, subject to approval of such foundation; (ii) business-related (non-personal) expenses incurred in accordance with LSU and foundation policy will be reimbursed from affiliated foundation funds; and (iii) COACH shall be responsible for payment of all personal charges. Notwithstanding the foregoing COACH shall not be personally responsible for expenses authorized and incurred by COACH and his staff in connection with the ordinary functions associated with an intercollegiate men's basketball program, and in accordance with LSU policy;
- B.** Mobile communications device and service, for which some or all charges incurred may be paid from affiliated foundation funds;

- C. COACH will be allowed to invite guest(s) for travel to athletic events on chartered commercial transportation subject to approval by the Athletic Director, not to be unreasonably withheld.
- D. Paid vacation as approved by the Athletic Director;
- E. One (1) annual courtesy automobile or automobile allowance for one (1) courtesy vehicle in the amount of up to \$1,000 per month as provided by the dealership and related insurance reimbursed from affiliated foundation funds;
- F. COACH will be provided tickets to home, away and postseason contests for men's basketball and other sports subject to existing LSU regulations and policies, and LSU makes no representation regarding personal income tax consequences related to complimentary tickets but maintains that the tickets are not meant to be a supplement to COACH's income and rather, a benefit to LSU's program;
- G. LSU will pay all reasonable moving expenses, plus a \$10,000 stipend for travel and incidentals related to COACH's move;
- H. LSU will pay for COACH's temporary housing for up to ninety (90) days at a location approved by the Athletic Director;
- I. COACH acknowledges, consents and agrees that all times applicable to his employment with LSU in which he is engaged and/or participating, directly or indirectly, in Team-related and/or LSU-related activities of any kind, COACH shall exclusively wear and use athletic apparel and/or athletic related-apparel, including but not limited to shoes, apparel and equipment, as provided by LSU. COACH agrees and acknowledges that in furtherance of COACH's obligations

under this Section 8.I, COACH shall take no action or position to conflict with, or appear to conflict with, any Team, LSU, or University related third-party apparel and/or equipment contract and shall take all necessary steps to ensure COACH's compliance with LSU related apparel and equipment contracts. To the extent any uncertainty arises as to whether COACH's apparel or equipment activities or decisions may conflict with any third-party apparel or equipment contract with LSU, COACH shall be obligated to consult with the Athletic Director to determine if any such conflict exists and shall take any and all necessary steps to comply with the Athletic Director's decision related thereto. In no event shall LSU be liable to the extent COACH fails to comply with his apparel and equipment obligations arising and/or contemplated in this Section 8.I;

- J.** As part of any third-party apparel and/or equipment related contract with LSU, COACH acknowledges and agrees that TEAM may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by COACH in furtherance of COACH's employment duties and Team-related activities as applicable to COACH's employment with LSU.
- K.** Other customary, reasonable and related employee benefits to be provided by foundations affiliated with LSU, as authorized by the Athletic Director and President after review and approval by the LSU General Counsel and a determination that such benefits are in compliance with LSU by-laws and policies, and state laws.

**10. Additional Revenue.**

- A. Subject to the limitations imposed by this Section and compliance with applicable laws and Governing Athletic Regulations, if any, and LSU's PM-11, COACH may earn or receive other revenue ("Additional Revenue") while employed by LSU provided, however, that COACH shall obtain prior written approval from the Athletic Director and President, which approval shall not be unreasonably withheld, before engaging in any commercial or private venture, including the use of COACH's name by any commercial, public or private entity. If required by NCAA, COACH shall report annually in writing to the President and the Athletic Director on or before NCAA due date of each Contract Year all athletics-related income from sources outside LSU or any affiliated foundation, and LSU shall have reasonable access to all records of COACH to verify this report.
- B. LSU does not guarantee any amount of Additional Revenue.
- C. COACH shall not, without prior written approval of the President and the Athletic Director, arrange for or agree to the receipt by any assistant men's basketball coach of any supplemental pay, bonus or other form of payment from any outside source, except for income earned by assistant coaches from COACH's operation of his sports camps, or as otherwise authorized by LSU in accordance with PM-11.
11. **Sports Camps.** Subject to limitations imposed by this Section and compliance with applicable laws, LSU policies and procedures, and Governing Athletic Regulations, COACH may operate or work at sports camps and/or clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps and/or clinics. COACH shall not be permitted to sell, assign,

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

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

- A. Termination by LSU for Cause.** This Agreement may be terminated by LSU, acting through the President or Athletic Director, for “cause” as defined herein, at any time prior to its expiration, upon written notice to COACH. In the event of termination for cause, COACH's Base Salary, Supplemental Compensation, Other Supplemental Compensation, Incentive Compensation, Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to COACH for any sums or damages other than such compensation and benefits earned prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination. Any decision as to whether the criteria contained in this Section 11.A have been met shall not be made arbitrarily or capriciously by LSU. Prior to termination for cause, COACH: (i) shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof; and (ii) shall have five calendar days from receipt of such notice to make a written request for hearing on the contemplated action. If requested in writing by COACH, a hearing shall be held before the President or his designee(s), and at such hearing COACH shall have the right to counsel and to present the testimony of witnesses and other reliable evidence. The procedures shall conform to, and



evidence may be considered consistent with, federal and state due process standards for such hearings.

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

- i. Committing a material violation of Governing Athletics Regulations (for purposes of this sub-paragraph (i) only, a material violation of NCAA Bylaws shall be a Level I or Level II violation), or failing promptly to report any such violation by another person to the President and the Associate Athletic Director for Compliance;
- ii. Commission of a material violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (a) the violation occurs or continues to occur after COACH knew or should have known that it occurred, was about to occur or was occurring, or (b) COACH failed to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletic Department for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
- iii. Committing or being convicted of or pleading no contest to either: (a) any felony; or (b) any misdemeanor involving gambling, drugs, or alcohol;
- iv. Engaging in misconduct which either: (a) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (b) brings COACH into substantial public disrepute sufficient to impair COACH's ability to perform the obligations contained herein without

- adverse impact on the Team or Program; or (c) constitutes moral turpitude or breaches the high moral and ethical standards applicable to COACH as a visible representative of LSU;
- v. Unreasonably refusing or repeatedly failing to perform any duties imposed upon COACH herein (including, but not limited to, those duties and responsibilities set forth in Section 3), or failing to perform the same to the best of COACH's reasonable ability, after written notice to COACH of LSU's reasonable expectation;
  - vi. Knowingly committing material or repeated significant violations of any provision of this Agreement, provided said initial violations are not cured within ten (10) days of COACH's receipt of written notice of the same;
  - vii. Prolonged absence from LSU without its consent, which will not unreasonably be withheld;
  - viii. (a) Committing fraud or making any material misrepresentation in the performance of any duties and responsibilities herein, including, but not limited to, fraud or misrepresentation in the preparation or maintenance of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student-athlete, including without limitation transcripts, eligibility forms, and compliance reports, or altering any such documents; or (b) counseling, instructing, encouraging, or knowingly and intentionally permitting any other person to commit such fraud or misrepresentation;

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

- xii. Using or consuming alcoholic beverages or controlled substances, steroids, or other drugs or chemicals, whether prescribed by a physician or not, to such degree and for such a period as to impair COACH's ability to perform the duties herein;
- xiii. Selling, purchasing, using, or possessing any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by COACH is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith;
- xiv. Knowingly encouraging or permitting the sale, purchase, use, or possession by any student-athlete, assistant coach, or other individual under COACH's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules. The provisions of this subsection shall not apply to the purchase, use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith;
- xv. (a) Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations; or (b) counseling, instructing, or encouraging any other person to fail to cooperate in such investigation and enforcement;

- xvi. Subject to any right of administrative appeal permitted or granted to COACH by the NCAA or SEC, the making or rendition of a finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by COACH of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of COACH which were knowingly and intentionally permitted, encouraged, or condoned by COACH, or about which violations COACH knew or reasonably should have known, and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection expressly includes findings or determinations of violations during employment of COACH at any other institution of higher education); or
- xvii. Failing to report promptly to the Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which COACH has or should have knowledge.

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

- i. LSU shall have the right to terminate this Agreement without cause upon written notice to COACH. The termination date shall be the date on which written notice of termination is given, or on such later date as may be set forth by LSU in the written notice of termination. In such event, LSU will pay COACH liquidated damages, in lieu of any and all other legal remedies or equitable relief as detailed below. In the event of termination by LSU without cause, COACH's Base Salary, Supplemental

Compensation, Other Supplemental Compensation, Incentive Compensation, Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to COACH for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date.

- ii. Subject to the provisions of Subsection 11.B.iii below, Liquidated Damages payable by LSU under this Section 11.B shall equal the remaining amounts owed COACH with respect to: (i) the Base Salary (Section 5) for each remaining Contract Year of the Agreement, (ii) Supplemental Compensation (Section 6) for each remaining Contract Year of the Agreement, (iii) Incentive Compensation, if any, that was earned by COACH (Section 7.A, 7.B, 7.C, 7.D) but only to the extent the Incentive Compensation was earned in the Contract Year of the termination, and (iv) any Retirement or Fringe Benefits earned by COACH as of the date of the written notice of termination. For purposes of this Section 11.B, provided the written termination is on or before June 29, 2022, liquidated damages shall not include the Retention Bonus set forth in Section 7.E.
- iii. The Maximum Liquidated Damages amount to be paid as set forth in Section 11.B.ii above shall be reduced by the amount of compensation actually paid to COACH under this Agreement in the terminating Contract Year prior to termination, so that the sum of the liquidated damages to be

paid under this Agreement and the compensation actually paid during the terminating Contract Year prior to termination equal the “Maximum Liquidated Damages” amount listed above. For purposes of the preceding sentence “compensation actually paid during the terminating Contract Year” shall not include compensation paid during the terminating Contract Year that was due to COACH for a prior Contract Year. Partial years and partial months will be prorated. Liquidated Damages, if any, will be paid by LSU to COACH in equal monthly installments over the remaining duration of the Agreement and subject to Section 11.B.iv, commencing on the last day of the month immediately following the date of termination and continuing on the last day of each succeeding month thereafter until LSU’s obligation under this Section 11.B terminates or ceases to exist.

- iv. Any obligation of LSU to make liquidated damage payments shall be reduced and extinguished by and to the extent of any compensation COACH earns, receives, or is entitled to receive from any third party for coaching (as an assistant or head coach) an NCAA Division I college or NBA basketball team or for basketball-related media employment, from the termination date until LSU’s obligation pursuant to this Section 11.B to COACH terminates or ceases to exist. After termination, COACH has the good faith duty and obligation to seek to obtain similar or related employment as an NCAA Division I college or NBA basketball head or assistant coach or an a basketball-related media position, and to collect sums due him commensurate with the value of such services on the open

market, in connection with such employment. In the event COACH obtains such other employment after being terminated by LSU without cause, it shall be the duty and obligation of COACH to notify the Athletic Director that he has obtained other employment and to provide any and all reasonable documentation requested by LSU to determine the amount of compensation received by COACH and the amount of offset to which LSU is entitled. The allocation of payment(s) between COACH shall be made on a pro rata basis according to their then applicable compensation under this Agreement.

- v. The offsets, extinguishment and reductions pursuant to this Section 11, if applicable, are not intended to be deferred compensation, but rather a means to mitigate damages in accordance with Louisiana law, and LSU will reasonably cooperate with COACH to establish this fact, if necessary.
- vi. The parties have bargained for this liquidated damages provision, giving consideration to the following: This is a contract for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause COACH to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages to be suffered by COACH in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that all liquidated



damages herein are not in any way a donation or a penalty, but rather are a good faith estimate of damages that will be incurred in the event of termination. In consideration of this provision, COACH irrevocably waives any and all rights to equitable relief, including temporary restraining orders and injunctions, or actions seeking specific performance by LSU.

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

- i. COACH shall have the right to terminate this Agreement without cause upon written notice to LSU. In the event COACH terminates this Agreement without cause, COACH will collectively pay, or alternatively cause a third party to pay, liquidated damages to LSU, in lieu of any and all other legal remedies or equitable relief. In any event, COACH shall be solely responsible for making arrangements for payment of any liquidated damages due to LSU under this Agreement, and COACH acknowledges that he is responsible to make such payment(s) in the event that any designated third party fails to make the required payment(s). In the event of termination by COACH without cause, the Base Salary, Supplemental Compensation, Other Supplemental Compensation, Incentive Compensation, Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date which, unless otherwise agreed to in writing by LSU on one hand and COACH on the other hand, shall be the earlier of: (i) the date on which COACH provides written notice of termination to LSU; (ii) the date on

which COACH accepts employment from another employer; or (iii) the date on which COACH performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to COACH for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date. The Parties acknowledge that this provision is intended to obligate COACH to repay any and all compensation and fees contemplated in this Agreement under the premise that COACH would fulfill the entire Term of this Agreement.

- ii. Liquidated damages payable by COACH under this Section 11.C shall equal the remaining amounts that would otherwise be owed to COACH with respect to: (i) ~~(i)~~ the Base Salary (Section 5) for each remaining Contract Year of the Agreement; and (ii) Supplemental Compensation (Section 6) for each remaining Contract Year of the Agreement. In the event of termination without cause by COACH, liquidated damages under this Section 11.C to be paid by COACH or any designated third party shall be paid to LSU, COACH shall, in COACH's sole discretion, have the option to pay such amount either: (i) in a single lump sum payment, or (ii) in equal monthly installments through the remaining Term of the Agreement commencing; provided, however, that COACH shall notify LSU in writing of COACH's payment choice within sixty (60) days of the termination date under Section 11.C., as applicable.

- iii. The Maximum Liquidated Damages amount to be paid as set forth in Section 11.C.ii above shall be reduced by the amount of compensation actually paid to COACH under this Agreement in the terminating Contract Year prior to termination, so that the sum of the liquidated damages to be paid under this Agreement and the compensation actually paid during the terminating Contract Year prior to termination equal the “Maximum Liquidated Damages” amount listed above. For purposes of the preceding sentence “compensation actually paid during the terminating Contract Year” shall not include compensation paid during the terminating Contract Year that was due to Coach for a prior Contract Year. Partial years and partial months will be prorated.
- iv. To the extent COACH elects to pay liquidated damages to LSU in a single lump sum, full payment shall be paid on or before sixty (60) days after the termination date. To the extent Coach elects to pay liquidated damages to LSU in equal monthly installments through the remaining Term of the Agreement, COACH’s equal monthly installment obligations shall commence with the third month of unemployment with LSU and each installment thereafter shall be due in accordance with COACH’s LSU payment schedule. Partial years and/or partial months will be prorated.
- v. The parties have bargained for this liquidated damages provision, giving consideration to the following: This is a contract for personal services. The parties recognize that termination of this Agreement by COACH prior to its expiration by lapse of term would cause LSU to incur administrative,

recruiting, and resettlement costs in obtaining a replacement head coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, loss of recruits or current student-athletes, loss of continuity and stability, and intangible damages such as damages to LSU's and/or the Program's reputation, and goodwill, which damages are impossible to determine with any certainty. COACH recognizes that his promise to work for LSU until its expiration by lapse of term is an essential consideration of and a material inducement for LSU's decision to employ him in the position described in Section 2, above. COACH also recognizes that LSU is making a highly valuable investment in his continued employment by entering into this Agreement and its investment would be lost or diminished were he to resign or otherwise terminate his employment with LSU prior to the expiration of its Term. The payment owed pursuant to this liquidated damages provision is to pay for the damages suffered as outlined above and to reimburse LSU for expenses, including but not limited to (i) searching for, recruiting and hiring a replacement for COACH, (ii) relocating the new coach, and (iii) buying out the contract, if necessary, of the new coach. COACH expressly agrees that the amount of liquidated damages provided for herein is a reasonable approximation of the harm that LSU will incur in the event of such early termination by COACH. In consideration of this provision, LSU irrevocably waives any and all rights to equitable relief, including

temporary restraining orders and injunctions, or actions seeking specific performance by COACH.

- vi. Unless notice of termination under this Section 11 has been given by either party, neither COACH nor any agent on his behalf shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment with any other institution of higher education, professional athletic team, or other basketball-related (including media and sports marketing) prospective employer without giving at least twenty-four (24) hours prior written notice to the President and the Athletic Director.

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

- i. In lieu of termination for cause, and in addition to any rights it may have under Section 11.A, LSU may impose upon COACH disciplinary sanctions less severe than termination, up to and including suspension or leave without pay for a period no longer than ninety (90) days for any act or omission which would be grounds for termination for cause. Imposition of such sanctions shall be at the discretion of LSU, and shall not be exercised arbitrarily or capriciously. During a period of suspension under this sub-section, COACH shall not be entitled to receive any compensation or benefits under this Agreement.
- ii. LSU may suspend COACH for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether COACH has materially violated any laws or Governing Athletics Regulations. During such suspension, COACH shall

receive only the Base Salary Amount set forth in Sections 2 and 4 and the Fringe Benefits set forth in Section 8, and shall not be entitled to receive Supplemental Compensation, Other Supplemental Compensation, Incentive Compensation, or any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved in favor of COACH, and does not otherwise represent an independent basis for termination for cause, LSU shall pay or make available to COACH the benefits and other compensation herein otherwise payable to COACH during the period of suspension. Any such compensation and/or benefits payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this sub-section shall not limit any rights of LSU to terminate COACH for cause.

- iii. COACH shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause as defined herein.

**E. Termination by Death or Disability.** In the event of the death of COACH or the inability of COACH to perform the duties and obligations described in this Agreement by reason of disability, illness, or some other occurrence beyond the

control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than ninety (90) consecutive days, this Agreement shall terminate as a termination for cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.

**F. Exclusive Remedies and Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein, and any remedies pertaining thereto, are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither COACH nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or expectation income, or damages allegedly sustained by reason of alleged humiliation or defamation, or other non-compensatory and compensatory damages, punitive damages, and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or COACH of information or documents required by law. COACH acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other

disciplinary sanction effected in accordance with the procedures established in this Agreement, COACH shall have no right to occupy the position of head coach of Team and that COACH's sole remedies are provided herein and shall not extend to injunctive relief or demands for specific performance by LSU. COACH further acknowledges and agrees that COACH is not eligible for and will not be considered for or granted academic tenure by LSU.

**G. Key Man Insurance.** LSU or its affiliated athletic foundation, at the sole discretion of LSU, shall have the right at any time during the term of this Agreement to purchase "key man" insurance or other insurance on the life of COACH. COACH shall reasonably cooperate in the underwriting and issuance of any such insurance.

**13. Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to COACH by LSU or developed by COACH on behalf of or at the expense of LSU or otherwise in connection with the employment of COACH are and shall remain the sole and confidential property of LSU. Within ten (10) days of the expiration or termination of this Agreement, COACH shall cause any such materials in COACH's possession or control to be delivered to LSU. At the same time, COACH shall return to LSU all credit cards, keys, computers, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of COACH.



14. **Affiliated Foundation Payments.** Where a payment under this Agreement may be paid by or from an affiliated foundation, LSU remains responsible for that payment unless and until it has been made by the affiliated foundation.
15. **Entire Contract.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of COACH by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this agreement, with full opportunity to seek advice of competent counsel of their choosing. The Agreement shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.
16. **VCU Buyout.** To the extent there is a buyout owed to COACH's immediately preceding employer, Virginia Commonwealth University (VCU), under COACH's contract with VCU, LSU hereby agrees to pay the buyout in an amount not to exceed \$1,000,000 (subject to possible payment of an additional home and away series buyout payment, set forth below) which amount shall be paid within ninety (90) days of the date of this Agreement and which amount may be paid by LSU or from affiliated foundation funds, subject to approval of LSU and the involved foundation. In the event LSU is unable, or its good faith negotiations to schedule a home-and-home men's basketball series with VCU are unsuccessful and the home-and-home series obligation provided for in COACH's contract with VCU does not occur, LSU will pay the additional \$250,000 buyout payment as set forth in COACH's prior contract with VCU, but only to the extent

such provision is legally enforceable and legally owed, provided LSU's failure to make the payment does not result in COACH's being in breach of his VCU contract. In no event shall Coach, in lieu of LSU, be liable for the payment. LSU has authorized the reimbursement of COACH for this expense under its accountable plan (as described in section 1.62-2 of the Treasury regulations) and will pay said sum directly to VCU. LSU will report these funds to the IRS as a reimbursement to COACH. Any such payments contemplated under this paragraph are not intended to be taxable income for COACH and LSU shall use reasonable efforts to minimize any tax implications of the payments, in compliance with the Internal Revenue Code.

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

A. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires COACH to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then

COACH's Base Salary shall be reduced by the dollar value of the annual leave for which COACH is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which COACH's earning of annual leave is calculated to begin, and COACH shall repay to LSU the amount of the reduction. COACH shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by COACH and LSU) from the date on which the COACH is given notice that he will be credited with annual leave pursuant to this Section 14. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive his right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section 13. COACH will accrue and use sick leave in accordance with LSU policy.

**B.** COACH is required to receive authorization from the Athletic Director (or the Athletic Director's designee) prior to being absent from COACH's usual duties and responsibilities which authorization shall not be unreasonably withheld.

**18. Amendments to Contract.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by COACH, such approval and acceptance to be acknowledged in writing. Except where expressly indicated in this Agreement, the written approval of the LSU Board of Supervisors shall be required to amend or waive any terms or conditions set forth herein. COACH expressly acknowledges that it would be unreasonable to rely upon any oral

representations, or any representations made by anyone other than the particular LSU representative(s) authorized by this Agreement, that purport to amend or waive any terms of this Agreement.

19. **Severability**. If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
20. **No Waiver of Default**. No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
21. **Sovereign Immunity Not Waived**. It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
22. **"Force Majeure" Clause**. Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.





## Summary of Athletic Coaching Contract Elizabeth Torina, Head Coach Softball

		<i>Current</i>	<i>Proposed</i>	<i>Change</i>	<i>%</i>	<i>Notes</i>
<i>Basic</i>	Term Ends	6/30/2018	6/30/2020	2 year		a
	Base Salary	\$ 200,000	\$ 210,000	\$ 10,000	5%	a
	Supplemental Comp.	\$ 30,000	\$ 30,000	\$ -		a
<i>Incentive</i>	Post-Season (max)	\$ 90,000	\$ 90,000	\$ -		0%
	Academic (max)	\$ 15,000	\$ 15,000	\$ -		
<i>Benefits</i>	Automobile	\$ 12,000	\$ 12,000	\$ -		a
	Other					c
<b>Total Certain Compensation</b>		<b>\$ 245,000</b>	<b>\$ 255,000</b>	<b>\$ 10,000</b>	<b>4%</b>	<b>d</b>

Notes (a) Coach Torina's contract includes a two year extension and salary increase. Base salary for fiscal year 2018 increases to \$210,000, for fiscal year 2019, it increases to \$235,000, and for fiscal year 2020, it increases to \$260,000. Automobile payment is up to \$1,000/month.

(b) Not applicable

(c) Not applicable

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

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

Recommended

  
\_\_\_\_\_  
Joe Allewa  
Vice Chancellor and Athletic Director

Reviewed, No Objections

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

Reviewed, No Objections:

\_\_\_\_\_  
Tom Skinner, LSU General Counsel

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of this 1<sup>st</sup> day of July 2017, by and between BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by F. King Alexander, its duly authorized President and Chancellor, and Elizabeth Torina (“COACH”):

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

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

B. “President”: The President of LSU.

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

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

Two Hundred Ten Thousand and No/100ths dollars (\$210,000.00) – Effective July 1, 2017 through June 30, 2018.

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

Two Hundred Sixty Thousand and No/100ths dollars (\$260,000.00) – Effective July 1, 2019 through June 30, 2020.

E. “Start Date”: July 1, 2017.

F. “End Date”: June 30, 2020.

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

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

2. **Employment.** LSU does hereby employ COACH as Head Coach of the Team. COACH will report directly to the Athletic Director and through the Athletic Director to the President and Chancellor. COACH will be responsible for the Program at LSU A&M. COACH hereby agrees to accept such employment and to devote full-time attention to the performance of the duties herein.

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

- A. Administering, managing, and leading the Program in a professionally appropriate and competent manner;
- B. Administering, managing, and leading the Program in an effort to effectively compete in National Collegiate Athletic Association (NCAA) play;
- C. Hiring and managing the assistant coaches and other athletic staff necessary and appropriate to assist COACH in meeting the responsibilities herein;
- D. Directing the Program, including management of staff, budget, and other resources;
- E. Being reasonably knowledgeable, with reasonable assistance of LSU, of: (i) applicable federal and state laws governing intercollegiate athletics; and (ii) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the NCAA, the Southeastern Conference (SEC), LSU, and any other conference or organization of which LSU is or becomes a member during the



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

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

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

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

6. **Supplemental Compensation.**

- A. In addition to the salary described above, COACH each contract year will receive Supplemental Compensation in an amount of Ten Thousand and No/100ths dollars (\$10,000.00) for COACH appearing on or participating in, as requested, University sanctioned television, radio and internet programs concerning LSU and the Team. The amount of Supplemental Compensation payable to COACH shall be based on the number of radio, television, and internet programs in which COACH participates or appears and shall be determined by the Athletic Director. Any amount earned by COACH pursuant to this provision shall be considered earned on the date(s) on which COACH appears on or participates in the television, radio, and internet programs and shall be paid within 30 days of the last game played by Team in its season, including any post-season play.
- B. COACH shall not appear without the prior written approval of the President and Chancellor on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. COACH shall not appear in or make any commercial or commercial endorsement without the prior written approval of the President and Chancellor and the Athletic Director. Such approval shall not be unreasonably withheld.
- C. COACH will earn or receive a minimum of Twenty Thousand and No/100s (\$20,000) Dollars in Supplemental Compensation during each fiscal year of this

Agreement. This compensation shall include: (a) any monetary benefits earned or received for services to the Tiger Athletic Foundation (TAF) or (b) any monetary benefits earned or received from the University's equipment contracts.

**7. Incentive Compensation.**

A. **Post-Season Incentive Compensation.** In the event the Team participates in post-season games, LSU agrees to pay COACH Post-Season Incentive Compensation as additional compensation for the extra services required of COACH in the preparation for and participation in post-season play as follows in accordance with LSU's policies and procedures. The additional sum or sums, if payable, shall be considered earned on the date(s) services are provided for each game at which a post-season goal is attained (or, for SEC Regular Season Champion, the date of the last SEC game in Team's sport played by any SEC team during the regular season) and shall be paid within sixty (60) days following the final post-season game in which Team participates. This Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. Post-Season Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the foundation. To be eligible for such compensation, COACH must provide additional services required in the preparation for and participation in post-season play and must be employed by LSU as of the date on which the incentives are earned.

B. **Academic Incentive Compensation.** In the event the multi-year Academic Performance Rate “APR” [as defined by the NCAA] for the Program is the minimum APR multi-year score established by the NCAA (current minimum score is 930) in any one contract year, LSU agrees to pay COACH additional compensation in the amount of Fifteen Thousand and No/100 dollars (\$15,000) per contract year. The additional compensation, if payable, shall be considered earned on the date on which the APR for LSU is released while COACH is employed at LSU and shall be paid within sixty (60) days of such date. Academic Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the foundation. To be eligible for such compensation, COACH must be employed by LSU as of the date on which the incentives are earned.

8. **Retirement and Fringe Benefits.** COACH shall be entitled to participate in the retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts (including state retirement benefits) based only upon the Base Salary Amount and any Post-Season Incentive Compensation. During the term of this Agreement and in accordance with applicable LSU policy and applicable law, COACH will also receive the following benefits, part or all of which may be payable from affiliated foundation funds, subject to approval of LSU and the foundation:

A. Membership(s) in a social club, such as the University Club of Baton Rouge, provided that: (i) monthly dues shall be payable from affiliated foundation funds, subject to approval of such foundation; (ii) business-related (non-personal)

expenses incurred in accordance with LSU and foundation policy will be reimbursed from affiliated foundation funds; and (iii) COACH shall be responsible for payment of all personal charges.

- B. Mobile communications device and service;
- C. An annual automobile allowance in the amount up to \$1,000 per month or, to the extent consistent with state ethics law, use of courtesy vehicle provided by dealership and related insurance reimbursed from affiliated foundation funds; and
- D. COACH will be allowed to invite guest(s) for travel to athletic events as per the LSU Travel Handbook. Any guest(s) must be approved for travel on chartered or commercial transportation by the Athletic Director or his/her designee.
- E. Other customary, reasonable and related employee benefits to be provided by foundations affiliated with LSU, as authorized by the President and Chancellor after a review by the LSU System General Counsel and a determination that such benefits are in compliance with LSU policy and the Louisiana Code of Ethics.

**9. Additional Revenue.**

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

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

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

**10. Sports Camps.** COACH, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may operate or work at sports camps/clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps/clinics. COACH shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or interests in such a camp or clinic to any other person or entity, without the prior written approval of the President and Chancellor.

**11. Assignment and Retirement Benefits.**

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

form of the contract shall be subject to the approval of LSU, which approval shall not be unreasonably withheld.

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

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

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



The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

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

- (1) Committing a material and substantial violation (including repeated secondary violations) of Governing Athletics Regulations, or failing promptly to report any such violation by another person to the President and Chancellor and the Associate Athletic Director for Compliance;
- (2) Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after COACH knew or had constructive knowledge that it was about to occur or was occurring, or (ii) COACH failed to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletic Department for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
- (3) Committing or being convicted of either: (i) any felony; or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- (4) Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings COACH into substantial public disrepute sufficient to materially impair COACH’s ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or

- breaches the high moral and ethical standards applicable to COACH as a visible representative of LSU;
- (5) Unreasonably refusing or repeatedly failing to perform any duties imposed upon COACH herein (including, but not limited to, those duties and responsibilities set forth in Section 3 of this Agreement), or failing to perform the same to the best of COACH's reasonable ability, after written notice to COACH of LSU's reasonable expectation;
  - (6) Knowingly committing material or repeated significant violations of any provision of this Agreement, provided said initial violations are not cured within ten (10) days of COACH's receipt of written notice of the same;
  - (7) Prolonged absence from LSU without its consent, which will not unreasonably be withheld;
  - (8) (i) Intentionally or with reckless disregard for the truth committing fraud in the performance of any duties and responsibilities herein, including, but not limited to, fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or (ii) counseling, instructing, encouraging, or knowingly permitting any other person to commit such fraud;
  - (9) (i) Failing to respond reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision

- over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any other person to fail to so respond;
- (10) (i) Participating in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any student athlete, assistant coach, or other individual under or subject to COACH's control, authority, or supervision to participate in such activity;
- (11) (i) Furnishing any information or data, other than information or data provided to the general public through press conferences, news releases, and the like, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom COACH knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or (ii) counseling, instructing, or encouraging any student athlete, assistant coach, or other individual under COACH's control, authority, or supervision to furnish such information or data;
- (12) Using or consuming alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair COACH's ability to perform the duties herein;
- (13) Selling, purchasing, using, or possessing any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by

COACH is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.

- (14) Knowingly encouraging or permitting the sale, purchase, use, or possession by any student athlete, assistant coach, or other individual under COACH's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- (15) (i) Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations; or (ii) counseling, instructing, or encouraging any other person to fail to cooperate in such investigation and enforcement;
- (16) Subject to any right of administrative appeal permitted or granted to COACH by the NCAA or SEC, the making or rendition of a finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by COACH of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of COACH which were knowingly and intentionally permitted, encouraged, or condoned by COACH, or about which violations COACH knew or should have known (constructive knowledge), and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this sub-section includes findings or determinations of violations during employment of COACH at any other institution of higher education); or

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

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

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

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

- (1) LSU shall have the right to terminate this Agreement without cause upon written notice to COACH. In such event, LSU will pay COACH liquidated damages, in lieu of any and all other legal remedies or equitable relief as detailed below. In the

event of termination by LSU without cause, COACH's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to COACH for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

- (2) Liquidated damages under this Section 12.B will be the Base Salary per year for the remaining term of this Agreement, including any extended term. A partial year shall be pro rated.
- (3) Liquidated damages under this Section 12.B will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the term of this Agreement, including any extended term.
- (4) In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section 12.B shall be reduced and extinguished by and to the extent of any compensation COACH earns, receives, or is entitled to receive from the termination date until LSU's obligation pursuant to this Section 12.B to COACH terminates or ceases to exist. COACH shall exercise due diligence and good faith in seeking other athletically-related employment. In the event COACH obtains such other employment, COACH will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by COACH and the amount of offset due to LSU.

- (5) The parties have bargained for this liquidated damages provision, giving consideration to the following. This is a contract for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause COACH to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages to be suffered by COACH in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that all liquidated damages herein are not in any way a penalty.

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

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

- (2) Liquidated damages under this Section 12.C will be \$50,000 for the remaining term of this Agreement, including any extended term. COACH shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.
- (3) Liquidated damages under this Section 12.C may be waived, in the sole discretion of the President and Chancellor, if COACH is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, COACH's length of service with LSU, whether COACH is taking another athletically-related job, the impact the timing of COACH's notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), COACH's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for COACH, and the impact requiring the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.
- (4) The parties have bargained for this liquidated damages provision, giving consideration to the following. This is a contract for personal services. The parties recognize that termination of this Agreement by COACH prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement head coach for Team, in addition to



potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.

- (5) Unless notice of termination under this Section 12 has been given by either party, neither COACH nor COACH's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and Chancellor and the Athletic Director.

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

- (1) In lieu of termination for cause, and apart from any rights it may have under Section 12.A, LSU may impose disciplinary sanctions less severe than termination upon COACH, up to and including suspension or leave without pay for a period no longer than ninety (90) days for any act or omission which would be grounds for termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously.
- (2) LSU may suspend COACH for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether COACH has violated any laws or Governing Athletics Regulations. During such suspension, COACH shall receive only the Base Salary, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the

suspension is finally resolved completely in favor of COACH, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to COACH the benefits and other compensation herein otherwise payable to COACH during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this sub-section shall not limit any rights of LSU to terminate COACH for cause.

- (3) COACH shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.

**E. Termination by Death or Disability.** In the event of the death of COACH or the inability of COACH to perform the obligations described in this Agreement by reason of illness or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than one hundred twenty (120) days, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.

**F. Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination

for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither COACH nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or expectation income, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or COACH of information or documents required by law. COACH acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, COACH shall have no right to occupy the position of head coach of Team and that COACH's sole remedies are provided herein and shall not extend to injunctive relief. COACH further acknowledges and agrees that COACH is not eligible for will not be considered for or granted tenure by LSU.

- G. **Key Man Insurance.** LSU or its affiliated athletic foundation, at the sole discretion of LSU, shall have the right at any time during the term of this Agreement to take out key man insurance or other insurance on the life of

COACH. COACH shall reasonably cooperate in the underwriting and issuance of any such insurance.

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

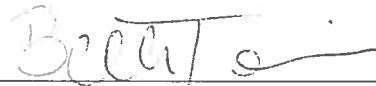
16. **Amendments to Contract.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by COACH, such approval and acceptance to be acknowledged in writing.
17. **Severability.** If any provision of this Agreement shall be deemed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

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

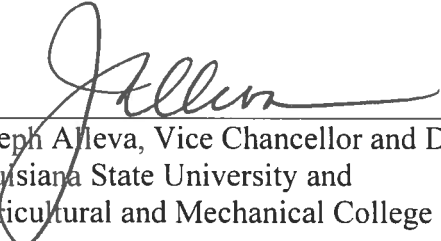
THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year first above written.

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

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

 6/13/17  
\_\_\_\_\_  
Elizabeth Torina    Date

RECOMMENDED:

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

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

### Schedule A – Supplemental Terms for Elizabeth Torina

This Schedule A supplements and further defines the provisions of the Employment Agreement dated July 1, 2017 entered into between LSU and Elizabeth Torina to which it is attached (the “Agreement”). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

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

a)	SEC Regular Season Champion	\$ 5,000
b)	SEC Tournament Champion	\$ 5,000
c)	Appearance in Regional	\$ 5,000
d)	Appearance in super Regional	\$10,000
e)	Appearance in College World Series	\$15,000
f)	NCAA National Champions	\$25,000
g)	SEC Coach of the Year	\$10,000
h)	National Coach of the Year	\$15,000

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

*Approved:*

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

By: Beth Torina 6/13/17  
 Elizabeth Torina





## Summary of Athletic Coaching Contract Karen Bahnsen, Head Coach Women's Golf

		<i>Current</i>	<i>Proposed</i>	<i>Change</i>	<i>%</i>	<i>Notes</i>
<i>Basic</i>	Term Ends	6/30/2017	6/30/2020	3 years		a
	Base Salary	\$ 140,000	\$ 140,000		0%	a
	Supplemental Comp.	\$ 5,000	\$ 5,000	\$ -		
<i>Incentive</i>	Post-Season (max)	\$ 31,200	\$ 31,200	\$ -		0% b
	Academic (max)	\$ 5,000	\$ 5,000	\$ -		
<i>Benefits</i>	Automobile	\$ 12,000	\$ 12,000	\$ -		a
	Other					c
<b>Total Certain Compensation</b>		<b>\$ 150,000</b>	<b>\$ 150,000</b>	<b>\$ -</b>	<b>0%</b>	<b>d</b>

### Notes

(a) Coach Bahnsen's previous contract expired 06/30/2017. This contract includes a three year extension. Automobile payment is up to \$1,000/month.

(b) Post-season incentive is based on Board Policy which allows up to 24% of base salary for team SEC and NCAA performance.

(c) Not applicable

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

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

Recommended

Joe Alleva  
Vice Chancellor and Athletic Director

Reviewed, No Objections

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

Tom Skinner, LSU General Counsel

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of this 1<sup>st</sup> day of July 2017, by and between BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by F. King Alexander, its duly authorized President, and Karen M. Bahnsen (“COACH”):

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

- A. “LSU”: The campus of LSU which is located in Baton Rouge, Louisiana.
- B. “President”: The President of LSU.
- C. “Athletic Director”: The Director of Athletics at LSU.
- D. “Base Salary Amount”: The annual sum of One Hundred Forty Thousand Dollars (\$140,000).
- E. “Start Date”: July 1, 2017.
- F. “End Date”: June 30, 2020.
- G. “Program”: The intercollegiate Women’s Golf program at LSU A&M.
- H. “Team”: The intercollegiate athletic team which is a part of the Program.

**2. Employment.** LSU does hereby employ COACH as Head Coach of the Team. COACH will report directly to the Athletic Director and through the Athletic Director to the President. COACH will be responsible for the Program at LSU. It is the goal of the parties that COACH will serve in such position throughout the term of this Agreement. It is understood, however, that LSU retains the right to assign COACH to other positions

within LSU with different duties without penalty during the term of this Agreement, provided that COACH will not be assigned to any position which is not consistent with COACH's education and training. COACH hereby agrees to accept such employment and to devote full-time attention to the performance of the duties herein.

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

- A. Administering, managing, and leading the Program in a professionally appropriate and competent manner;
- B. Administering, managing, and leading the Program in an effort to effectively compete in National Collegiate Athletic Association (NCAA) play;
- C. Hiring and managing the assistant coaches and other athletic staff necessary and appropriate to assist COACH in meeting the responsibilities herein;
- D. Directing the Program, including management of staff, budget, and other resources;
- E. Being reasonably knowledgeable, with reasonable assistance of LSU, of: (i) applicable federal and state laws governing intercollegiate athletics; and (ii) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the NCAA, the Southeastern Conference (SEC), LSU, and any other conference or organization of which LSU is or becomes a member during the

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

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

- L. Using reasonable efforts to exercise due care and supervision to provide that all student athletes, assistant coaches, other program staff members, and other individuals under or subject to COACH's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;
  - M. Using reasonable efforts to promote the goal of LSU, that every student athlete obtain a baccalaureate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student athletes and the faculty and administrators of LSU in connection with the academic pursuits of student athletes;
  - N. Performing these duties at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;
  - O. Performing all other reasonable duties customarily performed by head coaches in Team's sport of commensurate rank serving other NCAA member institutions.
4. **Term.** The term (the "Term") of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 11 of this Agreement. This Agreement will automatically be renewed for an additional period of one year effective the day after the End Date and each anniversary thereof unless the Agreement has been terminated pursuant to Section 11 or written notice of non-renewal has been given by either party at least 30 days before the End Date.

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

6. **Supplemental Compensation.**

- A. In addition to the salary described above, COACH each contract year will receive Supplemental Compensation in an amount of Five Thousand and No/100ths dollars (\$5,000.00) for COACH appearing on or participating in, as requested, University sanctioned television, radio and internet programs concerning LSU and the Team. The amount of Supplemental Compensation payable to COACH shall be based on the number of radio, television, and internet programs in which COACH participates or appears and shall be determined by the Athletic Director. Any amount earned by COACH pursuant to this provision shall be considered earned on the date(s) on which COACH appears on or participates in the television, radio, and internet programs and shall be paid within 30 days of the last game played by Team in its season, including any post-season play.
- B. COACH shall not appear without the prior written approval of the President on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. COACH shall not appear in or make any commercial or commercial endorsement without the prior written approval of the President and the Athletic Director. Such approval shall not be unreasonably withheld.

7. **Incentive Compensation.**

- A. **Post-Season Incentive Compensation.** In the event the Team participates in post-season games, LSU agrees to pay COACH Post-Season Incentive Compensation as additional compensation for the extra services required of COACH in the preparation for and participation in post-season play as follows in accordance with LSU's policies and procedures. The additional sum or sums, if payable, shall be considered earned on the date(s) services are provided for each game at which a post-season goal is attained (or, for SEC Regular Season Champion, the date of the last SEC game in Team's sport played by any SEC team during the regular season) and shall be paid within sixty (60) days following the final post-season game in which Team participates. This Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. Post-Season Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the foundation. To be eligible for such compensation, COACH must provide additional services required in the preparation for and participation in post-season play and must be employed by LSU as of the date on which the incentives are earned.
- B. **Academic Incentive Compensation.** In the event the multi-year Academic Performance Rate "APR" [as defined by the NCAA] for the Program is the minimum APR multi-year score established by the NCAA (current minimum score is 930) in any one contract year, LSU agrees to pay COACH additional compensation in the amount of Five Thousand and No/100 dollars (\$5,000) per

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

**8. Retirement and Fringe Benefits.** COACH shall be entitled to participate in the retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts (including state retirement benefits) based only upon the Base Salary Amount and any Post-Season Incentive Compensation. During the term of this Agreement and in accordance with applicable LSU policy and applicable law, COACH will also receive the following benefits, part or all of which may be payable from affiliated foundation funds, subject to approval of LSU and the foundation:

- A. Membership(s) in a social club, such as the University Club of Baton Rouge, provided that: (i) monthly dues shall be payable from affiliated foundation funds, subject to approval of such foundation; (ii) business-related (non-personal) expenses incurred in accordance with LSU and foundation policy will be reimbursed from affiliated foundation funds; and (iii) COACH shall be responsible for payment of all personal charges.
- B. Mobile communications device and service;



- C. COACH will be allowed to invite guest(s) for travel to athletic events on chartered commercial transportation subject to approval by the Athletic Director, not to be unreasonably withheld.
- D. An annual automobile allowance in the amount up to \$1,000 per month or, to the extent consistent with state ethics law, use of courtesy vehicle provided by dealership and related insurance reimbursed from affiliated foundation funds.
- E. As part of any third-party apparel and/or equipment related contract with LSU, COACH acknowledges and agrees that TEAM may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by COACH in furtherance of COACH's employment duties and Team-related activities as applicable to COACH's employment with LSU.
- F. Other customary, reasonable and related employee benefits to be provided by foundations affiliated with LSU, as authorized by the President after a review by the LSU System General Counsel and a determination that such benefits are in compliance with LSU policy and the Louisiana Code of Ethics.

**9. Additional Revenue.**

Subject to the limitations imposed by this Section and compliance with applicable laws and Governing Athletics Regulations, if any, and LSU's PM-11, EMPLOYEE may earn or receive other revenue ("Additional Revenue") while employed by LSU, including sponsoring or working with sports camps or clinics, provided, however, that

EMPLOYEE shall obtain prior written approval from the Athletic Director or President, which approval shall not be unreasonably withheld, before engaging in any commercial or private venture, including the use of EMPLOYEE's name by any commercial, public or private entity. LSU does not guarantee any amount of Additional Revenue.

10. **Sports Camps.** COACH, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may operate or work at sports camps/clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps/clinics. COACH shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or interests in such a camp or clinic to any other person or entity, without the prior written approval of the President.

11. **Assignment and Retirement Benefits.**

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

B. **Retirement Benefits.** Regardless of whether the services are performed directly for LSU or through contract with a separate legal entity, whether such other entity is under the control of COACH or not, sums paid or authorized under Section 6 (Supplemental Compensation, if any), 7.B (Academic Incentive Compensation), 8

(Fringe Benefits), 9 (Additional Revenue), and 10 (Sports Camps) of this Agreement shall not be considered “base pay,” “earned compensation,” or “earnable compensation” as such terms are defined in Louisiana Revised Statutes 11:403 and 11:701, or other applicable Louisiana retirement laws, and shall not be included as compensation for the purpose of computation of retirement benefits. Only the Base Salary Amount and any Post Season Incentive Compensation earned pursuant to Section 7.A shall be considered for the purpose of computation of retirement benefits.

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

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

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

- (1) Committing a material and substantial violation (including repeated secondary violations) of Governing Athletics Regulations, or failing promptly to report any

- such violation by another person to the President and the Associate Athletic Director for Compliance;
- (2) Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after COACH knew or had constructive knowledge that it was about to occur or was occurring, or (ii) COACH failed to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletic Department for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
  - (3) Committing or being convicted of either: (i) any felony; or (ii) any misdemeanor involving gambling, drugs, or alcohol;
  - (4) Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings COACH into substantial public disrepute sufficient to materially impair COACH's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to COACH as a visible representative of LSU;
  - (5) Unreasonably refusing or repeatedly failing to perform any duties imposed upon COACH herein (including, but not limited to, those duties and responsibilities set forth in Section 3 of this Agreement), or failing to perform the same to the best of

COACH's reasonable ability, after written notice to COACH of LSU's reasonable expectation;

- (6) Knowingly committing material or repeated significant violations of any provision of this Agreement, provided said initial violations are not cured within ten (10) days of COACH's receipt of written notice of the same;
- (7) Prolonged absence from LSU without its consent, which will not unreasonably be withheld;
- (8) (i) Intentionally or with reckless disregard for the truth committing fraud in the performance of any duties and responsibilities herein, including, but not limited to, fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or (ii) counseling, instructing, encouraging, or knowingly permitting any other person to commit such fraud;
- (9) (i) Failing to respond reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any other person to fail to so respond;

- (10) (i) Participating in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any student athlete, assistant coach, or other individual under or subject to COACH's control, authority, or supervision to participate in such activity;
- (11) (i) Furnishing any information or data, other than information or data provided to the general public through press conferences, news releases, and the like, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom COACH knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or (ii) counseling, instructing, or encouraging any student athlete, assistant coach, or other individual under COACH's control, authority, or supervision to furnish such information or data;
- (12) Using or consuming alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair COACH's ability to perform the duties herein;
- (13) Selling, purchasing, using, or possessing any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by COACH is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.

- (14) Knowingly encouraging or permitting the sale, purchase, use, or possession by any student athlete, assistant coach, or other individual under COACH's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- (15) (i) Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations; or (ii) counseling, instructing, or encouraging any other person to fail to cooperate in such investigation and enforcement;
- (16) Subject to any right of administrative appeal permitted or granted to COACH by the NCAA or SEC, the making or rendition of a finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by COACH of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of COACH which were knowingly and intentionally permitted, encouraged, or condoned by COACH, or about which violations COACH knew or should have known (constructive knowledge), and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this sub-section includes findings or determinations of violations during employment of COACH at any other institution of higher education); or
- (17) Failing to report promptly to the Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which COACH has actual knowledge.

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

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

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

- (1) LSU shall have the right to terminate this Agreement without cause upon written notice to COACH. In such event, LSU will pay COACH liquidated damages, in lieu of any and all other legal remedies or equitable relief as detailed below. In the event of termination by LSU without cause, COACH's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to COACH for any sums or damages other than the



liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

- (2) Liquidated damages under this Section 12.B will be the Base Salary per year for the remaining term of this Agreement, including any extended term. A partial year shall be pro-rated.
- (3) Liquidated damages under this Section 12.B will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the term of this Agreement, including any extended term.
- (4) In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section 12.B shall be reduced and extinguished by and to the extent of any compensation COACH earns, receives, or is entitled to receive from the termination date until LSU's obligation pursuant to this Section 12.B to COACH terminates or ceases to exist. COACH shall exercise due diligence and good faith in seeking other athletically-related employment. In the event COACH obtains such other employment, COACH will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by COACH and the amount of offset due to LSU.
- (5) The parties have bargained for this liquidated damages provision, giving consideration to the following. This is a contract for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause COACH to lose the salary, supplemental

compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages to be suffered by COACH in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that all liquidated damages herein are not in any way a penalty.

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

- (1) COACH shall have the right to terminate this Agreement without cause upon thirty days written notice to LSU. In the event COACH terminates this Agreement without cause, COACH will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by COACH without cause, COACH's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which shall be no later than thirty days after the written notice is provided to LSU (unless otherwise mutually agreed by LSU and COACH), and LSU shall not thereafter be liable to COACH for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date.
- (2) Liquidated damages under this Section 12.C will be 15% of the Base Salary per year for the remaining term of this Agreement, including any extended term. COACH shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.

- (3) Liquidated damages under this Section 12.C may be waived, in the sole discretion of the President, if COACH is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, COACH's length of service with LSU, whether COACH is taking another athletically-related job, the impact the timing of COACH's notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), COACH's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for COACH, and the impact requiring the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.
- (4) The parties have bargained for this liquidated damages provision, giving consideration to the following. This is a contract for personal services. The parties recognize that termination of this Agreement by COACH prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement head coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
- (5) Unless notice of termination under this Section 12 has been given by either party, neither COACH nor COACH's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment with any other institution of higher education, professional athletic team, or other athletically-related

(including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletic Director.

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

- (1) In lieu of termination for cause, and apart from any rights it may have under Section 12.A, LSU may impose disciplinary sanctions less severe than termination upon COACH, up to and including suspension or leave without pay for a period no longer than ninety (90) days for any act or omission which would be grounds for termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously.
- (2) LSU may suspend COACH for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether COACH has violated any laws or Governing Athletics Regulations. During such suspension, COACH shall receive only the Base Salary, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of COACH, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to COACH the benefits and other compensation herein otherwise payable to COACH during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this sub-section shall not limit any rights of LSU to terminate COACH for cause.

- (3) COACH shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
- E. **Termination by Death or Disability.** In the event of the death of COACH or the inability of COACH to perform the obligations described in this Agreement by reason of illness or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than one hundred twenty (120) days, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.
- F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither COACH nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of

perquisites, loss of fees from speaking, camps or other outside activity, or expectation income, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or COACH of information or documents required by law. COACH acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, COACH shall have no right to occupy the position of head coach of Team and that COACH's sole remedies are provided herein and shall not extend to injunctive relief. COACH further acknowledges and agrees that COACH is not eligible for will not be considered for or granted tenure by LSU.

13. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to COACH by LSU or developed by COACH on behalf of or at the expense of LSU or otherwise in connection with the employment of COACH are and shall remain the sole and confidential property of LSU. Within ten (10) days of the expiration or termination of this Agreement, COACH shall cause any such materials in COACH's possession or control to be delivered to LSU. At the same time, COACH shall return to LSU all credit cards, keys, computers, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of COACH.

14. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
15. **Entire Contract.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of COACH by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the agreement
16. **Amendments to Contract.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by COACH, such approval and acceptance to be acknowledged in writing.
17. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
18. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.

19. **Sovereign Immunity Not Waived.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
20. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.
21. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.



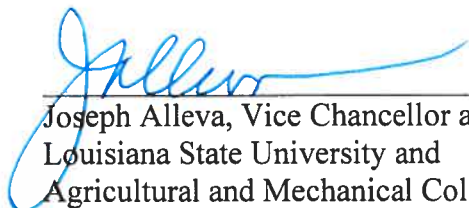
THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year first above written.

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

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

 7/10/17  
Karen M. Bahnsen      Date

RECOMMENDED:

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

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

### Schedule A – Supplemental Terms for Karen M. Bahnsen

This Schedule A supplements and further defines the provisions of the Employment Agreement dated July 1, 2017 entered into between LSU and Karen M. Bahnsen to which it is attached (the “Agreement”). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

1. Subject to the terms and conditions set forth in section 7.A of the Agreement, EMPLOYEE shall receive Post-Season Incentive Compensation in the amounts, based on attaining the goals, as outlined in the most recent Additional Compensation Policy for Post-Season Athletics approved by LSU at the time the additional compensation is attained.
2. All other provisions of the Agreement remain unchanged by this Schedule A.

*Approved:*

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

By:   
 Karen M. Bahnsen



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

		<i>Current</i>	<i>Proposed</i>	<i>Change</i>	<i>% Notes</i>
<i>Basic</i>	Term Ends	6/30/2019	6/30/2019	no change	a
	Base Salary	\$ 215,000	\$ 250,000	\$ 35,000	16% a
	Supplemental Comp.	\$ 25,000	\$ 25,000	\$ -	0% a
<i>Incentive</i>	Post-Season (max)	\$ 110,000	\$ 135,000	\$ 25,000	23% b
	Academic (max)	\$ 10,000	\$ 10,000	\$ -	0%
<i>Benefits</i>	Automobile	\$ 12,000	\$ 12,000	\$ -	0%
	Club Membership	Yes	Yes		
	Other				
<b>Total Certain Compensation</b>		<b>\$ 240,000</b>	<b>\$ 275,000</b>	<b>\$ 35,000</b>	<b>15% d</b>

### Notes

(a) Coach Breaux's contract includes a salary increase. Automobile payment is up to \$1,000/month.

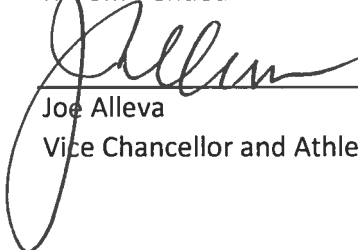
(b) Post Season compensation was adjusted to include the SEC Regular Season Championship which the SEC voted to recognize starting with the 2017 season.

(c) Not applicable

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

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

Recommended

  
\_\_\_\_\_  
Joe Alleva  
Vice Chancellor and Athletic Director

Reviewed, No Objections

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

\_\_\_\_\_  
Tom Skinner, LSU General Counsel

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**AMENDMENT TO EMPLOYMENT AGREEMENT**

The Employment Agreement between THE BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (LSU) and Sara “DD” Breaux (Employee), dated the 1<sup>st</sup> day of July, 2016, and is hereby amended as of the 1<sup>st</sup> day of July, 2017, as follows:

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
  - A. “LSU”: The campus of LSU which is located in Baton Rouge, Louisiana.
  - B. “President”: The President of LSU.
  - C. “Athletic Director”: The Director of Athletics at LSU.
  - D. “Base Salary Amount”: The annual sum of Two Hundred Fifty Thousand Dollars (\$250,000).
  - E. “Start Date”: July 1, 2017.
  - F. “End Date”: June 30, 2019.
  - G. “Program”: The intercollegiate Women’s Gymnastics program at LSU A&M.
  - H. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Employment.** [No Change]
3. **Duties and Responsibilities.** [No Change]
4. **Term.** [No Change]
5. **Base Salary.** [No Change]

6. **Supplemental Compensation.** [No Change]
7. **Incentive Compensation.** [No Change]
8. **Retirement and Fringe Benefits.** [No Change]
9. **Additional Revenue.** [No Change]
10. **Sports Camps.** [No Change]
11. **Assignment and Retirement Benefits.** [No Change]
12. **Termination.** [No Change]
13. **Retention and Return of all Materials, Records, and Other Items.** [No Change]
14. **Non-Assignment.** [No Change]
15. **Entire Contract.** [No Change]
16. **Amendments to Contract.** [No Change]
17. **Severability.** [No Change]
18. **No Waiver of Default.** [No Change]
19. **Sovereign Immunity Not Waived.** [No Change]
20. **"Force Majeure" Clause.** [No Change]
21. **Governing Law and Venue.** [No Change]

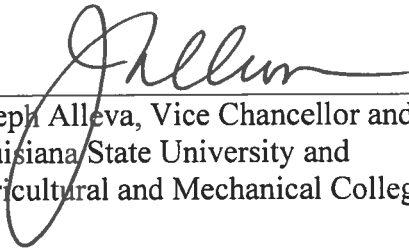
THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year first above written.

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

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

  
Sara "DD" Breaux      Date

RECOMMENDED:

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

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

### Schedule A – Supplemental Terms for Sara “DD” Breaux

This Schedule A supplements and further defines the provisions of the Amendment to Employment Agreement dated July 1, 2017 entered into between LSU and Sara “DD” Breaux to which it is attached (the “Agreement”). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

1. Subject to the terms and conditions set forth in section 7.A of the Agreement, EMPLOYEE shall receive Post-Season Incentive Compensation in the amounts, based on attaining the goals, shown below. The maximum amount of Post-Season Incentive Compensation for achievements a) through e) shall be \$85,000 per contract year:

a)	SEC Meet Champion	\$ 25,000
b)	SEC Regular Season Champion (Starting 2017 Season)	\$ 25,000
c)	NCAA Selection	\$ 5,000
d)	NCAA Top 12 Competition	\$ 10,000
e)	NCAA Super 6 Competition	\$ 20,000

and the following based on highest achievement at NCAA (maximum amount \$25,000):

f)	NCAA Third Place Finish	\$ 10,000
g)	NCAA Second Place Finish	\$ 15,000
h)	NCAA National Champion	\$ 25,000

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

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

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

*Approved:*

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

By:   
 Sara “DD” Breaux



## Summary of Athletic Coaching Contract Andres "Andy" Brandi, Co-Head Coach Men's Tennis

		<i>Current</i>	<i>Proposed</i>	<i>Change</i>	<i>%</i>	<i>Notes</i>
<i>Basic</i>	Term Ends	N/A	<b>6/30/2020</b>	3 years		a
	Base Salary	\$ 110,000	\$ <b>170,000</b>	\$ 60,000	55%	a
	Supplemental Comp.	\$ 5,000	\$ <b>5,000</b>	\$ -		
<i>Incentive</i>	Post-Season (max)	\$ 26,400	\$ <b>40,800</b>	\$ 14,400		55% b
	Academic (max)	\$ 5,000	\$ <b>5,000</b>	\$ -		
<i>Benefits</i>	Automobile	\$ 12,000	\$ <b>12,000</b>	\$ -		a
	Other					c
<b>Total Certain Compensation</b>		<b>\$ 120,000</b>	<b>\$ 180,000</b>	<b>\$ 60,000</b>	<b>50%</b>	<b>d</b>

## Notes

(a) **Coach Brandi is a new hire.** The amounts in the "Current" column represent former Head Coach Jeff Brown's contract terms. Coach Brandi's contract is for a term of 3 years. Automobile payment is up to \$1,000/month.

(b) Post-season incentive is based on Board Policy which allows up to 24% of base salary for team SEC and NCAA performance.

(c) Not applicable

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

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

Recommended

  
\_\_\_\_\_  
Joe Alleva  
Vice Chancellor and Athletic Director

Reviewed, No Objections

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

\_\_\_\_\_  
Tom Skinner, LSU General Counsel



STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of this 26<sup>th</sup> day of June 2017, by and between BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by F. King Alexander, its duly authorized President, and Andres “Andy” V. Brandi (“COACH”):

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

- A. “LSU”: The campus of LSU which is located in Baton Rouge, Louisiana.
- B. “President”: The President of LSU.
- C. “Athletic Director”: The Director of Athletics at LSU.
- D. “Base Salary Amount”: The annual sum of One Hundred Seventy Thousand Dollars (\$170,000).
- E. “Start Date”: June 26, 2017.
- F. “End Date”: June 30, 2020.
- G. “Program”: The intercollegiate Men’s Tennis program at LSU A&M.
- H. “Team”: The intercollegiate athletic team which is a part of the Program.

**2. Employment.** LSU does hereby employ COACH as Head Coach of the Team. COACH will report directly to the Athletic Director and through the Athletic Director to the President. COACH will be responsible for the Program at LSU. It is the goal of the parties that COACH will serve in such position throughout the term of this Agreement. It is understood, however, that LSU retains the right to assign COACH to other positions

within LSU with different duties without penalty during the term of this Agreement, provided that COACH will not be assigned to any position which is not consistent with COACH's education and training. COACH hereby agrees to accept such employment and to devote full-time attention to the performance of the duties herein.

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

- A. Administering, managing, and leading the Program in a professionally appropriate and competent manner;
- B. Administering, managing, and leading the Program in an effort to effectively compete in National Collegiate Athletic Association (NCAA) play;
- C. Hiring and managing the assistant coaches and other athletic staff necessary and appropriate to assist COACH in meeting the responsibilities herein;
- D. Directing the Program, including management of staff, budget, and other resources;
- E. Being reasonably knowledgeable, with reasonable assistance of LSU, of: (i) applicable federal and state laws governing intercollegiate athletics; and (ii) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the NCAA, the Southeastern Conference (SEC), LSU, and any other conference or organization of which LSU is or becomes a member during the

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

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

- L. Using reasonable efforts to exercise due care and supervision to provide that all student athletes, assistant coaches, other program staff members, and other individuals under or subject to COACH's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;
  - M. Using reasonable efforts to promote the goal of LSU, that every student athlete obtain a baccalaureate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student athletes and the faculty and administrators of LSU in connection with the academic pursuits of student athletes;
  - N. Performing these duties at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;
  - O. Performing all other reasonable duties customarily performed by head coaches in Team's sport of commensurate rank serving other NCAA member institutions.
4. **Term.** The term (the "Term") of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 11 of this Agreement. This Agreement will automatically be renewed for an additional period of one year effective the day after the End Date and each anniversary thereof unless the Agreement has been terminated pursuant to Section 11 or written notice of non-renewal has been given by either party at least 30 days before the End Date.

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

6. **Supplemental Compensation.**

- A. In addition to the salary described above, COACH each contract year will receive Supplemental Compensation in an amount of Five Thousand and No/100ths dollars (\$5,000.00) for COACH appearing on or participating in, as requested, University sanctioned television, radio and internet programs concerning LSU and the Team. The amount of Supplemental Compensation payable to COACH shall be based on the number of radio, television, and internet programs in which COACH participates or appears and shall be determined by the Athletic Director. Any amount earned by COACH pursuant to this provision shall be considered earned on the date(s) on which COACH appears on or participates in the television, radio, and internet programs and shall be paid within 30 days of the last game played by Team in its season, including any post-season play.
- B. COACH shall not appear without the prior written approval of the President on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. COACH shall not appear in or make any commercial or commercial endorsement without the prior written approval of the President and the Athletic Director. Such approval shall not be unreasonably withheld.

7. **Incentive Compensation.**

- A. **Post-Season Incentive Compensation.** In the event the Team participates in post-season games, LSU agrees to pay COACH Post-Season Incentive Compensation as additional compensation for the extra services required of COACH in the preparation for and participation in post-season play as follows in accordance with LSU's policies and procedures. The additional sum or sums, if payable, shall be considered earned on the date(s) services are provided for each game at which a post-season goal is attained (or, for SEC Regular Season Champion, the date of the last SEC game in Team's sport played by any SEC team during the regular season) and shall be paid within sixty (60) days following the final post-season game in which Team participates. This Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. Post-Season Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the foundation. To be eligible for such compensation, COACH must provide additional services required in the preparation for and participation in post-season play and must be employed by LSU as of the date on which the incentives are earned.
- B. **Academic Incentive Compensation.** In the event the multi-year Academic Performance Rate "APR" [as defined by the NCAA] for the Program is the minimum APR multi-year score established by the NCAA (current minimum score is 930) in any one contract year, LSU agrees to pay COACH additional compensation in the amount of Five Thousand and No/100 dollars (\$5,000) per

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

8. **Retirement and Fringe Benefits.** COACH shall be entitled to participate in the retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts (including state retirement benefits) based only upon the Base Salary Amount and any Post-Season Incentive Compensation. During the term of this Agreement and in accordance with applicable LSU policy and applicable law, COACH will also receive the following benefits, part or all of which may be payable from affiliated foundation funds, subject to approval of LSU and the foundation:

A. Membership(s) in a social club, such as the University Club of Baton Rouge, provided that: (i) monthly dues shall be payable from affiliated foundation funds, subject to approval of such foundation; (ii) business-related (non-personal) expenses incurred in accordance with LSU and foundation policy will be reimbursed from affiliated foundation funds; and (iii) COACH shall be responsible for payment of all personal charges. Club membership(s) is subject to approval by the Athletic Director.

- B. Mobile communications device and service;
- C. COACH will be allowed to invite guest(s) for travel to athletic events on chartered commercial transportation subject to approval by the Athletic Director, not to be unreasonably withheld.
- D. An annual automobile allowance in the amount up to \$1,000 per month or, to the extent consistent with state ethics law, use of courtesy vehicle provided by dealership and related insurance reimbursed from affiliated foundation funds
- E. As part of any third-party apparel and/or equipment related contract with LSU, COACH acknowledges and agrees that TEAM may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by COACH in furtherance of COACH's employment duties and Team-related activities as applicable to COACH's employment with LSU.
- F. Other customary, reasonable and related employee benefits to be provided by foundations affiliated with LSU, as authorized by the President after a review by the LSU System General Counsel and a determination that such benefits are in compliance with LSU policy and the Louisiana Code of Ethics.

**9. Additional Revenue.**

Subject to the limitations imposed by this Section and compliance with applicable laws and Governing Athletics Regulations, if any, and LSU's PM-11, EMPLOYEE may earn or receive other revenue ("Additional Revenue") while employed by LSU, including



sponsoring or working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval from the Athletic Director or President, which approval shall not be unreasonably withheld, before engaging in any commercial or private venture, including the use of EMPLOYEE's name by any commercial, public or private entity. LSU does not guarantee any amount of Additional Revenue.

**10. Sports Camps.** COACH, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may operate or work at sports camps/clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps/clinics. COACH shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or interests in such a camp or clinic to any other person or entity, without the prior written approval of the President.

**11. Assignment and Retirement Benefits.**

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

B. **Retirement Benefits.** Regardless of whether the services are performed directly for LSU or through contract with a separate legal entity, whether such other entity is under the control of COACH or not, sums paid or authorized under Section 6

(Supplemental Compensation, if any), 7.B (Academic Incentive Compensation), 8 (Fringe Benefits), 9 (Additional Revenue), and 10 (Sports Camps) of this Agreement shall not be considered “base pay,” “earned compensation,” or “earnable compensation” as such terms are defined in Louisiana Revised Statutes 11:403 and 11:701, or other applicable Louisiana retirement laws, and shall not be included as compensation for the purpose of computation of retirement benefits. Only the Base Salary Amount and any Post Season Incentive Compensation earned pursuant to Section 7.A shall be considered for the purpose of computation of retirement benefits.

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

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

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

- (1) Committing a material and substantial violation (including repeated secondary violations) of Governing Athletics Regulations, or failing promptly to report any

- such violation by another person to the President and the Associate Athletic Director for Compliance;
- (2) Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after COACH knew or had constructive knowledge that it was about to occur or was occurring, or (ii) COACH failed to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletic Department for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
  - (3) Committing or being convicted of either: (i) any felony; or (ii) any misdemeanor involving gambling, drugs, or alcohol;
  - (4) Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings COACH into substantial public disrepute sufficient to materially impair COACH's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to COACH as a visible representative of LSU;
  - (5) Unreasonably refusing or repeatedly failing to perform any duties imposed upon COACH herein (including, but not limited to, those duties and responsibilities set forth in Section 3 of this Agreement), or failing to perform the same to the best of

COACH's reasonable ability, after written notice to COACH of LSU's reasonable expectation;

- (6) Knowingly committing material or repeated significant violations of any provision of this Agreement, provided said initial violations are not cured within ten (10) days of COACH's receipt of written notice of the same;
- (7) Prolonged absence from LSU without its consent, which will not unreasonably be withheld;
- (8) (i) Intentionally or with reckless disregard for the truth committing fraud in the performance of any duties and responsibilities herein, including, but not limited to, fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or (ii) counseling, instructing, encouraging, or knowingly permitting any other person to commit such fraud;
- (9) (i) Failing to respond reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any other person to fail to so respond;

- (10) (i) Participating in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any student athlete, assistant coach, or other individual under or subject to COACH's control, authority, or supervision to participate in such activity;
- (11) (i) Furnishing any information or data, other than information or data provided to the general public through press conferences, news releases, and the like, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom COACH knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or (ii) counseling, instructing, or encouraging any student athlete, assistant coach, or other individual under COACH's control, authority, or supervision to furnish such information or data;
- (12) Using or consuming alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair COACH's ability to perform the duties herein;
- (13) Selling, purchasing, using, or possessing any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by COACH is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.

- (14) Knowingly encouraging or permitting the sale, purchase, use, or possession by any student athlete, assistant coach, or other individual under COACH's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- (15) (i) Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations; or (ii) counseling, instructing, or encouraging any other person to fail to cooperate in such investigation and enforcement;
- (16) Subject to any right of administrative appeal permitted or granted to COACH by the NCAA or SEC, the making or rendition of a finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by COACH of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of COACH which were knowingly and intentionally permitted, encouraged, or condoned by COACH, or about which violations COACH knew or should have known (constructive knowledge), and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this sub-section includes findings or determinations of violations during employment of COACH at any other institution of higher education); or
- (17) Failing to report promptly to the Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which COACH has actual knowledge.

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

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

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

- (1) LSU shall have the right to terminate this Agreement without cause upon written notice to COACH. In such event, LSU will pay COACH liquidated damages, in lieu of any and all other legal remedies or equitable relief as detailed below. In the event of termination by LSU without cause, COACH's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to COACH for any sums or damages other than the

liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

- (2) Liquidated damages under this Section 12.B will be the Base Salary per year for the remaining term of this Agreement, including any extended term. A partial year shall be pro-rated.
- (3) Liquidated damages under this Section 12.B will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the term of this Agreement, including any extended term.
- (4) In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section 12.B shall be reduced and extinguished by and to the extent of any compensation COACH earns, receives, or is entitled to receive from the termination date until LSU's obligation pursuant to this Section 12.B to COACH terminates or ceases to exist. COACH shall exercise due diligence and good faith in seeking other athletically-related employment. In the event COACH obtains such other employment, COACH will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by COACH and the amount of offset due to LSU.
- (5) The parties have bargained for this liquidated damages provision, giving consideration to the following. This is a contract for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause COACH to lose the salary, supplemental



compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages to be suffered by COACH in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that all liquidated damages herein are not in any way a penalty.

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

- (1) COACH shall have the right to terminate this Agreement without cause upon thirty days written notice to LSU. In the event COACH terminates this Agreement without cause, COACH will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by COACH without cause, COACH's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which shall be no later than thirty days after the written notice is provided to LSU (unless otherwise mutually agreed by LSU and COACH), and LSU shall not thereafter be liable to COACH for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date.
- (2) Liquidated damages under this Section 12.C shall be (i) forty 40% percent of all remaining guaranteed Base Salary and Supplemental Compensation due under the Agreement on the termination date if EMPLOYEE accepts employment in a coaching position with another Southeastern Conference tennis program; or (ii) fifteen (15%) percent of the remaining guaranteed Base Salary and Supplemental Compensation

due under the contract if hired for a coaching position with a tennis program outside of the Southeastern Conference. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term. EMPLOYEE must notify LSU in writing of the payment option he elects on or before the date the first monthly installment would be due. If EMPLOYEE elects the lump sum option, payment in full shall be due on or before sixty (60) days after the termination date. If EMPLOYEE elects to pay in monthly installments, each installment shall be due on or before the last day of each remaining month in the Agreement.

- (3) Liquidated damages under this Section 12.C may be waived, in the sole discretion of the President, if COACH is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, COACH's length of service with LSU, whether COACH is taking another athletically-related job, the impact the timing of COACH's notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), COACH's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for COACH, and the impact requiring the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.
- (4) The parties have bargained for this liquidated damages provision, giving consideration to the following. This is a contract for personal services. The parties

recognize that termination of this Agreement by COACH prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement head coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.

- (5) Unless notice of termination under this Section 12 has been given by either party, neither COACH nor COACH's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletic Director.

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

- (1) In lieu of termination for cause, and apart from any rights it may have under Section 12.A, LSU may impose disciplinary sanctions less severe than termination upon COACH, up to and including suspension or leave without pay for a period no longer than ninety (90) days for any act or omission which would be grounds for termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously.
- (2) LSU may suspend COACH for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether COACH has violated any laws or Governing Athletics Regulations. During such suspension, COACH shall receive only the Base Salary, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this

Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of COACH, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to COACH the benefits and other compensation herein otherwise payable to COACH during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this sub-section shall not limit any rights of LSU to terminate COACH for cause.

- (3) COACH shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.

E. **Termination by Death or Disability.** In the event of the death of COACH or the inability of COACH to perform the obligations described in this Agreement by reason of illness or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than one hundred twenty (120) days, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.

F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole

exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither COACH nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or expectation income, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or COACH of information or documents required by law. COACH acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, COACH shall have no right to occupy the position of head coach of Team and that COACH's sole remedies are provided herein and shall not extend to injunctive relief. COACH further acknowledges and agrees that COACH is not eligible for will not be considered for or granted tenure by LSU.

13. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records,

team information, films, statistics, or any other material or data furnished to COACH by LSU or developed by COACH on behalf of or at the expense of LSU or otherwise in connection with the employment of COACH are and shall remain the sole and confidential property of LSU. Within ten (10) days of the expiration or termination of this Agreement, COACH shall cause any such materials in COACH's possession or control to be delivered to LSU. At the same time, COACH shall return to LSU all credit cards, keys, computers, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of COACH.

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

A. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires COACH to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then COACH's Base Salary shall be reduced by the dollar value of the

annual leave for which COACH is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which COACH's earning of annual leave is calculated to begin, and COACH shall repay to LSU the amount of the reduction. COACH shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by COACH and LSU) from the date on which the COACH is given notice that he will be credited with annual leave pursuant to this Section 14. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, COACH may waive his right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section 14.

- B. COACH will accrue and use sick leave in accordance with LSU policy.
- C. COACH is required to receive authorization from Athletic Director (or the Athletic Director's designee) prior to being absent from COACH's usual duties and responsibilities which authorization shall not be unreasonably withheld.

15. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.

16. **Entire Contract.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of COACH by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or

representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the agreement

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



reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.

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

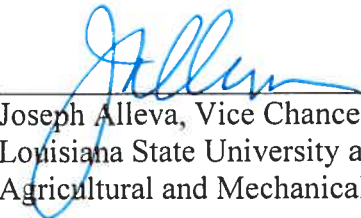
THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year first above written.

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

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

 \_\_\_\_\_  
Andres "Andy" V. Brandi                                      Date  
7/10/17

RECOMMENDED:

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

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

### Schedule A – Supplemental Terms for Andres “Andy” V. Brandi


This Schedule A supplements and further defines the provisions of the Employment Agreement dated June 26, 2017, entered into between LSU and Andres “Andy” V. Brandi to which it is attached (the “Agreement”). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

1. Subject to the terms and conditions set forth in section 7.A of the Agreement, EMPLOYEE shall receive Post-Season Incentive Compensation in the amounts, based on attaining the goals, as outlined in the most recent Additional Compensation Policy for Post-Season Athletics approved by LSU at the time the additional compensation is attained.
2. Section 8 of the Agreement is supplemented to add the following subsections after the end of subsection F:
  - G. One-time reimbursement of household moving expenses in accordance with LSU policy and state law;
  - H. One-time payment of \$10,000 to be used for miscellaneous relocation expenses not reimbursed in accordance with the provisions of subsection D above; and
  - I. Temporary housing at a site chosen by the Athletic Director for a period not to exceed 90 days.

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

*Approved:*

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

By:  \_\_\_\_\_  
 Andres “Andy” V. Brandi



## Summary of Athletic Coaching Contract Christopher Brandi, Co-Head Coach Men's Tennis

		<i>Current</i>	<i>Proposed</i>	<i>Change</i>	<i>%</i>	<i>Notes</i>
<i>Basic</i>	Term Ends	N/A	<b>6/30/2020</b>	3 years		a
	Base Salary	\$ 50,000	\$ <b>110,000</b>	\$ 60,000	120%	a
	Supplemental Comp.		\$ <b>5,000</b>	\$ 5,000		
<i>Incentive</i>	Post-Season (max)	\$ 12,000	\$ <b>26,400</b>	\$ 14,400	120%	b
	Academic (max)		\$ <b>5,000</b>	\$ 5,000		
<i>Benefits</i>	Automobile	\$ 9,600	\$ <b>12,000</b>	\$ 2,400		a
	Other					c
<b>Total Certain Compensation</b>		<b>\$ 50,000</b>	<b>\$ 120,000</b>	<b>\$ 70,000</b>	<b>140%</b>	d

Notes (a) **Coach Brandi is a new hire.** The amounts in the "Current" column represent former Assistant Coach, Martin Stiegwardt's contract terms. Coach Brandi's contract is for a term of 3 years. Automobile payment is up to \$1,000/month.

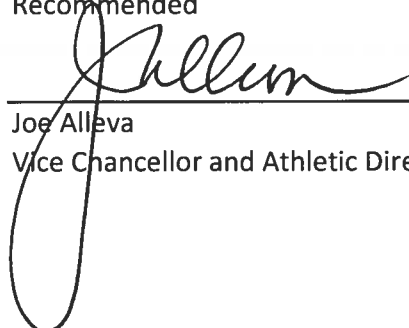
(b) Post-season incentive is based on Board Policy which allows up to 24% of base salary for team SEC and NCAA performance.

(c) Not applicable

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

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

Recommended

  
 \_\_\_\_\_  
 Joe Alleva  
 Vice Chancellor and Athletic Director

Reviewed, No Objections

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

\_\_\_\_\_  
 Tom Skinner, LSU General Counsel

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of this 26<sup>th</sup> day of June 2017, by and between BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by F. King Alexander, its duly authorized President, and Christopher A. Brandi (“COACH”):

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

- A. “LSU”: The campus of LSU which is located in Baton Rouge, Louisiana.
- B. “President”: The President of LSU.
- C. “Athletic Director”: The Director of Athletics at LSU.
- D. “Base Salary Amount”: The annual sum of One Hundred Ten Thousand Dollars (\$110,000).
- E. “Start Date”: June 26, 2017.
- F. “End Date”: June 30, 2020.
- G. “Program”: The intercollegiate Men’s Tennis program at LSU A&M.
- H. “Team”: The intercollegiate athletic team which is a part of the Program.

**2. Employment.** LSU does hereby employ COACH as Head Coach of the Team. COACH will report directly to the Athletic Director and through the Athletic Director to the President. COACH will be responsible for the Program at LSU. It is the goal of the parties that COACH will serve in such position throughout the term of this Agreement. It is understood, however, that LSU retains the right to assign COACH to other positions

within LSU with different duties without penalty during the term of this Agreement, provided that COACH will not be assigned to any position which is not consistent with COACH's education and training. COACH hereby agrees to accept such employment and to devote full-time attention to the performance of the duties herein.

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

- A. Administering, managing, and leading the Program in a professionally appropriate and competent manner;
- B. Administering, managing, and leading the Program in an effort to effectively compete in National Collegiate Athletic Association (NCAA) play;
- C. Hiring and managing the assistant coaches and other athletic staff necessary and appropriate to assist COACH in meeting the responsibilities herein;
- D. Directing the Program, including management of staff, budget, and other resources;
- E. Being reasonably knowledgeable, with reasonable assistance of LSU, of: (i) applicable federal and state laws governing intercollegiate athletics; and (ii) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the NCAA, the Southeastern Conference (SEC), LSU, and any other conference or organization of which LSU is or becomes a member during the

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

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

- L. Using reasonable efforts to exercise due care and supervision to provide that all student athletes, assistant coaches, other program staff members, and other individuals under or subject to COACH's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;
  - M. Using reasonable efforts to promote the goal of LSU, that every student athlete obtain a baccalaureate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student athletes and the faculty and administrators of LSU in connection with the academic pursuits of student athletes;
  - N. Performing these duties at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;
  - O. Performing all other reasonable duties customarily performed by head coaches in Team's sport of commensurate rank serving other NCAA member institutions.
4. **Term.** The term (the "Term") of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 11 of this Agreement. This Agreement will automatically be renewed for an additional period of one year effective the day after the End Date and each anniversary thereof unless the Agreement has been terminated pursuant to Section 11 or written notice of non-renewal has been given by either party at least 30 days before the End Date.



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

6. **Supplemental Compensation.**

- A. In addition to the salary described above, COACH each contract year will receive Supplemental Compensation in an amount of Five Thousand and No/100ths dollars (\$5,000.00) for COACH appearing on or participating in, as requested, University sanctioned television, radio and internet programs concerning LSU and the Team. The amount of Supplemental Compensation payable to COACH shall be based on the number of radio, television, and internet programs in which COACH participates or appears and shall be determined by the Athletic Director. Any amount earned by COACH pursuant to this provision shall be considered earned on the date(s) on which COACH appears on or participates in the television, radio, and internet programs and shall be paid within 30 days of the last game played by Team in its season, including any post-season play.
- B. COACH shall not appear without the prior written approval of the President on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. COACH shall not appear in or make any commercial or commercial endorsement without the prior written approval of the President and the Athletic Director. Such approval shall not be unreasonably withheld.

7. **Incentive Compensation.**

A. **Post-Season Incentive Compensation.** In the event the Team participates in post-season games, LSU agrees to pay COACH Post-Season Incentive Compensation as additional compensation for the extra services required of COACH in the preparation for and participation in post-season play as follows in accordance with LSU's policies and procedures. The additional sum or sums, if payable, shall be considered earned on the date(s) services are provided for each game at which a post-season goal is attained (or, for SEC Regular Season Champion, the date of the last SEC game in Team's sport played by any SEC team during the regular season) and shall be paid within sixty (60) days following the final post-season game in which Team participates. This Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. Post-Season Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the foundation. To be eligible for such compensation, COACH must provide additional services required in the preparation for and participation in post-season play and must be employed by LSU as of the date on which the incentives are earned.

B. **Academic Incentive Compensation.** In the event the multi-year Academic Performance Rate "APR" [as defined by the NCAA] for the Program is the minimum APR multi-year score established by the NCAA (current minimum score is 930) in any one contract year, LSU agrees to pay COACH additional compensation in the amount of Five Thousand and No/100 dollars (\$5,000) per

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

8. **Retirement and Fringe Benefits.** COACH shall be entitled to participate in the retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts (including state retirement benefits) based only upon the Base Salary Amount and any Post-Season Incentive Compensation. During the term of this Agreement and in accordance with applicable LSU policy and applicable law, COACH will also receive the following benefits, part or all of which may be payable from affiliated foundation funds, subject to approval of LSU and the foundation:

A. Membership(s) in a social club, such as the University Club of Baton Rouge, provided that: (i) monthly dues shall be payable from affiliated foundation funds, subject to approval of such foundation; (ii) business-related (non-personal) expenses incurred in accordance with LSU and foundation policy will be reimbursed from affiliated foundation funds; and (iii) COACH shall be responsible for payment of all personal charges. Club membership(s) is subject to approval by the Athletic Director.

- B. Mobile communications device and service;
- C. COACH will be allowed to invite guest(s) for travel to athletic events on chartered commercial transportation subject to approval by the Athletic Director, not to be unreasonably withheld.
- D. An annual automobile allowance in the amount up to \$1,000 per month or, to the extent consistent with state ethics law, use of courtesy vehicle provided by dealership and related insurance reimbursed from affiliated foundation funds
- E. As part of any third-party apparel and/or equipment related contract with LSU, COACH acknowledges and agrees that TEAM may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by COACH in furtherance of COACH's employment duties and Team-related activities as applicable to COACH's employment with LSU.
- F. Other customary, reasonable and related employee benefits to be provided by foundations affiliated with LSU, as authorized by the President after a review by the LSU System General Counsel and a determination that such benefits are in compliance with LSU policy and the Louisiana Code of Ethics.

**9. Additional Revenue.**

Subject to the limitations imposed by this Section and compliance with applicable laws and Governing Athletics Regulations, if any, and LSU's PM-11, EMPLOYEE may earn or receive other revenue ("Additional Revenue") while employed by LSU, including

sponsoring or working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval from the Athletic Director or President, which approval shall not be unreasonably withheld, before engaging in any commercial or private venture, including the use of EMPLOYEE's name by any commercial, public or private entity. LSU does not guarantee any amount of Additional Revenue.

10. **Sports Camps.** COACH, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may operate or work at sports camps/clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps/clinics. COACH shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or interests in such a camp or clinic to any other person or entity, without the prior written approval of the President.

11. **Assignment and Retirement Benefits.**

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

B. **Retirement Benefits.** Regardless of whether the services are performed directly for LSU or through contract with a separate legal entity, whether such other entity is under the control of COACH or not, sums paid or authorized under Section 6

(Supplemental Compensation, if any), 7.B (Academic Incentive Compensation), 8 (Fringe Benefits), 9 (Additional Revenue), and 10 (Sports Camps) of this Agreement shall not be considered “base pay,” “earned compensation,” or “earnable compensation” as such terms are defined in Louisiana Revised Statutes 11:403 and 11:701, or other applicable Louisiana retirement laws, and shall not be included as compensation for the purpose of computation of retirement benefits. Only the Base Salary Amount and any Post Season Incentive Compensation earned pursuant to Section 7.A shall be considered for the purpose of computation of retirement benefits.

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

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

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

- (1) Committing a material and substantial violation (including repeated secondary violations) of Governing Athletics Regulations, or failing promptly to report any

- such violation by another person to the President and the Associate Athletic Director for Compliance;
- (2) Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after COACH knew or had constructive knowledge that it was about to occur or was occurring, or (ii) COACH failed to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletic Department for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
  - (3) Committing or being convicted of either: (i) any felony; or (ii) any misdemeanor involving gambling, drugs, or alcohol;
  - (4) Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings COACH into substantial public disrepute sufficient to materially impair COACH's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to COACH as a visible representative of LSU;
  - (5) Unreasonably refusing or repeatedly failing to perform any duties imposed upon COACH herein (including, but not limited to, those duties and responsibilities set forth in Section 3 of this Agreement), or failing to perform the same to the best of

COACH's reasonable ability, after written notice to COACH of LSU's reasonable expectation;

- (6) Knowingly committing material or repeated significant violations of any provision of this Agreement, provided said initial violations are not cured within ten (10) days of COACH's receipt of written notice of the same;
- (7) Prolonged absence from LSU without its consent, which will not unreasonably be withheld;
- (8) (i) Intentionally or with reckless disregard for the truth committing fraud in the performance of any duties and responsibilities herein, including, but not limited to, fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or (ii) counseling, instructing, encouraging, or knowingly permitting any other person to commit such fraud;
- (9) (i) Failing to respond reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any other person to fail to so respond;



- (10) (i) Participating in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any student athlete, assistant coach, or other individual under or subject to COACH's control, authority, or supervision to participate in such activity;
- (11) (i) Furnishing any information or data, other than information or data provided to the general public through press conferences, news releases, and the like, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom COACH knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or (ii) counseling, instructing, or encouraging any student athlete, assistant coach, or other individual under COACH's control, authority, or supervision to furnish such information or data;
- (12) Using or consuming alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair COACH's ability to perform the duties herein;
- (13) Selling, purchasing, using, or possessing any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by COACH is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.

- (14) Knowingly encouraging or permitting the sale, purchase, use, or possession by any student athlete, assistant coach, or other individual under COACH's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- (15) (i) Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations; or (ii) counseling, instructing, or encouraging any other person to fail to cooperate in such investigation and enforcement;
- (16) Subject to any right of administrative appeal permitted or granted to COACH by the NCAA or SEC, the making or rendition of a finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by COACH of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of COACH which were knowingly and intentionally permitted, encouraged, or condoned by COACH, or about which violations COACH knew or should have known (constructive knowledge), and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this sub-section includes findings or determinations of violations during employment of COACH at any other institution of higher education); or
- (17) Failing to report promptly to the Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which COACH has actual knowledge.

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

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

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

- (1) LSU shall have the right to terminate this Agreement without cause upon written notice to COACH. In such event, LSU will pay COACH liquidated damages, in lieu of any and all other legal remedies or equitable relief as detailed below. In the event of termination by LSU without cause, COACH's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to COACH for any sums or damages other than the

liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

- (2) Liquidated damages under this Section 12.B will be the Base Salary per year for the remaining term of this Agreement, including any extended term. A partial year shall be pro-rated.
- (3) Liquidated damages under this Section 12.B will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the term of this Agreement, including any extended term.
- (4) In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section 12.B shall be reduced and extinguished by and to the extent of any compensation COACH earns, receives, or is entitled to receive from the termination date until LSU's obligation pursuant to this Section 12.B to COACH terminates or ceases to exist. COACH shall exercise due diligence and good faith in seeking other athletically-related employment. In the event COACH obtains such other employment, COACH will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by COACH and the amount of offset due to LSU.
- (5) The parties have bargained for this liquidated damages provision, giving consideration to the following. This is a contract for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause COACH to lose the salary, supplemental

compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages to be suffered by COACH in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that all liquidated damages herein are not in any way a penalty.

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

- (1) COACH shall have the right to terminate this Agreement without cause upon thirty days written notice to LSU. In the event COACH terminates this Agreement without cause, COACH will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by COACH without cause, COACH's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which shall be no later than thirty days after the written notice is provided to LSU (unless otherwise mutually agreed by LSU and COACH), and LSU shall not thereafter be liable to COACH for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date.
- (2) Liquidated damages under this Section 12.C shall be (i) forty 40% percent of all remaining guaranteed Base Salary and Supplemental Compensation due under the Agreement on the termination date if EMPLOYEE accepts employment in a coaching position with another Southeastern Conference tennis program; or (ii) fifteen (15%) percent of the remaining guaranteed Base Salary and Supplemental Compensation

due under the contract if hired for a coaching position with a tennis program outside of the Southeastern Conference. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term. EMPLOYEE must notify LSU in writing of the payment option he elects on or before the date the first monthly installment would be due. If EMPLOYEE elects the lump sum option, payment in full shall be due on or before sixty (60) days after the termination date. If EMPLOYEE elects to pay in monthly installments, each installment shall be due on or before the last day of each remaining month in the Agreement.

- (3) Liquidated damages under this Section 12.C may be waived, in the sole discretion of the President, if COACH is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, COACH's length of service with LSU, whether COACH is taking another athletically-related job, the impact the timing of COACH's notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), COACH's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for COACH, and the impact requiring the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.
- (4) The parties have bargained for this liquidated damages provision, giving consideration to the following. This is a contract for personal services. The parties

recognize that termination of this Agreement by COACH prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement head coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.

- (5) Unless notice of termination under this Section 12 has been given by either party, neither COACH nor COACH's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletic Director.

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

- (1) In lieu of termination for cause, and apart from any rights it may have under Section 12.A, LSU may impose disciplinary sanctions less severe than termination upon COACH, up to and including suspension or leave without pay for a period no longer than ninety (90) days for any act or omission which would be grounds for termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously.
- (2) LSU may suspend COACH for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether COACH has violated any laws or Governing Athletics Regulations. During such suspension, COACH shall receive only the Base Salary, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this

Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of COACH, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to COACH the benefits and other compensation herein otherwise payable to COACH during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this sub-section shall not limit any rights of LSU to terminate COACH for cause.

- (3) COACH shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.

E. **Termination by Death or Disability.** In the event of the death of COACH or the inability of COACH to perform the obligations described in this Agreement by reason of illness or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than one hundred twenty (120) days, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.

F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole



exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither COACH nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or expectation income, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or COACH of information or documents required by law. COACH acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, COACH shall have no right to occupy the position of head coach of Team and that COACH's sole remedies are provided herein and shall not extend to injunctive relief. COACH further acknowledges and agrees that COACH is not eligible for will not be considered for or granted tenure by LSU.

13. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records,

team information, films, statistics, or any other material or data furnished to COACH by LSU or developed by COACH on behalf of or at the expense of LSU or otherwise in connection with the employment of COACH are and shall remain the sole and confidential property of LSU. Within ten (10) days of the expiration or termination of this Agreement, COACH shall cause any such materials in COACH's possession or control to be delivered to LSU. At the same time, COACH shall return to LSU all credit cards, keys, computers, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of COACH.

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

A. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires COACH to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then COACH's Base Salary shall be reduced by the dollar value of the

annual leave for which COACH is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which COACH's earning of annual leave is calculated to begin, and COACH shall repay to LSU the amount of the reduction. COACH shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by COACH and LSU) from the date on which the COACH is given notice that he will be credited with annual leave pursuant to this Section 14. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, COACH may waive his right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section 14.

- B. COACH will accrue and use sick leave in accordance with LSU policy.
- C. COACH is required to receive authorization from Athletic Director (or the Athletic Director's designee) prior to being absent from COACH's usual duties and responsibilities which authorization shall not be unreasonably withheld.

**15. Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.

**16. Entire Contract.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of COACH by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or

representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the agreement

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

reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.

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



### Schedule A – Supplemental Terms for Christopher A. Brandi

This Schedule A supplements and further defines the provisions of the Employment Agreement dated June 26, 2017, entered into between LSU and Christopher A. Brandi to which it is attached (the “Agreement”). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

1. Subject to the terms and conditions set forth in section 7.A of the Agreement, EMPLOYEE shall receive Post-Season Incentive Compensation in the amounts, based on attaining the goals, as outlined in the most recent Additional Compensation Policy for Post-Season Athletics approved by LSU at the time the additional compensation is attained.
2. Section 8 of the Agreement is supplemented to add the following subsections after the end of subsection F:
  - G. One-time reimbursement of household moving expenses in accordance with LSU policy and state law;
  - H. One-time payment of \$10,000 to be used for miscellaneous relocation expenses not reimbursed in accordance with the provisions of subsection D above; and
  - I. Temporary housing at a site chosen by the Athletic Director for a period not to exceed 90 days.

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

*Approved:*

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

By:   
 Christopher A. Brandi



**Request from LSU Shreveport to Approve the Employment Contracts  
with Head Coaches Matthew Cross, Ashley Holland, Phillip Bohn,  
Kyle Blankenship**

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

**Date: September 8, 2017**

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

A.11.b. Appointments and all other personnel actions relating to Head Coaches and Athletic Directors.

**1. Summary of the Matter**

This resolution seeks approval of the employment contracts for Matthew Cross, Head Coach Women’s Basketball; Ashley Holland, Head Coach Women’s Soccer; Phillip Bohn, Head Coach Men’s Soccer; and Kyle Blankenship, Head Coach Men’s Basketball. A summary of the employment terms are as follows:

<u>Coach</u>	<u>Contract Action</u>	<u>Effective Date</u>	<u>Total Certain Compensation<sup>a</sup></u>	
			<u>Current</u>	<u>Proposed</u>
Matthew Cross	New Hire	6/8/2017	N/A	\$55,000
Ashley Holland	New Hire	1/23/2017	N/A	\$37,500
Phillip Bohn	New Hire	1/27/2017	N/A	\$46,000
Kyle Blankenship	Compensation Change	9/1/2016	\$42,500	\$56,000

(a) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any fringe benefits, such as car and cell phone allowances, not any one-time amounts, such as contract buy-outs or relocation allowances.

**2. Review of Business Plan**

Not applicable.

**3. Fiscal Impact**

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

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

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

**ATTACHMENTS**

- I. Employment Offer: Matthew Cross, Head Coach Women’s Basketball
- II. Employment Offer: Ashley Holland, Head Coach Women’s Soccer
- III. Employment Offer: Phillip Bohn, Head Coach Men’s Soccer
- IV. Personnel Change: Kyle Blankenship, Head Coach Men’s Basketball



**RECOMMENDATION:**

Based on the recommendation of the Athletic Director, it is recommended that the Board authorize the President to sign the proposed employment contracts with Matthew Cross, Head Coach Women's Basketball; Ashley Holland, Head Coach Women's Soccer; Phillip Bohn, Head Coach Men's Soccer; and Kyle Blankenship, Head Coach Men's Basketball.

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes Dr. F. King Alexander, President, or his designee, to approve the contracts with Matthew Cross, Head Coach Women's Basketball; Ashley Holland, Head Coach Women's Soccer; Phillip Bohn, Head Coach Men's Soccer; and Kyle Blankenship, Head Coach Men's Basketball as described in this item, and to include in such contracts and amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.



# Head Coach Signature Page

**Candidate Name:** Matthew Cross, LSUS Head Coach Women's Basketball

**Reviewed, No Objections**

\_\_\_\_\_

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

\_\_\_\_\_

Tom Skinner, LSU General Counsel

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

Approved by: \_\_\_\_\_

F. King Alexander, President                      Date  
Louisiana State University and  
Agricultural and Mechanical College



**LOUISIANA STATE UNIVERSITY-SHREVEPORT ATHLETICS**

June 1, 2017

Mr. Matthew Cross  
708 Battle St. West  
Talladega, AL 35160

Dear Mr. Cross:

It is my pleasure to confirm our offer of employment to you as the Head Women's Basketball Coach. In this position, you will report directly to the Director of Athletics. Your start date will be June 8, 2017. This is a full-time, benefits eligible position with an annual salary of \$55,000. This offer letter does not constitute a contract.

*see attached email file*

LSU Shreveport will assist your relocation with a one-time payment of \$2000. This will be considered taxable income. Approved relocation expenses are the cost of a moving truck, hotel expense incurred during the move, per diem meal expenses and packing services if you choose to use a packing service. Documentation of eligible expenses must be provided to Accounting Services for reimbursement. Relocation expenses shall be repaid to LSU Shreveport in the event that you do not fulfill one year of service through your choice.

This offer is contingent on successful completion of a background check and dependent on campus administration and LSU Administration approval. If you accept this offer, please sign, date, and return one copy of this letter. Please include your social security number. An official transcript of your highest held degree must be on file in the Office of Human Resources before you begin work.

Please note that proof of dependency will be required for any dependents you wish to cover on the health insurance within 30 days of commencement of employment.

Sincerely,

Lucas Morgan  
Director of Athletics

APPROVALS:

Lawrence Clark  
Chancellor

Barbie Cannon  
Vice Chancellor for Business Affairs

Bill Wolfe  
Affirmative Action Officer

I accept the offer as stated above. My current retirement status is:

- Not a member of any State of Louisiana retirement system
- Active with \_\_\_\_\_ System
- Retired with \_\_\_\_\_ System

Signature

6/5/17

Date

\_\_\_\_\_

Social Security Number

*PHWS ID: mcross*

*LSU ID:*

*84-48-275*

Health & Physical Education  
Room 104  
One University Place  
Shreveport, LA 71115-2399

Telephone  
318.797.5194

Fax  
318.798.4179

www.lsusathletics.com

A Member of the LSU System



# Head Coach Signature Page

**Candidate Name:** Ashley Holland, LSUS Head Coach Women's Soccer

**Reviewed, No Objections**

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

\_\_\_\_\_  
Tom Skinner, LSU General Counsel

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

Approved by: \_\_\_\_\_

F. King Alexander, President                      Date  
Louisiana State University and  
Agricultural and Mechanical College



LOUISIANA STATE UNIVERSITY-SHREVEPORT ATHLETICS

December 19, 2016

Ms. Ashley Holland  
 1023 N. 4<sup>th</sup> St.  
 Atchison, KS 66002

Dear Ms. Holland:

It is my pleasure to confirm our offer of employment to you as the Head Women's Soccer Coach in this position, you will report directly to the Director of Athletics. Your start date will be January 23, 2017. This is a full-time, benefits eligible position with an annual salary of \$37,500. This offer letter does not constitute a contract.

LSU Shreveport will reimburse your relocation expenses up to \$2,500. Approved relocation expenses are the cost of a moving truck, hotel expense incurred during the move, per diem meal expenses and packing services if you choose to use a packing service. Documentation of eligible expenses must be provided to Accounting Services for reimbursement. Relocation expenses shall be repaid to LSU Shreveport in the event that you do not fulfill one year of service through your choice.


This offer is contingent on successful completion of a background check and dependent on campus administration and LSU Administration approval. If you accept this offer, please sign, date, and return one copy of this letter. Please include your social security number. An official transcript of your highest field degree must be on file in the Office of Human Resources before you begin work.


Please note that proof of dependency will be required for any dependents you wish to cover on the health insurance within 30 days of commencement of employment.

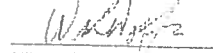
#AnchorUp,

  
 Lucas McGee  
 Director of Athletics

APPROVALS:

  
 Lawrence Clark  
 Chancellor

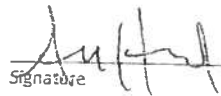
  
 Michael Ferrel  
 Vice Chancellor for Business Affairs

  
 Bill Wolfe  
 Affirmative Action Officer

Health & Physical Education  
 Room 104  
 One University Place  
 Shreveport, LA 71115-2399  
 Telephone  
 318.797.5194  
 Fax  
 318.793.4179  
 www.lsuathletics.com  
 A Member of the LSU System

I accept the offer as stated above. My current retirement status is:

Not a member of any State of Louisiana retirement system  
 Active with \_\_\_\_\_ System  
 Retired with \_\_\_\_\_ System

 12/21/16 3897  
 Signature Date Social Security Number



# Head Coach Signature Page

**Candidate Name:** Phillip Bohn, LSUS Head Coach Men's Soccer

**Reviewed, No Objections**

\_\_\_\_\_

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

Tom Skinner, LSU General Counsel

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

Approved by: \_\_\_\_\_

F. King Alexander, President                      Date  
Louisiana State University and  
Agricultural and Mechanical College



LOUISIANA STATE UNIVERSITY-SHREVEPORT ATHLETICS

January 10, 2017

Mr. Phillip Bohn  
1937 Highland Ave.  
Salina, KS 67401

Dear Mr. Bohn:

It is my pleasure to confirm our offer of employment to you as the Head Men's Soccer Coach. In this position, you will report directly to the Director of Athletics. Your start date will be January 27, 2017. This is a full-time, benefits eligible position with an annual salary of \$46,000. This offer letter does not constitute a contract.

LSU Shreveport will reimburse your relocation expenses up to \$1,500. Approved relocation expenses are the cost of a moving truck, hotel expense incurred during the move, per diem meal expenses and packing services if you choose to use a packing service. Documentation of eligible expenses must be provided to Accounting Services for reimbursement. Relocation expenses shall be repaid to LSU Shreveport in the event that you do not fulfill one year of service through your choice.

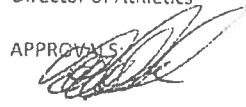
This offer is contingent on successful completion of a background check and dependent on campus administration and LSU Administration approval. If you accept this offer, please sign, date, and return one copy of this letter. Please include your social security number. An official transcript of your highest held degree must be on file in the Office of Human Resources before you begin work.

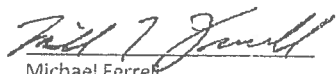
Please note that proof of dependency will be required for any dependents you wish to cover on the health insurance within 30 days of commencement of employment.

#AnchorUp,

  
Lucas Morgan  
Director of Athletics

APPROVALS:

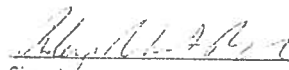
  
Lawrence Clark  
Chancellor

  
Michael Ferrell  
Vice Chancellor for Business Affairs

  
Bill Wolfe  
Affirmative Action Officer

I accept the offer as stated above. My current retirement status is:

- Not a member of any State of Louisiana retirement system
- Active with \_\_\_\_\_ System
- Retired with \_\_\_\_\_ System

 1/11/17 4499  
Signature Date Social Security Number

Health & Physical Education  
Room 104  
One University Place  
Shreveport, LA 71115-2399  
  
Telephone  
318.797.5194  
  
Fax  
318.798.4179  
  
www.lsusathletics.com  
  
A Member of the LSU System



# Head Coach Signature Page

**Candidate Name:** Kyle Blankenship, LSUS Head Coach Men's Basketball

**Reviewed, No Objections**

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

\_\_\_\_\_  
Tom Skinner, LSU General Counsel

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

Approved by: \_\_\_\_\_

F. King Alexander, President                      Date  
Louisiana State University and  
Agricultural and Mechanical College







## TALLADEGA COLLEGE

August 10, 2016

Kyle Blankenship  
9411 Shartel Dr.  
Shreveport, LA 71118

Coach Blankenship:

It is my pleasure to confirm our offer to you for the position of Associate Head Men's Basketball Coach at Talladega College. Your experience and success at the NAIA Division 1 level is something that I believe will help us take the next step here at Talladega in our quest to win a National Championship.

As the Associate Head Coach, you will report directly to me as your supervisor. You will assist me with the day-to-day operations of the men's basketball program, while also serving as the Strength and Conditioning Coach for our athletes. In addition, we plan to utilize you and your educational background in order to assist us with our marketing and fundraising efforts. We believe that you will be a tremendous asset in this area given your prior experience, and we are extremely excited to see what you will bring to the table as we try to promote and expand our athletics department.

As discussed, your salary will be \$56,000 annually, plus benefits afforded full-time employees at Talladega College. Upon acceptance of this offer, your official start date will be September 6, 2016.

By signing below, you agree to the terms of this offer, and your employment will be contingent on successful completion of a background check and the approval of the Talladega College Board of Trustees.

I look forward to the possibility of working with you again, and I am confident that we will accomplish great things in the future of Talladega Tornado basketball!

Sincerely,

Matt Cross  
Head Coach  
Talladega College

I agree to the terms and accept this offer of employment:

Name	Signature	Date
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