
LSU BOARD OF SUPERVISORS MEETING

*Brumfield Caffey Ballroom, LSU Alexandria
8100 Hwy 71 South, Alexandria, LA 71302
Friday, June 18, 2021 | Time: 12:00 p.m. CST*

- I. Call to Order and Roll Call
- II. Invocation and Pledge of Allegiance
- III. Oath of Office for Monica Aguilera
- IV. Public Comment
- V. Committees
 - A. Academic & Research Committee
 1. Request from LSU A&M for a Letter of Intent for a Master of Science in Architecture
 2. Request from LSU Health Sciences Center - Shreveport for a Letter of Intent for a PhD in Pathology and Translational Pathobiology
 3. Request from LSU A&M to Establish an Undergraduate Certificate in Childcare Administration
 4. Request from LSU A&M to Name the Mr. and Mrs. John W. Hawie Family Recognition Wall
 5. Request from LSU A&M to Name the Clark and Laura Boyce Gallery
 6. Request from LSU A&M to Name the Edward J. Walters, Jr. Room
 7. Consideration of Faculty Council Resolution on COVID Safety Measures at LSU A&M
 8. Consent Agenda
 - a. Request from LSU A&M to Terminate the Graduate Certificate in Early Childhood Education
 - b. Request from LSU A&M to Change the Degree Designation of the BS in Computer Science
 - c. Request from LSU A&M to Renew the Namings of the Chevron Workforce Development Center, the BASF Recruitment Center Lobby, and the Campus Federal Financial Literacy Lab within the Olinde Career Center
 - d. Request from LSU A&M to Renew the Naming of the Shell Tutorial Center
 - B. Finance Committee
 1. Request to Approve the FY 2021 Supplemental Appropriation and FY 2022 Appropriations
 2. Request from LSU Health Sciences Center Shreveport to Approve the FY 2022 Expenditure of Carroll W. Feist Legacy Funds for the Feist Weiller Cancer Center and to Make a Determination of Acceptable University Purpose
 3. Request from LSU Alexandria to Approve a Cooperative Endeavor Agreement with Acadian Aviation Pilot Training Centre to Offer Flight Training in

The Board or its Committees may enter into Executive Session in accordance with the provisions of LA R.S. 42:17

Conjunction with the Newly Development Professional Aviation Degree Program

4. Request from LSU Alexandria to Approve a Tuition Exemption Process for Large Group Enrollments for Exclusively Online Degrees at LSU Alexandria Through LSU Online Only
 5. Report on Pharmacy Benefit Manager of the LSU First Plan
- C. Property & Facilities Committee
1. Request from LSU A&M to Approve an Act 959 Project to Replace the Roof of the LSU Student Union Building
 2. Request from LSU Health Sciences Center – New Orleans to Approve Execution of a Cooperative Endeavor Agreement between the LSU Health Foundation and the LSU Board of Supervisors for the Adaptive Reuse of the Stanislaus Dorm as a Nursing Home Facility
 3. Request from LSU A&M for Authorization to Negotiate and Enter into a Property Lease with Alpha Tau Omega
 4. Request from LSU A&M to Approve a Consent to Mortgage for Sigma Chi Fraternity
 5. Request from LSU A&M to Authorize a Sub-Lease between Pi Kappa Phi and Theta Chi
- D. Healthcare & Medical Education Committee
1. Presentation Regarding a Bond Offering for the Ochsner/LSU Health Shreveport Health System of North Louisiana
- E. Athletics Committee
1. Request from LSU Alexandria to Approve the Employment Contract with Steven Adams, Baseball Head Coach
 2. Request from LSU Alexandria to Approve the Employment Contract with Robert Austin, Women’s Basketball Head Coach
 3. Request from LSU Alexandria to Approve the Employment Contract with Adam Burch, Softball Head Coach
 4. Request from LSU Alexandria to Renew the Employment Contract with Larry Cordaro, Men’s Basketball Head Coach
 5. Request from LSU Alexandria to Approve the Employment Contract with Melinda Descant, Head Coach of Women’s Tennis at LSUA
 6. Request from LSU Alexandria to Approve the Employment Contract with Michael Poropat, Men’s Soccer Head Coach
 7. Request from LSU Shreveport to Amend Contract with Lucas Morgan, Director of Athletics
 8. Request for of Approval of a Policy on Student-Athlete Name, Image and Likeness (NIL)
 9. Request from LSU A&M to Approve Term Sheet for Associate Head Coach for Women’s Basketball

The Board or its Committees may enter into Executive Session in accordance with the provisions of LA R.S. 42:17

- 10. Request from LSU A&M to Approve Term Sheet for Assistant Football Coach
- 11. Resolution Honoring the LSU Eunice Bengals Baseball Team on Winning the National Championship
- 12. Resolution Honoring the LSU Track & Field Team on Winning the National Championship
- F. Audit Committee
 - The Audit Committee will meet at 11:00 a.m. in the Live Oak Conference Room.*
 - 1. FY 2022 Audit Plan
 - 2. 2021 3rd Quarter Audit Summary
- G. Special Committee on Title IX and Compliance
 - 1. Progress Report on the LSU Title IX Action Plan
- VI. Reconvene Board Meeting
- VII. Approval of Meeting Minutes
 - A. Meeting Minutes of the April 10, 2021 Board Meeting
 - B. Meeting Minutes of the May 6, 2021 Board Meeting
- VIII. Approval of Personnel Actions
 - The Board or its Committees may enter into Executive Session in accordance with the provisions of LA R.S. 42:17*
 - A. Approval of Contract for William F. Tate, LSU President
 - B. Approval of President Emeritus Status for Thomas C. Galligan
 - C. Request to Approval Personnel Arrangement at LSU Health Science Center Shreveport
- IX. Reports to the Board
 - A. LSU FY 2020-2021 Quarterly Investment Report for Quarter Ending March 31, 2021
 - B. Q3 Informational Board Report
- X. Notices to Amend Board Bylaws
 - A. Notice to Amend Bylaws Related to the Authority of the Board and Delegations
 - B. Notice to Amend Bylaws Related to Authorities, Committees, and Other Matters
- XI. Reports from Council of Staff Advisors and Council of Faculty Advisors
- XII. President's Report
- XIII. Approval of Committee Reports
- XIV. Chair's Report
- XV. Adjournment

The Board or its Committees may enter into Executive Session in accordance with the provisions of LA R.S. 42:17

AUDIT COMMITTEE MEETING
Live Oak Conference Room, LSU Alexandria
8100 Hwy 71 South, Alexandria, LA 71302
Friday, June 18, 2021 | Time: 11:00 a.m. CST

1. FY 2022 Audit Plan
2. 2021 3rd Quarter Audit Summary



Board of Supervisors

ACADEMIC & RESEARCH COMMITTEE

BOARD OF SUPERVISORS MEETING | JUNE 18, 2021



Board of Supervisors

Request from LSU A&M for a Letter of Intent for a Master of Science in Architecture

Date: June 18, 2021

1. Bylaw Citation

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

- I. Any new academic degree program

2. Summary of Matter

LSU A&M is requesting approval of a Letter of Intent for a Master of Sciences in Architecture. LSU's School of Architecture proposes to develop a research-based Master of Science degree in Architecture (MS Arch) that will provide opportunities for students from Louisiana, the US and abroad to pursue advanced research on the disciplinary and interdisciplinary questions, knowledge, and methods of architecture in relation to contemporary cultural conditions, discourses, and societal and environmental challenges. The MS degree will utilize existing resources in the College of Art & Design, including courses from the Master of Architecture (MArch) – the professional degree - and Doctor of Design (DDes) in Cultural Preservation programs, to advance student research and training that will prepare students for entry into doctoral programs and careers in academia, research-intensive professional practice, and public policy and administration. The MS is intended to serve students and returning professionals with degrees in architecture (BA, BS, BArch or MArch), as well as in allied fields such as landscape architecture, interior design, engineering, urbanism, urban design and planning, who wish to expand their professional capabilities into courses of research.

The MS extends the growing trend of schools of architecture to offer advanced, research-based training to students beyond professionally oriented degrees, capitalizing on institutional research expertise and resources to develop knowledge in all areas of the field to further application in teaching and professional practice. The MS will combine graduate-level study in architectural topics with faculty guided advanced studies in one of five areas of concentration: architectural history and theory, building technology and digital fabrication, urbanism, material culture, and resilient design and sustainability. The proposed program will be 36 credit hours, encompassing four, full-time semesters, and will be offered on-campus.

Over the past twenty years, the National Architectural Accrediting Board (NAAB) has prioritized the Master of Architecture degree as the first professional degree over the traditional Bachelor of Architecture in accrediting new academic programs. The MArch had historically been the terminal, post-professional research-based degree that prepared students for teaching careers. As the MArch became professionalized, advanced research was generally removed from graduate curricula. Paralleling this shift, the number and scope of post-professional Master of Science, Master of Arts, Doctor of Philosophy and Doctor of Design degree programs have grown to offer opportunities for advanced research in architecture that are typically unavailable in professional programs.

Relatively few of LSU peer institutions in the Southeast and Texas offer the research-based, post-professional graduate program proposed by the School of Architecture. These institutions are all public, and include the University of Florida, Texas Tech University, Texas A&M University, University of Texas Austin, and Southeast-adjacent University of Oklahoma, Kansas State University and the University of Kansas. Other than Tulane, there are no institutions in Louisiana offering a post-professional graduate degree in Architecture of any kind.

3. Review of Business Plan

The program will reside in the School of Architecture within the College of Art & Design. The School currently offers the Bachelor and Master of Architecture. The MS in Architecture degree is expected to attract students in Louisiana, the Southeast region, the US as a whole, as well as international students interested in pursuing advanced architectural research. The three public architecture schools in Louisiana – LSU, UL Lafayette, and Louisiana Tech – will be a major source of potential students. Students are expected to enter directly from previous academic programs, as well as to return from professional careers. It is anticipated that graduates may intend to continue on to doctoral programs such as the College’s Doctor of Design in Cultural Preservation, careers in architectural education, research-and development-intensive professional practice, and/or public policy and administration. The expected, initial cohort for the program is 3-5 students for the first year of the program, increasing to 6-10 students per year in three years.

4. Fiscal Impact

No major costs will be incurred for the proposed MS program. The program will utilize existing courses in the School of Architecture, College of Art and Design, and other University units within current teaching load levels. No new faculty appointments will be required. Faculty service as Coordinator, major professors and committee members will be included within current load assignments. If the need arises, the School will pay additional personnel costs. Two Graduate Assistants will be added, increasing to four in Years 2 to 4. No new costs will be incurred for equipment, software or facilities. The program will utilize existing equipment, laboratories, and teaching and administration spaces which are currently available within the School, College and University. The revenue from the projected enrollments, even with a small cohort, exceeds the expenditures for the first four years.

5. Description of Competitive Process

Not Applicable

6. Review of Legal Documents

Not Applicable

7. Parties of Interest

Not Applicable

8. Related Transactions

Not Applicable

9. Conflicts of Interest

Not Applicable

10. Attachments

Not Applicable

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M for a Letter of Intent for the Master of Science in Architecture.



Board of Supervisors

Request from LSU Health Sciences Center - Shreveport for a Letter of Intent for a PhD in Pathology and Translational Pathobiology

Date: June 18, 2021

1. Bylaw Citation

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

- I. Any new academic degree program

2. Summary of Matter

LSU Health Sciences Center – Shreveport (LSUHSC-S) is requesting approval of a Letter of Intent for a PhD in Pathology and Translational Pathobiology. Although Pathology is generally viewed as a medical discipline, individuals with PhDs in Pathology utilize a background in cell and molecular biology coupled with advanced training in disease processes to make critical advancements in the diagnosis and treatment of human disease. Therefore, the increasing focus of biomedical research on translational research programs with implications in the treatment of human disease makes PhD training in Pathology highly valuable to the research community. Students in Pathology and Translational Pathobiology graduate program will gain a thorough understanding of disease processes and advanced training in cell and animal models of disease. Graduates will be highly sought after by employers in industry, government, research, and academia.

At present, the LSU system does not have any active graduate programs in Pathology associated with academic medical education. The Pathology graduate program at the LSU Health Sciences Center in New Orleans recently shut down, and the Pathobiology graduate program at LSU Baton Rouge is associated with the School of Veterinary Medicine. The School of Medicine at Tulane University currently has a small PhD program, with 9 PhD students focused entirely on cancer and immunology research. Therefore, the LSUHSC-S Pathology and Translational Pathobiology graduate program will enhance graduate training at LSUHSC-S by providing a novel course of study in line with national funding trends for translational biomedical research that is not currently available within the LSU system. The current focus on cardiovascular research within the Department of Pathology and Translational Pathobiology will provide graduate training not currently available within the State of Louisiana and in line with the recently NIH-funded T32 training program in cardiovascular pathophysiology.

Research in medical school pathology departments provide a unique opportunity for translating research findings from animal models to human patients due to the proximity of clinical collaborators and the availability of biological specimens for research. In 2020, the National Institute of Health awarded over \$700 million in research grants for Pathology research, the sixth highest ranking for any department. The Department of Pathology at LSU Health Shreveport receives \$4.4 million in annual funding (#43 in the country), ranking only behind the Tulane Department of Pathology (\$4.9 million, #42) in the state of Louisiana. While funding rankings alone suggest the capability of the department to develop a Pathology and Translational Pathobiology graduate program, the LSUHSC-S Department of Pathology and Translational Pathology will serve as an extraordinarily favorable environment for graduate training. The

department houses the Center of Biomedical Research Excellence (CoBRE) for Redox Biology and Cardiovascular Disease, which provides additional core resources and educational opportunities for the local biomedical research community. The Department of Pathology and Translational Pathobiology is involved with two of the major research centers on campus: the Center for Cardiovascular Diseases and Sciences and the Feist-Weiller Cancer Center. Through the continued association with these centers, trainees in our graduate programs will have the opportunity to apply for intramural Predoctoral fellowships to support their training.

3. Review of Business Plan

The proposed graduate program in Pathology and Translational Pathobiology will utilize existing resources and expertise developed within the Department of Pathology and Translational Pathobiology over the last few decades. Despite being ranked #43 in NIH funding among Medical School Pathology Departments, the Department of Pathology and Translational Pathobiology at LSUHSC-S has never had a graduate program. However, a strong graduate faculty is already in place, and the institutional investment needed to establish these programs will be limited to costs associated with student stipends, administrative support, and recruiting costs. As interdisciplinary training will be key to future clinical and research pathology careers, the LSUHSC-S graduate program will utilize new advanced pathology courses coupled with current courses taught by all five of the current graduate departments to enable graduate training tailored to the unique needs of the students. By establishing this novel PhD program in Pathology and Translational Pathobiology, it will fill a currently unmet need for translational pathology research within the State of Louisiana and continue to build the clinical and biomedical research workforce in our region.

The Department of Pathology and Translational Pathobiology Research Division involves five tenured or tenure-track PhD scientists with research programs centered around cardiovascular disease, diabetes, and cancer. In addition, the department includes three non-tenure track junior faculty members that will serve to provide additional student mentoring and additional teaching support for the new pathology curriculum.

Expected enrollment is between 6 and 10 new graduate students in proposed program within the first three years, through both targeted recruitment and through recruitment of PhDs and MD/PhDs through the LSU Health Shreveport Interdisciplinary Graduate Program.

4. Fiscal Impact

The faculty for this program are already in place and are well-respected members of the local, national, and international research community. Therefore, costs associated with these programs will mostly involve administrative support, student stipends, and recruitment costs – totaling \$124,500 in Year 1 to \$208,500 in Year 5. Students enrolled in this program receive a stipend and full tuition waiver. The stipends in the first year will be covered partially by the School and partially from the departmental indirect cost recovery. Student stipends after the first year will be expected to be covered by faculty grants when available. Students will also be eligible for intramural Predoctoral fellowships and for the Multidisciplinary Training in Cardiovascular Pathophysiology T32 training program. Revenue exceeds the expenditures for the first five years.

5. Description of Competitive Process

Not Applicable

6. Review of Legal Documents

Not Applicable

7. Parties of Interest

Not Applicable

8. Related Transactions

Not Applicable

9. Conflicts of Interest

Not Applicable

10. Attachments

Not Applicable

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Health Sciences Center - Shreveport for a Letter of Intent for the PhD in Pathology & Translational Pathobiology.



Board of Supervisors

Request from LSU A&M to Establish an Undergraduate Certificate in Childcare Administration

Date: June 18, 2021

1. Bylaw Citation

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

- I. Any new academic degree program

2. Summary of Matter

LSU A&M is requesting approval to establish the Undergraduate Certificate in Childcare Administration. This certificate is designed to provide students with knowledge of early childhood education and development and childcare administration. Courses have field-based components to prepare students for work in early learning environments with young children from birth to age 4.

The Bureau of Labor Statistics projects a 7% growth nationally in the need for childcare directors (BLS, 2020). Presently, the only childcare administrator credentials in Louisiana is a clock-hour certificate program through Louisiana Pathways. The state does not have any BESE approved programs for childcare directors. Last year, LSU was one of the first to establish a Birth to Kindergarten Teacher Certification Program; however, there are no administrative certifications for Birth to Age 4 centers that parallels the K-12 Educational Administration Certification for school principals. LSU will be the first in providing support for leaders in early childhood.

Presently, the Louisiana Pathways program allows professional advancement through a series of trainings and experiential learning. For example, to advance from "Director 2" to "Director 3", the candidate must have 75 clock hours in approved administrative training categories or two college courses in approved early childcare administration. LSU's EDCI 4060 and 4061 have been reviewed by Louisiana Pathways and meets these criteria; therefore, the undergraduate certificate will provide the necessary courses needed for advancement but also provide four other courses that prepares individuals for leadership and early childhood development, instruction, and assessment. LSU also has been approved by BESE to provide alternative certificates (B-K and PK-3) in early childhood, which include these first four courses. Therefore, the proposed undergraduate certificate is stackable with not only the two undergraduate programs in Birth to Kindergarten and PK-3, but also the two alternative tracks for individuals who are not enrolled in an undergraduate program. Any graduate from these four programs could then add on the two administrative courses in the proposed undergraduate certificate, which will be offered via LSU Online, to get the credential.

A modest projection for enrollment by in Year 1 is 15 students, increasing to 22 students by Year 4.

3. Review of Business Plan

The certificate will be housed in the College of Human Sciences and Education under the Early Childhood Education program within the School of Education. The Early Childhood Education program encompasses a wide range of teaching and research facilities including the Early Childhood Education Laboratory Preschool and the recent Early Childhood Education Institute.

4. Fiscal Impact

The program projects first year funding based on student tuition and fees to be \$89,730, increasing to \$131,604 by Year 4 with 22 students. The first and second year will require additional personnel costs (\$18,000 in Year 1 and \$36,000 in Year 2). This funding is more than sufficient to meet the needs of any expenses for the program.

5. Description of Competitive Process

Not Applicable

6. Review of Legal Documents

Not Applicable

7. Parties of Interest

Not Applicable

8. Related Transactions

Not Applicable

9. Conflicts of Interest

Not Applicable

10. Attachments

Not Applicable

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to establish the Undergraduate Certificate in Childcare Administration.



Board of Supervisors

Request from LSU A&M to Name the Mr. and Mrs. John W. Hawie Family Recognition Wall

Date: June 18, 2021

1. Bylaw Citation

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

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

2. Summary of Matter

LSU A&M would like to recognize Mr. & Mrs. John W. Hawie's support of Louisiana State University and to LSU Athletics by naming the third recognition wall in the South Bowl Plaza of Tiger Stadium in their honor.

John W. Hawie is the Senior Vice President and Chief Investment Officer of Louisiana Workers' Compensation Corporation (LWCC) located in Baton Rouge. Hawie has extensive experience in property-and-casualty company asset management in the United States and Europe. Prior to his employment at LWCC, he was previously employed by General Re-CKAG Reinsurance and Investment S.a.r.l. in Luxembourg; General Reinsurance Corporation in Stamford, Conn.; and the Investment and Banking Division of the North Carolina Department of State Treasurer.

Hawie was a member of the Board of Directors of the Tiger Athletic Foundation (TAF) from 1997 to 2004. He earned his B.A. degree, with concentrations in finance and philosophy, from Emory University in Atlanta. He received his MBA degree, with a concentration in finance, from Vanderbilt University in Nashville, then four years later, attained his Chartered Financial Analyst degree. He is currently an adjunct professor at LSU as well.

3. Review of Business Plan

Not applicable

4. Fiscal Impact

Not applicable

5. Description of Competitive Process

Not Applicable

6. Review of Legal Documents

The Director of Athletics and the LSU A&M Naming Committee have approved this request. The Office of Academic Affairs has also given approval.

7. Parties of Interest

Not Applicable

8. Related Transactions

Not Applicable

9. Conflicts of Interest

Not Applicable

10. Attachments

Not Applicable

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to name the Mr. and Mrs. John W. Hawie Family Recognition Wall.



Board of Supervisors

Request from LSU A&M to Name the Clark and Laura Boyce Gallery

Date: June 18, 2021

1. Bylaw Citation

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

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

2. Summary of Matter

LSU A&M would like to recognize Mr. Clark and Mrs. Laura's support of Louisiana State University and the arts by naming the newly renovated gallery in the College of Art & Design, the Clark and Laura Boyce Gallery.

Mrs. Laura W. Boyce and Mr. Clark G. Boyce were both longtime supporters of LSU, the College of Art & Design, and the LSU Museum of Art. Collectively, they supported many initiatives on campus and established several endowed scholarships within the College of Art & Design. Those scholarships support undergraduate students in the areas of interior design, painting, and sculpture. Most recently, Clark's company, Louisiana CAT, continued to support the future of art education by funding a graduate assistantship at the LSU Museum of Art.

During her life, Laura was a community activist, philanthropist, and advocate of the arts, including service with LSU College of Art and Design, the LSU Museum of Art and the Shaw Center for the Arts. Laura, a member of the Forever LSU Campaign cabinet, served as the Chairman for the College of Art & Design. She also served as a board member for LSU's Museum of Art. In 2016, Laura was honored with for her transformational impact on the LSU Museum of Art as a Legacy Award honoree.

Clark George Boyce, Jr. passed away at home on February 26, 2021, surrounded by his adoring family. His philanthropic contributions focused on health care and education, helping grow the generations after him.

Both Laura and Clark's legacy and impact on LSU will continue through their family. Daughter of Laura and Clark, Emalie Boyce (Law, '07), saw firsthand the power of philanthropy from her parents. In speaking to her family's philanthropic impact on LSU, Emalie shared, "Scholarships and graduate assistantships have been one of my favorite things to be a part of funding since I got involved with directing my family's donations benefiting the arts. This has been a way for our support to provide a direct and tangible impact to students."

3. Review of Business Plan

Not applicable

4. Fiscal Impact

Not applicable

5. Description of Competitive Process

Not Applicable

6. Review of Legal Documents

The Dean of the College of Art & Design and the LSU A&M Naming Committee have approved this request. The Office of Academic Affairs has also given approval.

7. Parties of Interest

Not Applicable

8. Related Transactions

Not Applicable

9. Conflicts of Interest

Not Applicable

10. Attachments

Not Applicable

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to name the Clark and Laura Boyce Gallery.



Board of Supervisors

Request from LSU A&M to Name the Edward J. Walters, Jr. Room

Date: June 18, 2021

1. Bylaw Citation

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

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

2. Summary of Matter

LSU A&M would like to recognize Mr. Edward J. Walters, Jr.'s contributions to the Law Center and his achievements as a distinguished alumnus of Louisiana State University by naming Room 107 in the east building of the Law Center complex, the Edward J. Walters, Jr. Room.

Mr. Walters was born in New Orleans, and graduated from Louisiana State University (B.S., Accounting, 1969) and the Louisiana State University Law Center (J.D., 1975). Between his time as an undergraduate and in the Law Center, he served in the Air Force, stationed at a variety of locations across the country. Since graduating from the Law Center, Mr. Walters has practiced law here in Baton Rouge. Although his early practice years included a wide variety of legal work, from family law to criminal law to bankruptcy and more, it also included personal injury, which was by far his passion and became his focus.

Mr. Walters is dedicated to educating future lawyers. He is one of the most passionate and vocal advocates for the Law Center. Mr. Walters has served as Adjunct Professor of Law at the Law Center for more than 30 years, annually teaching a course he co-developed with Baton Rouge attorney Michael Patterson entitled "Advanced Trial and Evidence" which is a "hands-on" trial skills course. He has taught in the Law Center's annual 3-day intensive Trial Advocacy course for third-year students since its inception in 1995; Mr. Walters is currently the leader of the group of attorneys coordinating the all-volunteer group of instructors for the program. In addition, he has regularly taught a practically focused course on handling personal injury cases in the one-week Apprenticeship Program for second-year and third-year students at the Law Center. He has given his time and talents to the Law Center through service on both the Law Center's National Alumni Board, and now the Law Center's Board of Trustees. Mr. Walters is also a long-time member of the Law Center's Dean's Council, which recognizes leadership level giving to the Law Center's Annual Fund that supports, among other things, tuition waivers for law students. In 2015, Mr. Walters was chosen as the Law Center's Distinguished Alumnus of the Year. This award is given annually to an alumnus for rare distinction in professional achievement and loyalty to the Law Center.

In 2009, Mr. Walters received the statewide honor of being named "Distinguished Attorney" by the Louisiana Bar Foundation. He served as President of the Baton Rouge Bar Association in

1993 and received its President's Award in 1995 and 1998. For 34 years, until the end of 2019, he was the Editor of The Baton Rouge Lawyer (formerly Around the Bar), the official publication of the Baton Rouge Bar Association. He has served on many committees with the Louisiana State Bar Association (LSBA) including the Rules of Professional Conduct Committee, and as Chair of the Senior Lawyers Division of the LSBA. He received the LSBA President's Award in 2011. In 2012-13, he served as LSBA Secretary and Editor of the Louisiana Bar Journal, the official publication of the LSBA and served on its editorial board.

Mr. Walters is a consistent financial supporter of the Law Center. Most recently, he and fellow alumnus Frank Holthaus were leaders in conceiving of and generating interest in the "Classroom to Courtroom" project and related fundraising campaign. Through that project, which involved Room 107, up to four rooms at the Law Center will undergo moderate renovations to transform them into multifunctional spaces, useful for both practice courtrooms for students and for classrooms or meeting spaces. Mr. Walters and Mr. Holthaus, through their involvement with student instruction, recognized that students at the Law Center would benefit greatly from practicing their trial, appellate, and negotiation skills in spaces simulating a real courtroom or attorney conference room. The "Classroom to Courtroom" project alone is not the impetus for this naming request; it is simply a project within the last two years that is emblematic of the decades of dedication and contributions that Edward J. Walters, Jr. has made to the LSU Paul M. Hebert Law Center. Mr. Walters embodies all that the University looks to in honoring an individual with the naming of space within its walls.

3. Review of Business Plan

Not applicable

4. Fiscal Impact

Not applicable

5. Description of Competitive Process

Not Applicable

6. Review of Legal Documents

The Dean of the LSU Paul M. Hebert Law Center and the LSU A&M Naming Committee have approved this request. The Office of Academic Affairs has also given approval.

7. Parties of Interest

Not Applicable

8. Related Transactions

Not Applicable

9. Conflicts of Interest

Not Applicable

10. Attachments

Not Applicable

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to name the Edward J. Walters, Jr. Room.

LSU A&M Faculty Council Resolution:
**“A Call to Add Covid-19 Vaccination as a Requirement for Attendance at In-Person Classes
and Events on Campus”**
May 2021

Whereas LSU A&M Faculty Senate Resolution 21-05: *A Call to Add Covid-19 Vaccination as a Requirement to the Existing List of Mandatory Immunizations at LSU* passed the Faculty Senate with overwhelming support;

Whereas Acting President Thomas Galligan and Provost Stacia Haynie have failed to address the faculty concerns and arguments expressed in LSU A&M Faculty Senate Resolution 21-05: *A Call to Add Covid-19 Vaccination as a Requirement to the Existing List of Mandatory Immunizations at LSU* and its appendix, and have announced that LSU will resume normal operations in the fall of 2021, with no vaccination mandate;

Whereas as of April 22, 2021, only 17 percent of Louisianians in the 18-29 age group were vaccinated against the coronavirus;

Whereas the American College Health Association (ACHA) [recommends](#) mandated vaccinations;

Whereas, as of May 5, 2021, [221 campuses](#) around the U.S. require Covid vaccinations for their students or employees;

Whereas classroom assignments for the fall of 2021 show a complete disregard for [CDC guidelines](#) regarding social distancing of unvaccinated populations;

Whereas the Faculty Senate voted overwhelmingly in favor of Faculty Senate Resolution 21-03: *Continued Vote of No Confidence in the LSU Board of Supervisors* on April 22, 2021 in part because the ongoing Title IX noncompliance revelations reveal a systemic pattern of the LSU Board of Supervisors and high-ranking administrators ignoring the safety and well-being of students, a pattern that continues with the resumption of normal campus operations in the fall of 2021, with no social distancing and no vaccination requirement;

Whereas the current policy of eliminating social distancing and not requiring vaccinations violates the university's duty of care as well as its role in advancing knowledge and understanding;

Whereas the lack of a vaccination mandate puts not only students, staff, and faculty at risk but the wider community, particularly unvaccinated children¹ and those with conditions that prohibit them from being vaccinated;

¹ We do not know if a vaccinated faculty member, for example, might pick up the virus from an unvaccinated student and transmit it to that faculty member's young child. We **do** know that children can and do contract Covid,

Whereas low vaccination rates facilitate the spread of Covid and the evolution of more lethal, more contagious, antibody-dodging virus variants² and thus the refusal by LSU to require vaccination in order to return to campus promises to speed the virus' evolution toward ever more resistant variants, eventually rendering all vaccination less effective;

Whereas a large cohort of unvaccinated individuals has the potential to be severely disruptive to learning because of the high likelihood of a virus outbreak on campus that will then require students to remain out of class for extended periods of time and potentially require instructors to return to remote learning;

Whereas students have reported increasing levels of [depression](#), loneliness, and inability to keep up with their classes in the remote learning environment;

Therefore, the Faculty Council resolves that PS-72 be revised to require COVID-19 vaccinations for all eligible students wishing to enroll in in-person classes or other events on campus or implement a similar requirement via another administrative policy or procedure.

Should such a commitment prove legally impossible until the vaccines receive FDA approval, then we demand the following:

- a commitment to adding the Covid vaccination to the list of required vaccinations and immunizations for all students, **as soon as** a vaccine receives FDA approval;
- and in the period before such approval is received:
 - immediate implementation of a vaccination-incentive program for students;³
 - immediate restoration of social distancing measures for classrooms and other campus spaces and continued enforcement of a universal mask mandate;
 - rapid implementation of a thorough, unrelenting education campaign re the vaccine versus the variants race--both on campus and throughout Louisiana;
 - immediate withdrawal of [Policy Statement 22, Part 3, Section B](#) that [requires faculty members to provide alternative assignments](#) for students who miss class because of Covid quarantining requirements: Students who choose not to be vaccinated must assume the responsibility for keeping up with their coursework and fulfilling all requirements, even if they contract Covid or must quarantine because they have been exposed to Covid.

and we **do** know that more than 3.000 American children who have done so have been diagnosed with multisystem inflammatory syndrome. ([The CDC reports 3,185 such cases in the US](#) up to March 29, 2021.)

²The Covid variant called B.1.1.7, first identified in Britain, is [now the most common source of new infections](#) in the United States, is highly contagious, more lethal, and hospitalizing larger numbers of formerly healthy young people; the variant [P.1](#) (first identified in Brazil)—is now in Louisiana and has proven to be adept at dodging vaccine antibodies; the variant [B.1.617](#) (first noted in India), which is both more contagious and more resistant to vaccines, is now in the United States.

³ Other universities have offered incentives ranging from [on-campus housing rebates](#), [cash payments](#), [free parking](#), to [exemption](#) from the on-campus mask mandate.



LSU A&M FACULTY SENATE RESOLUTION 21-05

A CALL TO ADD COVID-19 VACCINATION AS A REQUIREMENT TO THE EXISTING LIST OF MANDATORY IMMUNIZATIONS AT LSU

Sponsored by Inessa Bazayev and Tara Houston

Whereas LSU has no current policy requiring COVID-19 vaccination for a safe return to campus; and

Whereas medical ethicists and researchers from the University of Pennsylvania have argued that vaccinations for students wishing to participate in in-person classes should be mandatory;¹ and

Whereas a growing number of universities across the country, including Duke, Rutgers, Notre Dame, Brown and Cornell are requiring COVID-19 vaccination to safely return to campus in the Fall;² and

Whereas LSU has already begun administering COVID-19 vaccines to faculty, staff and students through events held on-campus; and

Whereas LSU already has Policy Statement 72, “Immunization Policy,” which requires students to be immunized for measles, mumps, rubella, tetanus, diphtheria, meningococcus, and in some cases be screened for tuberculosis;³ and

Whereas numerous members of the LSU faculty have already expressed support for a requirement that all students who are eligible to receive the COVID-19 vaccine be vaccinated in order to participate in on-campus classes and events beginning in the Fall of 2021:

Therefore, the LSU Faculty Senate requests that PS–72 be revised to require COVID-19 vaccinations for all eligible students wishing to enroll in in-person classes or other events on campus or implement a similar requirement via another administrative policy or procedure.

¹ Emanuel, E.J., A. Glickman and A. Diana. (2021) “These People Should Be Required to Get Vaccinated,” *The New York Times*, April 14. <https://www.nytimes.com/2021/04/14/opinion/coronavirus-vaccinations-mandate.html?smid=url-share>.

² Nadworny, E. (2021) “More Colleges Say They’ll Require Students To Have COVID-19 Vaccines For Fall,” *NPR*, April 11. <https://www.npr.org/2021/04/11/984787779/should-colleges-require-covid-19-vaccines-for-fall-more-campus-are-saying-yes>.

³ https://www.lsu.edu/policies/ps/ps_72.pdf. Accessed April 14, 2021.



Division of
Student Affairs

Student Government

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Fifty Third Student Senate
of
Louisiana State University

AT THE SPRING REGULAR SESSION OF
Two Thousand and Twenty-One

S.G.R. 30

ENROLLED

AUTHORED BY SENATOR(S):
SENATOR CRADDOCK

A Resolution

*To urge and request LSU Administration to mandate COVID-19 vaccinations
for students and faculty as a requirement for Fall 2021 attendance*

WHEREAS in a broadcast email sent to students on February 24, 2021, Interim President Galligan stated the following: “Assuming that vaccinations proceed as expected, we anticipate that by fall, we will be able to operate the way we did before the onset of the pandemic. We will closely monitor the distribution of the vaccine and will make any adjustments to our plans that are necessary. We intend to do all we can to return our campus safely to pre-COVID-19 operations.”; and

WHEREAS the most effective way to ensure that LSU can return to campus safely is to maximize the number of students and faculty that receive vaccinations; and

WHEREAS at least 14 other universities have already made COVID-19 vaccinations a requirement for Fall 2021 attendance; and



WHEREAS since March 29th, Louisiana's vaccine eligibility has included anyone 16 years and older and the current deadline for all adults in the U.S. to be eligible for vaccines is April 19; and

WHEREAS this would come at no cost to students as COVID-19 vaccines are free for anyone eligible; and

WHEREAS any of the available COVID-19 vaccines should fulfill this requirement as long as the full dosage of the vaccine is received; and

WHEREAS exemptions should be allowed in accordance with current exemptions permitted by the university for other required immunizations; and

THEREFORE BE IT RESOLVED BY THE LOUISIANA STATE UNIVERSITY STUDENT SENATE, that this body strongly urges LSU Administration to mandate COVID-19 vaccinations for all students and faculty as a requirement for Fall 2021 attendance.

BE IT FURTHER RESOLVED THAT A COPY OF THIS RESOLUTION BE SUBMITTED TO Interim President Tom Galligan; the LSU Board of Supervisors; and Interim Student Health Center Executive Director Julie Hupperich.

THIS RESOLUTION SHALL TAKE EFFECT UPON PASSAGE by a simple majority (one-half plus one) vote of the LSU Student Senate and signature by the Student Body President, upon lapse of time for presidential action, or if vetoed by the President and subsequently approved by the Senate, on the date of such approval.

APPROVED:

MARINA COLE


STONE COX

SPEAKER OF THE SENATE

STUDENT BODY PRESIDENT

DATE: 4/20/21

DATE: 4/22/21



Board of Supervisors

Request from LSU A&M to Terminate the Graduate Certificate in Early Childhood Education

Date: June 18, 2021

1. Bylaw Citation

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

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

2. Summary of Matter

The School of Education within LSU's College of Human Sciences and Education is requesting the termination of the Graduate Certificate in Early Childhood Education. The Graduate Certificate in Early Childhood Education was approved by the Board of Regents on June 21, 2017. Since that time, there have only been two graduates. The certificate was intended to assist with recruiting efforts for the early childhood program, due to the waiver of GRE for the certificate. However, most students who have inquired about the graduate program in early childhood education are interested in the master's degree, and there is already a path for students to take courses as non-matriculating students while completing the GRE. The language of a certificate is also confusing to students seeking teacher certification, which can only be received via the baccalaureate, master's, and alternative certification routes.

Any student who is currently enrolled in the certificate program will be allowed to finish. However, no new students will be allowed to enter the program upon termination.

3. Business Plan

Not applicable

4. Fiscal Impact

Not applicable

5. Description of Competitive Process

Not applicable

6. Review of Legal Documents

Not applicable

7. Parties of Interest

Not applicable

8. Related Transactions

Not applicable

9. Conflicts of Interest

Not applicable

10. Attachments

Not applicable

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to terminate the Graduate Certificate in Early Childhood Education.



Board of Supervisors

Request from LSU A&M to Change the Degree Designation of the BS in Computer Science

Date: June 18, 2021

1. Bylaw Citation

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

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

2. Summary of Matter

The LSU Division of Computer Science and Engineering has been offering an undergraduate degree in computer science for about 50 years. During the last ten years, the enrollment in the program has more than doubled. The last academic year (AY19-20) saw 687 computer science majors, and this number continues to grow. This has made the Computer Science program the 3rd largest enrolled major in the College of Engineering. The program offers concentrations in emerging key areas including cybersecurity, cloud computing, and software engineering.

The program has long been a Bachelor of Science degree designation. However, the Computer Science program is the only one within the College of Engineering that does not carry a clear degree designation (Bachelor of Science in Computer Science rather than just a Bachelor of Science) that denotes the discipline on the diploma and transcript. Students and faculty in Computer Science would like to establish consistency with all the College of Engineering degree designations. For example, Petroleum Engineering students receive a diploma with the degree designation as a “Bachelor of Science in Petroleum Engineering”.

This puts graduates of the program at a disadvantage when they apply for related jobs as this degree designation, the Bachelor of Science of Computer Science (BSCS), is a common degree designation across the nation.

3. Business Plan

Not applicable

4. Fiscal Impact

Not applicable

5. Description of Competitive Process

The computer science faculty unanimously approved this degree designation change on April 16, 2021. The Chair of the Division of Computer Science and Engineering and Dean of the College of Engineering have also approved.

6. Review of Legal Documents

Not applicable

7. Parties of Interest

Not applicable

8. Related Transactions

Not applicable

9. Conflicts of Interest

Not applicable

10. Attachments

Not applicable

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to change the degree designation of the Computer Science program to the Bachelor of Science in Computer Science (BSCS).



Board of Supervisors

Request from LSU A&M to Renew the Namings of the Chevron Workforce Development Center, the BASF Recruitment Center Lobby, and the Campus Federal Financial Literacy Lab within the Olinde Career Center

Date: June 18, 2021

1. Bylaw Citation

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

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

2. Summary of Matter

LSU A&M would like to renew the namings for three units within the Olinde Career Center: the Chevron Workforce Development Center, the BASF Recruitment Center Lobby, and the Campus Federal Financial Literacy Lab.

Chevron Workforce Development Center

Chevron previously donated \$200,000 for the center's construction. They have renewed their support with a \$170,000 gift amount, extending the naming from 2019-2024. Since 1984, Chevron has been actively engaged with LSU and recognized for over \$20 million in lifetime gifts. The Chevron Workforce Development Center is a fraction of Chevron's multi-faceted partnership with LSU.

BASF Recruitment Center Lobby

BASF previously donated \$100,000 for the lobby's construction. They have renewed their support with a \$100,000 gift amount, extending the naming from 2019-2024. Since 1984, BASF has been actively engaged with LSU and recognized for over \$2 million in lifetime gifts. The BASF Recruitment Center Lobby is an integral part of BASF's brand presence on campus and plays a key part in BASF's recruitment of LSU Tigers.

Campus Federal Financial Literacy Lab

Campus Federal previously donated \$50,000 for the lab's construction. They have renewed their support with a \$25,000 gift amount, extending the naming from 2020-2025. Campus Federal's connection to LSU originated through the entrepreneurship of seven LSU employees who decided to form the credit union. Since 1934, Campus Federal has served LSU with financial products and services providing opportunity and resources to LSU faculty, staff, students, and members of the LSU alumni associations. Since 1993 Campus Federal has been recognized for more than \$1 million in philanthropy to LSU.

3. Review of Business Plan

Not applicable

4. Fiscal Impact

Not applicable

5. Description of Competitive Process

Not Applicable

6. Review of Legal Documents

The LSU Division of Student Affairs and the LSU A&M Naming Committee have approved this request. The Office of Academic Affairs has also approved this request.

7. Parties of Interest

Not Applicable

8. Related Transactions

Not Applicable

9. Conflicts of Interest

Not Applicable

10. Attachments

Not Applicable

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request to renew the namings of the Chevron Workforce Development Center, the BASF Recruitment Center Lobby, and the Campus Federal Financial Literacy Lab within the Olinde Career Center.



Board of Supervisors

Request from LSU A&M to Renew the Naming of the Shell Tutorial Center

Date: June 18, 2021

1. Bylaw Citation

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

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

2. Summary of Matter

LSU A&M would like to renew the naming of the Shell Tutorial Center within the Center for Academic Success from 2021 to 2026.

Shell previously donated \$250,000 to establish the Shell Tutorial Center to provide student success and retention resources to LSU students. They have renewed their intent with a \$500,000 gift amount. Shell's partnership with LSU is essential to delivering talent pathways to ensure its competitiveness in the rapidly growing manufacturing corridor and to continue serving as a regional and global leader. The Shell Tutorial Center along with the Center for Academic Success are pivotal investments for Shell. The Shell Tutorial Center introduces large numbers of LSU students to the Shell brand, while providing necessary resources for the academic success of LSU students. Since 1984, Shell has been actively engaged with LSU and recognized for over \$35 million in lifetime gifts benefiting LSU students and faculty.

3. Review of Business Plan

Not applicable

4. Fiscal Impact

Not applicable

5. Description of Competitive Process

Not Applicable

6. Review of Legal Documents

The Office of Academic Affairs and the LSU A&M Naming Committee have approved this request.

7. Parties of Interest

Not Applicable

8. Related Transactions

Not Applicable

9. Conflicts of Interest

Not Applicable

10. Attachments

Not Applicable

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request to renew the naming of the Shell Tutorial Center.



Board of Supervisors

FINANCE COMMITTEE

BOARD OF SUPERVISORS MEETING | JUNE 18, 2021



Board of Supervisors

Approval of FY 2021 Supplemental Appropriation and FY 2022 Appropriation

Date: June 18, 2021

1. Bylaw Citation

Pursuant to Article VII, Section 1

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

2. Summary of Matter

Each June, the Board of Supervisors authorizes the distribution of supplemental state appropriations prior to the end of the current fiscal year, and the distribution of next year's state appropriation prior to the start of the new fiscal year. The Board then approves the University's annual operating budget at their September meeting. This item and resolution addresses the first of these steps. Additional information on the FY 2021 Supplemental Appropriation and the current status of the FY 2022 Appropriation is included below.

FY 2021 Supplemental Appropriation

House Bill 516 (HB516) of the 2021 Regular Legislative Session, the Supplemental Appropriation Bill, provides amended appropriations for FY 2021. The supplemental appropriation bill provided an additional \$31,602,194 for Fees and Self-generated, \$10,560,000 for General Fund (Direct), \$150,847 for Interagency Transfers (IAT) from the Minimum Foundation Program, and \$271,774 for Statutory Dedications authority as follows:

Fees & Self-generated Revenues

- \$20,500,000 - LSU A&M - due to changes in enrollment
- \$ 2,002,194 - LSU Alexandria - due to changes in enrollment
- \$ 9,000,000 - LSU Shreveport - due to changes in enrollment
- \$ 100,000 - LSU Health Sciences Center -Shreveport - due to changes in enrollment

General Fund (Direct)

- \$ 1,600,000 - Pennington Biomedical Research Center
- \$ 1,200,000 - LSU Agricultural Center - for operating expenses
- \$ 600,000 - LSU Agricultural Center - for National Estuarine Research Reserve initiatives
- \$ 500,000 - LSU Agricultural Center - for facility renovations at Camp Grant Walker
- \$ 7,000,000 - LSU Agricultural Center - for renovations to the Parker Agricultural Coliseum
- (\$ 340,000) - LSU Health Sciences Center - Shreveport - for Feist-Weiller Cancer Center

Interagency Transfers

- \$ 150,847 - LSU Laboratory School - payable out of the State General Fund from the Minimum Foundation Program

Statutory Dedications

- \$ 7,176 - LSU Laboratory School - payable out of the Education Excellence Fund
- \$ 122,957 - LSU A&M - payable out of the Fireman’s Training Fund
- \$ 93,796 - LSU Health Sciences Center - Shreveport - payable out of the Tobacco Tax Health Care Fund
- \$ 47,845 - LSU Agricultural Center - payable out of the Tobacco Tax Health Care Fund

FY 2022 Appropriation

The general appropriations bill (HB1) is being considered in the 2021 Regular Session, scheduled to adjourn no later than 6:00 p.m. on June 10th. The current status of the FY 2022 appropriation for the LSU System is presented in the table below.

FY 2022 General Appropriations Bill (HB1)

Means of Financing & Table of Organization	Existing Operating Budget as of 12/01/20	FY 2022 Budget Bill HB 1	Over/Under EOB
State General Fund (Direct)	\$ 335,719,589	\$ 376,768,254	\$ 41,048,665
Total Interagency Transfers	\$ 7,614,116	\$ 7,614,116	\$ 0
Fees & Self-generated	\$ 619,757,120	\$ 686,944,652	\$ 67,187,532
Statutory Dedications	\$ 27,104,716	\$ 26,620,094	(\$ 484,622)
Interim Emergency Board	\$ 0	\$ 0	\$ 0
Federal Funds	\$ 13,018,275	\$ 13,018,275	\$ 0
Total	\$ 1,003,213,816	\$ 1,110,965,391	\$ 107,751,575

The amounts shown above include the following line item appropriations:

State General Fund (Direct)

- \$ 106,000 - LSU Health Sciences Center - Shreveport - for the Louisiana Poison Control Center
- \$ 3,600,000 - LSU Agricultural Center
- \$ 2,410,212 - LSU A&M - for LSU First health insurance annual cost adjustment
- \$ 1,000,000 - LSU A&M - for LSU Louisiana Geological Survey to produce a public electronic map of subsurface carbon sequestration sites in Louisiana
- \$ 1,000,000 - LSU Pennington Biomedical Research Center - for faculty recruitment needs
- \$ 125,000 - LSU A&M - for student athletes health and wellness study
- \$ 2,500,000 - LSU Agricultural Center - for the LSU Agricultural Center Food Innovation Institute for Federal grant match
- \$ 750,000 - LSU Health Sciences Center - Shreveport - for a mobile cancer screening unit
- \$ 904,606 - LSU Health Sciences Center - Shreveport - for a NanoScan PET/CT unit

- \$ 319,600 - LSU Health Sciences Center - Shreveport - for a Digital Radiography System
- \$ 100,000 - LSU Health Sciences Center - New Orleans - for the School of Dentistry for the dental forensic setup for Louisiana's Mass Disaster Team

In addition to these line items, HB1 currently requires LSU A&M to spend \$4 million of its State General Fund allocation on campus lighting and security improvements.

The attached resolution authorizes the President to begin distributing all appropriations received for FY 2022. The final FY 2022 University operating budget will be presented to the Board for approval at its September 10, 2021 meeting.

3. Review of Business Plan

N/A

4. Fiscal Impact

Stated in the Summary

5. Description of Competitive Process

N/A

6. Review of Legal Documents

N/A

7. Parties of Interest

N/A

8. Related Transactions

N/A

9. Conflicts of Interest

N/A

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (Board) that the Board authorizes the President of LSU Thomas Galligan, or his designee, to act on behalf of the Board in presenting the methodology and distribution of appropriations and related budget information for FY 2022 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 2022 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.



Board of Supervisors

Request from LSU Health Sciences Center in Shreveport to Approve the FY 2021-2022 Expenditure of Carroll W. Feist Legacy Funds for the Feist Weiller Cancer Center and to Make a Determination of Acceptable University Purpose

Date: June 18, 2021

1. Bylaw Citation

Pursuant to Article VII, Section 1:

L. Other Significant Matters

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

2. Summary of Matter

The Feist-Weiller Cancer Center (FWCC) is an administrative component of the LSU Health Sciences Center - Shreveport (LSUHSC - S). LSUHSC - S requests Board of Supervisors approval for expenditure of \$5,960,000 in Carroll W. Feist (CFeist) Legacy funds.

The Carroll W. Feist Legacy Account was established from the bequest of Carroll W. Feist to support cancer research at the Feist-Weiller Cancer Center at LSUHSC in Shreveport. The matter is before the Board in accordance with the Affiliation Agreement and related court order, which requires budget requests in excess of \$1,000,000 (one million dollars) to have Board of Supervisors review and approval.

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

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

3. Review of Business Plan

N/A

4. Fiscal Impact

The funds provided for in this approval would have a positive fiscal impact of \$5,960,000 on the campus.

5. Description of Competitive Process

N/A

6. Review of Legal Documents

N/A

7. Parties of Interest

N/A

8. Related Transactions

N/A

9. Conflicts of Interest

N/A

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 \$5,960,000 from the Feist 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.



05/18/2021

LSUHSC-Shreveport

From: Sarah P. Thayer, MD, PhD FACS
 Professor of Surgery – Surgical Oncology
 Carol Feist Endowed Chair for the Study of Cancer
 Director, Feist-Weiller Cancer Center

To: Dr. David Lewis, MD FACS
 Interim-Chancellor and Dean, LSU Health Sciences Center-Shreveport

Re: Annual budget request from Carroll W. Feist Legacy funds for FY 2021-2022

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

The following is our budget request for the FY2022. The budget request will provide support for the Programs in: Basic and Translational Research; Clinical Research; and Cancer Control and prevention. Included will be requests for Intramural Grant Support, FWCC Research Infrastructure including enhanced support for clinical research needs, seed packages for faculty recruitment and retention, and expansion of space/equipment for cancer related research efforts. In addition, we will support the core facilities needed to facilitate research. A detailed explanation of the budget items follows the budget summary.

Summary of FY 2021-22 Budget Request

1. Programs in Basic and Translational Research	\$140,000
GEDFRG	\$ 25,000
HRCFG	\$ 25,000
Viral Oncology	\$ 25,000
UACFG	\$ 25,000
DTFG	\$ 40,000
2. Programs in Clinical Research	\$1,800,000
i) Clinical Trials Office	
ii) Phase I Program Development	
iii) Precision Medicine and Genetic Core	
III) Development of a Department of Outcomes and Clinical Effectiveness	
3. Intramural Grant Support	\$ 920,000
i) Predoctoral Awards	\$252,000

ii) Postdoctoral Awards	\$240,000
iii) Bridge Grant	\$200,000
iv) NCI Stimulus Awards	\$228,000
4. Visiting Scientist program	\$ 30,000
5. CORE and Infrastructure cost	\$395,000
INLET	\$135,000
Equipment maintenance and replacement	\$ 25,000
Bioinformatics and Modeling Core	\$100,000
Research Core & CMTV Core Personnel	\$135,000
6. Bio Repository Support	\$200,000
7. Seed Packages	\$ 1,000,000
i) Dr. Pang (H&N)	\$ 25,000
ii) Dr. Jiang Shuai	\$100,000
iii) New Recruitment Start up Packages	\$375,000
iv) Dr. Thayer research support	\$500,000
8. Genomic, Bioinformatics and Core Research Facility	\$300,000
9. PIW	\$150,000
10. Medical School Research Support(office of research)	\$320,000
11. Research supplement	\$465,000
12. Director of Marketing, Communication and Development	\$240,000
<u>Total FY 2021-22 Budget Requested:</u>	<u>\$5,960,000</u>

Summary of FY 2020-21 Previously Committed Funds Request

1. Infrastructure/Equipment	\$647,000
2. COVID-19 research and emergency requirements	\$235,000
3. Seed Packages	\$600,000
<u>Total FY 2020-21 Budget Requested:</u>	<u>\$1,482,000</u>

<u>Total Budget Requested:</u>	<u>\$7,442,000</u>
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Details of Budget Request

1. PROGRAMS FOR BASIC AND TRANSLATIONAL RESEARCH – BUDGET REQUEST \$140,000

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

A. Research, Focus Group Programs: Hormone Related Cancer Focus Group, Upper Aerodigestive Focus Group, Developmental Therapeutics, Gene Expression and DNA Repair Focus Group, and the Viral Oncology Program: Request \$140,000

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

FY22 \$25,000 Hormone Related Cancer Focus Group (HRCFG): The HRCFG is a multidisciplinary group of researchers from the clinical and basic sciences, formed with a common interest in and a desire to tackle the fundamental biological and clinical questions related to prevention and treatment of prostate and breast cancer with specific focus on mechanisms of therapy resistance and Cancer Health Disparities. Dr. Xiuping Yu directs this group and leads the efforts to develop focused multi investigator teams to tackle prostate cancer and breast cancer. Dr. Gary Burton and other clinicians guide the group in terms of clinical importance, clinical and translational research efforts. The members of the group include Dr. Arrigo De Benedetti, targeting DNA repair and other enzymes that cause prostate and breast cancer to become resistant to chemotherapy/radiotherapy; Dr. Xiuping Yu, targeting Wnt/B-catenin signaling in neuroendocrine prostate cancer; Nancy Leidenheimer, targeting GABA shunt in therapy resistance; Dr. Gulshan Sunavala, targeting the interplay between BRCA1 and chromatin modulators in homologous repair of DNA breaks; Dr. Erick First, targeting aminoacyl-tRNA synthetases to induce proteotoxicity in triple-negative breast cancer and prostate cancer; Dr. Ana Marie Dragoi, targeting EMT; Dr. Yunfeng Zhao, targeting mitochondrial and bio-energetics in prostate and breast cancer and Dr. Shile Huang targeting regulation of mTOR signaling in hormone related malignancies. The group aims to identify new molecular targets that may aid in diagnosis and monitor therapeutic efficacy. In addition, new targets may help distinguish lethal disease from an indolent onset and could aid

in tackling cancer health disparity. The new and novel targets may also open avenues for new treatment paradigms for prostate and breast cancer. **Group Members:** Ricky De Benedetti, Gary Burton, Ana Marie Dragoi, Eric First, Shile Huang, Nancy Leidenheimer, Gulshan Sunavala, Xiuping Yu, Yunfeng Zhao

FY22 \$25,000 Upper Aerodigestive Cancer Focus Group (UACFG): Dr. Cherie-Ann Nathan, Professor and head of the Department of ENT, heads this group. The UACFG focuses on combining innovative technologies in the clinic with molecular mechanisms of precancerous changes to further the clinical development of the switch from precancerous to cancer of real time cellular visualization of the upper aerodigestive tract. One such technology, the confocal laser-induced endomicroscopy (CLE,) enables *in vivo*, real time visualization of the mucosa at a subcellular resolution of $\approx 1000\times$ magnification. The group aims to establish molecular imaging with this technology and determine *in vivo* expression of epidermal growth factor receptor (EGF-R) in the mucosa using probe-based CLE (pCLE) and topically applied FITC-labeled antibodies. The budget requested for this year will be used to enhance this program further and to have funds for collaborative research efforts by the group. The Viral etiology of Head and Neck cancer is a research emphasis area as is better understanding the genomics of lung cancer. Dr. Rona Scott investigates the role of EBV and HPV viruses acting as co-viral mediators of Head and Neck cancer. Dr. Kavitha Beedupalli acts as the clinical lead in clinical and translational research efforts. She also directs the Immunotherapy efforts of the center. Dr. Ira Surolia is the newest member of the group who has an interest in investigating the genomics of lung cancer and the utility of circulating tumor DNA in managing and diagnosing this disease.

FY22 \$25,000 Epigenetics in Cancer Focus Group: A common thread tying together this Focus Group is the conviction that chromatin – with its dynamic regulation and virtually limitless epigenetic complexity – significantly impacts upon gene transcription and DNA repair in cancer cells, thereby promoting cellular proliferation, invasiveness and metastasis characteristic of the malignant state. In this regard, the Bodily lab seeks to understand how human papillomavirus induces epigenetic alterations to their own genomes as well as those of host cells. Such epigenetic modifications may regulate the expression of genes central to the viral lifecycle and ultimately, to the oncogenic state of the infected cells. In a similar vein, the Scott lab studies how Epstein-Barr virus alters the host epigenetic landscape to promote squamous cell carcinoma. The Yu lab studies how the transcriptome is altered in neuroendocrine prostate cancer and how epigenetic alterations promote prostate cancer progression with the goal to develop novel therapeutics to target mechanisms specific to neuroendocrine prostate cancer. The Gross lab is investigating the role of chromatin and 3D genome architecture in the regulation of HSF1-regulated genes in a eukaryotic model. The HSF1 counterpart in human cancers is driven by a transcriptional program distinct from heat shock to support the highly malignant state. The Dragoi lab is investigating the role of histone biogenesis regulators in gene transcription during cancer metastasis, and how these regulators modulate the function of EMT-transcription factors. The Harrison Lab is examining the mechanism by which hydrogen sulfide radiosensitizes glioblastoma cells – it appears to increase histone acetylation through inhibition of HDACs – and whether epigenetic changes contribute to radiosensitization. The Park lab is investigating transcriptional and epigenetic regulation of endothelial genes to understand how endothelial cells crosstalk with immunity during oncogenesis and other pathophysiological conditions. Finally, two labs (De Benedetti and Sunavala) are studying the role of chromatin and epigenetic modification in regulating the repair of double-stranded DNA breaks.

FY22 \$ 25,000 The Viral Oncology Program: Dr. Rona Scott Professor of Microbiology, heads this group. The viral oncology program focuses on the role that viruses play in initiation and progression of cancer and in the evolution of the tumor environment. Drs. Rona Scott, Jason Bodily, Cherie-Ann Nathan, and Martin Sapp explore the synergism between human papillomaviruses and Epstein-Barr virus in the development of head and neck cancers. They will put the spotlight on the growing epidemic of oral cavity squamous cell carcinomas that is associated with these viruses. Drs. Andrew Yurochko's and Jeremy Kamil's work on human cytomegalovirus has implications for viral tropism and cancer angiogenesis. Dr. Michelle Arnold is exploring the innate immune response to viral infections, which has implications for tumor immunology. Dr. Martin Muggeridge investigates how Epstein-Barr virus achieves entry into target cells, a first essential step for virus-induced transformation processes.

FY22 \$40,000 Developmental Therapeutics – Natural Products Focus Group: Group Leader Dr. Shile Huang. The mission of Developmental Therapeutics-Natural Products Group (DT-NPFG) of the FWCC is to foster collaborative basic and translational research focused on developmental therapeutics (including mechanistic research, pre-clinical development and translation into the clinic of novel synthetic small molecules and natural products or their derivatives) for treatment and prevention of human cancer. A major emphasis is providing support for multidisciplinary teams for working together rather than supporting individual laboratories. Each year, using the funding from the FWCC, the DT-NPFG has sent an RFA to the group members to support new Idea and short-term research projects, each of which involves at least two faculty members and focuses on studies of developmental therapeutics for cancer prevention and treatment. In the past year the DT-NPFG funded total 4 collaborative research projects. This funding mechanism has fostered collaborative research, and helped members be productive in publication and collect essential preliminary data for intramural/extramural grant applications.

Group Members: Developmental Therapeutics-Natural Products Group (DT-NPG) of the FWCC has 9 inside-members (Ana-Maria Dragoi, Arrigo DeBenedetti, Nancy Leidenheimer, Kenneth McMartin, Cherie-Ann Nathan, Gulshan Sunavala-Dossabhoy, Stephan Witt, Xiuping Yu, Yunfeng Zhao and Shile Huang) and 4 outside members (Li Li, Ochsner Clinic Foundation; Elahe Mahdavian, LSU-S; Brain Salvatore, LSU-S; Vonny Salim, LSU-S).

2. CLINICAL TRIALS PROGRAM – BUDGET REQUEST \$1,800,000

The Clinical Research Office provides support for clinical researchers participating in NCI sponsored clinical trials as well as investigator initiated and pharmaceutical trials. The role of cancer clinical research is to develop innovative effective therapies and to further disease understanding that will improve patient's lives in addition to expanding scientific knowledge. For the Feist-Weiller Cancer Center to achieve its potential as a cancer research center, we will need to leverage the institution's resources, attract talented investigators, promote a culture that nurtures and supports investigators, and provide the resources to promote participation in clinical research. The FWCC has the largest Clinical Research operation at LSUHSC-S. Changes in IRB and federal regulations have required an expansion of the number of personnel to allow for compliance with the new regulations and to meet the requirements of our ongoing NCI/NCORP grant. The Gulf South Minority Based NCORP is a consortium of cancer investigators at LSUHSC-NO Stanley Scott CC, Mary Bird Perkins CC, Ochsner Benson CC and the FWCC at LSUHSC-S. We are the most successful Minority Based NCORP in the Country, annually registering over 800 patients to national trials of the NCI/NCORP, more than

any other cancer group in the country. Our most recent grant application had a perfect score, the only one in the country. This is the first statewide cancer consortium and hopefully will lead to a successful NCI Designated Cancer Center application. Funding will be used to fund salaries of clinical research staff, mandatory training, supplies, equipment (including computers), certification programs, travel to cancer research meetings and other research related expenses and to support the Associate Director of Clinical Research to oversee these activities. Furthermore, in order to complement our precision medicine and genomic core we will be expanding our Phase 1 and targeted therapeutic clinical trials program. Funding to support expansion of clinical trial office staff including regulatory coordinators, clinic trial nurse coordinators, phase 1 regulatory navigators and recruitment of a new phase 1 director and a new director of clinical effectiveness and outcomes

3. INTRAMURAL GRANT SUPPORT - BUDGET REQUEST \$920,000

PRE-DOCTORAL: Request \$252,000

LSUHSC-S has developed a system of peer-reviewed grants for graduate students working in cancer research laboratories. FWCC has committed to fund a maximum of 9 predoctoral research awards (3 current and 6 new) each year. (\$28,000/grant for a total of \$252,000 for graduate students working in the laboratories of FWCC faculty).

POSTDOCTORAL: Request \$240,000

FWCC in response to improving support for the development of young post-doctoral cancer has now developed the Carol Feist Postdoctoral Research Fellowship. These awards are designed to support basic scientists and clinicians allowing them to recruitment of young, promising cancer researchers into the Center. FWCC has committed to fund a maximum of 4 fellows a year (\$60,000/fellow for a total commitment of \$240,000)

BRIDGE GRANTS: Request \$200,000

A major goal of The Feist-Weiller Cancer Center (FWCC) is to promote cancer research. Due to the special circumstances with COVID many FWCC investigators face the loss of research funding. This has resulted in a negative impact on research programs on campus, including the loss of key personnel, resources and scientific continuity. The allocation of FWCC resources will be used to support bridging grants to faculty for \$100,000 to support their work for a year in order to retain researcher and their laboratories.

NCI POST-DOCTORAL SUPPORT: Request \$228,000

In order to stimulate NCI awards, researchers who have obtained NCI R01 or equivalent will be offered the support of a postdoctoral fellow to promote further awards to the NCI.

4. VISITING SCIENTIST PROGRAM – BUDGET REQUEST \$30,000

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

5. FWCC INFRASTRUCTURE AND RESEARCH CORE– BUDGET REQUEST \$395,000

Core: Innovative North Louisiana Experimental Therapeutics (INLET) Program and Core (INLET): Request \$135,000

The Feist-Weiller Cancer Center's (FWCC) **Innovative North Louisiana Experimental Therapeutics program (INLET)** is a high-throughput high-content screening (HTS) facility focused on the discovery and development of a wide range of drugs and genetic targets that affect human diseases including cancer, fungal, bacterial and viral infection, neurological disorders and cardiovascular disorders. INLET is affiliated with the Research Core Facility. The primary mission of INLET is to assist investigators throughout the LSU Health-Shreveport and the state of Louisiana to generate preliminary data in order to help in grant applications and papers submissions. Dr. Ana-Maria Dragoi became Associate Director of INLET in 2015. She is responsible for all day-to-day operations, outside contracts and projects development.

In 2020, INLET purchased the new Incucyte® S3 system to add to the high-throughput platforms and eventually replace the older Incucyte ZOOM instrument. The two Live-Cell analysis instruments, the Incucyte® ZOOM and Incucyte® S3 can monitor cells in real time for days, or even weeks, directly from a cell incubator. Data is acquired at multiple time points and analyzed in real-time, replacing the need for multiple plates for end-point analyses. The image acquisition can be done in HD phase, green fluorescence and red fluorescence, thus enabling non-invasive multiplex analysis. The Incucyte System can acquire six plates at the same time, therefore accommodating multiple users and cell applications. The kinetic image-based applications can profile cell-specific time-dependent biological processes such as: cell proliferation and viability, cell migration and invasion, tumor spheroid analysis. Incucyte System is used in diverse areas of research such as cancer biology, immunology, microbiology, cardiology and COVID-19 related research. The Cellomics ArrayScan V^{TI} high-content analysis system complements the high-throughput Incucyte System. This platform allows for high-throughput drug screening and cellular compartmental analyses with over 30 different application based cell phenotypic assays. A major advantage of the Cellomics VTI system is the 40X objective that allows visualization of cellular organelles and precise analysis of subcellular compartments.

INLET services based on the Incucyte ZOOM, Incucyte S3 and Cellomics VTI imaging platforms include screening assay creation, high-throughput and high-content compound screening, basic research support, data management and analysis and hit to lead development. INLET personnel assist the new users with the necessary access and training if required and help develop the appropriate protocols and analysis.

In 2020-2021 INLET developed and optimized new protocols for COVID-19 neutralization assays (VNA) in collaboration with the Microbiology Dept. at LSUHSC-Shreveport and Icahn School of

Medicine at Mount Sinai. This assay is being prepared for an Emergency Use Authorization and FDA approval. The newly developed assay is also the subject of a new Technology Disclosure Packet submitted to the OSPTT by Drs. Kamil and Ivanov (Microbiology), Dr. Dragoi (INLET/Physiology) and Dr. Lee (Mount Sinai).

During the 2020-2021 budget year, INLET assisted in 192 live-imaging experiments from 14 laboratories in the LSU Health-Shreveport. A total of 11,800 hours of live-microscopy were acquired on both Incucyte platforms. In addition, Bio-Tek Synergy 4 plate reader was used for 282 plates from 11 laboratories in the LSU Health-Shreveport. Work performed in the INLET assisted in grant submission for a total of 15 grants (9 NIH grants and 6 non-NIH grants- DoD, LSU Health-S Intramural, LSU-Ochsner collaborative grants) and contributed to 13 papers published/submitted by LSU Health-Shreveport faculty. At present, INLET has "Work for Hire" contracts signed with PIs from LSUS (a total of \$12,725) for which INLET performs experiments and prepares regular reports.

Based on our progress and business plans, this year we request a budget of **\$135,000**. This budget is required for the following: **personnel salary** (salary for one Research Associate to be paid in full from the INLET budget); **service contracts and maintenance** for Incucyte ZOOM, Incucyte S3 and Cellomics VTI; **computer software** for the Incucyte Systems as necessary and requested by the PIs; **data storage hardware**; **laboratory supplies** for projects support.

Core: Research Core Facility: Request \$135,000

The mission of the research core facility is to provide access, education and technical support to state of the art equipment for microscopy, flow cytometry, microarray analysis, real-time PCR, and next-generation genomic sequencing core for the LSU Health Sciences Center, the Louisiana State University System and the entire scientific community.

FWW also support the CMTV and Genomic Core Personnel- Dr. Scott is also directing the Genomics Core, which is being used by many of us to link viral infections to transformation. In addition to providing continued funding for collaborative research efforts of the group to foster future collaborative grant applications, we will use the funds to support the Genomics Core located in the Research Core Facility. FWCC has supported the purchase of equipment, service contracts and key personnel. The FWCC also support the CMTV Core and its Genomic program. This core supports all scientific efforts throughout LSUHSC.

Core: Bioinformatics and Modeling Core: Request \$100,000

Technological advances that generate "big" data have heralded an 'omics revolution. Genetic changes and interactions in response to any stimuli can be queried simultaneously for an entire genome/proteome rather than gene-by-gene or protein-by-protein. These technologies have been applied to understand diverse biological questions, including those in the field of immunology. Immunological responses and inflammation result from a coordinated activation of gene expression and protein regulatory networks for example, triggered by tissue damage, the presence of invading pathogens, or a developing cancer. Whole genome approaches can elucidate important genes and interactions involved in normal and pathological immune responses. In the Center for Applied Immunology and Pathological Processes (CAIPP), whole genome/proteome approaches are central to generating novel hypothesis and uncovering the basis of disease. Critical to the successful

application of such 'omics approaches is bioinformatics, network analysis, and modeling to interpret and uncover important genetic interactions. To meet the needs of the CAIPP and LSUHSC-S (and regional research universities), an in-house Modeling Core (Core B) will be established with partnership with the FWCC that will implement systems-based approaches. The Modeling Core will allow access and foster interactions between core personnel and researchers and clinicians to ensure the success of research on campus. As an in-house facility, the Modeling Core will be a resource for educating and training students and tuned to anticipate the future needs of CAIPP and LSUHSC-S research. As such, the CAIPP Modeling Core will become an integral LSUHSC-S resource that enhances our productivity and competitiveness in securing extramural funding further advancing the bioinformatics infrastructure for all researchers at LSUHSC-S. As a hub of bioinformatics at LSUHSC-S, we plan to leverage this skill and expertise to advance health care informatics through interactions with our hospital partner and clinical informatics faculty and engage regional universities to promote collaborative programs and generate a pipeline of skilled students and trainees in this key area of research. Development of the Modeling Core, will provide investigators with experienced personnel that can implement computational tools for network analysis and modeling of big data projects. Core staff will work closely with CAIPP and other investigators to optimize experimental designs, develop computational tools, perform mathematical modeling and network analysis, and provide training and education in bioinformatics through strong interactions with other state and COBRE centers. In sum, the CAIPP Modeling Core will be a service facility providing personnel and expertise for network and pathway modeling analysis and a fundamental component to the success of the CAIPP and LSUHSC-S by pushing research forward and providing the potential for novel clinical finding through innovation.

Core: Equipment Maintenance and Replacement: Request \$25,000

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

6. BIOREPOSITORY SUPPORT – BUDGET REQUEST \$200,000

Our Biorepository is continuing to grow. Budget will be used to support acquisition of new equipment, supplies, travel of key personnel to national meetings related to biorepositories, additional technician support salaries, renovations as needed and any other unforeseen expenses. The Feist Weiller Cancer Center Biorepository serves to collect, process, store, and manage specimens collected under IRB approved protocols for future research. In addition, the biorepository offers core histology services (tissue processing, embedding, sectioning and staining), nucleic acid isolation, whole slide scanning and specimen storage agreements. Revenue from core services and non- LSUHS tissue disbursement is, on average, \$15,000/ year (average for 2014-2019, repository operating at full capacity).

It is anticipated that in FY21-22 that the biorepository will increase collections by the addition of specimens banked for future ctDNA isolation and services by offering cryosectioning and slide imaging for 10X genomics Visium platform.

The budget will be apportioned in the following:

- Service contracts to include Preventive Maintenance and Calibration services \$ 60,000 (estimated 10 % increase from FY20-21 as contracts are under negotiation)
- ISBER membership \$ 1,450
- Meetings/Educational workshop \$1,500
- Liquid nitrogen \$ 8,500 (15% increase from FY20-21; sole supplier Airgas is no longer under university contract)
- Consumables \$ 50,000 (increased in anticipation of ctDNA collections)
- New equipment \$ 75,000 (proposed purchase- Unchained Labs – Lunatic high throughput microfluidics, low sample volume platform for the characterization of plasma; and potential replacement of older -80°C storage unit)

7. SEED PACKAGES AND SUPPORT OF NEW FACULTY HIRES– BUDGET REQUEST \$1,000,000

In order to recruit top-notch faculty, we must offer seed packages to enable them to establish a research program/laboratory. Seed packages range from \$50,000 – \$400,000 a year depending on the seniority of the faculty and the prior success of their research program. Currently, renewal of NIH/NCI grants is extremely competitive and frequently results in faculty having a lapse of funding. Retention of faculty who have a proven record of grant funding during this interim period between grants is critical to retaining these established investigators. As well we offer bridging grants to faculty who need help at the end of their current grant to keep their labs open until their new grant applications can be funded. The FWCC has recently funded a small “mini-grant” program. FWCC investigators are encouraged to apply for small intramural grants of no more than \$15,000 to explore new ideas and develop preliminary data to apply for larger national funding. The following are requests for this year to support these programs.

Dr. Pang (New Head and Neck Faculty)	\$ 25,000
Dr Jiang Shuai (year 2 of 3)	\$100,000
New Seed and Faculty Hires	\$375,000
Dr. Thayer research support	\$500,000

8. CANCER GENOME SEQUENCING LABORATORY – BUDGET REQUEST \$300,000

Cancer care and research is entering a new era – one of **Personalized Oncology or Precision Medicine**. We now have sequenced the entire human genome. A by-product of this research has been the development of new technology to quickly and relatively cheaply, sequence the entire genome of a patients’ cancer. We can tell exactly what genetic changes have occurred to cause an individual’s cancer. Thus, we can rapidly predict what targeted or chemotherapy drug or combination of drugs may have benefit in fighting that patient’s cancer. This technology allows us to design clinical research protocols that will specifically target these mutations. Our lab is CLIA/CAP accredited and employs two full time genomic specialists. Currently we offer sequencing of solid tumors utilizing a large pan- cancer DNA and RNA panel (TSO500/ Illumina). We offer these services to physicians and their patients in our region. Our current capacity is eight cancer patients a week with plans to double that number in the next year. In addition, the lab will be piloting additional services such as ctDNA sequencing and rapid turnaround microfluidics PCR analysis. The requested amount this year will be used for salaries, equipment maintenance, related travel to meetings and training, supplies, computer

software, networkable hard drives, new equipment, & other unforeseen expenses related to cancer genome research.

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

PIW is our cancer screening and prevention research program. This group has expanded their research focus to include cancer care and delivery research. The program now offers a 2 mobile vans that serve over 40 locations in North and Central Louisiana. Cancer screening services offered include breast cancer screening using digital tomographic mammography and ultrasound, cervical cancer, prostate cancer, colorectal, lung and Head & Neck cancer screening. Screening is offered regardless of ability to pay with free screening for those residents of our state without resources or insurance. A new van has been renovated and will allow us to offer free cancer screening to more areas of our state. Our new PIW genomics program will assess for biomarkers that may enhance the accuracy of current cancer screening modalities or develop new ones. Blood samples are collected on the screened patients and plasma and DNA are stored in our biorepository.

Integrative Oncology uses complementary therapies such as message, acupunctural, nutrition and psychotherapy to promote wellness to support the whole patient (mind, body and spirit) is also another focus of PIW. Dr. Jennifer Singh is certified in the new medical specialty of Lifestyle Medicine, Dr Rupa Mahadevan and Carol Crooms are certified in Integrative Health. Funds will be used to expand these new innovative PIW programs in cancer survivors, in the rural areas and expansion of the genomics biomarker program. Specifically, we will support salaries, travel to meetings and training, supplies, computers, software, networkable hard drives, equipment maintenance/repair, new equipment, & other unforeseen expenses.

10. MEDICAL SCHOOL OFFICE OF RESEARCH SUPPORT – BUDGET REQUEST \$320,000

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

11. RESEARCH SUPPLEMENT – OFFICE OF RESEARCH – BUDGET REQUEST \$465,000

In order to stimulate grant submission that will result in the reduced salary burden to the institution, investigators are given a research incentive pay which is given to investigators who have received awards that support their salaries.

12. DIRECTORS IN MARKETING, COMMUNICATION AND DEVELOPMENT – BUDGET REQUEST \$240,000

In order to promote continues support from the community. We will need personnel focused on communicating our new programs and opportunities to the philanthropic community. We plan to hire a new Director of Communications and Marketing as well as a Director of Development.

Details of FY 2020-21 Previously Committed Funds

1. INFRASTRUCTURE AND EQUIPMENT – BUDGET REQUEST \$647,000

In order to attract top talent and promote research excellence, FWCC has committed to fund state-of-the-art equipment in our core facilities. Due to many issues not excluding manufacturing delays we are unable to get equipment by the deadlines and thus request the ability to retain these funds to complete these promised resources which include Fluidigm Helios system, 10 X Vizion single cells platform and epifluorescence imaging systems for our research cores.

2. EMERGENCY REQUEST FOR COVID RESEARCH – BUDGET REQUEST \$235,000

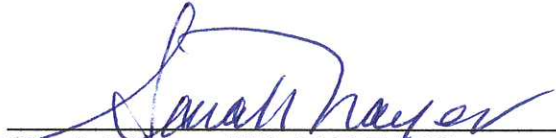
During the pandemic \$600,000 dollar was committed by FWCC to assist in research efforts led by our Vice Chair of Research. By the end of the fiscal year, they will have a balance of \$235,000. As support of COVID research is a one-time event the viral researchers who are in the midst of their studies have asked to be allowed to use the remaining portion over the next year.

3. SEED PACKAGE – BUDGET REQUEST \$600,000

\$600,000 remain from last year's budget which will be used to fund seed package for three outstanding tenure track faculty being extended a position. Their appointments and hires were delayed due to inability to complete the necessary interviews and campus visits. Thus we request to be able to use these funds as intended to support these staff members which do not have a funding line in next year's budget.



Feist-Weiller Cancer Center
LSU Health Sciences-Shreveport

Approved: 

Sarah Thayer, MD, PhD FACS
Carol Feist Endowed Chair for the Study of Cancer
Director, Feist-Weiller Cancer Center

5/25/21
Date

Approved: 

Dr. David Lewis MD, FACS
Interim-Chancellor and Dean
LSU Health Sciences Center-Shreveport

5/25/21
Date

Approved: _____

Armand L. Roos, J.D.
Chairman of the Board
LSU Health Sciences Foundation in Shreveport

Date



Board of Supervisors

Request from from LSU Alexandria to Approve a Cooperative Endeavor Agreement with Acadian Aviation Pilot Training Centre to Offer Flight Training in Conjunction with the Newly Development Professional Aviation Degree Program

Date: June 18, 2021

1. Bylaw Citation

Pursuant to Article VII, Section 1:

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

2. Summary of Matter

LSU Alexandria (LSUA) proposes to enter into a Cooperative Endeavor Agreement with Acadian Aviation Pilot Training Centre (Acadian), the only FAA-approved Part 141 Flight School operating in central Louisiana, for a public purpose pursuant to Article VII, section 14(C) of the Constitution of the State of Louisiana. Under the terms of the agreement, Acadian will offer non-exclusive flight and ground training to LSUA students enrolled in the Professional Aviation Degree Program.

Students enrolled in the Professional Aviation Degree Program will take courses offered on the LSUA campus taught by LSUA faculty in addition to ground and flight training taught by Acadian. Course fees for program were approved by the Board earlier this spring.

The specifics of the arrangement and operational guidelines are outlined in the attached agreement. Course structure and fee information are attached as well.

The initial term of the CEA will be five years, with an option to renew for an additional five years upon mutual agreement of both LSUA and Acadian.

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

There is no cost to LSUA or LSU to enter into this agreement. Annual gross revenue collected from course fees is uncertain at this time. Revenue will be based solely on the number students registered in the associated course(s) and will be used to cover all expenses related to the course offering. Course fee revenue will be restricted to expenses directly associated with each course offering with flight instruction and flight school costs.

Approved course fees will be assessed by LSUA at the time of enrollment. After funds are collected, 100% of collected fees will be paid to Acadian to cover the cost of instruction.

There will be no net fiscal impact on LSUA or LSU.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

The Cooperative Endeavor Agreement has been reviewed and approved by the LSU Office of General Counsel.

7. Parties of Interest

Louisiana State University at Alexandria
Acadian Aviation Pilot Training Centre

8. Related Transactions

Not applicable.

9. Conflicts of Interest

None.

10. Attachments

1. Cooperative Endeavor Agreement
2. Aviation Program Fact Sheet

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the President of LSU, or his designee, to execute the proposed cooperate endeavor agreement between LSUA and the Acadian Aviation Pilot Training Centre (Acadian) under which LSUA will partner with Acadian to provide required ground and flight training to LSUA students enrolled in the Professional Aviation Degree Program.

BE IT FURTHER RESOLVED that the President of LSU, or his designee, be and he is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, in consultation with General Counsel, to include in the Agreement any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors.

ATTACHMENT 1

COOPERATIVE ENDEAVOR AGREEMENT

This Cooperative Endeavor Agreement (“Agreement”) is made and entered into this 1st day of July 1, 2021, by and between The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, through Louisiana State University at Alexandria, hereinafter referred to as “LSUA,” and Acadian Aviation Pilot Training Centre, officially domiciled at Lafayette, Louisiana, hereinafter referred to as “Provider.”

WITNESSETH:

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

WHEREAS, LSUA has the authority to enter into this Agreement, as evidenced by its government-designated role as an institution of higher learning within Louisiana State University, a public university of the State of Louisiana, and

WHEREAS, the public purpose for this Agreement is to allow Provider to provide flight training and instruction to LSUA Enrolled students within the Professional Aviation degree program, and

WHEREAS, LSUA agrees that Provider is an official provider of ground and flight training to LSUA Enrolled students, and

WHEREAS, LSUA has a reasonable expectation of receiving a benefit or value described in detail and that is at least equivalent to or greater than the consideration described in this Agreement, and

WHEREAS, LSUA will assess course fees as described in Agreement to allow LSUA enrolled students within the Professional Aviation Degree Program to utilize available financial aid to cover, or offset, the cost of flight instruction, and

WHEREAS, LSUA will not be charged by Provider any amount over and above the approved course fees paid directly by LSUA enrolled students as outlined in Agreement, and

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I SCOPE OF SERVICES

1.1 **Curriculum Requirements:** Provider's curriculum requires FAA flight qualifications for the following certificates and ratings:

1. Private Pilot, Airplane Single-Engine Land (ASEL)
2. Instrument Rating (ASEL)
3. Commercial Pilot (ASEL)
4. Multi-Engine Rating (AMEL)
5. Multi-Engine Instructor (AMEL)
6. Certified Flight Instructor (ASEL)
7. Certified Instrument Flight Instructor (ASEL)

1.2 **FAA Part 141:** Provider agrees to operate under Federal Aviation Administration (FAA) Part 141, and will provide all necessary ground and flight training in accordance with approved flight training syllabi to LSUA Students.

1.3 **Program Coordinator:** LSUA will designate the Professional Aviation Program Coordinator to act as liaison between Provider and LSUA, and provide direct, regular administration oversight of all aviation training, to ensure requisite compliance with University academic policies, procedures, and accreditation requirements.

1.4 **Academic and Confidential Records:** LSUA may at times, be required to provide Personally Identifiable Information (PII) to Provider. All such data must be safeguarded in such a way that the information is only available to Provider employees with an established need-to-know. Any and all student data that is outside the scope of needed information by Provider must be kept in an encrypted and secure format.

1.4.1 No student data may be stored on removable storage device, sometimes referred to as "jump-drives", "USB drives", "External Hard Drive" or the like.

1.5 **Training Equipment:** Provider will provide all training equipment necessary to meet approved ground and flight training syllabi requirements and prepare students for their practical examination (check ride). Equipment must include both aircraft and flight training devices, as well as other training resources, facilities and training aids to meet the needs of the student.

1.5.1 Training equipment must be used in accordance with current training practices, and students must have adequate training equipment and resources to meet course objectives.

1.5.2 Provider agrees to operate sufficient aircraft appropriate to meet student count, curriculum requirements and course objectives.

1.5.3 Instrument rating training will be accomplished in an aircraft properly equipped for Instrument Flight Rules (IFR) training operations and meet all FAA Part 141

requirements. To the extent possible, IFR training of University students will be accomplished in aircraft certified for IFR operation.

1.6 **Aircraft:** LSUA students will only fly in Provider aircraft as part of their formal approved curricula and may only receive instruction by Provider approved and insured instructors.

1.7 **Curriculum Review:** Once per fall and/or spring semester, or as deemed necessary by LSUA, a committee consisting of the Professional Aviation Program Coordinator, the Dean of the College in which the Professional Aviation Program is housed, the Vice Provost and/or Provost, and the Provider's Chief Instructor will meet for a minimum of one hour in order to review program curriculum.

1.7.1 At said meeting, the Committee will discuss flight training, future arrangements, review the safety, efficacy, and efficiency of instruction, and review each student's progress.

1.7.2 All changes which affect the course's level, description, outcomes, or primary modes of delivery and assessment must be discussed with and agreed to by Provider and approved by the University's Curriculum Committee.

1.7.3 For changes in the FAA Airman Certification Standards, and as Provider brings on-line new aircraft and educational tools, LSUA and Provider will ensure that curriculum is aligned to prepare students to operate these new systems.

1.7.4 Provider's Chief Pilot and University's Department Chair will ensure the curriculum specified in the approved syllabi are administered. Provider will provide University with one complimentary copy of each course's training materials for Private, Instrument, Commercial, Flight Instructor, Flight Instructor Instrument, Multi-Engine and Multi Engine Instructor certifications/ratings as necessary to ensure University Department Chair that the courses align with their instruction and curriculum, materials, procedures and techniques.

ARTICLE II DELIVERABLES

2.1 **Academic Courses:** Provider agrees to provide all ground and flight instruction and training, by fully qualified and properly licensed instructors, for the following courses:

AVIA 1010 Private Pilot Flight I, Lec.0 Lab.2 Cr. 1
AVIA 1010 Private Pilot Flight II, Lec.0 Lab.2 Cr. 1
AVIA 2010 Instrument Pilot Flight I, Lec.0 Lab.2 Cr. 1
AVIA 2011 Instrument Pilot Flight II, Lec.0 Lab.2 Cr. 1
AVIA 3010 Commercial Pilot Flight I, Lec.0 Lab.4 Cr. 2
AVIA 3011 Commercial Pilot Flight II, Lec.0 Lab.4 Cr. 2
AVIA 4010 Multi-Engine Flight, Lec.0 Lab.3 Cr. 1
AVIA 4030 Flight Instructor, Lec.0 Lab.2 Cr. 1

AVIA 4035 Flight Instructor Instrument, Lec.0 Lab.2 Cr. 1
AVIA 4040 Multi-Engine Flight Instructor, Lec.0 Lab.2 Cr. 1

2.2 **Course Offerings:** LSUA shall work with Provider to create a course schedule that's setup in such a way to most benefit the enrolled students.

2.3 **Flight Instruction:** LSUA will provide Provider with names of enrolled students who intend to fly at Provider facility for given semester, no later than the Census Day (14th academic class day). Students must be registered for required aviation courses prior to first day of class. Provider will not accept late registrations.

2.3.1 For each student enrolled, LSUA will provide Provider with the student's full legal name, and previous flight experience (total flight time, FAA licenses and ratings earned, flight time per make/model aircraft, and the date of their last flight).

2.3.2 LSUA will ensure each enrolled student is aware of and able to meet Department of Homeland Security citizenship and identification requirements.

2.3.3 Before commencement of flight instruction, each student must meet the DHS citizenship and identification requirements, have an active IACRA account (at <https://iacra.faa.gov/IACRA/Default.aspx>), a valid FAA Tracking Number (FTN), and provide proof of an approved FAA Class I, II or III physical. For students pursuing a Private Pilot License who have not yet soloed, they must have a valid Student Pilot certificate (which requires IACRA application and a valid FAA flight physical) before they are permitted to solo.

2.3.4 Provider Flight Instructors assigned to instruct LSUA students will meet all FAA requirements for flight instruction under FAA Part 141 and all applicable Federal Aviation Regulations.

2.4 **Flight Scheduling:** Flight instruction will be scheduled on an individual basis between Provider's instructors and LSUA's students, as their academic load allows. Provider will offer standard morning (0800-1100), afternoon (1100-1400) and evening (1400-1700) sessions, as a minimum, and may schedule individual training events as necessary to accommodate student progression and operational requirements.

2.4.1 Provider's on-line scheduling system will be the primary means for scheduling flight instruction for University students.

2.4.2 LSUA students will work with Provider Instructors to schedule a standard time in which they will be available to fly a minimum of two flight training events each week. Students may opt to fly more than twice each week in order to meet course requirements.

2.4.3 Provider agrees to give LSUA students priority over non-University students for scheduling within their established flight blocks, and for all requisite syllabus sorties.

2.4.4 Provider will schedule students during their designated time block based on aircraft availability, instructor availability, and course requirements. To the maximum extent possible, all training events will occur during weekdays (0600-1800). If required to ensure student progression, students may be scheduled on weekends, or weekdays outside the normal operations window.

2.5 **Safety Program:** Provider must administer a formal aviation safety program that meets FAA Part 141 requirements, encompassing all activities contemplated by this agreement.

2.5.1 Provider will conduct monthly safety meetings for all cadre and students, to review safety standards, trends, data, and incidents. Provider's Chief Pilot and LSUA's Professional Aviation Program Coordinator must attend all meetings.

2.5.2 Provider's safety program must utilize verifiable and documented risk assessment for each flight training event.

2.5.3 Provider's safety program must set safety goals and objectives for each quarter, and provide a system for identifying, mitigating and controlling risk, and measuring safety progress with regard to the quarterly safety goals.

2.5.4 Provider's safety program must develop, gather, and report safety data on a quarterly basis to the Committee.

2.6 **Student Performance and Evaluation:** Provider's Chief Instructor and/or University's Program Coordinator will closely monitor and meet with each flight student on a regular basis to discuss training progress.

2.6.1 Provider's Chief Instructor and/or LSUA's Program Coordinator will meet monthly with Dean of the College in which program is housed to review student progress, administrative issues, and review program safety and efficacy.

2.6.2 At the close of each semester, Provider's Chief Instructor and/or LSUA's Program Coordinator will conduct a formal evaluation of at least one student who has completed each flight course (private, instrument, etc.), and provide the results of said evaluation to the Committee at their next meeting

2.6.3 The Provider's Chief Pilot will provide to the Dean a written student evaluation for every student engaged in flight training twice each semester, in an agreed upon format.

2.6.4 Student evaluations are due on or before official midterm and final grade reporting dates in accordance with University's academic calendar.

2.7 **Academic and Ground Instruction:** Courses taught by the Provider are designed to satisfy requirements for preparation for FAA written exams and practical exams. As such, Provider's Chief Instructor will inform LSUA's Program Coordinator if students are not prepared for or lack the requisite knowledge to satisfactorily complete their training, given resource and time limitations.

**ARTICLE III
PAYMENT TERMS**

3.1 **Financial Terms:** In consideration of the services provided in this Agreement, LSUA will assess its students enrolled in the Professional Aviation Degree Program course fees as outlined:

AVIA 1010 Private Pilot Flight I:	\$4,600
AVIA 1010 Private Pilot Flight II:	\$4,600
AVIA 2010 Instrument Pilot Flight I:	\$4,900
AVIA 2011 Instrument Pilot Flight II:	\$4,900
AVIA 3010 Commercial Pilot Flight I:	\$16,648
AVIA 3011 Commercial Pilot Flight II:	\$16,648
AVIA 4010 Multi-Engine Flight:	\$5,480
AVIA 4030 Flight Instructor:	\$7,350
AVIA 4035 Flight Instructor Instrument:	\$4,680
AVIA 4040 Multi-Engine Flight Instructor:	\$5,480

3.2 **Fee Approval:** LSUA and Provider agree that fees listed above will remain for the entire term of this Agreement. At the end of the term, if needed, LSUA and Provider shall agree upon new fee structure, which then must go through all proper channels, including the LSU Board of Supervisors and also receive State Legislative approval.

3.3 **Additional Costs:** No costs or expenses incurred by Provider in performance of this Agreement shall be reimbursed by or paid by LSUA.

3.4 **Fee Assessment:** LSUA shall assess course fees as outlined in Agreement to students enrolled in the Professional Aviation Degree Program. LSUA will follow the published schedule in terms of collecting assessed fees.

3.5 **Payment Terms:** LSUA shall provide a course roster for each Professional Aviation course to Provider immediately following the first class day of given semester. Provider will provide LSUA with an invoice based on course roster and fee schedule outlined in Section 3.1. LSUA shall pay Provider the amount invoiced within 30 calendar days following the university's Census Day (14th academic class day) for the appropriate semester.

3.5.1 LSUA shall pay Provider collected fees only.

3.5.2 Provider reserves the right to prohibit any student from continuing in any Professional Aviation course until assessed course fees are collected by LSUA.

3.6 **Additional Instruction Fees:** If an LSUA student fails to achieve the Student Learning Goals and Objectives set by the approved flight lab syllabus, the student may continue training with Provider until the end of the semester through payment of additional funds directly to Provider. This transaction is between student and Provider without any financial intervention by LSUA. Rate will be discounted 25% of original rate.

**ARTICLE IV
TERMINATION FOR CAUSE**

4.1 LSUA may terminate this Agreement for cause based upon the failure of the Provider to comply with the terms and/or conditions of the Agreement; provided that LSUA shall give the Provider written notice specifying Provider's failure. If within sixty (60) days after receipt of such notice, Provider has either not corrected such failure or, in the case of failure which cannot be corrected in sixty (60) days, has begun in good faith to correct said failure and thereafter has proceeded diligently to complete such correction, then LSUA may, at its option, place Provider in default and the Agreement shall terminate on the date specified in such notice. LSUA may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of Provider to comply with the terms and conditions of this Agreement; provided that LSUA shall give the Provider written notice specifying the Provider failure and a reasonable opportunity for the Provider to cure the defect.

**ARTICLE V
TERMINATION FOR CONVENIENCE**

This section intentionally left blank.

**ARTICLE VI
REMEDIES FOR DEFAULT**

6.1 In the event of default by either party, the aggrieved party shall have all rights granted by the general laws of the State of Louisiana.

6.2 Upon termination of this Agreement for whatever reason, LSUA shall remain liable for all amounts due and owing Provider under Article III of this Agreement, including any prorated amounts.

**ARTICLE VII
OWNERSHIP OF WORK PRODUCT, CONFIDENTIALITY AND COPYRIGHT**

7.1 All work product, including records, reports, documents and other material delivered or transmitted to the Provider by LSUA, shall remain the property of LSUA, and shall be returned by the Provider to LSUA, at the Provider's expense, at termination or expiration of this Agreement. All work product, including records, reports, documents, or other material related to this Agreement and/or obtained or prepared by Provider in connection with performance of the services contracted for herein, shall become the property of LSUA, and shall, upon request, be returned by Provider to LSUA at the Provider's expense at termination or expiration of this Agreement. LSUA shall not be restricted in any way whatsoever in the use of such material.

7.2 Furthermore, at any time during the term of this Agreement, and finally at the end of this engagement, LSUA shall have the right to require the Provider to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement within thirty (30) days of receipt of written notice issued by LSUA.

7.3 The above referenced work product shall be held confidential by the Provider and LSUA and shall not be shared with any other entity without the express consent of the Provider or LSUA.

7.4 No work product, including records, reports, documents, memoranda or notes obtained or prepared by the Provider under this Agreement shall be the subject of any copyright or application for copyright on behalf of the Provider.

ARTICLE VIII ASSIGNMENT

Provider shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of LSUA.

ARTICLE IX AUDIT CLAUSE

It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of inspecting and auditing all data, records and accounts of the Provider which directly relate to this Agreement, upon request. Provider shall maintain all books and records pertaining to this Agreement for a period of four years after the termination of this Agreement.

ARTICLE X AMENDMENTS IN WRITING

Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and executed by all parties.

ARTICLE XI FISCAL FUNDING (NON-APPROPRIATION) CLAUSE

In the event funds are not budgeted or appropriated in any fiscal year for operation of facilities relevant to this Agreement for the then current or succeeding fiscal year, this Agreement shall impose no obligation on LSUA as to such current or succeeding fiscal year, and said Agreement shall become null and void, and no right of action shall accrue to the benefit of the Provider, its successors or assigns for any further obligation on the part of LSUA.

ARTICLE XII TERM OF AGREEMENT

The term of this Agreement shall commence on the date first above written and shall continue in effect until July 31, 2026, or the last day of the LSUA Summer 2026 Term, whichever occurs last, unless sooner terminated pursuant to this Agreement. Upon written approval by both parties, this agreement may be renewed for an additional five (5) year term under the conditions of this Agreement.

**ARTICLE XIII
DISCRIMINATION CLAUSE**

Provider agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, as amended, the Age Act of 1975, as amended, and Provider agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended. Provider agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Provider acknowledges and agrees that any act of unlawful discrimination committed by Provider, or any other failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

**ARTICLE XIV
INDEMNIFICATION; INSURANCE**

14.1 Provider shall indemnify and save harmless LSUA against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against LSUA growing out of, resulting from, or by reason of any act or omission of Provider, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include LSUA's fees and costs of litigation, including, but not limited to, reasonable attorneys' fees. Provider shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

14.2 LSUA shall indemnify and save harmless Provider against any and all claims, losses, liabilities, demands, suits, causes of action, damages, death of instructors or students, and judgments of sums of money to any party accruing against Provider growing out of, resulting from, or by reason of any act or omission of LSUA, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement.

14.3 Provider agrees to purchase and maintain professional liability and commercial general liability insurance of a minimum of \$2,000,000 each combined single limits coverage per occurrence for Personal Injury, Property Damage or other damage, injuries or claims for those incidents in which the occurrence is the result of the negligence of the Provider, its officers, directors, agents, or employees in the performance of this Agreement or Provider's operation under this Agreement. Provider agrees to make LSUA an additional insured on its commercial general liability insurance and to provide LSUA with proof of coverage which includes the requirement of notice by the Provider's insurer of any discontinuation of coverage of LSUA. This insurance requirement in no way limits the indemnity obligation provided herein.

14.4 Provider will fully insure its aircraft, facilities and all other instructional and training resources against loss, and will carry adequate insurance to indemnify students against claims for damage to property or injury, its agents or employees.

14.5 Provider will secure Renter's Insurance for LSUA students to cover any deductible necessary to fully indemnify them against liability arising from activities the subject of this agreement. Costs for said Renter's Insurance will be included in the course fees assessed each semester. Students will be provided with certificate of insurance.

14.6 A requirement for enrolling in flight training courses for credit at LSUA, each student must sign a liability waiver, and agree that Provider will not be held responsible, in any manner, for damage to property, injury or death resulting from activities contemplated by this agreement.

**ARTICLE XV
PARTIAL INVALIDITY; SEVERABILITY**

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**ARTICLE XVI
ENTIRE AGREEMENT; MODIFICATION**

This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties.

**ARTICLE XVII
GOVERNING LAW**

The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

**ARTICLE XVIII
LEGAL COMPLIANCE**

LSUA shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (La. R.S. 42:1101, *et seq.*) in carrying out the provisions of this Agreement.

ARTICLE XIX
RELATIONSHIP BETWEEN THE PARTIES; EXCLUSION OF BENEFITS

19.1 The relationship between Provider and LSUA shall be, and only be, that of an independent contractor and neither the Provider nor any of its employees shall, by virtue of this Agreement, be construed to be an employee, agent, partner of, or in joint venture with, LSUA.

19.2 LSUA and Provider expressly agree that Provider is an independent contractor as defined in La. R.S. 23:1021(7) and, as such, expressly agree that LSUA shall not be liable to the Provider or to anyone employed by Provider for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana.

19.3 LSUA and Provider expressly declare and acknowledge that Provider is an independent contractor and, as such, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only (a) Provider has been and will be free from any control or direction by LSUA over the performance of the services covered by this Agreement; (b) the services to be rendered by Provider are outside the normal course and scope of LSUA's usual business; and (c) Provider is customarily engaged in an independently established trade, occupation, profession, or business. Consequently, neither Provider nor anyone employed or contracted by Provider shall be considered an employee of LSUA for the purpose of unemployment compensation coverage.

ARTICLE XX
FORCE MAJEURE

Neither party to this Agreement shall be responsible to the other party hereto for any failure or delay in performing any obligation under this Agreement that is due to any of the following causes, to the extent beyond the reasonable control of the party: acts of God, riots, war, terrorist act, epidemic, pandemic, quarantine, civil unrest, breakdown of internet or communication facilities, natural catastrophes such as hurricanes or tornadoes, fire or explosion.

ARTICLE XXI
EMPLOYMENT OF STATE PERSONNEL

21.1 Provider certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of the State of Louisiana.

21.2 LSUA certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of the Provider.

ARTICLE XXII
COVENANT AGAINST CONTINGENT FEES

Provider warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for Provider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for

Provider any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, LSUA shall have the right to annul this Agreement without liability.

**ARTICLE XXIII
NOTICES**

All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

Dr. Paul Coreil, Chancellor
Louisiana State University at Alexandria
8100 Hwy 71 South
Alexandria, LA 71302

Mr. Raja Gharazeddine
Alexandria International Airport
1303 Billy Mitchell Blvd
Alexandria, Louisiana 71303

THUS DONE AND SIGNED this ____ day of June, 2021.

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

By: _____
Thomas C. Galligan, Jr., Interim President

ACADIAN AVIATION PILOT TRAINING CENTRE

By: _____
Raja Gharazeddine, Chief Flight Instructor



LSUA Professional Aviation Program: Fact Sheet

1. LSUA is currently developing a Professional Aviation program for students who wish to pursue flying as a career and who require the knowledge and skills needed to become competent, ethical, safety-conscious aviation professionals. The university hopes to launch the program in Fall 2021.
2. Upon graduation from the program, students will have completed requirements for and earned the following FAA certifications and ratings:
 - Private Pilot Certificate
 - Instrument Pilot Rating
 - Commercial Pilot Certificate
 - Flight Instructor Certificate and Flight Instructor-Instrument Certificate
 - Multi-Engine Rating and Multi-Engine Flight Instructor Certificate
3. Graduates will be well-positioned to pursue careers as commercial pilots, flight school instructors, airport operations officers, and airport planning managers, and to assume a variety of leadership roles in the airline industry.
4. The development of LSUA's program is very timely as commercial pilots are currently in great demand, with industry experts predicting a shortfall of 15,000 US pilots over the next 10 years.
5. Commercial pilot salaries, which were stagnant during the 1990s and 2000s, are predicated to rise significantly as a result of increased demand. The prospect of generous salaries and compensation packages means that students who enroll in professional aviation programs can be assured of a return on their substantial financial investment in education and training.
6. The need for a professional aviation program in Central Louisiana has been communicated to LSUA by Sandra McQuain, the Executive Director of England Airpark/Alexandria International Airport. She and her associates have played an active role in helping LSUA to develop the program and plan its implementation.
7. The planned degree program, which will be offered at the baccalaureate-level, will include 27 hours of flight and ground instruction, covering Private Pilot, Instrument Pilot, Commercial Pilot, Multi-Engine Pilot and Instructor Pilot. In addition, the program will require 30 hours of more academically-orientated aviation courses that address topics such as Aviation Law, Air Carrier Operations, Aerodynamics, Human Factors in Aviation, and Aviation Safety. Students in the program will also take 39 hours of General Education courses, a requirement common to all baccalaureate degrees offered by LSUA.
8. Program students will take flight courses with Acadian Aviation, an FAA-approved Part 141 flight school that operates at England Airpark. Additional support and resources for the program will be provided by the England Airpark Authority. All other program courses, including ground courses, will be offered on the LSUA campus.
9. Each of the eight flight courses will have course fees attached. The revenue generated by the fees will be used to reimburse Acadian Aviation for flight instruction, fuel charges, and aircraft maintenance. There will be zero profit margin for LSUA on these fees. A detailed outline of proposed course fees is attached to this document.
10. Regular tuition and fees for program students will be the same as assessed for any other full-time LSUA students who are residents of Louisiana: \$3,465.95 per semester (12 hours).



Board of Supervisors

Request from from LSU Alexandria to Approve a Tuition Exemption Process for Large Group Enrollments for Exclusively Online Degrees at LSU Alexandria Through LSU Online Only

Date: June 18, 2021

1. Bylaw Citation

Pursuant to Article VII, Section 1:

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

2. Summary of Matter

At the March, 2019 meeting, the Board of Supervisors approved the use of a new methodology for awarding institutional scholarships that is data-driven and factors in market forces. LSU Alexandria is seeking approval to use a similar approach for the purpose of offering tuition exemptions for group enrollments in online programs.

The purpose of this exemption procedure is to set forth consistent guidelines for tuition discounting/exemption for large group enrollments made directly through an individual corporation, company, or organization. The tuition discounting/exemption is in alignment with mechanisms put into place at other institutions for large business partners, who commit large numbers of students or who offer exclusive promotional opportunities to employees for a period of time to gain their credential from LSU Alexandria. This proposal is exclusively for fully online degree and certificate programs managed by LSU Online & Continuing Education at LSU Alexandria.

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

Fiscal impact will be based solely on the number of partners and subsequently the number of employees of each partner.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

Not applicable.

7. Parties of Interest

Louisiana State University at Alexandria
LSU Online

8. Related Transactions

Not applicable.

9. Conflicts of Interest

None.

10. Attachments

1. Tuition Discount Exemption Policy Online Degrees LSUA

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the President of LSU, or his designee, to approve the Tuition Exemption for Group Enrollments for LSU Alexandria Online Programs offered through LSU Online.

BE IT FURTHER RESOLVED that the President of LSU, or his designee, be and he is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, in consultation with General Counsel, to include in the Agreement any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors.

TUITION EXEMPTION FOR GROUP ENROLLMENTS THROUGH BUSINESSES

FOR EXCLUSIVELY ONLINE DEGREES AT LSU Alexandria THROUGH LSU ONLINE ONLY

PURPOSE

The purpose of this document is to set forth consistent guidelines for tuition discounting/exemption for large group enrollments made directly through an individual corporation, company, or organization. The tuition discounting/exemption is in alignment with mechanisms put into place at other institutions for large business partners, who commit large numbers of students or who offer exclusive promotional opportunities to employees for a period of time to gain their credential from LSU Alexandria. This proposal is exclusively for fully online degree and certificate programs managed by LSU Online & Continuing Education at LSU Alexandria.

TUITION EXEMPTION FOR GROUP ENROLLMENTS

Option 1: Number of Employee Students	Option 2: Exclusive Promotional Timeline	Option 3: Employer Pay (Partial or Full)	Percentage Tuition Discounting
0 – 50 enrollments	Less than 1 year	Employers pay for individual students on an individual student basis.	None
51 – 100	12 – 23 months in length	Employers of up to 10,000 pay for part or all of their enrolled employees' tuition (new students only) as part of a companywide initiative / policy.	5%
101 or more	24 + months in length	Employers with over 10,000 employees pay for part or all of their employees' tuition (new students only), as part of a company-wide initiative / policy.	10%

GUARDRAILS

This proposal is designed for group enrollments only for LSU Online fully online degree and certificate programs at LSU Alexandria, that are:

- From a single organization (company, employer, organization),
- That either:
 1. Meet the minimum number of enrollments as measured by number of unique students within the 12 month period as defined by when the partnership starts, or
 2. Offer exclusive promotional opportunities (included but not limited to: exclusive employee communication, webinar opportunities, advertising in company intranet / employee communication platforms (magazines, e-newsletters, apps), and national press release / promotional announcements, or

3. Are of a specific size of organization AND commit to paying for part or all of employees' tuition as part of a company-wide initiative or policy, and are
 - Agreed upon as a partnership, in advance, which
 - May include immediate family members of employees in certain cases, and
 - Do not incur additional costs for LSU Alexandria through an employer tuition benefit company or third-party.
 - NOTE: ALL COMMUNICATION REGARDING TUITION EXEMPTIONS MUST BE LIMITED TO CORPORATE COMMUNICATIONS AND CANNOT BE ANNOUNCED PUBLICLY OR IN ANY WAY EXTERNAL TO THE COMPANY.

PROCESS

The company, employer, or organization will work with LSU Online to come to an agreement as to the option for tuition discounting/exemption. An MOU will be proposed and submitted to LSU Alexandria and LSU Online leadership. After internal formal approval, LSU Alexandria will then:

1. Craft the legal language surrounding the partnership, propose and sign an MOU for that specific company, employer, or organization,
2. Determine workflow for the verification of employee eligibility processing, tracking of those enrollments and discounting/exemptions for tuition, and
3. Conduct programming to automate the workflow and reporting.

Additionally, LSU Online & Continuing Education will track the results of these partnerships, and report back to senior administration at the LSU Alexandria on their performance and make recommendations on continuation or cessation of agreements as the agreements are approaching conclusion.

APPROVALS

By:

Date:

Dr. Thomas Galligan
President
Louisiana State University

By:

Date:

Dr. Paul Coreil
Chancellor
Louisiana State University at Alexandria

By:

Date:

Donna Torres
Interim Executive Vice President & CFO
Louisiana State University

LSU First Board Report
Pharmacy Expense Year Over Year Comparison as of 4/30/2021

	January	February	March	April	Total	
Claims- Citizens RX-2020	\$ 2,983,154.32	\$ 2,576,554.01	\$ 2,873,478.34	\$ 2,642,483.48	\$ 11,075,670.15	
Rebates- Citizens RX-2020					\$ (249,425.22)	**Received to April 2021
Total Citizens RX-2020					\$ 10,826,244.93	
Claims-MedImpact Pharmacy 2021	\$ 1,774,286.46	\$ 2,157,282.87	\$ 2,633,863.06	\$ 2,299,304.36	\$ 8,864,736.75	
Rebates-MedImpact Pharmacy 2021					\$ (1,670,000.00)	**Due to LSU within 90 days following Q1
Total MedImpact Pharmacy 2021					\$ 7,194,736.75	
Difference/Savings					\$ 3,631,508.18	

	January	February	March	April	Total	
Claims- Citizens RX-2019	\$ 2,592,753.75	\$ 2,485,974.42	\$ 2,330,203.06	\$ 2,573,666.13	\$ 9,982,597.36	
Rebates- Citizens RX-2019					\$ (245,068.89)	
Total Citizens RX-2019					\$ 9,737,528.47	



Board of Supervisors

PROPERTY & FACILITIES COMMITTEE

BOARD OF SUPERVISORS MEETING | JUNE 18, 2021



Board of Supervisors

Request from LSU A&M to Approve an Act 959 Project to Replace the Roof of the LSU Student Union Building

Date: June 18, 2021

1. Bylaw Citation

Pursuant to Article VII, Section 1

E. Capital Improvements

2. Summary of Matter

LSU Planning, Design, and Construction is requesting project approval to “Replace the Student Union Building Roof.” The Union consists of two major roof areas, the theater & main building. The roofs in both areas are experiencing leaks which are causing damage to the interior spaces. In 2005, a 10-year sprayed-in-place topcoat was applied over the main building, and the theater building roof has not been replaced in over 30 years. A Roof Condition Assessment (see attached), was conducted by an outside consultant, which outlines the overall condition of the roof.

The scope of work will involve:

- a. Removing existing roofing and installation of new roofing system.

3. Review of Business Plan

The Roof Condition Assessment supports a recommendation for installation of a new roofing system at this time. Due to the age and condition of the existing roof, repairs are not feasible.

4. Fiscal Impact

The project will be funded entirely by self-generated funds.

5. Description of Competitive Process

Design of the project will be undertaken by private contract upon receipt of all necessary administrative approvals and all construction work will be publicly and competitively bid.

6. Review of Legal Documents

Act 959 of the 2003 Regular Legislative Session establishes the requirements for exemptions from inclusion in the state capitol construction budget. “A university or higher education facility shall be allowed to undertake any new construction, maintenance, or repair project not exceeding five million dollars solely funded from self-generated revenues, grants, donation, or local or federal funds without being included in the capital outlay bill provided the project is approved by the appropriate management board, Board of Regents, the Division of the Administration, Office of Facility Planning and Control, and the Joint Legislative Committee on the Budget.”

7. Parties of Interest

All of the parties relevant to the approval and construction of this project do not have any related interest in this project, nor will they receive any financial gain from its approval or construction.

8. Related Transactions

Approval by the Board of Regents, Office of Facility Planning and Control in the Division of Administration, and the Joint Legislative Committee on the Budget.

9. Conflicts of Interest

None.

10. Attachments

1. Campus Correspondence and request from LSU Auxiliary Services
2. Project Summary Sheet
3. Roof Condition Assessment Report Performed by outside consultant Neal Johnson

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes the President of LSU or his designee to approve the following project and process the project through the appropriate administrative channels of review and approval, namely, the Board of Regents, the Division of the Administration, Office of Facility Planning and Control, and the Joint Legislative Committee on the Budget, pursuant to Act 959 of the 2003 Regular Legislative Session enacting R.S. 39:128(B)(4) as amended pursuant to Act No. 78 of the 2006 Regular Legislative Session:

Student Union Roof Replacement. Estimated total project cost is \$2,414,975.

BE IT FURTHER RESOLVED, that the President of LSU, or his designee, is duly authorized by and empowered for and on behalf of and in the name of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College to approve the plans and specifications for the proposed improvements and to approve cost increases up to 20% of the amount approved to accommodate unforeseen conditions.

BE IT FURTHER RESOLVED, that the LSU President, or his designee, is duly authorized by and empowered for and on behalf of and in the name of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College to take such action the he may deem in the best interest of the Board of Supervisors to process and obtain administrative approvals for this project.



Finance & Administration

DocuSigned by: 3/19/2021
TO: Thomas Galligan, Jr. *Thomas Galligan*
LSU Interim President 54A0EE65D29F44D...

THRU: Donna Torres *Donna Torres*
Interim Executive Vice President & CFO

THRU: Tyler Kearney *TK*
Assoc. Vice President, Finance & Administration

FROM: Margot Carroll *Margot Carroll*
Asst. Vice President, Auxiliary Services

DATE: March 8, 2021

SUBJECT: LSU Student Union Roof Replacement

LSU Auxiliary Services, through the assistance of LSU Planning, Design, and Construction (PDC), is requesting project approval to replace the LSU Student Union building roof. The LSU Student Union building's roof consists of two major roof areas, the theater and the main building. These roofs have been experiencing leaks which are causing damage to the interior building spaces. A 10-year sprayed-in-place topcoat was applied in 2005 and the roof has not been replaced in over 30 years. LSU Auxiliary Services paid for an assessment of the roof by an outside consultant (see attached Roof Condition Assessment) in 2019 which outlines the overall poor condition of the roof, in short, mostly a zero remaining useful life.

The estimated total cost of this roof replacement is \$2,414,975.00. With your support, we request to utilize the ACT 959 Capitol Construction process to expedite this project. The normal Capital Outlay process could add approximately 12 months and may cause unreasonable delays and increased risk of damage to interior spaces.

I appreciate your consideration in the matter and maintain that it is in the best interest of the university to receive approval for this ACT 959 request.

CC: Tony Lombardo, P.E., Associate Vice President, Facility and Property Oversight
Roger E Husser, Jr. P. E., Assistant Vice President, Planning, Design and Construction

April 16, 2021

To: Thomas Galligan, Jr.,
LSU Interim President

Through: Donna Torres,
Interim Executive Vice President for Finance and Administration & CFO

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

From: Roger E. Husser, Jr., M.S., P.E., Assistant Vice President
Planning, Design & Construction

**Re: Board of Supervisors Agenda, June 18, 2021 Meeting
Student Union Roof Replacement; Act 959 Capital Construction Project
Request**

LSU Planning, Design, and Construction is requesting project approval to “Replace the Student Union Building Roof.” The Union consist two major roof areas, the theater & main building. The roofs in both these areas are experiencing roof leaks which are causing damage to the interior spaces. In 2005, a 10-year sprayed-in-place top coat was applied over the main building and the theater building roof has not been replaced in over 30 years. A Roof Condition Assessment (see attached), was conducted by an outside consultant, which outlines the overall condition of the roof.

The roof areas over the Ball Room & Mechanical Room are leaking such that it is causing damage to the building finishes; as a result, in January 2021 LSU has funded a project to replace these roof areas. The cost on this portion including design fees is \$319,200.00. The remaining portion needing replacement is estimated to cost \$2,414,975.00 (includes fees, contingency and inflation).

This request is being submitted for review and approval by the Board of Supervisors as an ACT 959 Capital Construction project. Funding for this project will be from self generated funds. The planned work cannot be accomplished under the normal Capital Outlay request process due to the urgency of having work completed during the 2022 -23 academic year. It is therefore requested that this project be submitted through the President’s Office to be placed on the agenda for the April meeting of the Board of Supervisors.

Attached are the supporting documents developed in cooperation with Auxiliary Services for the Union Roof.

Cc: Margot Carroll
Danny Mahaffey
Paul Favaloro
file

Roof Condition Assessment Report



Report Date October 15, 2019

Client: LSU – Baton Rouge

Attention: Vincent Guillory

Project: Roof Condition Assessment (Project)
LSU Union, Baton Rouge, LA

Observation dates: 09/13, 09/14, 09/15, and 09/18 - 2019 **Time:** 5:00 pm

NJ LLC Project No: 1930

Executive Summary

LSU (Owner) has contracted with Neal Johnson, LLC (NJ, LLC) to do a Condition Assessment of the low slope roofs at the LSU Union Roof located on the Baton Rouge campus.

NJ, LLC is providing a professional assessment of the condition of its roofs, recommendations for repair or replacement, and a timeline associated with those recommendations in order to develop a multi-year plan.

The Study is not a Program or Bid Document, but an initial document to assist the Owner in making decisions concerning the roofs regarding maintenance, repair, and/or replacement.

Based upon our observations, the majority of the low slope roofs at this location project should be considered in poor condition. We observed various perimeter edge components that are suspect building code deficient. We observed numerous areas that contained significant moisture under the coating that require immediate attention. We observed numerous deteriorated components throughout the areas surveyed that require immediate replacement. These deteriorated components are generally contributed to normal wear over time and/or are a result of prolonged exposure to the exterior elements.

The existing roof coated SPF appears to have been well designed/specified/installed; it has only reached its lifetime expectancy. Replacement of the roof should not be deferred, and the scope of work should include removal and replacement of the existing insulation. Contingency funds should be set aside for unforeseen conditions of deck damage replacement, and other issues that may be revealed during the work. As a part of this proposed work, roof access for maintenance, housekeeping, and repair should be reviewed and provisions made to provide safe means of access to all roof areas.

Repairs to these roofing assemblies are not feasible due to the amount of water contained within them. Due to the condition of the roofs and the amount of water present within the roofing assemblies it is recommended that the roof(s) be torn off down to the structural concrete deck and replaced as soon as the funds become available.

Roofing system types recommended are 2-ply SBS and APP modified bitumen insulated roofing systems with five year contractor and twenty-year, no dollar limit roofing warranties. Specifications, designs and manufacturers should comply with LSU Design Standards. The project should not require a general contractor. If a general contractor is included or required, add 10-15% of additional cost to the probable project cost.

Following is a spreadsheet that recaps each roof area, our opinion of the roof's remaining useful life, estimated roof replacement cost, our rating of each area, and anomalies that need to be addressed within the next 3 years and the cost associated with each anomaly.



Roof Data

Roof Area	Roofing Type	Square Footage (approx)	Remaining Useful Life - Good or Fair Areas - (yrs)	Estimated Roof Replacement Cost - 100% of area)	Rating O-5*	Anomalies to be addressed within 3 years?	Cost Associated with Repairs Needed
1	Coated SPF	11,798	O	\$ 235,960	1.00	yes	\$ -
2	Coated SPF	10,276	O	\$ 205,520	1.00	yes	
3	Coated SPF	3,889	O	\$ 77,780	1.00	yes	
4	Coated SPF	5,261	O	\$ 105,220	1.90	yes	
5	Coated SPF	2,604	O	\$ 52,080	2.10	yes	
6	Coated SPF	5,096	O	\$ 101,920	2.10	yes	
7	Modified Bitumen	17,394	3	\$ 278,304	2.50	yes	\$ 20,000
8	Coated SPF	3,432	O	\$ 68,640	1.50	yes	
9	Coated SPF	10,833	O	\$ 216,660	1.00	yes	\$ -
10	Coated SPF	26,143	O	\$ 522,860	1.00	yes	\$ -
11	Coated SPF	9,478	O	\$ 189,560	1.00	yes	\$ -
Total		106,204		\$2,054,504			\$ 20,000
a	Roof Area names are as identified on NJ provided drawings						
The Rating Scale is classified as follows (O-1.9) Poor Condition, (2.0-3.9) Fair Condition, (4.0-5.0) Good Condition.							

Scope of Work

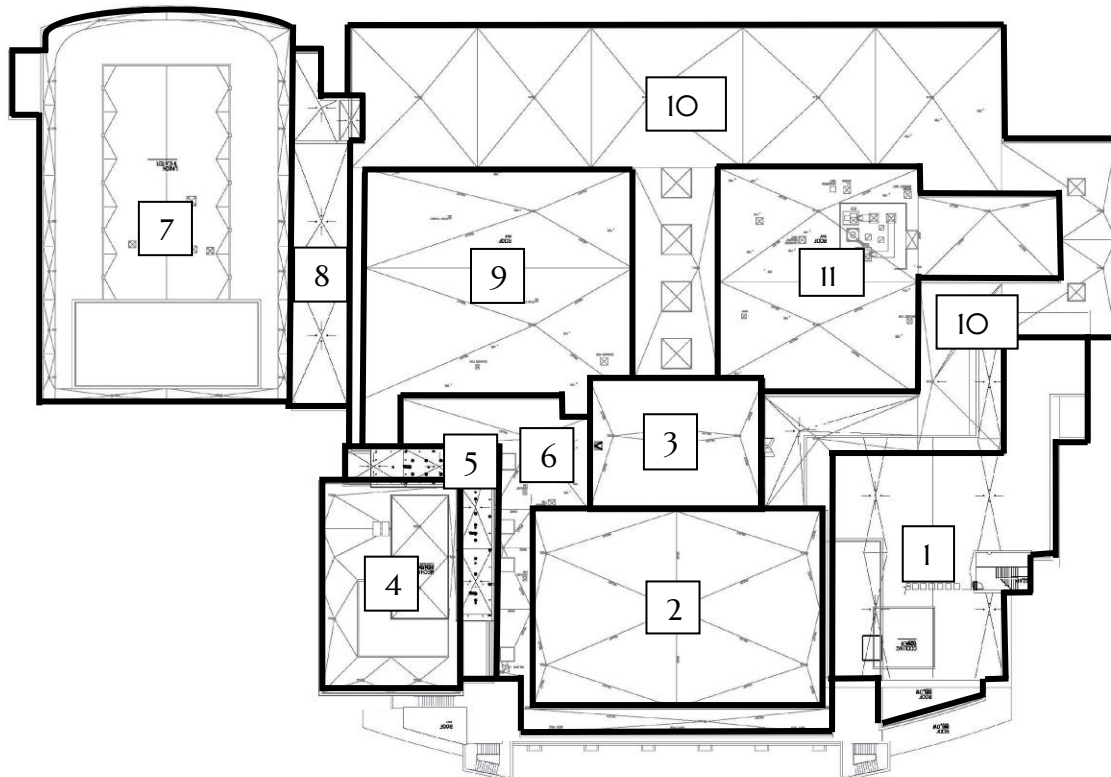
Initial Reconnaissance

NJ, LLC attended a project discussion meeting and conducted a site reconnaissance visit on May 31, 2019 to review the site access and logistics. It was determined that access to the roofs would be from interior stairs or with NJ, LLC provided ladders. During this visit, the User reported consistent leaks throughout all the buildings with major leaks occurring in the Ballroom (evident by fallen ceiling plaster) every time it rained.

Research

NJ, LLC obtained data regarding the roof from an Owner provided set of drawings titled: Student Union Roof Replacement, dated July 31, 2005, as prepared by Grace Hebert Architects (GHA). The scope of work within these documents involves *“installation of 2” minimum thickness, 3.0 lb. density, monolithic sprayed-in-place insulation layer of Polyurethane foam, with an applied to a 24 mil thick Silicone/Rubber Weather Coating, with a layer of ceramic granules broadcast into the top coat of silicone rubber, before curing.”* The SPF was applied over an existing built-up roof. For this report, the low slope roof measuring approximately 106,250 square feet was reviewed. We understand the coated SPF system included a 10-year warranty.

Utilizing the GHA drawing, based on the various roof heights, physical condition and/or roof type, we designated the roofs as eleven (11) different roof areas. NJ, LLC prepared a roof plan (below) that identifies each roof area.





Board of Supervisors

Request from LSU Health Sciences Center-New Orleans to Approve Execution of Cooperative Endeavor Agreement Between the LSU Health Foundation, New Orleans and the LSU Board of Supervisors for Adaptive Reuse of Stanislaus Hall as a Nursing Home Facility

Date: June 18, 2021

1. Bylaw Citation

Pursuant to Article VII, Section 1:

C. Lease of immovable property

2. Summary of Matter

The LSU Health Sciences Center - New Orleans (LSUHSC-NO) proposes to enter into a Cooperative Endeavor Agreement (Agreement) between the LSU Health Foundation, New Orleans (Foundation) and the LSU Board of Supervisors (Board) for the lease of portions of the Stanislaus Hall (Building) and the Ground Parking Lot (the "Parking"). Approximately 43,317 square feet will be leased pursuant to the Agreement by the Board to the Foundation for a one-year term. In addition, the Foundation will be granted the right to utilize sixteen (16) parking spaces on the surface lot located adjacent to the Leased Premises along Gravier Street, and three (3) parking spaces located near the S. Claiborne side entrance of the Leased Premises.

The purpose of the Agreement is to provide space to the Foundation in which the Foundation will sublease the Building and Parking to St. Luke Foundation, Inc. who will, at its sole expense, construct improvements which, upon the termination of the Agreement and acceptance by LSU, will be donated to LSU in accordance with the Agreement. St. Luke's Foundation will use the Building as a nursing home facility. This adaptive reuse of the Building will improve the financial position of LSUHSC-NO by providing rental income from, and reducing expenses of, this lightly used facility and will provide eldercare and geriatric real-world training for our students, part-time employment to both our students and faculty, and potentially a contract for dining services.

3. Review of Business Plan

Not applicable

4. Fiscal Impact

Lease of the space in the Building, pursuant to the Agreement, will provide a source of revenue to LSUHSC-NO for currently underutilized space. The rent is expected to be approximately \$619,599.50 per year. The improvements are expected to be valued at approximately \$215,980.00 to the Building, in exchange for which LSUHSC-NO will grant an equivalent credit against the Rent to be prorated in equal monthly payments over the first two (2) years of the Agreement term. In addition, the Foundation will also assist the university and student body in recruiting

LSUHSC-NO Nursing, Allied Health, Public Health and Medical students and other qualified LSU students to apply for part time job opportunities at the nursing home. The Foundation will also work with the Deans, Faculty and School administration in forming academic training programs in the fields of elder care and geriatric care to train students for potential future job opportunities. The Foundation will act as point for other service or joint operation opportunities between the University and St. Luke's. For services performed by the Foundation, the Board will pay a management fee to the Foundation in the amount of \$110,000 per year, which shall be credited against the Rent, as noted below:

	<i>SF</i>	<i>Price/SF/Year</i>	<i>Annual</i>	<i>2-year total</i>
<i>Foundation to LSU Payments - Total</i>			401,609.50	803,219.00
Base Rent (includes utilities)	43317	14.3	619,559.50	1,239,119.00
Construction Credit to Foundation			-107,990.00	-215,980.00
Management Fee			-110,000.00	-220,000.00
<i>St. Luke Payment to Foundation - Total</i>			511,609.50	1,023,219.00
<i>Base Rent</i>	<i>43317</i>	<i>8.31</i>	<i>360,000.00</i>	<i>720,000.00</i>
<i>Utilities</i>	<i>43317</i>	<i>3.50</i>	<i>151,609.50</i>	<i>303,219.00</i>

**note 1. St. Luke will be making Capital improvements in the estimated amount of \$107,990.00 (equivalent to \$2.49/sf)*

**note 2. Appraisal value is \$19/sf full service gross. Rent is discounted due to improvements that are necessary to convert the current dormitory into a nursing facility, the less than ideal floor plan of the current dormitory, and less than ideal location when compared to buildings included in the analysis of comparable properties (page 18 of Market Rental Analysis).*

To comply with the Board's General Bond Resolution, adopted January 21, 2000 (as supplemented, the "Bond Resolution") relating to its Revenue Bonds (Louisiana State University Health Sciences Center Projects), the revenues derived by the Board from the Agreement will be deemed to be "Dedicated Revenues" within the meaning of the Bond Resolution. CEA Indemnification Article X includes protections for any impact from loss of accreditation and State licensing requirements.

5. Description of Competitive Process

Not applicable

6. Review of Legal Documents

State/Sponsor document

7. Parties of Interest

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

8. Related Transactions

None

9. Conflicts of Interest

None

10. Attachments

1. Cooperative Endeavor Agreement
2. Letter from Chancellor Larry Hollier, M.D.
3. 450 South Claiborne Avenue Market Rental Analysis

RESOLUTION

"NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the President of LSU, or his designee or successor to approve the Cooperative Endeavor Agreement with the LSU Health Foundation, New Orleans (the "Foundation") for portions of the Stanislaus Hall (the "Building") and use of portions of the Ground Parking Lot, pursuant to which the Board of Supervisors will lease to the Foundation portions of the Building and grant to the Foundation the right to sixteen (16) parking spaces on the surface lot located adjacent to the Leased Premises along Gravier Street, three (3) parking spaces located near the S. Claiborne side entrance of the Leased Premises (the "Parking") for the purpose of constructing certain improvements thereto and subleasing the Building and assigning the right to utilize the Parking to St. Luke's Foundation for use as a nursing home facility (collectively, the "Project").

BE IT FURTHER RESOLVED that the President of LSU, or his designee or successor, be and he is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, in consultation with General Counsel, to include in the project any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors.

BE IT FURTHER RESOLVED that the revenues derived by the Board from the Agreement shall be deemed to be "Dedicated Revenues" within the meaning of that certain General Bond Resolution adopted by the Board on January 21, 2000, as supplemented, relating to its Revenue Bonds (Louisiana State University Health Sciences Center Projects).

COOPERATIVE ENDEAVOR AND LEASE AGREEMENT

This Cooperative Endeavor and Lease Agreement (“Agreement”) is made and entered into as of the Effective Date (as defined herein) by and between

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (together with its successors and assigns, “LSU” or “BOARD”), herein represented by the duly authorized President (defined herein), duly authorized by a resolution of the BOARD, a copy of which is attached hereto as Exhibit “A” and made a part hereof, with a principal office located at and a mailing address of Office of the President, Louisiana State University, 3810 W. Lakeshore Drive, Room 107, Baton Rouge, Louisiana 70808, herein appearing for the benefit of the Louisiana State University Health Sciences Center - New Orleans (“LSUHSC-NO”); and

LSU HEALTH FOUNDATION, NEW ORLEANS, a private Louisiana nonprofit organization (together with its successors and assigns, "FOUNDATION") herein represented by its duly authorized President and Chief Executive Officer, duly authorized by a resolution of the Board of Directors of the FOUNDATION, a copy of which is attached hereto as Exhibit “B,” and made a part hereof, with a principal office located at 2000 Tulane Avenue, New Orleans, Louisiana 70112;

The BOARD and THE FOUNDATION are sometimes referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, LSU is a public constitutional corporation organized and existing under the laws of the State of Louisiana (“State”); and

WHEREAS, the Louisiana State University Health Sciences Center–New Orleans (“LSUHSC-NO”) is a public institution of higher education under the supervision and management of LSU located in New Orleans, Louisiana; and

WHEREAS, the FOUNDATION is a private nonprofit Louisiana corporation and is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), the tax exempt purpose of which is to support the mission and programs of LSUHSC-NO; and

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

WHEREAS, pursuant to La. Const. Art. VII, §14(C) and Louisiana Revised Statutes 17:3361, *et seq.*, the BOARD is authorized to enter into cooperative endeavor agreements with a nonprofit corporation such as the FOUNDATION and to lease to the FOUNDATION any portion

of the grounds or campus of any college or university or other immovable property under its supervision and management; and

WHEREAS, the BOARD is the owner of that certain structure known as Stanislaus Hall, Building ID# 0173, located at municipal street address 450A S. Claiborne Avenue, New Orleans, LA 70112 and located on the campus of LSUHSC-NO in New Orleans, Louisiana, Site ID # 1-36-69, the locations of which structure and the associated parking area are reflected on Exhibit "C" ("Stanislaus Hall"); and

WHEREAS, the BOARD is the owner of a certain Gravier Street Parking Garage ("Garage") located in close proximity to Stanislaus Hall, and more particularly reflected on Exhibit "C" hereto, LSU desires to lease to the Leased Premises (defined herein), and LSU and the FOUNDATION desire for the FOUNDATION to use portions of the Garage during the Term of this Agreement; and

WHEREAS, the FOUNDATION desires to sublease the Leased Premises to the St. Luke's Foundation, a Louisiana nonprofit corporation and an organization described in Section 501(c)(3) of the Code (together with its successors and assigns, "St. Luke's") which will construct or cause to be constructed improvements and modifications in Stanislaus Hall, all at the sole cost and expense of the FOUNDATION and/or St. Luke's and in accordance with design standards established by LSU and/or LSUHSC-NO, and LSU desires to grant the FOUNDATION and its assigns, including, without limitation, Sublessee (defined herein), limited rights of use and access in order to facilitate construction and operation pursuant to the terms of this CEA; and

WHEREAS, the improvements to be constructed by St. Luke pursuant to the terms of this CEA and a sublease between the FOUNDATION and St. Luke (the "St. Luke's Sublease") will be donated by the FOUNDATION to LSU upon the termination of this CEA and in accordance with the terms of this Agreement and applicable LSU Policies and Procedures (defined herein); and

WHEREAS, the mission of LSUHSC-NO is to provide education, research, and public service through direct patient care and community outreach and its educational programs prepare students for careers as health care professionals and scientists; and

WHEREAS, the FOUNDATION desires to use or cause to be used certain areas located on floors 1, 2 and 6 through 10 of the Stanislaus Building, as depicted in Exhibit "C" ("Leased Premises") to provide nursing home services to its residents therein as well as to provide nursing home education opportunities to the students and faculty of the LSUHSC-NO; and

WHEREAS, the FOUNDATION and the BOARD, on behalf of LSUHSC-NO, support building a new model for the relationship between a major nursing home provider and health sciences center and its teaching programs, and that this new model will provide nursing home residents with a new environment of care that optimizes the use of all resources; and,

WHEREAS, the FOUNDATION's use of the Leased Premises will be of great benefit to LSUHSCNO and to LSU because of the added educational experiences for both faculty and students and to generate additional revenues for LSUHSC-NO;

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

**ARTICLE I.
DEFINITIONS**

Section 1.1 The terms used in this Agreement shall, for all purposes of this Agreement, have the meanings specified below:

"Agreement" means, in its entirety, this Cooperative Endeavor and Lease Agreement for Stanislaus Building (State ID # 09928) for the lease of the Leased Premises for the construction and continued operation by or on behalf of the FOUNDATION as a Nursing Home.

"Applicable Laws" means all laws, statutes, rules, regulations, zoning ordinances, resolutions and orders of any Governmental Authority applicable to the Parties and substantially affecting the ability of the Parties to meet their obligations hereunder; provided, however, that this definition shall not be interpreted as waiving protections granted to any Party against future laws impairing the obligations of contracts between the Parties and/or any third Parties.

"Architect" means any architect or other design professional, including their permitted successors and assigns, engaged by THE FOUNDATION to perform architectural or design services with respect to any phase of the design and/or construction and renovation of the Improvements or any substitute or successor architect or other design professional engaged by the FOUNDATION.

"Board" means Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and its successor and assigns.

"Bonds" means the \$12,830,000 original aggregate principal amount of Revenue Refunding Bonds (Louisiana State University Health Sciences Center Projects) Series 2013 issued by the BOARD for the benefit of LSUHSC-NO and any bonds issued on a tax-exempt basis to refund such Series 2013 Bonds.

"Buildout Credit" shall have the meaning assigned thereto in Section 2.2(C) hereof.

"Business Day" means any day other than (i) a Saturday, (ii) a Sunday, or (iii) any other day on which the BOARD or LSUHSC-NO is authorized to close or is closed.

"Campus" means the LSUHSC-NO campus located in New Orleans, Orleans Parish, Louisiana.

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

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

"Contractor" means the contractor or contractors selected by the FOUNDATION and/or the Sublessee to construct the Improvements and their permitted successors and assigns.

"Environmental Laws" - all federal, State and local laws, ordinances, regulations and common law principles relating to the protection of the environment or the keeping, use, abatement, remediation, disposal, human health or natural resources or the generation, transportation, treatment, storage, disposal, recycling, keeping, use, or disposition of Hazardous Materials, substances, or wastes, presently in effect or adopted after the Effective Date, including, without limitation, all amendments to Environmental Laws and all rules and regulations under any Environmental Laws.

"Effective Date" means the day of , 2021.

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

"FOUNDATION" means the LSU Health Foundation, New Orleans, a Louisiana nonprofit corporation, and its permitted successors, assigns and sublessees.

"Foundation Party" means, individually and/or collectively, as the context may require, FOUNDATION and Sublessee.

"Garage" means that structure with Building ID# 0171, with street address 1661 Gravier Street, New Orleans, LA 70112 and located on the campus of LSUHSC-NO in New Orleans, Louisiana, Site ID # 1-36-69, and reflected on Exhibit "C" hereto as "Garage."

"Governmental Authority" means 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.

"Hazardous Substance" means any pollutants, contaminants, flammables, explosives, radioactive materials, hazardous wastes, substances, chemicals or materials, toxic wastes, substances, chemicals, or materials or other similar substances, petroleum products or derivatives,

or any substance subject to regulation by or under Environmental Laws, including asbestos, asbestos-containing materials, materials presumed by law to contain asbestos, polychlorinated biphenyls (“PCBs”), petroleum, petroleum byproducts (including but not limited to, crude oil, diesel, oil, fuel oil, gasoline, lubrication oil, oil refuse, oil mixed with other waste, oil sludge, and all other liquid hydrocarbons, regardless of specific gravity), natural or synthetic gas products, infectious wastes, radioactive materials, and/or any hazardous or toxic substance, chemical or material, or any other environmentally regulated substance or material, waste, pollutant or contaminant, defined as such or regulated by any Environmental Laws.

“**Improvements**” means any construction and renovations constructed by or on behalf of the FOUNDATION on the Leased Premises in accordance with the Plans and Specifications and the terms of this Agreement and made pursuant to Article V hereof.

“**Initial Term**” means the initial one (1) year term of this Agreement.

“**Leased Premises**” means those portions of the Stanislaus Building on Floors one, two, and six through ten that are reflected as shaded and cross-hatched on Exhibit "C" attached hereto *in globo* and marked "Lease Area," containing approximately 43,317 square feet and that are leased by the BOARD to the FOUNDATION pursuant to this Agreement.

“**LSUHSC-NO**” means the Louisiana State University Health Sciences Center – New Orleans, a campus and academic center of LSU located in New Orleans, Louisiana, focused on health sciences, and housing six schools including: (1) the LSU School of Medicine, (2) LSU School of Allied Health Professionals, (3) LSU School of Dentistry, (4) the LSU School of Graduate Studies, (5) the LSU School of Nursing, and (6) the School of Public Health, and its successors and assigns.

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

“**LSU Policies and Procedures**” means bylaws, policies, procedures, rules, guidelines or other requirements and/or directives implemented by the BOARD or LSUHSC-NO and in effect from time to time.

“**LSU Representative**” means the Associate Vice President, Facilities and Property Oversight for the BOARD (including any permanent or interim officer of any successor office) or his/her designees.

“**Management Fee**” shall have the meaning assigned thereto in Section 2.2(D) hereof.

“**Nursing Home**” means the nursing home facility operated in and on the Leased Premises by the Foundation Party.

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

“**Payment and Performance Bonds**” means payment and performance bonds required in connection with performance of the Work and described in Section 6.1(d) of this Agreement.

“**Permitted Use**” means the renovation and use of the Leased Premises by the FOUNDATION and/or Sublessee for the provision of nursing home services.

“**Person**” means any natural person, firm, joint venture, association, partnership, limited liability company, business trust, corporation, public body, agency or political subdivision thereof or any other similar entity.

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

“**President**” means the President of LSU and shall include any permanent or interim officer or any successor office.

“**Property**” means, collectively, the Leased Premises, the Common Areas and those portions of the LSUHSC-NO campus to which rights of use and access are necessary for the FOUNDATION to perform the Work and conduct Permitted Use in the Leased Premises as contemplated by Sections 2.1 and 6.1(F) hereof.

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

“**Renewal Term(s)**” means one or more additional one (1) month terms as provided in Section 4.1.

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

“**Stanislaus Hall**” means that certain structure designated as Building ID No. 00522. Located on the campus of LSUHSC-New Orleans in New Orleans, Louisiana, Site ID No. 1-36-69, which structure is reflected on Exhibit "C" hereto as "Stanislaus Hall." It has a municipal street address of 450A S. Claiborne Avenue, New Orleans, Louisiana 70112.

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

"**St. Luke's**" shall mean St. Luke's Foundation, a Louisiana nonprofit corporation and an organization described in Section 501(c)(3) of the Code, and its successors and assigns.

"**St. Lukes's Sublease**" means the agreement pursuant to which the FOUNDATION subleases the Leased Premises to St. Luke's.

"**Sublease**" means any agreement pursuant to which the FOUNDATION subleases the Leased Premises to a Sublessee, including, without limitation, the St. Luke's Sublease.

"**Sublessee**" means any Person to whom the Leased Premises is subleased by the FOUNDATION pursuant to a Sublease in accordance with the provisions hereof, including, without limitation, St. Luke's, and its successors and assigns.

"**Substantial Completion**" means the date or dates on which (a) the Architect has certified to the FOUNDATION that the Work (or, if approved by the LSUHSC-NO Construction Monitor and the LSU Representative, any portion of the Work) has been completed substantially in accordance with the Plans and Specifications, subject to customary punch list items remaining to be completed, (b) the LSUHSC-NO Construction Monitor and the LSU Representative have given written approval of the Architect's certificate, which approval shall not be unreasonably delayed, withheld or conditioned, and (c) governmental certificates and approvals required to allow beneficial use and occupancy of the Improvements have been obtained, including, but not limited to, a Certificate of Occupancy (whether temporary or final) and State Fire Marshal approval.

"**Taking**" means the actual or constructive condemnation, expropriation or the actual or constructive acquisition by condemnation, expropriation, eminent domain or similar proceeding by or at the direction of any Governmental Authority or other Person with the power of eminent domain.

"**Tax Compliance Certificate**" means that certain Tax Compliance Certificate dated September 4, 2013, executed and delivered by the BOARD in connection with the issuance of the Bonds.

"**Term**" means, collectively, the Initial Term and all Renewal Term(s).

"**Work**" means all work and activities required to be undertaken by or on behalf of the 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 all facilities and all necessary utility placements, relocations, tie-ins and upgrades.

ARTICLE II. LEASE OF PREMISES

Section 2.1 Lease. For and in consideration of payment of Rent as set forth in Section 2.2, the BOARD hereby leases the Leased Premises to the FOUNDATION for the Term, and

hereby grants to the FOUNDATION such rights of use and access as are necessary for the FOUNDATION to perform the Work and conduct Permitted Use in the Leased Premises.

Section 2.2 Rent. The FOUNDATION shall pay Rent to the BOARD for the lease of the Leased Premises as follows:

A. FOURTEEN AND 30/100 DOLLARS (\$14.30) per square foot annually for the space in the Leased Premises for all space leased by the FOUNDATION for a total of SIX HUNDRED NINETEEN THOUSAND FIVE HUNDRED NINETY-NINE AND 50/100 DOLLARS (\$619,599.50) per year plus other good and valuable consideration.

B. Rent shall be due and payable in advance beginning on November 1, 2021 ("Rent Commencement Date") in equal monthly installments of FIFTY-ONE THOUSAND SIX HUNDRED THIRTY-THREE AND 29/100 DOLLARS (\$51,633.29) each, on the first day of every month to LSUHSC-NO, and delivered to the following location: Associate Vice Chancellor of Finance, LSU Health Sciences Center, 433 Bolivar Street, Suite 811, New Orleans, LA 70112.

C. The Parties hereto agree that BOARD will credit the FOUNDATION an amount toward the payment of Rent equal to the documented amount of costs incurred and expenditures actually made by the FOUNDATION after the Effective Date of this Agreement for Improvements made pursuant to Plans and Specifications approved by the LSU Representative not to exceed a total of TWO HUNDRED FIFTEEN THOUSAND NINE HUNDRED EIGHTY AND NO/100 DOLLARS (\$215,980.00) in credit ("Buildout Credit"). The Buildout Credit shall be applied in equal monthly payments amortized over a two (2) year period in the amount of Eight Thousand Nine Hundred Ninety-Nine and 00/100 Dollars (\$8,999.17) until the entirety of the TWO HUNDRED FIFTEEN THOUSAND NINE HUNDRED EIGHTY AND NO/100 DOLLARS (\$215,980.00) is reached or until this Agreement terminates, whichever occurs first. Should the Agreement terminate prior to the two (2) year period, any remaining Buildout Credit shall be applied to the final payment(s).

D. In addition to the Buildout Credit, the BOARD will provide a management fee to the FOUNDATION for services performed in the amount of NINE THOUSAND ONE HUNDRED SIXTY-SIX AND 67/100 DOLLARS (\$9,166.67) per month for a period of (2) two years (the "Management Fee"). The services include but are not limited to the FOUNDATION structuring, negotiating, managing, and overseeing the Sublease and the Improvements, the relationship and operations of the Nursing Home. The FOUNDATION will also assist LSUHSC-NO and its student body in recruiting Nursing, Allied Health, Public Health and Medical students and other qualified students to apply for part time job opportunities at the Nursing Home. The FOUNDATION will also work with the Deans, Faculty and School administration in forming academic training programs in the fields of elder care and geriatric care to train students for potential future job opportunities. The FOUNDATION will act as point for other service or joint operation opportunities between LSUHSC-NO and Sublessee.

E. If the initial month or the last month of the Term is a partial month, the monthly Rent amount in 2.2 A shall be prorated based on the number of days subject to this Agreement.

F. Notwithstanding anything herein, if Sublessee fails to pay rent under the Sublease on or before the Rent Commencement Date, the Rent Commencement Date will be delayed until Sublessee makes its first rent payment under the Sublease.

Section 2.3 Furnishings. The lease of the Leased Premises includes any furnishings or equipment located on or in the Leased Premises as of the Effective Date.

Section 2.4 Additions to Leased Premises. The BOARD and the FOUNDATION acknowledge that in the future it may be necessary to amend this Agreement to add square footage to the Leased Premises. In the event the Parties agree to amend the definition of Leased Premises to add to the Leased Premises, any contract adjustments, such as to the amount of square feet rented, shall be agreed to by the Parties as a part of the Amendment. All additions to the Leased Premises shall be effected by addendum to this Agreement and may be approved on behalf of BOARD by the LSU President. The Rent to be paid by the FOUNDATION to the BOARD for the additional square footage shall be at the then current rate for comparable space in the Leased Premises.

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

Section 2.6 Parking. In addition to the Lease of the Leased Premises, as further consideration for the payment of Rent by the FOUNDATION to the BOARD, the FOUNDATION shall have access to sixteen (16) parking spaces on the surface lot located adjacent to the Leased Premises along Gravier Street, three (3) parking spaces located near the S. Claiborne side entrance of the Leased Premises. Additional spaces at the Garage, reflected as the "Gravier Garage" on Exhibit "C" hereto, shall be addressed in a separate agreement.

Section 2.7 Sublease of Leased Premises. The FOUNDATION may sublease the Leased Premises to Sublessee on such terms and conditions as the FOUNDATION and Sublessee shall agree ; however, the Sublease shall be subject to the provisions of this Agreement as though this Agreement were fully set forth in the Sublease and the FOUNDATION shall comply or cause Sublessee to comply with the provisions of this Agreement in all respects. For the avoidance of doubt, (i) LSU acknowledges and agrees that performance by or on behalf of Sublessee of any obligation hereunder to be performed by or on behalf of FOUNDATION shall satisfy the obligations of FOUNDATION hereunder and (ii) FOUNDATION acknowledges and agrees and shall cause Sublessee to acknowledge and agree in any Sublease that all provisions of this Agreement, including, without limitation, any requirements and any prohibitions, are applicable to the Sublessee as though fully set forth in the Sublease.

ARTICLE III
AGREEMENT TO CONSTRUCT AND DONATE IMPROVEMENTS

Section 3.1 Improvements. The FOUNDATION may construct the Improvements in accordance with the Plans and Specifications at the FOUNDATION's sole and exclusive cost and expense, and shall donate the Improvements to the BOARD upon termination of this Agreement in accordance with LSU Policies and Procedures. It is estimated that the total cost of the Improvements, including both construction and design, will be approximately TWO HUNDRED FIFTEEN THOUSAND NINE HUNDRED EIGHTY AND NO/100 DOLLARS (\$215,980.00), all of which cost and expense shall be paid by the FOUNDATION. The amount estimated for cost and expense may be increased with the written consent of the FOUNDATION and the LSU Representative, subject to the requirements of Subsections 6.1(a) hereof; provided, however, that any such increase shall not increase the total amount of credit toward the Rent set forth in Section 2.2(c) hereof.

ARTICLE IV
TERM

Section 4.1 Agreement Term. The Term shall commence on the Effective Date and shall continue and remain in full force and effect a total term of one (1) year and shall be automatically renewed for successive additional one (1) month term(s) unless either Party give fifteen (15) days' advance written notice to the other of its intent not to renew; provided, however, that the Initial Term and all Renewal Terms together shall not exceed five years.

ARTICLE V.
USE OF LEASED PREMISES

Section 5.1 Permitted Use. Except with the prior, written consent of the LSU Representative, the FOUNDATION shall allow the Leased Premises to be used only for construction of the Improvements and to operate a Nursing Home.

Section 5.2 Prohibited Uses. The FOUNDATION shall not use the Leased Premises for the sale, distribution, storage, transportation or handling of petroleum or other similar synthetic

products. The FOUNDATION shall not make any use of the Leased Premises in violation of any Applicable Laws and shall not permit any contamination or pollution on or about the Leased Premises or increase the fire or insurance hazard by any use thereof.

Section 5.3 Permits. Before beginning any Work on the Leased Premises, the FOUNDATION shall cause to be obtained any permits required by the State of Louisiana, the Parish of Orleans and the United States of America or any of their agencies, subdivisions, or departments and otherwise as required by Applicable Laws.

Section 5.4 Prior Approval. The FOUNDATION shall not install or otherwise place storage tanks in or on the Leased Premises without the LSU Representative's prior written consent which, in addition to any other conditions required by the LSU Representative, shall be subject to the condition that any such tanks shall be located on a concrete slab and shall be surrounded by a retaining wall that will retain the products stored in the tanks in the event of any spill, discharge, leak, overflow, or other release.

Section 5.5 Environmental. Except in conformity with applicable Environmental Laws and regulations, the FOUNDATION shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of, on or in the Leased Premises, Stanislaus Hall or the Ground Parking Lot (collectively the "Property") by the FOUNDATION, or by FOUNDATION's Sublessees, agents, employees, contractors, customers, patients, permittees or invitees, other than those Hazardous Substances usually and customarily used in a normal nursing home; provided that such Hazardous Substances are used, stored, generated, maintained, disposed, processed, produced or made in compliance with all Applicable Laws. The FOUNDATION shall dispose and remove of all Hazardous Substances and waste at its own expense, provided however, the BOARD shall have the right to require that the FOUNDATION engage, at the FOUNDATION's sole expense, a contractor approved by the BOARD to dispose of all Hazardous Substances and waste used, stored, generated or disposed of on the Property. If Hazardous Substances are used, stored, generated, or disposed of, on or in the Property during the Term of this Agreement or otherwise as a result of the action of the FOUNDATION or its Sublessees, agents, employees, representatives, contractors, customers, patients, permittees or invitees, the FOUNDATION shall indemnify and hold harmless the BOARD from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the Property, or any neighboring lands or structures owned by the BOARD, damages caused by losses or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant, and expert fees) arising during or after the Term and arising as a result of that use or contamination by the FOUNDATION or its agents, employees, representatives, contractors, customers, patients, permittees or invitee. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any clean-up, removal, or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the foregoing, if the FOUNDATION or its agents, employees, representatives, contractors, customers, patients, permittees or invitees, cause or permit the presence of any Hazardous Substance on the Property that results in contamination, the FOUNDATION shall promptly, at its sole expense, take any and all necessary actions to return the Property to the condition existing prior to the presence of any such Hazardous

Substance on the Property. The FOUNDATION shall first obtain the BOARD's approval for any such remedial action.

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

Section 5.6 Private Business Use; Tax Compliance Certificate. The FOUNDATION hereby acknowledges that it has received a copy of, and is familiar with, the Tax Compliance Certificate, particularly Sections 7(d) and (e) thereof, and has provided, or will provide, a copy of the Tax Compliance Certificate to any Sublessee. The FOUNDATION agrees, and the FOUNDATION shall cause any Sublease to provide, that, for so long as any Bonds are outstanding, (i) Foundation Party shall not use, nor permit the use of, the Leased Premises in any manner which could adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds and (ii) any lease, management contract, consulting contract or other arrangement for the use of the Leased Premises by a non-Exempt Person (as defined in the Tax Compliance Certificate) shall satisfy the safe harbor guidelines set forth in U.S. Treasury Regulation 1.141-3 and in I.R.S. Rev. Proc. 97-13 or subsequent applicable guidelines.

ARTICLE VI CONSTRUCTION

Section 6.1 Improvements. At its sole cost and expense, the FOUNDATION shall cause the construction of the Improvements in a good and workmanlike manner, in accordance with the following provisions:

A. Plans and Specifications/Change Orders. At least thirty (30) days prior to commencement of construction of any Improvement, proposed final plans and specifications approved by the LSUHSC-NO Construction Monitor shall be delivered to the LSU Representative for review. The LSU Representative shall approve or disapprove such proposed final plans and specifications in writing within thirty (30) days of receipt thereof. After approval by the LSU Representative, any change in Work and materials relating to construction of the Improvements which either (1) materially alters the nature or quality of the Improvements and costs more than TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), or (2) materially alters the structure of the Leased Premises and costs more than TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00), is subject to the prior review and approval of the LSU Representative, which approval shall not be unreasonably withheld, delayed or conditioned. The 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 the FOUNDATION. If the LSU Representative fails to respond within such seven (7) day period, it shall be deemed that LSU disapproves such changes. Notification to the LSU Representative shall include copies of proposed change orders approved by the Contractor, the Architect, the FOUNDATION and the LSUHSC-NO Construction Monitor, and shall further include sufficient information for the LSU Representative to make a determination whether to

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

B. Commencement and Completion of Work. Unless delayed by *Force Majeure*, the FOUNDATION agrees, at its own expense, to: (1) commence the Work on the Leased Premises within sixty (60) days after the LSU Representative has given written approval of the notice to proceed; and (2) make best reasonable efforts to achieve Substantial Completion of the Work within a reasonable period thereafter. No Work shall commence until the LSU Representative has given written consent to the notice to proceed and written approval to the final proposed plans and specifications. The commencement and completion dates set forth herein may be extended by a written request issued by the FOUNDATION and approved in writing by the LSU Representative.

C. Construction Contract. The Work shall be performed on behalf of the FOUNDATION pursuant to the terms of the Construction Contract, and the FOUNDATION shall comply with all requirements of La. R.S. 9:4801. The 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 Construction Contract within ten (10) days of receipt from the FOUNDATION. Proper notice of the Construction Contract and Payment and Performance Bonds shall be recorded properly in the mortgage records of Orleans Parish prior to commencement of the Work. The FOUNDATION shall include a liquidated damages clause acceptable to the LSU Representative in the proposed Construction Contract. No change or change order to the Construction Contract which materially and substantially deviates from the Construction Contract as originally approved shall be implemented without the prior written consent of the LSU Representative. The BOARD and the 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:

(ii) The Work will be performed solely and exclusively for the Foundation Party.

(iii) The Foundation Party is a separate legal entity from LSUHSC-NO and the BOARD. It is not acting as agent for LSUHSC-NO or BOARD, and the Foundation Party has no authority to obligate LSUHSC-NO or BOARD to any extent whatsoever.

(iv) None of the BOARD, LSUHSC-NO, or the State shall be liable, directly or indirectly, for the payment of any sums whatsoever or for the performance of any other obligation whatsoever arising out of the Work performed pursuant to this Agreement.

(v) The Foundation Party has no ownership interest in the Leased Premises on which the Work will be performed. Any improvements placed on the Leased Premises shall become property of BOARD upon termination of this Agreement in accordance with Article IX hereof. The Work shall not give rise to any rights against the Leased Premises, the BOARD or LSUHSC-NO.

(vi) It is understood and agreed that the BOARD, its members, employees and agents, including, but not limited to, the LSU Representative and the LSUHSC-NO Construction Monitor, shall owe no legal duty to or assume any liability or responsibility to or for any Person as a result of or in connection with any consent, approval or review given or undertaken in connection with the Work. No Person shall infer, based on any consent, approval or review given or undertaken by the BOARD, its members, employees and agents including but not limited to the LSU Representative and the LSUHSC-NO Construction Monitor, agreement with or endorsement of the particular matter at issue; rather, such consent, approval or review shall only be deemed to indicate “no objection” to the particular matter at issue.

D. Payment and Performance Bonds. The 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. Each of the FOUNDATION, the BOARD and LSUHSC-NO shall be an obligee under the bond(s).

E. Rights Concerning the Property during Construction. To the extent necessary, and the Contractor shall have the right to occupy and use the Leased Premises, with reasonable ingress to and egress from the Leased Premises, during the term of this Agreement and, with the prior written consent of LSUHSC-NO Construction Monitor, shall fence or block off that area of the Property necessary to perform the Work in a safe and secure manner. The FOUNDATION assumes all responsibility for the condition of the Leased Premises during the Term of this Agreement. The FOUNDATION and the Contractor shall maintain the Leased Premises and any improvement or construction thereon in a reasonably prudent manner at all times during the Term. The BOARD shall not be responsible for the construction of any Improvement or Work. Furthermore, the BOARD shall not be responsible for any maintenance or repairs to the Leased Premises or the Work during the Work. The LSUHSC-NO Construction Monitor and the LSU Representative and any other individuals authorized by the LSU Representative shall at all times have access to the Leased Premises and the exercise of all rights as owner except as otherwise provided herein, even those not specifically acknowledged herein. The FOUNDATION accepts the Leased Premises in its present condition for the purposes herein outlined without any warranty of fitness, condition, title or recourse whatsoever against the BOARD, and no repairs, replacements, additions, alterations, improvements, reconstruction or remodeling of any kind or nature shall be due by BOARD on or with respect to the Leased Premises except as provided in Article VIII hereof.

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

G. LSU Policies and Procedures; Access During Construction. The FOUNDATION agrees that it will comply with all LSU Policies and Procedures with regard to all contractors and personnel entering the Property for purposes of construction, which LSU Policies and Procedures will be addressed at the pre-construction conference, and the FOUNDATION will secure, at its own expense, all necessary permits and licenses from all regulatory agencies or bodies. The FOUNDATION shall make these same requirements of the Contractor. At all times during the Work, the LSUHSC-NO Construction Monitor, the LSU Representative and any individuals authorized by the LSU Representative shall have the right, but not the obligation, to enter the Leased Premises and review the Work to determine that it is being performed in compliance with the Plans and Specifications and in a good and workmanlike manner.

H. Acceptance of Work. The FOUNDATION and the 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. The FOUNDATION will not accept the Work without the written approval of the LSU Representative. The 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. Final payment shall not be made to the Contractor until the LSU Representative agrees in writing that the Punch List items have been completed.

I. Funds for Construction. At the LSU Representative's request, prior to the commencement of Work, the 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. If the LSU Representative determines that outside expertise is needed to review a financing plan, FOUNDATION shall reimburse the BOARD or LSUHSC-NO the reasonable cost of employing such experts.

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

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

L. No Liens; Release of Recorded Liens. The FOUNDATION shall not suffer or permit any liens to be enforced against the Leased Premises or the BOARD by reason of a failure to pay for any work, labor, services or materials supplied or claimed to have been supplied to the FOUNDATION or to anyone through or under the FOUNDATION. If any such liens shall be recorded against the Leased Premises, the 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, the FOUNDATION shall be privileged to do so but, in such case, the FOUNDATION shall promptly deposit with the Recorder of Mortgages of Orleans Parish a bond guaranteeing payment of any such liens and hereby agrees to indemnify, defend with an attorney of the LSU Representative's choice, and save the 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.

M. To the extent that such terms are available on commercially reasonable terms, Foundation shall obtain guaranties and warranties in connection with the Improvements against all defects in materials and workmanship (for a period of one year following final completion of the Work) and all appliances and equipment (for the length of the manufacturers' warranties):

Section 6.2. Signage. Before erecting or placing any sign upon the Leased Premises or the Improvements, the FOUNDATION shall submit the design specifications of such sign to the LSU Representative for approval. The FOUNDATION may only erect or place signage hereunder if it has obtained the prior written approval of the LSU Representative.

ARTICLE VII. INSURANCE

Section 7.1. Insurance during Construction. Unless otherwise approved in writing by the LSU Representative, during the Work, FOUNDATION shall maintain or require the Contractor to maintain the following:

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

commencement of any Work. The policy shall include coverage for the insurable interests, if any, of the BOARD, LSUHSC-NO, the FOUNDATION, Contractor and any subcontractors as their interests may appear.

B. General Liability and Property Damage Insurance. The FOUNDATION and its Contractors, before commencing any Work, shall procure such comprehensive liability and property damage insurance, including insurance for the operation of motor vehicles, which will cover the FOUNDATION's, the BOARD's, Contractor's and the Architect's legal liability arising out of the Work performed by the 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. The FOUNDATION shall also require its contractors and subcontractors to have in full force and effect a policy of workers' compensation and employer's liability insurance before proceeding with the construction under this Agreement. Written evidence of such insurance shall be provided to the LSU Representative prior to commencement of the Work.

C. Architect's Design, Errors and Omissions. Upon execution of this Agreement, 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 the BOARD shall be named as an additional insured on said policy.

Section 7.2. FOUNDATION's Insurance during the Term. Throughout the Term, the FOUNDATION shall at all times maintain or cause to be maintained, with respect to the Leased Premises and the Improvements, insurance in the following types and amounts. Such insurance shall be with insurance companies duly licensed to do business in the State of Louisiana and bearing a rate of A+XV in the latest Best Casualty Insurance Reports.

TYPE	AMOUNT
Commercial General Liability Insurance for the following where the exposure exists: (a) Property-operations (b) broad form lease liability (c) Products and Completed operations (d) use of Contractors and subcontractors (e) personal injury (bodily injury and death) (f) broad form property damage (g) explosion, collapse and underground property damage (h) independent Contractors (i) sprinkler leakage legal liability	Limits in an amount not less than: \$2,000,000.00 per occurrence; \$5,000,000.00 General Aggregate; and \$5,000,000.00 Products & Completed Operations Aggregate; less a commercially reasonable deductible. "Claims Made" form is not acceptable.

TYPE	AMOUNT
Business Automobile Liability Insurance for bodily injury and property damage, covering owned automobiles, hired automobiles and leased automobiles.	Combined single limit of One Million Dollars (\$1,000,000.00) per occurrence
Worker's Compensation & Employer's Liability Insurance	Limits as required by the Labor Code of the State of Louisiana and Employer's Liability coverage.
Business Interruption Insurance covering loss of rents by reason or total or partial suspension of, or interruption in, the operation of Leased Property caused by the damage thereof.	12 Months guaranteed rental revenue

Section 7.3. Insurance Policies. Unless otherwise approved by the LSU Representative in writing, the following requirements shall be applicable to insurance policies and coverages required pursuant to the terms of this Agreement:

A. Required Insurance Shall Be Primary. All insurance required hereby shall be primary as respects BOARD, its members, officers, employees and authorized agents. Any insurance or self-insurance maintained by the Louisiana Office of Risk Management and BOARD shall be excess and noncontributory of 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 therefore 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 SIRs. 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 Applicable laws, 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 the 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, any required insurance, shall not relieve the FOUNDATION from any liability or indemnification hereunder.

L. Additional Insureds. The FOUNDATION, the BOARD and the BOARD's 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 the 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. The 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 the FOUNDATION complies with the requirements of this Agreement, such insurance shall fulfill the requirements set forth herein.

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

ARTICLE VIII OPERATION, MAINTENANCE, REPAIRS, SECURITY AND OTHER SERVICES

Section 8.1. Permitted Use. The FOUNDATION shall procure and maintain all licenses, permits and accreditation, if any, required for the FOUNDATION's use of the Leased Premises.

Section 8.2. Maintenance and Repair of Leased Premises.

A. Custodial. The FOUNDATION shall provide, at its sole cost and expense, janitorial and custodial services in the Leased Premises..

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

Section 8.3. Utilities. The BOARD agrees to be responsible for the cost of all utilities serving the Leased Premises, including electric power, water and sewer, but excluding IT and telephony, which will be the subject of a separate agreement between the BOARD and the FOUNDATION. If the FOUNDATION desires to install or use any equipment, trade fixtures, or fixtures using unusual amounts of electricity in the Leased Premises, then the FOUNDATION shall obtain the LSU Representative's approval of such item or items, and the BOARD, at its option, may require that the FOUNDATION pay a charge for said increased electricity usage equal to the estimated increases in the amount charged to the BOARD as a result of the FOUNDATION's use of any of the aforementioned items. Any such charge for additional electricity shall be paid by the FOUNDATION in monthly installments or, at the BOARD's option, upon demand.

Section 8.4. IT Equipment and Telephony. The provision of IT equipment, IT usage and telephony and telephone equipment shall be addressed by the Parties in a separate agreement.

Section 8.5. Return of Leased Premises at End of Term. At the termination of this Agreement, the FOUNDATION shall return the Leased Premises to the BOARD with all Improvements made by it in as good a condition as that in which it was received and/or completed, subject only to the normal wear and tear of a prudent use. The cost and expense of any repairs necessary to restore the condition of the Leased Premises shall be borne by solely by the FOUNDATION.

Section 8.6. Medical Waste. The FOUNDATION shall provide, at its sole cost, all medical waste disposal necessary for clinical operations.

**ARTICLE IX
DONATION OF IMPROVEMENTS AND TITLE TO IMPROVEMENTS**

Section 9.1. Donation of Improvements. The FOUNDATION shall donate the Improvements to the BOARD upon the termination of this Agreement in accordance with LSU Policies and Procedures. Furthermore, simultaneously with the donation of the Improvements to the BOARD, the FOUNDATION shall assign to the BOARD all remaining existing guarantees and warranties as set forth in Section 9.2 below. Unless otherwise agreed to in writing by the BOARD and the FOUNDATION, the Work shall not be donated to the BOARD until such events take place.

Section 9.2. Transfer of Ownership. Upon fulfillment of the conditions set forth in Section 9.1 hereof, the Improvements shall be donated to, and title and ownership to said Improvements shall be transferred to and shall become owned by the BOARD. Said donation shall occur concurrently with final fulfillment of the conditions set forth in Section 9.1, and, upon said donation, the FOUNDATION shall have no further responsibilities, obligations or liabilities with regard to the Improvements, Leased Premises or the Work except as otherwise specifically set forth in this Agreement. The FOUNDATION shall bear the risk of loss with respect to the Improvements until acceptance of the donation thereof by the LSU Representative. Furthermore, simultaneously with such donation, any remaining existing guarantees and warranties by the Contractor and suppliers of any equipment relating to the Improvements shall, to the extent permitted by Applicable Laws, be assigned to and shall run in favor of the BOARD, provided, however, the FOUNDATION itself shall make no warranty as to the condition of the Improvements. .

Section 9.3. Execution of Documents. Upon fulfillment of the conditions set forth in this Article VIII hereof the Parties agree to execute any and all documents necessary to effectuate the donation of the Improvements and the acceptance thereof on behalf of the BOARD. The Parties will record the donation and acceptance in the records of Orleans Parish.

**ARTICLE X
INDEMNIFICATION**

Section 1.2 Section 10.1. Indemnification by FOUNDATION. To the fullest extent allowed by Applicable Laws, the FOUNDATION, for itself and for its successors, assigns, agents, contractors, employees, invitees, lessees, sublessees, customers and licensees, agrees to indemnify, defend and to hold the BOARD harmless from and against any and all claims, liabilities, losses, damages, obligations, deficiencies, demands, judgments, fines, penalties, interest, suits, actions, causes of action, assessments, awards, costs and expenses (including, without limitation, all costs of litigation, including attorneys' fees) asserted against the BOARD by any third party for personal injury, illness, disease, death, economic loss, and/or loss of or damage to property resulting from

the negligence, gross negligence, willful or intentional misconduct, breach of express or implied warranties, breach of any other provision of this Agreement and/or strict liability of the FOUNDATION and/or its successors, assigns, agents, contractors, employees, invitees, lessees, sublessees, customers and licensees.

The FOUNDATION further agrees to indemnify, defend and to hold the BOARD harmless from and against any loss, damage and/or injury that may be suffered by the BOARD or by any person, including, but not limited to, the BOARD's agents, contractors, employees, invitees, lessees, sublessees, customers and licensees, and for any loss, damage and/or injury suffered to or by the Leased Premises, to the extent such loss arises out of or is related to the Work or the FOUNDATION's occupancy or use of the Leased Premises, or to the actions or inactions of the FOUNDATION's successors, assigns, agents, contractors, employees, invitees, lessees, sublessees, customers and licensees.

The FOUNDATION further agrees to defend the BOARD with an attorney of the BOARD's choice in any legal action against it and pay in full and satisfy any claims, demands or judgments made or rendered against the BOARD, and to reimburse the BOARD for any reasonable legal expenses, including reasonable attorney's fees and court costs, which may be incurred by it in defense of any claim or legal action arising thereunder, and repair any damages to the Leased Premises.

The BOARD accepts no responsibilities and/or obligations with regard to the safety and/or well-being of any resident, tenant or patient of Leased Premises. The FOUNDATION, therefore, agrees to indemnify, defend and to hold the BOARD harmless with regard to any and all claims, liabilities, losses, damages, obligations, deficiencies, demands, judgments, fines, penalties, interest, suits, actions, causes of action, assessments, awards, costs and expenses (including, without limitation, all costs of litigation, including attorneys' fees) asserted against the BOARD by any resident, tenant or patient of the Leased Premises.

ARTICLE XI FOUNDATION DEFAULT

Section 11.1. Default by FOUNDATION. The BOARD may declare the FOUNDATION in default upon one or more of the following events:

A. Failure to Timely Commence or Complete. Failure of the FOUNDATION to commence and/or complete the Work as set forth in this Agreement, within the time frame allowed, unless such time period has been mutually extended in writing by the LSU Representative and the 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. Breach of Agreement Covenants. Failure of the FOUNDATION to observe or perform any other covenant, condition or obligation upon its part to be observed or performed

under this Agreement for a period of thirty (30) days after receipt of written notice specifying such failure and requesting that it be remedied; or

C. Taking of Improvements. The Taking of the Improvements for the benefit of any Person other than BOARD; or

D. Involuntary Bankruptcy. A court having jurisdiction shall enter an order for relief in any involuntary case commenced against the 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 the FOUNDATION or any substantial part of the properties of the FOUNDATION or ordering the winding up or liquidation of the affairs of the FOUNDATION, and the continuance of any such decree or order not stayed and in effect for a period of ninety (90) consecutive days; or

E. Voluntary Bankruptcy. The commencement by the FOUNDATION of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or the consent or acquiescence by the 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 the FOUNDATION or any substantial part of the properties of the FOUNDATION; or

F. Abandonment of Project. The 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.

Section 11.2 Failure by FOUNDATION to Take Remedial Action. Whenever any event of default referred to in this section shall have occurred and be continuing and the 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, the BOARD shall have the right, in addition to any other rights the BOARD may have under Applicable Laws, without any further demand or notice, to declare this Agreement terminated. In the event of the termination of this Agreement, the FOUNDATION expressly waives any notice to vacate. Furthermore, in the event of the termination of this Agreement during the Work, the BOARD shall be the owner of all Improvements made on or to the Leased Premises, provided, however, at the BOARD's sole option and direction, in the event of the termination of this Agreement during the Work, the FOUNDATION shall transfer any Improvements constructed pursuant to the Agreement, its rights and obligations under this Agreement and any funds the FOUNDATION has dedicated to complete the construction of the Improvements (subject to applicable donor restrictions and the terms of any valid and perfected liens, pledges and security interests) to another nonprofit corporation or entity which meets the requirements of La. R.S. 17:3390 and which is acceptable to the BOARD.

Notwithstanding anything provided for herein, the recovery of any monetary damages due to a default for the failure of payment of Rent or any other monetary obligation by the

FOUNDATION herein, shall be limited to amounts the FOUNDATION is able to collect from Sublessee under the Sublease.

**ARTICLE XII
BOARD DEFAULT**

Section 12.1 Default by the BOARD. The FOUNDATION may declare the BOARD in default upon the failure of the BOARD to observe or perform any covenant, condition or agreement upon its part to be observed or performed under this Agreement for a period of thirty (30) days after receipt of written notice specifying such failure and requesting that it be remedied. If the default be continuing and BOARD has not taken any action reasonably anticipated to cure such default, in addition to any other remedies herein or by law provided, the FOUNDATION shall have the right, without any further demand or notice to declare this Agreement terminated and shall have no further obligation to perform any of the obligations of the FOUNDATION under this Agreement.

**ARTICLE XIII
MISCELLANEOUS**

Section 13.1 Nondiscrimination, Employment and Wages. Any discrimination by the FOUNDATION or its agents or employees on account of race, color, sex, age, religion, national origin or handicap, in employment practices or in the performance of the terms, conditions, covenants and obligations of this Agreement, is prohibited.

Section 13.2 Notices and Consents. Notices or communications to the BOARD or the FOUNDATION, and all necessary written consents or approvals required or appropriate under this Agreement shall be in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) registered or certified United States mail, postage prepaid, return receipt requested, or (d) sent via Facsimile or electronic mail, provided that acknowledgment of receipt thereof is received by the sending Party from the receiving Party, addressed as follows:

if to BOARD: President of LSU
Louisiana State University
3810 West Lakeshore Drive
Baton Rouge, Louisiana 70803
Facsimile: (225) 578-4749

with copies to: LSU Health Sciences Center New Orleans
Associate Vice Chancellor for Property and Facilities
433 Bolivar Street, Suite 803
New Orleans, Louisiana 70112
Facsimile: (504) 568-5577

if to the FOUNDATION:
Matthew Altier, President and CEO
LSU Health Foundation, New Orleans
2000 Tulane Avenue, 4th Floor
New Orleans, Louisiana 70112
Facsimile: (504) _568-5721

or to such other address or to the attention of such other person as hereafter shall be designated in writing by such Party. Every notice, demand, request or other communication sent in the manner aforesaid shall be deemed to have been given, made or communicated, as the case may be, on the third business day after the same has been deposited, registered or certified, properly addressed as aforesaid, proper postage prepaid, in the United States mail, except that any notice, demand, request, or other communication, to the FOUNDATION or the BOARD may be personally delivered, and in such event shall be deemed to have been given on the date the same shall have been personally delivered to the Party to whom such notice, demand, request or other communication is addressed, or to an officer of such Party, as provided by law.

Section 13.3 Compliance with Applicable Laws. Furthermore, the FOUNDATION shall comply with all Applicable Laws and shall obtain any and all applicable approvals and consents as required in order for the FOUNDATION to fulfill its obligations as set forth in this Agreement.

Section 13.4 Compliance with Statutory Requirements. Louisiana Revised Statutes 17:3361, *et seq.* prescribes rules and regulations for leases of any portion of the Campus by a college or university. By execution of this Agreement, LSU represents that it has complied with the applicable statutory requirements of Louisiana Revised Statutes 17:3361, *et seq.*

Section 13.5 No Merger of Obligations. No obligation herein between LSU or the FOUNDATION, as obligor, and the FOUNDATION or LSU, as obligee, shall be deemed to be terminated by the doctrine of confusion.

Section 13.6 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 ventures, or any other similar such relationship, between the Parties hereto. It is understood and agreed that no provision contained herein nor any acts of the Parties hereto creates a relationship other than the contractual relationship of LSU and the FOUNDATION. In no event shall the FOUNDATION's officers, directors, employees or agents be personally liable for any of the obligations of the FOUNDATION hereunder. In no event shall the BOARD's officers, directors, employees or agents be personally liable for any of the obligations of the BOARD hereunder. Furthermore, LSU and the FOUNDATION agree to execute any and all documents necessary upon the termination of this Agreement, including but not limited to any notices or consents required pursuant to the provisions of Louisiana Civil Code Article 493.

Section 13.7 Attorneys' Fees. To the extent allowed by law, if either Party is required to commence legal proceedings relating to this Agreement, the prevailing Party shall be entitled to receive reimbursement for its reasonable attorneys' fees and costs of suit.

Section 13.8 Books, Records and Audit. The books, accounts and records of the FOUNDATION, which pertain directly to the Work and construction of the Improvements and/or the occupancy of the Leased Premises shall be maintained at the principal office of the FOUNDATION. The 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 the FOUNDATION and its Contractor(s) to the extent necessary to verify compliance with this Agreement or insofar as said books, bank accounts, records and accounts directly relate to the FOUNDATION's performance of its obligations under this Agreement. Audits may be made on either a continuous or periodic basis or both and may be conducted by employees of the BOARD, by independent auditors retained by the 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.

Section 13.9 Use of Name, Logos or Marks. Neither Party shall make use of the other Party's name, logo or marks without its prior written consent.

Section 13.10 Lessee's Signs and Sign Removal. Unless otherwise agreed to in this Agreement; FOUNDATION may place customary and reasonable signage similar to that used in the BUILDING, subject to the BOARD's prior written approval, which will not be unreasonably withheld. Upon termination of this Agreement, the FOUNDATION shall remove any sign, advertisement, or notice affixed to the Leased Premises and restore same to the condition in which it existed as of the Effective Date. Upon Lessee's failure to do so, Lessor may do so at Lessee's expense.

Section 13.10 Assignment, Subleases or Mortgage. The mortgage or encumbrance of the Improvements, the Work or the FOUNDATION's interest in this Agreement or the Leased Premises without the prior written consent of the LSU Representative, and any attempt to mortgage or encumber the Improvements, the Work or the FOUNDATION's interest in this Agreement or the Leased Premises without the prior written consent of the LSU Representative shall be null and void. FOUNDATION shall not assign this Agreement or any part hereof without the prior written consent of the LSU Representative, and any attempt of assignment without the prior written consent of the LSU Representative shall be null and void. The FOUNDATION may sublease a portion of the Leased Premises to another nonprofit entity with the prior, written consent of the LSU Representative. The BOARD hereby approves the Sublease of the Leased Premises to St. Luke as provided in Section 2.7 above.

Section 13.11 Louisiana Law to Apply. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State without giving effect to any conflict of law provisions. Venue of any action arising from this Agreement shall be exclusively in the Civil District Court, Parish of Orleans, State of Louisiana or the United States District Court for the Eastern District of Louisiana. The Parties irrevocably waive any objection which they may have now or hereafter to the venue of any proceedings brought in such court, or that such proceedings have been brought in a non-convenient forum when brought in such court. The Parties irrevocably agree that any final judgment (after appeal or expiration of time for appeal) entered by such court

shall be conclusive and binding upon the Parties and may be enforced in the courts of any other jurisdiction to the fullest extent permitted by law.

Section 13.12 Warranty of Peaceable Possession. The BOARD covenants that the FOUNDATION, on paying the Rent when due and performing and observing all of the covenants and agreements herein contained and provided to be performed by the FOUNDATION, shall and may, subject to zoning and other Applicable Laws, and the terms of this Agreement, peaceably and quietly have, hold, occupy, use, and enjoy the Leased Premises as of the Effective Date of this Agreement and through the Term, and may exercise all of its rights hereunder; and LSU agrees to forever defend the FOUNDATION's right to such occupancy, use, and enjoyment of the Leased Premises as of the Effective Date of this Agreement and through the Term against the claims of any and all Persons whomsoever lawfully claiming the same, or any part thereof, subject only to the provisions of this Agreement.

Section 13.13 Curative Matters. Except for the express representations of the BOARD set forth in this Agreement, any additional matters necessary or desirable to make the Leased Premises useable for the FOUNDATION's purpose shall be undertaken, in the FOUNDATION's sole discretion (other than with respect to the Improvements), at no expense to the BOARD and only with the BOARD's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned.

Section 13.14 Terminology. Unless the context of this Agreement clearly requires otherwise, (a) pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character; (b) the singular shall include the plural wherever and as often as may be appropriate; (c) the word "includes" or "including" shall mean "including without limitation"; (d) the word "or" shall have the inclusive meaning represented by the phrase "and/or"; (e) the words "hereof" "herein," "hereunder," and similar terms in this Agreement shall refer to this Agreement as a whole and not to any particular section or article in which such words appear. The section, article and other headings in this Agreement are for reference purposes and shall not control or affect the construction of this Agreement or the interpretation hereof in any respect. Article, section, subsection and exhibit references are to this Agreement unless otherwise specified. All exhibits attached to this Agreement constitute a part of this Agreement and are incorporated herein. All references to a specific time of day in this Agreement shall be based upon Central Time.

Section 13.15 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be declared an original, but all of which shall constitute one and the same document. For purposes of this section, facsimile and PDF signatures are acceptable; however, the original signature pages shall be substituted as soon as practicable.

Section 13.16 Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby.

Section 13.17 Authorization. By execution of this Agreement, the FOUNDATION and the BOARD each represent to the other that they are entities validly existing, duly constituted and in good standing under the laws of the jurisdiction in which they were formed and in which they presently conduct business; that all acts necessary to permit them to enter into and be bound by this Agreement have been taken and performed; and that the persons signing this Agreement on their behalf have due authorization to do so. Each Party shall provide to the other evidence of proper authorization.

Section 13.18 Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated on or subsequent to the date hereof and duly executed by the Parties hereto.

Section 13.19 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 LSU into another educational institution.

Section 13.20 Ownership. All records, reports, documents, and other material delivered or transmitted to the FOUNDATION by the BOARD shall remain the property of the BOARD and shall be returned by the FOUNDATION to the BOARD, at the FOUNDATION's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the FOUNDATION in connection with the performance of the services contracted for herein shall become the property of the BOARD, and shall, upon request, be tendered by the FOUNDATION to the BOARD, at the FOUNDATION's expense, at termination or expiration of this Agreement.

Section 13.21 Discrimination Clause. The FOUNDATION shall agree to abide by: (a) the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended; (b) the requirements of the Americans with Disabilities Act of 1990 and (c) any executive order by the governor of the State.

Section 13.22 Entire Agreement. This Agreement, together with the exhibits attached hereto, contains the entire agreement between the Parties with respect to the matters set forth herein and contains all of the terms and conditions agreed upon with respect to such matters, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto; it being the intent of the Parties that neither shall be bound by any term, condition, or representations not herein written.

Section 13.23 Drafting of Agreement. The Parties agree that the terms and conditions of this Agreement are the result of arm's length negotiations between the Parties and/or their counsel. Neither Party shall be considered the drafter of the Agreement or any provision hereof for the

purpose of any statute, jurisprudential rule, or rule of contractual interpretation or construction that might cause any provision to be construed against the drafter.

Section 13.24 Ancillary Agreements. In the event it becomes necessary or desirable for the BOARD to approve in writing any ancillary agreements or documents concerning the Leased Premises or concerning the construction, operation or maintenance of the Improvements or to alter or amend any such ancillary agreements between the BOARD and the FOUNDATION or to give any approval or consent of the BOARD required under the terms of this Agreement, all agreements, documents or approvals shall be forwarded to the LSU Representative for approval.

Section 13.25 Oversight by OFPC. Design and construction of the Improvements is subject to oversight by OFPC in accordance with La. R. S. 17:3361(A)(2), and such oversight includes, but is not limited to (a) the right to review and approve plans and specifications prior to commencement of construction and to require changes to conform to Applicable Laws, including space and quality standards, and International Building Code review, and (b) the right to conduct periodic inspections during construction to ensure that all Work is being performed in compliance with the OFPC approved Plans and Specifications.

Section 13.26 Notice of Agreement. The FOUNDATION agrees not to record this Agreement. At the FOUNDATION's request, the Parties will execute a Notice of Lease for recording in the records of Orleans Parish, and the cost of recording will be borne by the FOUNDATION.

Section 13.27 LSU Representative. In addition to any other individuals specifically authorized in writing by the President of the LSU System to act as the LSU Representative, the Assistant Vice President and University Architect is hereby authorized to act as the LSU Representative. It is understood and agreed that the BOARD, its members, employees and agents, including, but not limited to the LSU Representative and the LSUHSC-NO Construction Monitor, shall owe no legal duty to or assume any liability or responsibility to any Person as a result of or in connection with any consent, approval or review given or undertaken in connection with this Agreement or the Work. No Person shall infer, based on any consent, approval or review given or undertaken by the BOARD, its members, employees and agents, including, but not limited to, the LSU Representative and the LSUHSC-NO Construction Monitor, agreement with or endorsement of the particular matter at issue; rather, such consent, approval or review shall only be deemed to indicate "no objection" to the particular matter at issue.

Section 13.28 Diverse Suppliers. The FOUNDATION understands that the BOARD is committed to promoting the growth and development of minority- and women-owned and small and historically underutilized businesses (collectively, "Diverse Suppliers") by providing opportunities to participate in the BOARD agreements. In support of this commitment, the FOUNDATION shall, and shall cause its Contractor to, use good faith and commercially reasonable efforts to provide opportunities to Diverse Suppliers that are either certified by the State or another certifying entity in a diverse category as a subcontractor or supplier for the performance of the Work and (ii) the FOUNDATION shall, and shall cause its Contractor to, provide to the BOARD a list of Diverse Suppliers during each Fiscal Year, which list shall identify as to each Diverse Supplier contained thereon (A) the legal name thereof, (B) the principal office or address,

(C) ownership and (D) the services or good that it may provide or supply and the value of the goods or services procured therefrom. To the extent that any Applicable Laws would require that this section be modified or voided, the Parties agree that such provision may be amended or severed from any such agreement without affecting any of the other terms thereof.

[signatures on following page]

DRAFT

[signature page to Cooperative Endeavor and Lease Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement for Stanislaus Building as of the dates indicated on the attached Acknowledgments.

WITNESSES:

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

Print Name: _____

By: _____

[Thomas C. Galligan, Jr. **]** President
of LSU

Print Name: _____

WITNESSES:

**LSU HEALTH FOUNDATION, NEW
ORLEANS**

Print Name: _____

By: _____

Name: Matthew Altier

Title: Chief Executive Officer

Print Name: _____

[Acknowledgment for Cooperative Endeavor and Lease Agreement]

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

ACKNOWLEDGMENT

BE IT KNOWN that on this ___ day of _____, 2021, 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 **[**Thomas C. Galligan, appearing herein in his capacity as the **]** President of Louisiana State University, and appearing on behalf of the BOARD of Supervisors of Louisiana State University and Agricultural and Mechanical College, a public constitutional corporation organized and existing under the laws of the State of Louisiana, who, being by me first duly sworn, declared and acknowledged to me, Notary, that he executed the above and foregoing instrument on behalf of said corporation with full authority of its BOARD of Supervisors and that said instrument is the free act and deed of said corporation and was executed for the uses, purposes and benefits therein expressed.

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

WITNESSES:

_____ By: _____
Print Name: _____ **[**Thomas C. Galligan, **]** President
Louisiana State University

Print Name: _____

Print name: _____

Notary Public
La. Bar/Notary ID No. _____

[Acknowledgment for Cooperative Endeavor and Lease Agreement]

STATE OF LOUISIANA

PARISH OF ORLEANS

ACKNOWLEDGMENT

BE IT KNOWN that on this ____ day of _____, 2021, before me, the undersigned Notary Public, duly commissioned and qualified in and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared _____, appearing herein in his/her capacity as _____ of LSU Health Foundation, New Orleans, a non-profit organization, who, being by me and first duly sworn, declared and acknowledged to me, Notary, that Matthew Altier, President and CEO 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:

By: _____

Print Name: _____

**Matthew Altier, President and CEO
LSU HEALTH FOUNDATION, NEW
ORLEANS**

Print Name: _____

PRINT NAME: _____

Notary Public

La. Bar/Notary ID No. _____

INDEX OF LEASE EXHIBITS
for Cooperative Endeavor and Lease Agreement

EXHIBIT A	Resolution of Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (A)
EXHIBIT B	Resolution of LSU Health Foundation, New Orleans (B)
EXHIBIT C	Site Plan and Lease Area of Stanislaus Hall Building and Parking (C)

EXHIBIT "A"

for Cooperative Endeavor and Lease Agreement

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

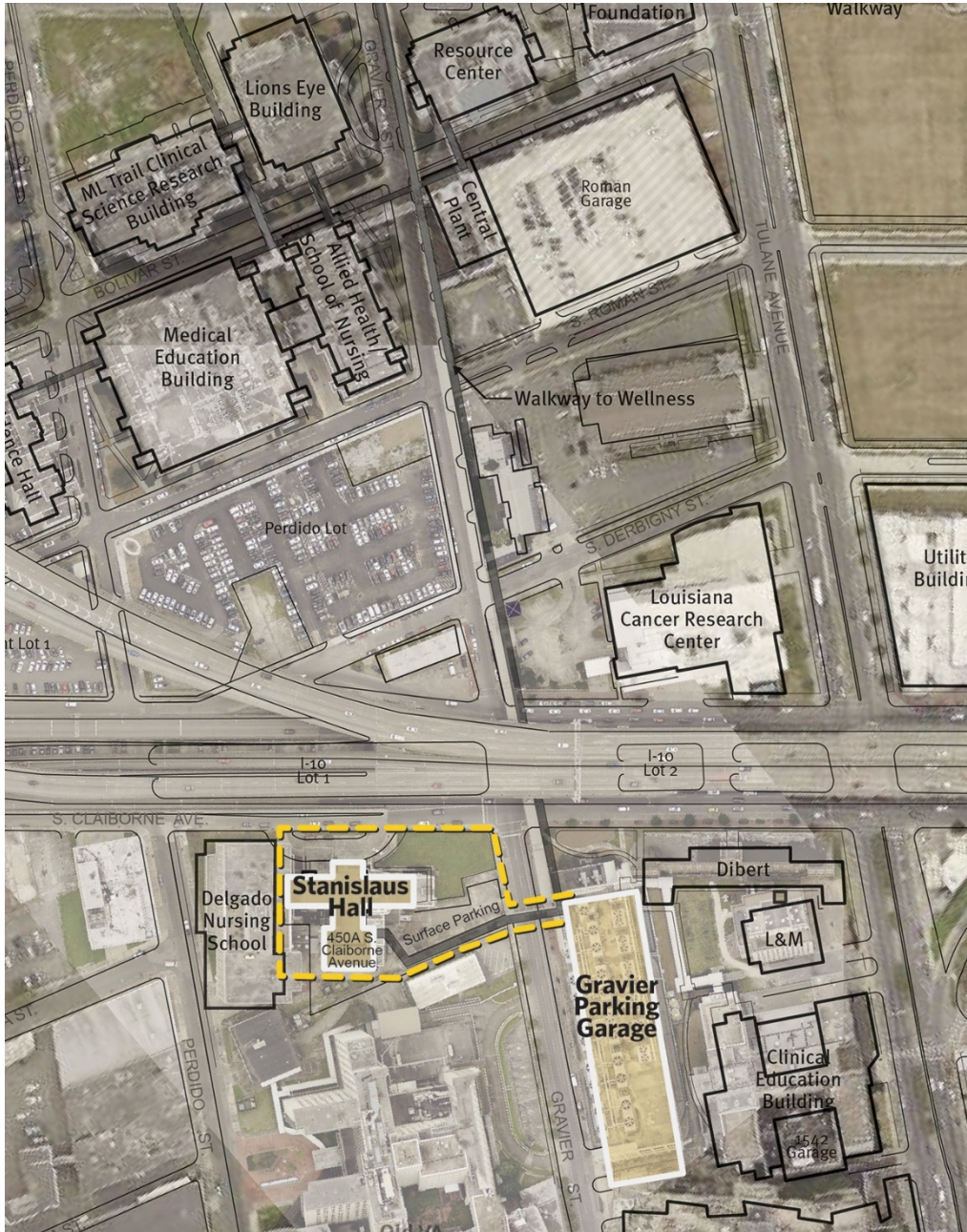
EXHIBIT "B"
for Cooperative Endeavor and Lease Agreement

RESOLUTION OF LSU HEALTH FOUNDATION, NEW ORLEANS

EXHIBIT "C"
for Cooperative Endeavor and Lease Agreement

PLAT SHOWING STANISLAUS HALL AND PARKING LOT

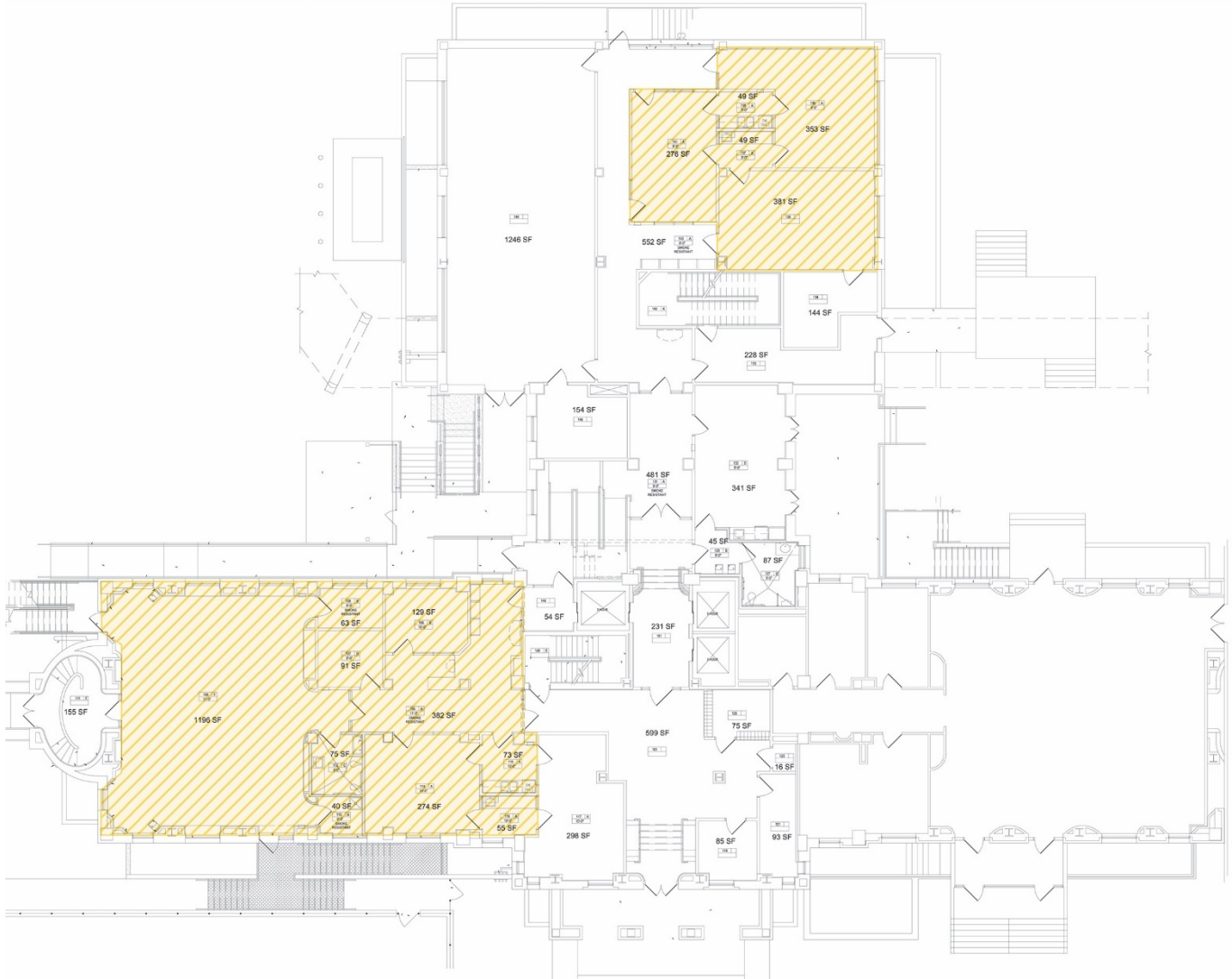
Figure 1. The location of Stanislaus Hall (also known as Student Nurses Residence, State ID# 00522) is 450A South Claiborne Avenue, New Orleans, Louisiana 70112



FLOOR PLANS OF STANISLAUS HALL

Included in Agreement: Floors 1, 2 and 6-10, totaling 43,317 square feet

Floorplan - First Floor



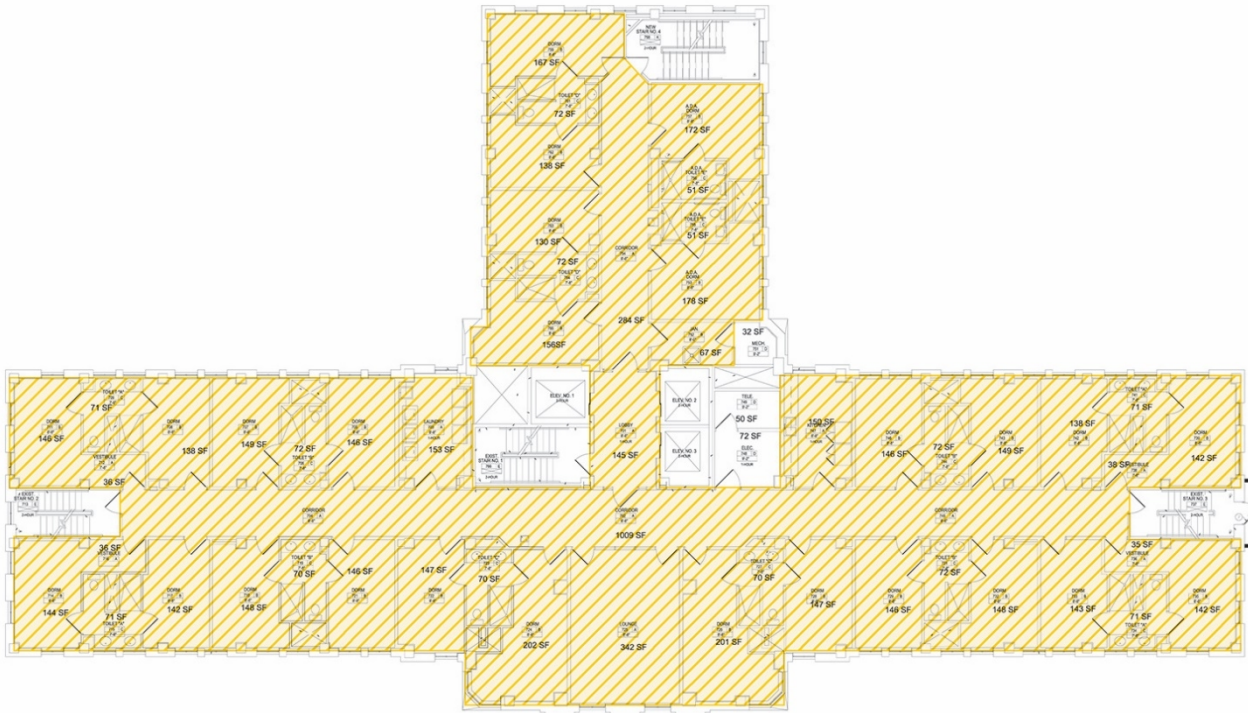
Floorplan - Second Floor



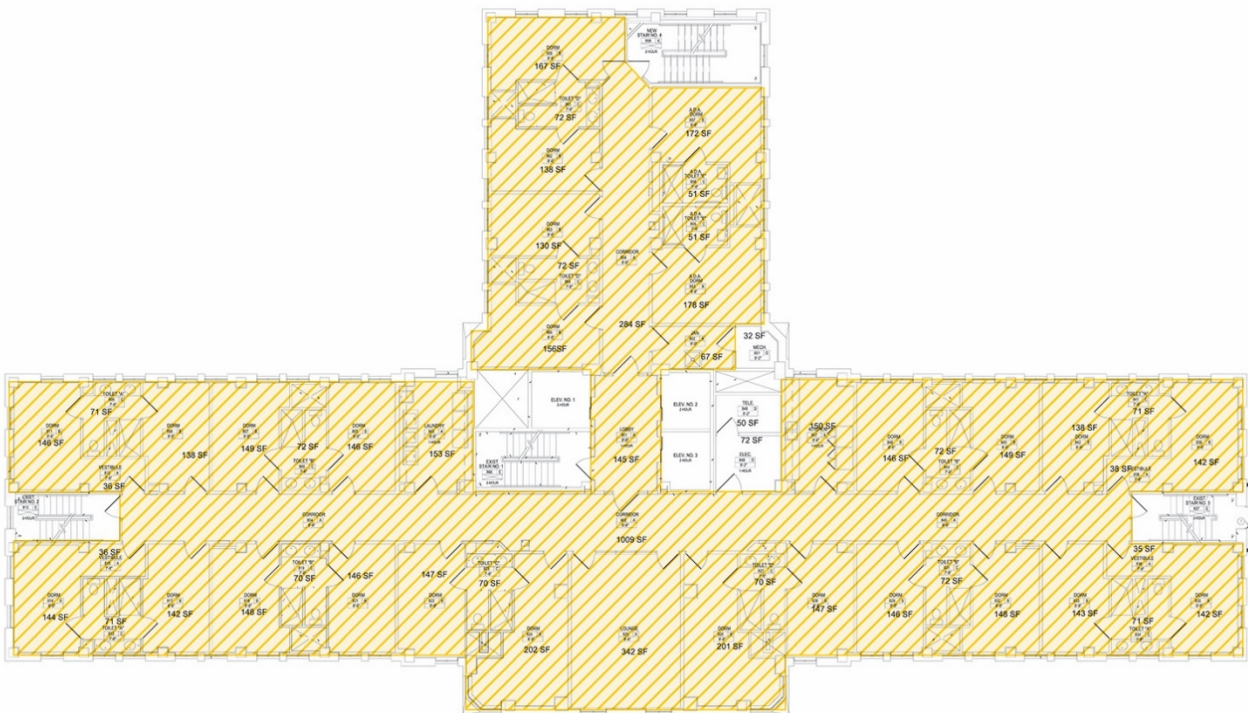
Floorplan - Sixth Floor



Floorplan - Seventh Floor



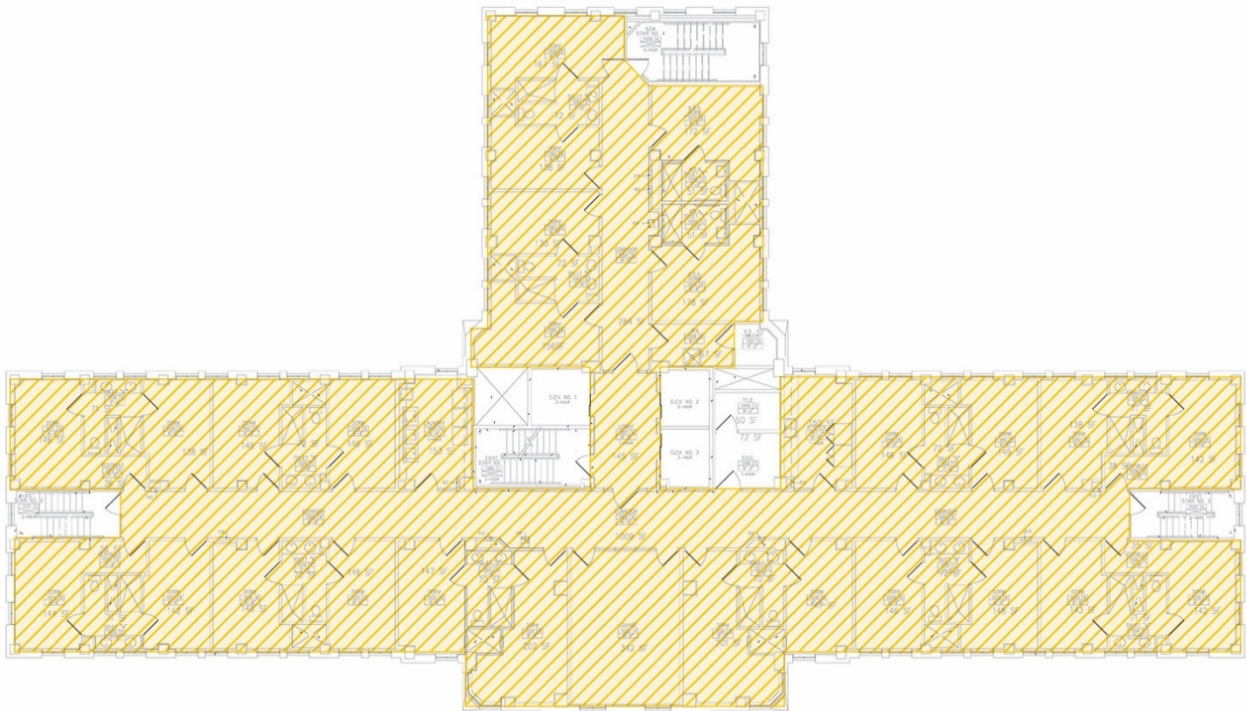
Floorplan - Eighth Floor



Floorplan - Ninth Floor



Floorplan - Tenth Floor





OFFICE OF THE CHANCELLOR

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

May 27, 2021

Thomas C. Galligan, Jr.
 President
 LSU System Office
 3810 West Lakeshore Drive, Room 107
 Baton Rouge, LA 70808

Dear Tom,

I am submitting a request for approval of a proposed Cooperative Endeavor Agreement with the LSU Health Foundation, New Orleans ("Foundation") at the LSU Health Sciences Center, New Orleans ("LSUHSC-NO").

This is a "significant board matter", pursuant to Article VII, Section 9:

A.3 The lease of an immovable property

In accordance with the above provisions, the Foundation wishes to construct improvements to the Stanislaus Hall Building for the purpose of providing nursing home services to its patients and to provide nursing home education to the students of LSUHSC-NO.

The Foundation will construct the improvements at its sole cost and expense and will donate the improvements to the Board of Supervisors, upon acceptance by Board. Lease of the space in the Building, pursuant to the Agreement, will provide a source of revenue to LSUHSC-NO for currently underutilized space. The rent is expected to be approximately \$619,599.50 per year. The improvements are expected to be valued at approximately \$215,980.00 to the Building, in exchange for which LSUHSC-NO will grant an equivalent credit against the Rent to be prorated in equal monthly payments over the first two (2) years of the Agreement term. In addition, the Foundation will also assist the university and student body in recruiting LSUHSC-NO Nursing, Allied Health, Public Health and Medical students and other qualified LSU students to apply for part time job opportunities at the nursing home. The Foundation will also work with the Deans, Faculty and School administration in forming academic training programs in the fields of elder care and geriatric care to train students for potential future job opportunities. The Foundation will act as point for other service or joint operation opportunities between the University and St. Luke's. For services performed by the Foundation, the Board will pay a management fee to the Foundation in the amount of \$110,000 per year, which shall be credited against the Rent.

The LSUHSC-NO respectfully requests approval of this proposal.

I certify to the best of my knowledge that I have provided all necessary documentation and am seeking your review and favorable consideration. Thank you for your assistance.

Respectfully yours,

L. H. Hollier, M.D.

Larry H. Hollier, MD
Chancellor

Enclosures

Step 2 – Market Delineation

The market area is the geographic area from which the majority of demand for the subject property will be drawn and the area which contains the other supply against which the subject must compete for users. The competitive market area is typically a subset of the larger market area.

The neighborhood in which the subject property is located is the “CBD- Warehouse Neighborhood”. The neighborhood is located east of I-10 from US-90 Pontchartrain Expressway to but not including Canal Street, with its western boundary being the Mississippi River. This neighborhood also includes the area east of Tchoupitoulas Street from Felicity Street to but not including Canal Street, with the western boundary being the Mississippi River.

Step 3 – Demand Analysis

Real estate demand is the quantity of a particular type of real estate product or service that will be purchased and/or leased in a given market. It is best reflected through pricing trends indicated by sale and lease comparables as well as occupancy rates and absorption of product.

Large block rental spaces throughout the market are presently absorbing for \$16.00 to \$20.00 per square foot on full service gross terms. Class A leases are traditionally on 10-year base rental terms and offer tenants \$3.00 to \$5.00 per square foot build out allowance over the course of the lease.

Step 4 – Supply Analysis

Supply analysis studies the various aspects of the subject’s competition and includes a survey of the competitive product as well as a discussion of new product to come online and vacancy rates.

There is currently a large inventory of available Downtown New Orleans rental space. The subject of this analysis is 52,996 square feet of space, over multiple floors, within a Class A structure that has historically been used as dormitory space. There are several active listings for 20,000+ square foot spaces that range from \$15.75 to \$20.00 per square foot on full service gross rental terms. The following is a synopsis of current large block Class A inventory:

Building Name	Address	Size (sf)	Asking Rent - Per SF
First Bank & Trust Tower	909 Poydras Street	20,282	\$15.75
Place St. Charles	201 St. Charles Avenue	24,633	\$16.50
Exchange Centre	935 Gravier Street	20,000	\$16.50 - \$17.00
Hancock Whitney	701 Poydras Street	23,009 - 99,000	\$19.00
Pan American Life	601 Poydras	38,160	\$19.00 - \$20.00
One Canal Place	365 Canal Street	21,833	\$18.50 - \$19.50
400 Poydras Tower	400 Poydras Street	32,949	\$17.00 - \$17.50
1555 Poydras	1555 Poydras Street	22,641 - 125,046	\$19.00
1515 Poydras	1515 Poydras Street	22,815 - 58,001	\$19.00



BREAZEALE, SACHSE & WILSON, L.L.P.
ATTORNEYS AT LAW

ATTACHMENT 4

May 28, 2021

Board of Supervisors of Louisiana State University
and Agricultural and Mechanical College
Baton Rouge, Louisiana

RE: \$12,830,000 Board of Supervisors of Louisiana State University Agricultural and Mechanical College Revenue Refunding Bonds (Louisiana State University Health Sciences Center Projects) Series 2013 (the "*Series 2013 Bonds*") and Proposed Redevelopment of Stanislaus Hall (the "*Building*")

Ladies and Gentlemen:

We have been requested to render certain advice to the Board of Supervisors of Louisiana State University Agricultural and Mechanical College (the "*Board*") in connection with the Series 2013 Bonds issued by the Board on September 4, 2013. The Series 2013 Bonds, the interest on which is exempt from gross income for federal tax purposes, were issued to refund the Board's outstanding Revenue Bonds (Louisiana State University Health Sciences Center Projects) Series 2000 (the "*Series 2000 Bonds*"). The Series 2000 Bonds were issued for the benefit of the Louisiana State University Health Sciences Center – New Orleans ("*LSUHSC-NO*") primarily for the purposes of (a) financing the planning, renovating, constructing of the Building for use as a daycare center, wellness center and student dormitory facility and (b) the acquisition of land for use as parking (collectively, the "*2000 Project*"). You have advised that the Board intends, pursuant to Article VII, Section 14(C) of the Louisiana Constitution of 1974, as amended, and L.S.A. R.S. 17:3361, *et seq.*, to enter into a Cooperative Endeavor and Lease Agreement (the "*Agreement*") with LSU Health Foundation, New Orleans (the "*Foundation*"), a Louisiana nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "*Code*"), and exempt from taxation pursuant to Section 501(a) of the Code. Pursuant to the Agreement, the Board intends to lease to the Foundation discrete portions of the Building and adjacent parking facility (the "*Leased Premises*") for a term of one year, with an option to extend the Agreement for additional one-month terms. The Foundation will be required by the Agreement to make or cause to be made certain improvements to the Leased Premises such that the Leased Premises may be used as a nursing home facility (the "*Improvements*"), the costs of which Improvements the Board will credit toward the annual rental payment to be made by the Foundation to the Board. The Agreement contemplates that, upon completion of the Improvements, ownership thereof will be donated by the Foundation to the Board. It is anticipated that the Foundation will sublease the Leased Premises to another nonprofit organization which is an organization described under Section 501(c)(3) of the Code and except from taxation under Section 501(a) of the Code (the

"*Operating Nonprofit*"), which Operating Nonprofit will operate the Leased Premises as a nursing home facility. You have requested our advice as to whether the foregoing proposed use of the Building would (a) violate the provisions the Bond Resolution or (b) affect the exclusion from gross income of interest on the Series 2013 Bonds for federal tax purposes. Capitalized terms used, and not otherwise defined, herein shall have the meanings assigned thereto in the Bond Resolution and the Agreement.

In connection with this request we have reviewed:

- (i) The General Bond Resolution of the Board adopted January 21, 2000 (the "*General Bond Resolution*"), as supplemented by the First Supplemental Bond Resolution adopted January 21, 2000 (the "*First Supplemental Bond Resolution*"), and as further supplemented by the Second Supplemental Bond Resolution adopted July 26, 2013 (the "*Second Supplemental Resolution*" and, together with the General Bond Resolution and the First Supplemental Resolution, the "*Bond Resolution*") pursuant to which the Series 2013 Bonds were issued.
- (ii) The Tax Compliance Certificate dated September 4, 2013 (the "*Tax Certificate*") of the Board relating to the Series 2013 Bonds;
- (iii) A draft of the Agreement in the form attached hereto as **Exhibit A**.
- (iv) Such other documents, instruments and certificates we have deemed necessary for the purpose of this opinion.

Based upon our review of the Bond Resolution, the Tax Certificate and the Agreement (solely as it exists in the draft form attached hereto as **Exhibit A**), we advise the Board that:

- (A) Section 10.14(b) of the General Bond Resolution provides that "the Board may transfer or dispose of property which constitutes all or part of the Auxiliary Facilities or University Enterprise Facilities to any Person in connection with an operating lease of property to such Person, provided lease revenues in connection with any such operating lease received by the Board shall be deemed to be Dedicated Revenues (but only if such lease revenues would otherwise be deemed to be Dedicated Revenues as defined herein) and provided that there shall be no material adverse effect on the collection of Dedicated Revenues in connection any such operating lease." The foregoing allows for a lease of the Leased Premises to the Foundation and any Operating Nonprofit pursuant to the Agreement so long as (i) the Board formally deems the revenues derived by the Board from the Agreement to be Dedicated Revenues and (ii) the Board determines and certifies that there will be no material adverse effect on the collection of Dedicated Revenues.
- (B) Use of the Leased Premises by an entity organized under Section 501(c)(3) of the Code will, in effect, convert the Series 2013 Bonds to "Qualified 501(c)(3)

Bonds." As such, certain steps will need to be taken to preserve the tax-exempt status of the Series 2013 Bonds, including, without limitation:

- (1) pursuant to Section 147(f) of the Code, the Board will need to publish a public notice in its official journal, hold a public hearing, and obtain the approval of the Attorney General of the State of Louisiana;
- (2) the Board will need to file a new IRS Form 8038 reflecting the Series 2013 Bonds as Qualified 501(c)(3) Bonds;
- (3) the Foundation, together with any sublessees of the Leased Premises (including, without limitation, any Operating Nonprofit), will need to agree to familiarize itself, and comply, with the requirements of the Tax Certificate as to the use of the Leased Premises (e.g., the Foundation will need to agree that, for so long as any Bonds are outstanding, (1) it shall not use, nor permit the use of, the Leased Premises in any manner which could adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Series 2013 Bonds and (2) any lease, management contract, consulting contract or other arrangement for the use of the Leased Premises by a non-Exempt Person (as defined in the Tax Certificate) shall satisfy the safe harbor guidelines set forth in U.S. Treasury Regulation 1.141-3 and in I.R.S. Rev. Proc. 97-13 or subsequent applicable guidelines).

Assuming that the Foundation and its sublessee(s) are, in fact, organizations recognized by Section 501(c)(3) of the Code and are exempt from taxation under Section 501(a) of the Code, and that the foregoing steps are taken by the Board, the Foundation and any Operating Nonprofit, we are of the opinion that use of the Leased Premises as contemplated by the Agreement, in and of itself, will not result in a violation of the covenants and agreements of the Board set forth in the Bond Resolution or adversely affect the exclusion from gross income of the interest on the Series 2013 Bonds for federal income tax purposes.

This opinion is based solely upon, and is strictly limited to, representations of representatives of the Board and the provisions of the draft Agreement attached as **Exhibit A** hereto and may not be relied upon with respect to any subsequent material revisions thereto. No one other than the addressee hereof is entitled to rely on this opinion without our express written consent. This opinion is not offered, and shall not be construed, as a guaranty or warranty.

Respectfully submitted,

Breazeale, Sachse & Wilson, L.L.P.



Board of Supervisors

Request from LSU A&M for Authorization to Negotiate and Enter into a Property Lease with Alpha Tau Omega

Date: June 18, 2021

1. Bylaw Citation

Pursuant to Article VII, Section 1

C. Lease of Immovable Property

2. Summary of Matter

In August 2020, LSU authorized the Alpha Tau Omega (ATO) fraternity to sublease the Lambda Chi house located on LSU's campus (the "Lambda Chi House"), which was vacant as a result of Lambda Chi being suspended from operations by its national headquarters. Previously, ATO had a chapter at LSU but did not own a house on campus.

At its January 15, 2021 meeting, the Board authorized Pi Kappa Alpha (PKA, through its Alpha Gamma House Corporation) to acquire the former Lambda Chi House and enter into a new lease with the university for that land, and to simultaneously terminate the previous lease between LSU and Lambda Chi, with Lambda Chi's consent. ATO has continued to control the house pursuant to the August 2020 sublease between ATO and Lambda Chi, which was assigned to PKA as part of the transaction.

PKA continues to own its own house (the "PIKE House") on campus. However, it intends to move its operations completely to the Lambda Chi House and seeks to terminate its lease for the PIKE House (but not its lease for the Lambda Chi House) with the university. PKA has reached an agreement with ATO to permanently transfer its interests in the PIKE House and the related ground lease with LSU to ATO. LSU must approve this assignment of PKA's existing lease rights. Similarly to what was done in January with the PKA acquisition of the Lambda Chi House, LSU would then simultaneously execute a new long-term ground lease with ATO, and a termination of the existing ground lease with PKA for the PIKE House. ATO will also be obtaining financing of approximately \$1 million for the transaction, which will be secured by a leasehold mortgage on the new lease with LSU. This also requires LSU's consent.

3. Review of Business Plan

The PIKE House property will be leased to Alpha Tau Omega, through its housing corporation, Epsilon Zeta House Corporation, for an annual rent of \$10. This is the same rate charged for all fraternities and sororities who have built houses on LSU-owned property. ATO's housing corporation will be solely responsible for all costs associated with acquiring and operating the house.

4. Fiscal Impact

The project will provide student housing and meeting space for Alpha Tau Omega members at no cost to the University, and there is no fiscal impact to the University.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

All documents for these related transactions use standard LSU templates developed for similar transactions. A draft of the proposed lease with ATO is attached; some terms are still under negotiation. A termination of the original lease and a consent to the sale of the building by PKA to ATO will also be prepared. All legal agreements will be reviewed by the Office of General Counsel prior to execution by the President.

7. Parties of Interest

LSU, Alpha Tau Omega, Epsilon Zeta House Corporation (the housing corporation for ATO), Pi Kappa Alpha, and Alpha Gamma House Corporation (the housing corporation for PKA)

8. Related Transactions

None.

9. Conflicts of Interest

None known.

10. Attachments

1. Transmittal Letter
2. Draft Lease to ATO

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes the President of LSU or his designee to execute: (1) a lease with Epsilon Zeta, the housing corporation for the Alpha Tau Omega fraternity, (2) a termination of the existing lease for the current PIKE House between LSU and Pi Kappa Alpha, (3) a consent to the sale of the current PIKE House from PKA to ATO, and (4) any other agreements, consents, approvals, or other documents needed to effectuate this transaction, with all leases, agreements, consents, approvals, and other documents to contain such terms and conditions as the President, in consultation with the General Counsel, deems to be in the best interests of LSU.




CAMPUS CORRESPONDENCE

To: Thomas C. Galligan, Jr., LSU President **Date:** May 26, 2021

Through: Donna Torres, Interim 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: Board of Supervisors Agenda, June 18, 2021
Request from LSU A&M for Authorization to Negotiate and Enter into a Property Lease with
Alpha Tau Omega

This request will authorize the LSU President or his designee to negotiate and enter into a property lease with Alpha Tau Omega.

I recommend that this item be included on the agenda for the June 18, 2021 LSU Board of Supervisors meeting.

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

LEASE

BE IT KNOWN that on the dates hereinafter set forth, but effective as of the ___ day of _____, 2021, before the undersigned Notaries Public, duly commissioned and qualified in and for the aforesaid Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared:

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

and

EPSILON ZETA HOUSE CORPORATION, a Louisiana Corporation domiciled in the City of Baton Rouge, Parish of East Baton Rouge, State of Louisiana, herein represented by _____ by virtue of a duly authorized resolution attached hereto and made a part hereof as Exhibit “A” (hereinafter referred to as “LESSEE”),

WITNESSETH:

WHEREAS, LESSEE is Louisiana Corporation formed to support the operations of the LSU Epsilon Zeta Chapter of Alpha Tau Omega Fraternity (herein the “Fraternity”);

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

One (1) certain lot or parcel of ground, situated in the Parish of East Baton Rouge, State of Louisiana, on the Louisiana State University Campus, and being designated as **LOT NUMBER THREE (3) FRATERNITY SITES**, and being shown on a survey prepared by John J. Munding, Registered Civil Engineer, dated April 14, 1938 and revised May 18, 1938, a copy of which said survey map is recorded at Original 46, Bundle 2748 in the official records of the Clerk and Recorder for East Baton Rouge Parish, Louisiana; said lot having such measurements and dimensions and being subject to such servitudes and restrictions as are more particularly shown on said map.

And being further described as follows:

A certain tract of parcel of land situated in the Parish of East Baton Rouge, State of Louisiana containing 0.426 ac. and being part of the grounds comprising Louisiana State University and being more particularly described as follows:

Beginning at the Intersection of the southerly right-of-way line of East Chimes Street and the westerly right-of-way line of Fraternity Lane as known as the Point of Beginning;

Thence proceed South 00°00’00” East, a distance of 128.45 feet to a point and corner;

Thence proceed South 90°00’00” West, a distance of 136.26 feet to a point and corner;

Thence proceed North 00°00’00” West, a distance of 143.67 feet to a point and corner;

Thence proceed South 83°37’42” East, a distance of 137.10 feet to the Point of Beginning;

*Note: Basis of bearings was assumed.

For informational purposes only, the municipal address is 15 Fraternity Lane, Baton Rouge, Louisiana 70802 and further known as Lot 3, Fraternity Sites, East Baton Rouge Parish, Louisiana.

Tax Parcel No. 2383357 (LSU Campus)

herein the "Leased Premises;"

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

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

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

1. Terms not defined herein shall be defined as set forth on Exhibit "B" hereto.
2. For the consideration and upon the terms and conditions hereinafter expressed, LESSOR hereby leases the Leased Premises to LESSEE from the Effective Date hereof through and including _____, 2056. This Lease shall terminate on _____, 2056, unless terminated earlier in accordance with the provisions of this Lease. Furthermore, in consideration for the lease of the Leased Premises by LESSOR to LESSEE, LESSEE shall do the following:
 - a. Pay annual rental of \$10.00;
 - b. Otherwise fulfill the terms and conditions of this Lease.
3. With respect to any construction on the Leased Premises, including particularly, but not exclusively, the construction of the Improvements, the LESSEE and Fraternity shall abide by the provisions of this Lease and in particular the rules, regulations, requirements and provisions set forth in Exhibit "C" hereto, and shall be subject to the following rules, regulations, requirements and provisions:
 - a. The location of any Improvements on the Leased Premises shall require the prior approval of the LSU Representative.
 - b. The University shall have the sole authority to determine whether the Contractor for any Improvements or Work and/or whether the LESSEE in connection therewith have complied with the plans, specifications and other contractual obligations assumed by Contractor and/or LESSEE.
 - c. Subject to the provisions of Section 16 hereof, there is hereby reserved to the University the right to require the removal of the Improvements should the LESSEE and/or Fraternity fail, refuse or neglect to comply with the material rules, regulations, requirements and provisions set forth herein.
4. The Leased Premises shall be used for the construction of the Improvements and for the operation of a home for the Epsilon Zeta Chapter of Alpha Tau Omega Fraternity at Louisiana State University, and for no other use or purpose whatsoever without the prior written consent of the LSU Representative.
5. At all times, any immovables located on and the condition of the Leased Premises shall be maintained in good condition and in conformance with the general plans adopted by the University for the beautification of the campus and in a manner acceptable to the President of Louisiana State University and to the Campus Committee established to monitor the provisions of that certain Permanent Memorandum dated June 27, 2019 ("PM-68"), which may be amended and/or restated from time-to-time and which is incorporated into the Lease and shall be binding on LESSEE and any successors in interest. LESSEE and Fraternity shall at all times be in compliance with PM-68 as it may be amended from time to time. The landscaping of the Leased Premises

shall also conform with the general plans adopted by the University for the beautification of the campus.

6. LESSEE, Fraternity and their invitees shall use their best efforts to keep the Leased Premises and any improvements thereon free from any and all contamination and pollution. LESSEE, Fraternity and their invitees shall not store any hazardous or toxic substance on or about the Leased Premises or any improvements thereon. LESSEE and Fraternity agree to notify University immediately of any and all contamination or pollution discovered on, about, or near the Leased Premises or any improvements thereon. LESSEE and Fraternity, each in solido, shall save and hold LESSEE and University harmless and defend and indemnify LESSOR and University for any charge or liability resulting from any contamination or pollution present on or about the Leased Premises or in or on any improvements thereon if such contamination or pollution was caused in whole or in part by LESSEE and Fraternity and/or an invitee of either.

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

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

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

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

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

- a. constitutes an imminent danger to any person; or
- b. becomes uninhabitable and LESSEE fails to take timely and reasonable actions to repair it; or
- c. has been abandoned by LESSEE or Fraternity; or
- d. constitutes a nuisance; or
- e. has not been used or occupied for a period of more than one hundred eighty (180) days; provided that if LESSEE is actively engaged in making repairs or in seeking to obtain funding to make repairs, LESSOR will reasonably cooperate with LESSEE and LESSOR will not exercise its rights under this section unless and until it reasonably determines, after discussions with LESSEE, that LESSEE will be unable to do make such repairs.

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

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

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

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

LESSOR specifically consents to the mortgaging of the Improvements on the Leased Premises in favor of b1Bank in the principal sum of \$1,000,000.00, for a term of _____ years, which mortgage will be on file and of record in the Office of the Clerk and Recorder for East Baton Rouge Parish, Louisiana.

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

mortgage or security interest in LESSEE's Improvements located or to be located on the Leased Premises, except with the prior written consent of the LSU Representative.

16. Without limiting the rights of Board and University to suspend or revoke the Fraternity's rights to operate the Fraternity at the University or to allow any members or former members of the Fraternity to occupy the Improvements and/or the Leased Premises, and only so long as any debt approved in accordance with Section 14 of this Lease shall remain outstanding, University agrees that it will not exercise its right to require removal of the Improvements for any default other than for the reasons listed in Section 11 of this Lease. In the event of such failure to maintain, upkeep, or repair the Improvements, LESSOR will give any mortgagee of the Improvements an opportunity to cure said default, and if said default is not cured within thirty (30) days of such notice, University shall have the right to require the removal of the Improvements by the LESSEE. Furthermore, the entirety of all loan proceeds secured by such a mortgage or security interest shall be used solely and exclusively for the acquisition, design, construction, renovation and/or improvement of said property.

17. In addition to the insurance requirements related to any construction and set forth on Exhibit C hereto, LESSEE shall maintain general liability insurance in a form and with coverage limits as required by PM-68.

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

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

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

- a. Permitted Uses. Subject to the terms and provisions hereof, LESSEE and Fraternity shall use the Leased Premises and the buildings and improvement thereon solely for the housing, dining, and personal living needs of the LSU students and for the conduct of appropriate social and organizational activities of the Fraternity. LESSEE and Fraternity's use of the Leased Premises and the buildings and improvement thereon shall comply at all times with all applicable laws, orders, ordinances, zoning ordinances, regulations, and statutes of any federal, state, parish or municipal government now or hereafter in effect, including all environmental laws and regulations, as well as all applicable LSU Rules and Regulations.
- b. Prohibited Uses. The possession, use, and/or consumption of any alcoholic beverage in or upon the Leased Premises or the buildings and improvement thereon must be in compliance with all applicable federal, state, or local statutes, ordinances, rules or regulations, and any rules or regulations adopted by LSU, including but not limited to LSU Policy Statement 78 as it may be amended from time to time. Controlled substances, as defined by federal, state, or local statutes, ordinances, rules or regulations shall not be possessed, used or sold in or upon the Leased Premises or the buildings and improvement thereon in violation of applicable law. The illegal possession, use and/or sale in or upon the Leased Premises or the buildings and improvement thereon of any controlled substance or illegal drugs is strictly prohibited. Any criminal behavior or violation of LSU Rules and

Regulations, including but not limited to, assault and battery, hazing, or sexual misconduct are also strictly prohibited. Neither the Leased Premises nor the buildings and improvement thereon shall be used at any time for the purpose of carrying on any business, profession or trade of any kind whatsoever.

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

- a. purchase the Improvements in accordance with Applicable Laws for an amount equal to the book value as of such termination date of the unamortized portion of the Improvements based on a thirty-five (35) year amortization; or
- b. require that, subject to approval by the LSU Representative, LESSEE assign, sublease or otherwise transfer its interest in the Improvements and its rights under the Lease to another LSU affiliated fraternity or sorority in good standing with University, or assign, sublease or transfer its Lease to a non-profit approved by LESSOR as an affiliate organization; or
- c. subject to the provisions of Section 16 hereof, require LESSEE, at LESSEE's expense, to remove the Improvements from the Leased Premises and restore the Leased Premises to a clean and orderly unimproved condition provided.

22. In the event of the termination of this Lease other than as a result of the default of LESSEE or Fraternity, and other than at the end of the term, LESSOR shall have the sole option to purchase the Improvements in accordance with Applicable Laws for an amount equal to the book value as of such termination date of the unamortized portion of the Improvements based on a thirty-five (35) year amortization.

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

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

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

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

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

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

28. The LSU Representative shall be either the President or LSU's Executive Vice President for Finance and Administration and CFO or designee. Unless otherwise directed in writing, the Associate Vice President for Facility and Property Oversight shall be the CFO's designee.

NOW COMES, the Epsilon Zeta Chapter of Alpha Tau Omega Fraternity who intervenes in this Lease, and specifically assumes all of the obligations of Fraternity as set forth herein.

[Signatures on Following Page]

THUS DONE AND SIGNED in Baton Rouge, Louisiana, on this ____ day of _____, 2021, in the presence of me, Notary, and the following competent witnesses, who have signed in the presence of the parties and me, Notary.

WITNESSES:

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

PRINTED NAME: _____

PRINTED NAME: _____

By: _____
Thomas C. Galligan, Jr., President
Louisiana State University

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

THUS DONE AND SIGNED in _____, Louisiana, on this ____ day of _____, 2021, in the presence of me, Notary, and the following competent witnesses, who have signed in the presence of the parties and me, Notary.

WITNESSES:

**EPSILON ZETA HOUSE
CORPORATION**

PRINTED NAME: _____

PRINTED NAME: _____

By: _____
PRINTED NAME: _____

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

WITNESSES:

INTERVENOR:

**EPSILON ZETA CHAPTER OF ALPHA
TAU OMEGA FRATERNITY**

Printed Name: _____

Printed Name: _____

By: _____

Title: _____

Date: _____



Board of Supervisors

Request from LSU A&M to Approve a Consent to Mortgage for Sigma Chi Fraternity

Date: June 18, 2021

1. Bylaw Citation

This requires approval pursuant to:

Ground Lease between LSU and Sigma Chi

2. Summary of Matter

Pursuant to the Ground Lease between LSU and Sigma Chi (acting through House of the Southern Woods, its housing corporation), Sigma Chi operates a fraternity house on LSU's campus.

In order to finance the construction of certain repairs and renovations, Sigma Chi intends to borrow approximately \$150,000 from the Constantine Housing Initiative, which loan will be secured by a leasehold mortgage on Sigma Chi's lease with LSU.

Under section 10 of the lease, the written consent of LSU is required for such a leasehold mortgage.

3. Review of Business Plan

House of the Southern Woods, the housing corporation for Sigma Chi, will borrow \$150,000 from Constantine Housing Initiative for a term of 5 years. The debt will be solely the responsibility of Sigma Chi; LSU is not a party to the loan and will have no legal liability for the debt. The debt will be secured by a Leasehold Mortgage of the leasehold rights Sigma Chi has from LSU pursuant to its lease (as amended and assigned in 2018). There is no obligation or expectation for LSU funds to be used in any way to repay the debt.

4. Fiscal Impact

There is no fiscal impact to the University.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

The attached Consent to Leasehold Mortgage has been provided by Sigma Chi. It is still being reviewed by LSU and its Office of General Counsel and is subject to change. All documents will be reviewed by the Office of General Counsel prior to execution by the President.

7. Parties of Interest

LSU, Sigma Chi, and House of the Southern Woods, the housing corporation for Sigma Chi, and Constantine Housing Initiative

8. Related Transactions

None.

9. Conflicts of Interest

None known.

10. Attachments

1. Transmittal Letter
2. Draft Lease to ATO

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes the President of LSU or designee, acting on behalf and in the name of the Board, and in consultation with general counsel, to execute and deliver a Consent to Leasehold Mortgage related to financing being sought by Sigma Chi and House of the Southern Woods, as required by the terms of the Ground Lease between LSU and Sigma Chi and/or House of the Southern Woods, and to provide any other approvals, authorizations, or certifications necessary for the financing being sought.



CAMPUS CORRESPONDENCE

To: Thomas C. Galligan, Jr., LSU President

Date: May 26, 2021

Through: Donna Torres, Interim 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

A handwritten signature in blue ink, appearing to be 'P. H. Martin', is written over the 'From:' field.

Re: Board of Supervisors Agenda, June 18, 2021
Request from LSU A&M to Approve a Consent to Mortgage for Sigma Chi Fraternity

This request will authorize the LSU President or his designee to approve a consent to mortgage for Sigma Chi Fraternity.

I recommend that this item be included on the agenda for the June 18, 2021 LSU Board of Supervisors meeting.

ATTACHMENT 2

Consent to Leasehold Mortgage

April __, 2021

Re: 27 Dalrymple Drive, Baton Rouge, Louisiana 70803

For the purpose of providing information to Constantine Housing Initiative (“CHI”), regarding the above referenced property (Premises), in which the undersigned House of the Southern Woods House Corporation is the tenant (Tenant) and Louisiana State University and Agricultural and Mechanical College is the Landlord (“Landlord”), pursuant to that certain lease agreement, as amended, demising the Premises to Tenant for a term beginning as of September 1, 1939, and ending August 31, 2038 (Lease), Tenant and Landlord does hereby certify to CHI as follows:

1. Tenant has notified Landlord that it has applied for and will be entering into a mortgage loan with CHI in the amount of \$150,000.00 (“Loan”).
2. The term of the Lease began on September 1, 1939, and ends on August 31, 2038.
3. All conditions precedent to the effectiveness of the Lease have been fully satisfied and the Lease is in full force and effect. A list of all the documents constituting the Lease is attached as Exhibit A.
4. Landlord agrees to make reasonable efforts to protect the investment of CHI under the Mortgage and Note.
5. Tenant is in full and complete possession of the Premises under the terms of the Lease, such possession having been delivered by Landlord.
6. All rent, charges, and other payments due Landlord under the Lease have been paid to and including _____, 2021.
7. Landlord has not delivered or received any notices of default under the Lease; to the best of the Landlord’s knowledge, there is no default by Tenant or Landlord under the Lease, nor has any event or omission occurred which, with the giving of notice or the lapse of time, or both, would constitute a default.
8. Tenant has not assigned or sublet the Lease.
9. Landlord is the record and beneficial owner of the Premises. Landlord has not subordinated its interest in the Lease to any mortgage, lien or other encumbrance on the fee. Landlord has not assigned, conveyed, transferred, sold encumbered or mortgaged its interest in the Lease or the Premises.

10. No third party has any option or preferential right to purchase all or any part of the Premises.
11. Landlord has not received written notice of any pending eminent domain proceedings or other governmental actions or any judicial actions of any kind against Lessor's interest in the Premises.
12. Landlord has not received written notice that it is in violation of any governmental law or regulation applicable to its interest in the Premises and has no reason to believe that there are grounds for any claim of any such violation.
13. There are no other agreements, written or oral, between the Tenant and the Landlord with respect to the Lease or the Premises.
14. Landlord agrees to provide fourteen (14) days' notice to CHI of any default by Tenant under the terms of the Lease.
15. Landlord acknowledges that CHI's address for notice and other purposes under the Lease is as follows:

Constantine Housing Initiative, Inc.
PO Box 13421
Pensacola, FL 32591

With a copy to:

Johnson & Sullivan, Ltd
11 East Hubbard, Suite 702
Chicago, Illinois 60611
Attn: Mario Sullivan

16. Landlord and Tenant, and the person or persons executing this Certificate on behalf of them, have the power and authority to execute this Certificate.
17. Landlord consents to the execution and delivery by Tenant to CHI of a Leasehold Mortgage, Assignment of Rents and Leases Agreement covering Tenant's leasehold interest in and to the Premises and the recording of same in the applicable real property records. Landlord also consents to the execution and delivery by Tenant, and the filing and/or recording in the appropriate public records, of such additional documents and instruments as Lender may deem necessary or desirable to establish, perfect and maintain a lien upon and against Tenant's leasehold interests in the Premises, including, but not limited to, Uniform Commercial Code financing statements and such other documents, instruments and agreements as CHI may deem necessary or desirable in connection with the creation, grant, maintenance, renewal, extension, modification or enforcement of the lien.
18. Landlord acknowledges that CHI is an investor and lender under the Lease and is entitled

to the benefit of all protections granted to an investor and lender under the Lease without the need for providing any separate notice under the Lease.

19. CHI and its successors and assigns may rely upon the truth and accuracy of the certifications contained in this Certificate, and this Certificate will be binding upon Landlord and Tenant, and their successors and assigns, and inure to the benefit of CHI and its successors and assigns. This Certificate may not be deemed to alter or modify any of the terms and conditions of the Lease.

I HAVE READ AND UNDERSTAND THE AFORESAID AND CERTIFY THAT SUCH INFORMATION IS TRUE AND CORRECT AS OF THE DATE SET FORTH BELOW.

Dated this _____ day of _____, 2021

TENANT

Name: _____

Dated this _____ day of _____, 2021

LANDLORD

Name: _____



Board of Supervisors

Request from LSU A&M for Authorization to Authorize a Sub-Lease between Pi Kappa Phi and Theta Chi

Date: June 18, 2021

1. Bylaw Citation

Pursuant to Article VII, Section 1

C. Lease of Immovable Property

2. Summary of Matter

The Pi Kappa Phi fraternity has a house on LSU's campus (the PKP House). Currently, the PKP House is unoccupied because Pi Kappa Phi has been suspended by LSU until May 2023. Pi Kappa Phi would like to sublease its house to Theta Chi. Theta Chi is a recognized Greek student organization that does not have a house on campus currently.

It is very common for a suspended Greek organization to sublease its house to another Greek organization. It is in LSU's interest that no Greek house is left unoccupied for an extended period of time, and the sublease provides a source of revenue to the suspended organization to ensure that once its suspension is over, it is able to return to campus and its house will remain in good condition. The sublease to Theta Chi will be for a term of 3 years, ending in May 2024.

LSU's Office of Student Life has no objection to the sublease from Pi Kappa Phi to Theta Chi.

At the same time, Pi Kappa Phi has requested approval to permanently assign its lease with LSU from Gamma Iota Housing Corporation (a single-purpose entity created for the benefit of the local chapter of Pi Kappa Phi) to an entity which is a subsidiary of their national housing corporation. The new permanent lessee would be PKPP Gamma Iota, LLC. This is not uncommon as fraternities at the national level revise and standardize their property portfolios across the country. It does not impact LSU or its rights and obligations from and to the organization.

3. Review of Business Plan

First, LSU will consent to the permanent assignment of the ground lease from Gamma Iota Housing Corporation to PKPP Gamma Iota, LLC. Then, LSU will consent to the temporary sublease of the PKP House to Helping Hand, LLC, the dedicated housing corporation for Theta Chi.

4. Fiscal Impact

The project will provide student housing and meeting space for Theta Chi members at no cost to the University, and there is no fiscal impact to the University. The sublease adds value to LSU by preventing the PKP House from going unoccupied during the period of its suspension.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

All documents for these related transactions will use standard LSU templates developed for similar transactions. A draft of the proposed consent to sublease with Theta Chi is attached; some terms are still under negotiation. The consent to the permanent assignment from one Pi Kappa Phi housing corporation to another will also use standard language relied on for similar transactions. All legal agreements will be reviewed by the Office of General Counsel prior to execution by the President.

7. Parties of Interest

LSU, Pi Kappa Phi, Iota Gamma Housing Corporation, PKPP Iota Gamma, LLC, Theta Chi, Helping Hand, LLC

8. Related Transactions

None.

9. Conflicts of Interest

None known.

10. Attachments

1. Transmittal Letter
2. Draft Consent to Assignment or Sublease

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes the President of LSU or his designee to execute: (1) a Consent to Assignment or Sublease between Pi Kappa Phi and Theta Chi or their respective housing corporations, (2) a Consent to Assignment between Iota Gamma Housing Corporation and PKPP Iota Gamma, LLC, and (3) any other agreements, consents, approvals, or other documents needed to effectuate this transaction, with all leases, agreements, consents, approvals, and other documents to contain such terms and conditions as the President, in consultation with the General Counsel, deems to be in the best interests of LSU.



CAMPUS CORRESPONDENCE

To: Thomas C. Galligan, Jr., LSU President

Date: May 28, 2021

Through: Donna Torres, Interim 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

A handwritten signature in blue ink, appearing to read 'P. H. Martin, V', is written over the 'From:' field.

Re: Board of Supervisors Agenda, June 18, 2021
Request from LSU A&M for Authorization to Authorize a Sub-Lease between Pi Kappa Phi
and Theta Chi

This request will authorize the LSU President or his designee to authorize a sub-lease between Pi Kappa Phi and Theta Chi.

I recommend that this item be included on the agenda for the June 18, 2021 LSU Board of Supervisors meeting.

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

CONSENT TO ASSIGNMENT OR SUBLEASE

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

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE, a public constitutional corporation organized and existing under the constitution and laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, appearing herein through its Interim Executive Vice President for Finance and Administration and CFO, Donna Torres, duly authorized (hereinafter referred to as "LSU", "UNIVERSITY", or "LESSOR");

PKPP Gamma Iota, LLC, a Florida LLC which is solely owned by Phi Kappa Phi Properties, Inc. with an office located in the Parish of East Baton Rouge, State of Louisiana, appearing herein through its duly authorized representative (hereinafter referred to as "Assignor");

and

Helping Hand LLC, a limited liability company, whose mailing address is _____, appearing herein through its undersigned duly authorized officer (herein referred to as "Assignee");

WITNESSETH:

WHEREAS, by virtue of that certain Lease by and between LSU, as lessor, and Gamma Iota Housing Corporation, as lessee, dated February 1, 1963 as amended and reassigned on _____ and _____, LSU did lease (the "Lease") the following described property (the "Leased Premises") to Assignor:

A certain lot or parcel of ground comprising a portion of the Louisiana State University Campus, Parish of East Baton Rouge, State of Louisiana, together with all improvements thereon and all rights, ways, privileges, and servitudes thereunto belonging to or in anywise appertaining, and being more particularly described as Lot No. Fifteen (15) of the new Sorority Lots as shown on map of survey made by C. Carter Brown, dated June 25, 1964, and revised October 7, 1964, entitled, "Louisiana State University Subdivision of Sorority Area,".

WHEREAS, Assignor is not currently authorized to conduct activities on the LSU campus and is therefore unable to occupy the Leased Premises;

WHEREAS, Assignee is authorized to conduct activities on the LSU campus pursuant to its own separate and independent recognition by Lessor;

WHEREAS, Assignor desires to assign or sublease its house located on the Leased Premises to Assignee for a limited period in accordance with the terms of the attached agreement (attached hereto as Exhibit A); and

WHEREAS, the Lease requires Lessor's written consent to any assignment or sublease:

NOW THEREFORE, LSU hereby consents to the assignment or sublease by Assignor of its interest in the Lease to Assignee as provided for in Exhibit A, provided however that any terms contained in Exhibit A that conflict with or purport to modify the terms and conditions of the Lease and this Agreement shall be null and void, and

FURTHERMORE, Assignee agrees that it shall not grant a mortgage or security interest in the separately owned immovable property located on the Leased Premises except with the written consent of LSU.

FURTHERMORE, in consideration for LSU's consent given above, LSU, Assignor, and Assignee have agreed that the following provisions will be amended into the Lease for the duration of the assignment or sublease:

1. At all times the immovables located on and the condition of the Leased Premises shall be maintained in a manner acceptable to Lessor in accordance with the terms of that certain Permanent Memorandum dated July 10, 2018 ("PM-68"), which may be amended and/or restated from time-to-time and which is incorporated into the Lease and shall be binding on Assignee and any successors in interest.

2. Assignee and its invitees shall use their best efforts to keep the leased premises and any improvements thereon free from any and all contamination and pollution. Assignee and their invitees shall not store any hazardous or toxic substance on or about the leased premises or any improvements thereon. Assignee agrees to notify LSU immediately of any and all contamination or pollution discovered on, about, or near the leased premises or any improvements thereon. Assignee shall save and hold LSU harmless and defend and indemnify LSU for any charge or liability resulting from any contamination or pollution present on or about the Leased Premises or in any improvements thereon if such contamination or pollution was caused in whole or in part by Assignee and/or an invitee of Assignee.

3. In the event Assignee makes any constructions, renovations, alterations, or improvements on or about the Leased Premises or on or about any buildings or improvements located thereon, and a laborer's or materialman's lien or claim is filed against the Leased Premises or any part thereof as a result of said constructions, renovations, alterations, or improvements, Assignee shall within twenty (20) days of the recordation of any such claim or lien have such claim or lien cancelled or deposit with the recorder of mortgages of East Baton Rouge Parish, Louisiana, a bond or adequate funds guaranteeing payment of said lien or claim in full.

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

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

6. The waiver by LSU of any breach of any term, covenant, condition or provision herein contained shall not be deemed to be a waiver of such term, covenant, condition or provision with respect to any preceding or subsequent breach of the same or any other term, covenant,

condition or provision hereunder. No term, covenant, condition or provision of this Lease shall be deemed to have been waived by LSU, unless such waiver is in writing by LSU.

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

- constitutes an imminent danger to any person; or
- becomes uninhabitable; or
- has been abandoned by Assignee; or
- constitutes a clear nuisance; **and** has not been used or occupied for a period of more than thirty (30) days, exclusive of LSU holidays; for purposes of this provision, the house shall be considered used or occupied if it is being repaired or renovated by Assignee after sustaining damage, and if Assignee is delayed in making repairs or renovations after damage despite good faith efforts, Assignee and LSU will work in good faith to resolve the problem prior to LSU taking action under this provision.

Assignee shall promptly, upon demand, reimburse Louisiana State University for all related costs and expenses.

8. Notwithstanding any terms and conditions of any mortgage or other agreement between Assignee and another person or entity to the contrary, any insurance proceeds payable for any damage or destruction to the improvements, shall be used to repair or restore the improvements to the extent reasonably feasible. Any mortgagee having a mortgage upon the improvements at the time of the damage or destruction shall have the right to require that the insurance proceeds be escrowed with it and disbursed in periodic payments to the persons performing the restoration work as such work progresses.

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

10. Any terms and conditions contained in any mortgage by Assignee in favor of any lender or creditor or other agreement between Assignee and any lender or creditor inconsistent with any term or condition contained herein shall be null and void and have no effects or prejudice on the rights of LSU as set forth herein or established by law.

11. The Lease, as amended by this Consent to Assignment or Sublease, constitutes the entire agreement between the parties hereto and supersedes any prior agreements relative to the Leased Premises. To the extent any condition of this Lease, as amended herein, conflicts with the terms of the original Lease, the terms and conditions of the Lease, as amended herein, shall control. This Lease, as amended herein, can only be modified in writing signed by the parties hereto.

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

13. Venue for any disputes arising under the agreement shall be the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

14. Assignee shall maintain general liability insurance, in a form and with coverage limits acceptable to Lessor and naming Lessor as an additional insured.

15. This Lease, as amended, shall not operate to extend the term of the original Lease.

THUS DONE AND SIGNED in _____, Louisiana, on this _____ day of _____, 2021, in the presence of me, Notary, and the following competent witnesses, who have signed in the presence of the parties and me, Notary.

WITNESSES:

PKPP Gamma Iota, LLC

Printed Name: _____

By: _____
Printed Name: _____

Printed Name: _____

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



THUS DONE AND SIGNED in _____, Louisiana, on this _____
day of _____, 2021, in the presence of me, Notary, and the following
competent witnesses, who have signed in the presence of the parties and me, Notary.

WITNESSES:

Helping Hand, LLC

Printed Name: _____

By: _____
Printed Name: _____

Printed Name: _____

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

THUS DONE AND SIGNED in East Baton Rouge Parish, Louisiana, on this _____ day of _____, 2021, in the presence of me, Notary, and the following competent witnesses, who have signed in the presence of the parties and me, Notary.

WITNESSES:

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

Printed Name: _____

By:

Donna Torres, Interim Executive Vice
President for Finance and Administration and
CFO

Printed Name: _____

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





Board of Supervisors

HEALTHCARE & MEDICAL EDUCATION COMMITTEE

BOARD OF SUPERVISORS MEETING | JUNE 18, 2021



Board of Supervisors

ATHLETICS COMMITTEE

BOARD OF SUPERVISORS MEETING | JUNE 18, 2021



Board of Supervisors

Request from from LSU Alexandria to Approve the Employment Contract with Steven Adams, Baseball Head Coach

Date: June 18, 2021

1. Bylaw Citation

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.

2. Summary of Matter

This resolution seeks approval of the proposed employment contract for Steven Adams, Head Coach, LSUA Baseball.

Notes:

- 1) base salary of \$48,000, fiscal years 2022 through 2024.
- 2) Eligible for any LSUA cost-of-living or merit-based salary adjustment as determined by LSUA administration and in accordance with available Athletic Auxiliary funding

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

All funding relating to this employment contract will be paid from revenues generated by the Athletic Department. No state general fund or tuition dollars will be used to fund this employment contract.

There will be no net fiscal impact on LSUA or LSU as Steven Adams is currently employed at the annual salary reference above.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

The Office of General Counsel and the Office, LSUA Finance and Administrative Services and the Human Resource Management at LSUA have reviewed proposed contract.

7. Parties of Interest

Not applicable.

8. Related Transactions

Not applicable.

9. Conflicts of Interest

None.

10. Attachments

1. Contract renewal for Steven Adams

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the President of LSU, or his designee, to sign the employment agreement as described within this resolution.

BE IT FURTHER RESOLVED that the President of LSU, or his designee, be and he is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, in consultation with General Counsel, to include in the Agreement any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors.

STATE OF LOUISIANA

PARISH OF RAPIDES

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of this 1st day of July 2021, by and between BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY “LSU” a body existing under the Constitution and laws of the State of Louisiana, LOUISIANA STATE UNIVERSITY OF ALEXANDRIA (“LSUA”) herein represented by Dr. Paul Coreil, its duly authorized Chancellor, and Steven Adams (“COACH”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning as shown:
 - a. “LSUA”: The campus of LSUA which is located in Alexandria, Louisiana.
 - b. “Chancellor”: The Chancellor of LSUA
 - c. “Athletic Director”” The Director of Athletics at LSUA.
 - d. “Base Salary Amount:” The annual sum indicated per contract year in Section 5.
 - e. “Start Date:” July 1, 2021
 - f. “End Date:” June 30, 2024
 - g. “Program”: The intercollegiate Baseball program at LSUA.
 - h. “Team”: The intercollege athletic team which is a part of the Program

2. **Employment.** LSUA 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 Chancellor. COACH will be responsible for the Program at LSUA. 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 LSUA retains the right to reassign COACH to other

positions within LSUA 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 devote full-time attention to the performance of the duties herein.

3. **Duties and Responsibilities.** As head coach of the team, COACH's duties and responsibilities shall include the following, all subject to law, LSUA policy, and the directives, input, and advice of the Chancellor and the Athletic Director.
- a. Administering, managing, and leading the Program in an effort professionally appropriate and competent manner;
 - b. Administering, managing, and leading the Program in an effort to effectively compete in the National Association of Intercollegiate Athletics (NAIA) play;
 - c. Hiring and managing the assistant coaches and other 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 LSUA, of: (i) applicable federal and state laws governing intercollegiate athletics; and (ii) all governing constitutions, bylaws, rules, policies, interpretations and regulations of the NAIA, the Red River Athletic Conference (RRAC), LSUA, and any other conference or organization of which LSUA is or becomes a member during the term of this agreement; all hereinafter collectively referred to as "Governing Athletics Regulations";

- f. Assuring and monitoring compliance with Governing Athletics Regulations by COACH and all student athlete members of the Team, assistant coaches, other Program staff members, and other individuals under or subject to COACH's direct control, authority, or supervision;
- g. Promptly reporting any violation of Governing Athletics Regulations to the Athletic Director;
- h. Cooperating fully in any investigations of possible NAIA violations conducted or authorized by LSUA or the NAIA at any time;
- i. Reasonably observing, respecting, and promoting the principles of institutional control in the program;
- j. Reasonably understanding, observing, and upholding LSUA'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 LSUA's mission (provided said mission is reasonable and communicate 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 LSUA;
- 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

- m. comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the program and LSUA;
 - n. Using reasonable efforts to promote the goal of LSA, that every student athlete obtain a baccalaureate degree, and reasonably cooperating with academic counselors or similar persons designated by LSUA to assist student athletes and the faculty and administrators of LSUA in connection with the academic pursuits of student athletes;
 - o. 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 LSUA;
 - p. Performing all other reasonable duties customarily performed by head coaches in Team's sport of commensurate rank serving other NAIA 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 End Date.
5. **Base Salary.** LSUA agrees to pay COACH the following annual amounts, each in twelve (12) equal monthly installments:
- a. Fiscal Year 2022 (starting July 2021, ending June 2022): \$48,000
 - b. Fiscal Year 2023 (starting July 2022, ending June 2023): \$48,000
 - c. Fiscal Year 2024 (starting July 2022, ending June 2024): \$48,000

Base salary may be modified by any annual salary increase(s) offered by LSUA as part of a campus-wide cost-of-living or merit-based salary adjustments.

6. **Supplemental Compensation.** NONE.

7. **Incentive Compensation.** NONE.

8. **Retirement and Fringe Benefits.** COACH shall be entitled to participate in the retirement and fringe benefit programs available to all unclassified professional LSUA 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 LSUA 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 LSUA and the foundation.

- a. As part of any third-party apparel and or equipment related contract with LSUA, coaching acknowledges and agrees that TEAM may be provided and/or allocated apparel and/or equipment from and by LSUA, which apparel and equipment shall be used exclusively and solely by COACH in the furtherance of COACH's employment duties and team related activities as applicable to coach his employment with LSUA.
- b. Other customary, reasonable and related employee benefits to be provided by foundations affiliated with LSUA, as authorized by the Chancellor after review by the LSU System General Counsel and a determination that such benefits are in compliance with LSU policy in the Louisiana Code of Ethics.

9. **Additional Revenue.** Subject to the limitations imposed by this Section and compliance with applicable laws and Governing Athletics Regulations, if any, and LSU's PM-11, COACH may earn or receive other revenue ("Additional Revenue") while employed by LSUA, including sponsoring or working with sports camps or clinics, provided, however, that COACH shall obtain prior written approval from Athletic Director or Chancellor, 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. LSUA does not guarantee any amount of Additional Revenue.
10. **Sports Camps.** COACH, subject to Governing Athletics Regulations, may operate or work at sports camps/clinics at LSUA. LSUA 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 camps or clinic to any other person or entity, without the prior written approval of the Chancellor.
11. **Assignment and Retirement Benefits.**
- a. **Assignment.** To the extent permitted by law, COACH may require LSUA 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 approval of LSUA, which approval shall not be unreasonably withheld.
 - b. **Retirement Benefits.** Regardless of whether the services are performed directly for LSUA or through contract with a separate legal entity, whether such 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 be considered “Base Pay”, “earn compensation,” or “earnable compensation” as such terms are defined in the 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 Postseason 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 LSUA for Cause.** This Agreement may be terminated for “cause” by LSUA, acting through the 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 LSUA 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 LSUA 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 to promptly report any such violation by another person to the Athletic Director
- 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 LSUA; (ii) brings COACH into substantial public repute 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 LSUA;
- 5) Unreasonably refusing or repeatedly failing to perform any duties imposed upon COACH herein (including, but not limited to, those duties 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 LSUA's reasonable expectation;

- 6) Knowingly committing material or repeated significant violations of any provision of this Agreement, provided said initial violation are not cured within ten (10) days of COCAH's receipt of written notice of the same;
- 7) Prolonged absence from LSUA without its consent, which will not unreasonably be withheld;
- 8) 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 LSUA, the NAIA, or the RRAC, 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) Failing to respond reasonably accurately and fully within a reasonable time to any reasonable requests or injury relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSUA, the NAIA, the RRAC, or any other governing body having supervision over the athletic programs of LSUA 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) 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) 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 Athletic 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, assistance 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 Athletic Rules;

- 15) Failing reasonably to cooperate in the investigation and enforcement of Governing Athletic 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 NAIA or RRAC, the making or rendition of a finding or determination by the NAIA, RRAC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by COACH of NAIA or RRAC 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 Athletic Director 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 LSUA.

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 LSUA will pay COACH liquidated damages, in lieu of any and all other remedies or equitable relief as detailed below. In the event of termination by LSUA 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 LSUA 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 for the current year of this Agreement, excluding any extended term. A partial year shall

be pro-rated. 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 year of termination of this Agreement, excluding any extended term.

- 3) In the event of termination by LSUA without cause the amount of liquidated damages owed by LSUA 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 LSUA's obligations 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.
- 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 LSUA prior to its expiration by lapse of them 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 LSUA 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 LSUA. In the event COACH terminates this Agreement without cause, COACH will pay LSUA 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 LSUA (unless otherwise mutually agreed by LSUA and COACH), and LSUA shall not thereafter be reliable 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 zero 0% percent of all remaining guaranteed Base Salary and Supplemental Compensation due under the Agreement on the termination date. 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 LSUA 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 Chancellor, if COACH is not in breach of any provision of this Agreement and LSUA determines that such a waiver would serve the best interest of LSUA, considering factors such as, but not limited to, COACH's length of service with LSUA, 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 LSUA 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 LSUA to incur administrative, recruiting, and resettlements 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 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, LSUA 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 LSUA, which shall not be exercised arbitrarily or capriciously.
- 2) LSUA may suspend COACH for an indefinite period during any investigation by LSUA, another governmental entity, or the NAIA or RRAC to determine whether COACH has violated any laws or Governing Athletic 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, LSUA 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 LSUA to terminate COACH for cause.

- 3) COACH shall be subject to disciplinary or corrective action by the NAIA or RRAC for any violation of NAIA or RRAC regulations, respectively. Such action by the NAIA or RRAC shall not preclude or in any manner affect LSUA'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 reasons 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 termination date reasonably.
- f. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusive 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 LSUA 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 sustain 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 LSUA 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 procedure 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 LSUA.

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 LSUA or developed by COACH on behalf of or at the expense of LSUA or otherwise in connection with the employment of COACH are and sole remain the sole and confidential property of LSUA. Within (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 LSUA. At the same time, COACH shall return to LSUA all credit cards, keys, computers, mobile communication devices and other items belonging to LSUA 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 COACH and LSUA 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 over such matters, 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 LSUA or LSUA otherwise determine 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 LSUA 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 LSUA) 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 disallow 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 LSUA policy.
- c. 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.

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 LSUA 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 perspective 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 LSUA 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 LSUA 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 Rapides Parish, Louisiana.

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



Board of Supervisors

Request from from LSU Alexandria to Approve the Employment Contract with Robert Austin, Women's Basketball Head Coach

Date: June 18, 2021

1. Bylaw Citation

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.

2. Summary of Matter

This resolution seeks approval of the proposed employment contract for Robert (Bob) Austin, Head Coach, LSUA Women's Basketball.

Notes:

- 1) base salary of \$45,000, fiscal years 2022 through 2024.
- 2) Eligible for any LSUA cost-of-living or merit-based salary adjustment as determined by LSUA administration and in accordance with available Athletic Auxiliary funding

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

All funding relating to this employment contract will be paid from revenues generated by the Athletic Department. No state general fund or tuition dollars will be used to fund this employment contract.

There will be no net fiscal impact on LSUA or LSU as Bob Austin is currently employed at the annual salary reference above.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

The Office of General Counsel and the Office, LSUA Finance and Administrative Services and the Human Resource Management at LSUA have reviewed proposed contract.

7. Parties of Interest

Not applicable.

8. Related Transactions

Not applicable.

9. Conflicts of Interest

None.

10. Attachments

1. Contract renewal for Robert Austin

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the President of LSU, or his designee, to sign the employment agreement as described within this resolution.

BE IT FURTHER RESOLVED that the President of LSU, or his designee, be and he is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, in consultation with General Counsel, to include in the Agreement any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors.

STATE OF LOUISIANA

PARISH OF RAPIDES

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of this 1st day of July 2021, by and between BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY “LSU” a body existing under the Constitution and laws of the State of Louisiana, LOUISIANA STATE UNIVERSITY OF ALEXANDRIA (“LSUA”) herein represented by Dr. Paul Coreil, its duly authorized Chancellor, and Robert (Bob) Austin (“COACH”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning as shown:
 - a. “LSUA”: The campus of LSUA which is located in Alexandria, Louisiana.
 - b. “Chancellor”: The Chancellor of LSUA
 - c. “Athletic Director”” The Director of Athletics at LSUA.
 - d. “Base Salary Amount:” The annual sum indicated per contract year in Section 5.
 - e. “Start Date:” July 1, 2021
 - f. “End Date:” June 30, 2024
 - g. “Program”: The intercollegiate Women’s Basketball program at LSUA.
 - h. “Team”: The intercollege athletic team which is a part of the Program

2. **Employment.** LSUA 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 Chancellor. COACH will be responsible for the Program at LSUA. 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 LSUA retains the right to reassign COACH to other

positions within LSUA 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 devote full-time attention to the performance of the duties herein.

3. **Duties and Responsibilities.** As head coach of the team, COACH's duties and responsibilities shall include the following, all subject to law, LSUA policy, and the directives, input, and advice of the Chancellor and the Athletic Director.
- a. Administering, managing, and leading the Program in an effort professionally appropriate and competent manner;
 - b. Administering, managing, and leading the Program in an effort to effectively compete in the National Association of Intercollegiate Athletics (NAIA) play;
 - c. Hiring and managing the assistant coaches and other 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 LSUA, of: (i) applicable federal and state laws governing intercollegiate athletics; and (ii) all governing constitutions, bylaws, rules, policies, interpretations and regulations of the NAIA, the Red River Athletic Conference (RRAC), LSUA, and any other conference or organization of which LSUA is or becomes a member during the term of this agreement; all hereinafter collectively referred to as "Governing Athletics Regulations";

- f. Assuring and monitoring compliance with Governing Athletics Regulations by COACH and all student athlete members of the Team, assistant coaches, other Program staff members, and other individuals under or subject to COACH's direct control, authority, or supervision;
- g. Promptly reporting any violation of Governing Athletics Regulations to the Athletic Director;
- h. Cooperating fully in any investigations of possible NAIA violations conducted or authorized by LSUA or the NAIA at any time;
- i. Reasonably observing, respecting, and promoting the principles of institutional control in the program;
- j. Reasonably understanding, observing, and upholding LSUA'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 LSUA's mission (provided said mission is reasonable and communicate 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 LSUA;
- 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

- m. comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the program and LSUA;
 - n. Using reasonable efforts to promote the goal of LSA, that every student athlete obtain a baccalaureate degree, and reasonably cooperating with academic counselors or similar persons designated by LSUA to assist student athletes and the faculty and administrators of LSUA in connection with the academic pursuits of student athletes;
 - o. 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 LSUA;
 - p. Performing all other reasonable duties customarily performed by head coaches in Team's sport of commensurate rank serving other NAIA 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 End Date.
5. **Base Salary.** LSUA agrees to pay COACH the following annual amounts, each in twelve (12) equal monthly installments:
- a. Fiscal Year 2022 (starting July 2021, ending June 2022): \$45,000
 - b. Fiscal Year 2023 (starting July 2022, ending June 2023): \$45,000
 - c. Fiscal Year 2024 (starting July 2022, ending June 2024): \$45,000

Base salary may be modified by any annual salary increase(s) offered by LSUA as part of a campus-wide cost-of-living or merit-based salary adjustments.

6. **Supplemental Compensation.** NONE.

7. **Incentive Compensation.** NONE.

8. **Retirement and Fringe Benefits.** COACH shall be entitled to participate in the retirement and fringe benefit programs available to all unclassified professional LSUA 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 LSUA 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 LSUA and the foundation.

- a. As part of any third-party apparel and or equipment related contract with LSUA, coaching acknowledges and agrees that TEAM may be provided and/or allocated apparel and/or equipment from and by LSUA, which apparel and equipment shall be used exclusively and solely by COACH in the furtherance of COACH's employment duties and team related activities as applicable to coach his employment with LSUA.
- b. Other customary, reasonable and related employee benefits to be provided by foundations affiliated with LSUA, as authorized by the Chancellor after review by the LSU System General Counsel and a determination that such benefits are in compliance with LSU policy in the Louisiana Code of Ethics.

9. **Additional Revenue.** Subject to the limitations imposed by this Section and compliance with applicable laws and Governing Athletics Regulations, if any, and LSU's PM-11, COACH may earn or receive other revenue ("Additional Revenue") while employed by LSUA, including sponsoring or working with sports camps or clinics, provided, however, that COACH shall obtain prior written approval from Athletic Director or Chancellor, 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. LSUA does not guarantee any amount of Additional Revenue.
10. **Sports Camps.** COACH, subject to Governing Athletics Regulations, may operate or work at sports camps/clinics at LSUA. LSUA 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 camps or clinic to any other person or entity, without the prior written approval of the Chancellor.
11. **Assignment and Retirement Benefits.**
- a. **Assignment.** To the extent permitted by law, COACH may require LSUA 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 approval of LSUA, which approval shall not be unreasonably withheld.
 - b. **Retirement Benefits.** Regardless of whether the services are performed directly for LSUA or through contract with a separate legal entity, whether such 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 be considered “Base Pay”, “earn compensation,” or “earnable compensation” as such terms are defined in the 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 Postseason 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 LSUA for Cause.** This Agreement may be terminated for “cause” by LSUA, acting through the 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 LSUA 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 LSUA 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 to promptly report any such violation by another person to the Athletic Director
- 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 LSUA; (ii) brings COACH into substantial public repute 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 LSUA;
- 5) Unreasonably refusing or repeatedly failing to perform any duties imposed upon COACH herein (including, but not limited to, those duties 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 LSUA's reasonable expectation;

- 6) Knowingly committing material or repeated significant violations of any provision of this Agreement, provided said initial violation are not cured within ten (10) days of COCAH's receipt of written notice of the same;
- 7) Prolonged absence from LSUA without its consent, which will not unreasonably be withheld;
- 8) 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 LSUA, the NAIA, or the RRAC, 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) Failing to respond reasonably accurately and fully within a reasonable time to any reasonable requests or injury relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSUA, the NAIA, the RRAC, or any other governing body having supervision over the athletic programs of LSUA 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) 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) 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 Athletic 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, assistance 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 Athletic Rules;

- 15) Failing reasonably to cooperate in the investigation and enforcement of Governing Athletic 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 NAIA or RRAC, the making or rendition of a finding or determination by the NAIA, RRAC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by COACH of NAIA or RRAC 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 Athletic Director 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 LSUA.

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 LSUA will pay COACH liquidated damages, in lieu of any and all other remedies or equitable relief as detailed below. In the event of termination by LSUA 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 LSUA 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 for the current year of this Agreement, excluding any extended term. A partial year shall

be pro-rated. 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 year of termination of this Agreement, excluding any extended term.

- 3) In the event of termination by LSUA without cause the amount of liquidated damages owed by LSUA 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 LSUA's obligations 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.
- 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 LSUA prior to its expiration by lapse of them 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 LSUA 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 LSUA. In the event COACH terminates this Agreement without cause, COACH will pay LSUA 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 LSUA (unless otherwise mutually agreed by LSUA and COACH), and LSUA shall not thereafter be reliable 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 zero 0% percent of all remaining guaranteed Base Salary and Supplemental Compensation due under the Agreement on the termination date. 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 LSUA 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 Chancellor, if COACH is not in breach of any provision of this Agreement and LSUA determines that such a waiver would serve the best interest of LSUA, considering factors such as, but not limited to, COACH's length of service with LSUA, 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 LSUA 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 LSUA to incur administrative, recruiting, and resettlements 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 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, LSUA 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 LSUA, which shall not be exercised arbitrarily or capriciously.
- 2) LSUA may suspend COACH for an indefinite period during any investigation by LSUA, another governmental entity, or the NAIA or RRAC to determine whether COACH has violated any laws or Governing Athletic 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, LSUA 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 LSUA to terminate COACH for cause.

- 3) COACH shall be subject to disciplinary or corrective action by the NAIA or RRAC for any violation of NAIA or RRAC regulations, respectively. Such action by the NAIA or RRAC shall not preclude or in any manner affect LSUA'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 reasons 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 termination date reasonably.
- f. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusive 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 LSUA 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 sustain 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 LSUA 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 procedure 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 LSUA.

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 LSUA or developed by COACH on behalf of or at the expense of LSUA or otherwise in connection with the employment of COACH are and sole remain the sole and confidential property of LSUA. Within (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 LSUA. At the same time, COACH shall return to LSUA all credit cards, keys, computers, mobile communication devices and other items belonging to LSUA 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 COACH and LSUA 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 over such matters, 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 LSUA or LSUA otherwise determine 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 LSUA 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 LSUA) 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 disallow 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 LSUA policy.
- c. 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.

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 LSUA 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 perspective judgements 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 LSUA 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 LSUA 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 Rapides Parish, Louisiana.

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



Board of Supervisors

Request from from LSU Alexandria to Approve the Employment Contract with Adam Burch, Softball Head Coach

Date: June 18, 2021

1. Bylaw Citation

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.

2. Summary of Matter

This resolution seeks approval of the proposed employment contract for Adam Burch, Head Coach, LSUA Softball.

Notes:

- 1) base salary of \$45,000, fiscal years 2022 through 2024.
- 2) Eligible for any LSUA cost-of-living or merit-based salary adjustment as determined by LSUA administration and in accordance with available Athletic Auxiliary funding

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

All funding relating to this employment contract will be paid from revenues generated by the Athletic Department. No state general fund or tuition dollars will be used to fund this employment contract.

There will be no net fiscal impact on LSUA or LSU as Adam Burch is currently employed at the annual salary reference above.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

The Office of General Counsel and the Office, LSUA Finance and Administrative Services and the Human Resource Management at LSUA have reviewed proposed contract.

7. Parties of Interest

Not applicable.

8. Related Transactions

Not applicable.

9. Conflicts of Interest

None.

10. Attachments

1. Contract renewal for Adam Burch

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the President of LSU, or his designee, to sign the employment agreement as described within this resolution.

BE IT FURTHER RESOLVED that the President of LSU, or his designee, be and he is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, in consultation with General Counsel, to include in the Agreement any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors.

STATE OF LOUISIANA

PARISH OF RAPIDES

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of this 1st day of July 2021, by and between BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY “LSU” a body existing under the Constitution and laws of the State of Louisiana, LOUISIANA STATE UNIVERSITY OF ALEXANDRIA (“LSUA”) herein represented by Dr. Paul Coreil, its duly authorized Chancellor, and Adam Burch (“COACH”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning as shown:
 - a. “LSUA”: The campus of LSUA which is located in Alexandria, Louisiana.
 - b. “Chancellor”: The Chancellor of LSUA
 - c. “Athletic Director”” The Director of Athletics at LSUA.
 - d. “Base Salary Amount:” The annual sum indicated per contract year in Section 5.
 - e. “Start Date:” July 1, 2021
 - f. “End Date:” June 30, 2024
 - g. “Program”: The intercollegiate Softball program at LSUA.
 - h. “Team”: The intercollege athletic team which is a part of the Program

2. **Employment.** LSUA 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 Chancellor. COACH will be responsible for the Program at LSUA. 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 LSUA retains the right to reassign COACH to other

positions within LSUA 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 devote full-time attention to the performance of the duties herein.

3. **Duties and Responsibilities.** As head coach of the team, COACH's duties and responsibilities shall include the following, all subject to law, LSUA policy, and the directives, input, and advice of the Chancellor and the Athletic Director.
- a. Administering, managing, and leading the Program in an effort professionally appropriate and competent manner;
 - b. Administering, managing, and leading the Program in an effort to effectively compete in the National Association of Intercollegiate Athletics (NAIA) play;
 - c. Hiring and managing the assistant coaches and other 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 LSUA, of: (i) applicable federal and state laws governing intercollegiate athletics; and (ii) all governing constitutions, bylaws, rules, policies, interpretations and regulations of the NAIA, the Red River Athletic Conference (RRAC), LSUA, and any other conference or organization of which LSUA is or becomes a member during the term of this agreement; all hereinafter collectively referred to as "Governing Athletics Regulations";

- f. Assuring and monitoring compliance with Governing Athletics Regulations by COACH and all student athlete members of the Team, assistant coaches, other Program staff members, and other individuals under or subject to COACH's direct control, authority, or supervision;
- g. Promptly reporting any violation of Governing Athletics Regulations to the Athletic Director;
- h. Cooperating fully in any investigations of possible NAIA violations conducted or authorized by LSUA or the NAIA at any time;
- i. Reasonably observing, respecting, and promoting the principles of institutional control in the program;
- j. Reasonably understanding, observing, and upholding LSUA'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 LSUA's mission (provided said mission is reasonable and communicate 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 LSUA;
- 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

- m. comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the program and LSUA;
 - n. Using reasonable efforts to promote the goal of LSA, that every student athlete obtain a baccalaureate degree, and reasonably cooperating with academic counselors or similar persons designated by LSUA to assist student athletes and the faculty and administrators of LSUA in connection with the academic pursuits of student athletes;
 - o. 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 LSUA;
 - p. Performing all other reasonable duties customarily performed by head coaches in Team's sport of commensurate rank serving other NAIA 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 End Date.
5. **Base Salary.** LSUA agrees to pay COACH the following annual amounts, each in twelve (12) equal monthly installments:
- a. Fiscal Year 2022 (starting July 2021, ending June 2022): \$45,000
 - b. Fiscal Year 2023 (starting July 2022, ending June 2023): \$45,000
 - c. Fiscal Year 2024 (starting July 2022, ending June 2024): \$45,000

Base salary may be modified by any annual salary increase(s) offered by LSUA as part of a campus-wide cost-of-living or merit-based salary adjustments.

6. **Supplemental Compensation.** NONE.

7. **Incentive Compensation.** NONE.

8. **Retirement and Fringe Benefits.** COACH shall be entitled to participate in the retirement and fringe benefit programs available to all unclassified professional LSUA 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 LSUA 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 LSUA and the foundation.

- a. As part of any third-party apparel and or equipment related contract with LSUA, coaching acknowledges and agrees that TEAM may be provided and/or allocated apparel and/or equipment from and by LSUA, which apparel and equipment shall be used exclusively and solely by COACH in the furtherance of COACH's employment duties and team related activities as applicable to coach his employment with LSUA.
- b. Other customary, reasonable and related employee benefits to be provided by foundations affiliated with LSUA, as authorized by the Chancellor after review by the LSU System General Counsel and a determination that such benefits are in compliance with LSU policy in the Louisiana Code of Ethics.

9. **Additional Revenue.** Subject to the limitations imposed by this Section and compliance with applicable laws and Governing Athletics Regulations, if any, and LSU's PM-11, COACH may earn or receive other revenue ("Additional Revenue") while employed by LSUA, including sponsoring or working with sports camps or clinics, provided, however, that COACH shall obtain prior written approval from Athletic Director or Chancellor, 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. LSUA does not guarantee any amount of Additional Revenue.
10. **Sports Camps.** COACH, subject to Governing Athletics Regulations, may operate or work at sports camps/clinics at LSUA. LSUA 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 camps or clinic to any other person or entity, without the prior written approval of the Chancellor.
11. **Assignment and Retirement Benefits.**
- a. **Assignment.** To the extent permitted by law, COACH may require LSUA 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 approval of LSUA, which approval shall not be unreasonably withheld.
 - b. **Retirement Benefits.** Regardless of whether the services are performed directly for LSUA or through contract with a separate legal entity, whether such 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 be considered “Base Pay”, “earn compensation,” or “earnable compensation” as such terms are defined in the 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 Postseason 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 LSUA for Cause.** This Agreement may be terminated for “cause” by LSUA, acting through the 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 LSUA 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 LSUA 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 to promptly report any such violation by another person to the Athletic Director
- 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 LSUA; (ii) brings COACH into substantial public repute 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 LSUA;
- 5) Unreasonably refusing or repeatedly failing to perform any duties imposed upon COACH herein (including, but not limited to, those duties 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 LSUA's reasonable expectation;

- 6) Knowingly committing material or repeated significant violations of any provision of this Agreement, provided said initial violation are not cured within ten (10) days of COCAH's receipt of written notice of the same;
- 7) Prolonged absence from LSUA without its consent, which will not unreasonably be withheld;
- 8) 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 LSUA, the NAIA, or the RRAC, 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) Failing to respond reasonably accurately and fully within a reasonable time to any reasonable requests or injury relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSUA, the NAIA, the RRAC, or any other governing body having supervision over the athletic programs of LSUA 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) 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) 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, bettor, 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 Athletic 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, assistance 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 Athletic Rules;

- 15) Failing reasonably to cooperate in the investigation and enforcement of Governing Athletic 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 NAIA or RRAC, the making or rendition of a finding or determination by the NAIA, RRAC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by COACH of NAIA or RRAC 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 Athletic Director 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 LSUA.

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 LSUA will pay COACH liquidated damages, in lieu of any and all other remedies or equitable relief as detailed below. In the event of termination by LSUA 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 LSUA 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 for the current year of this Agreement, excluding any extended term. A partial year shall

be pro-rated. 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 year of termination of this Agreement, excluding any extended term.

- 3) In the event of termination by LSUA without cause the amount of liquidated damages owed by LSUA 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 LSUA's obligations 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.
- 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 LSUA prior to its expiration by lapse of them 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 LSUA 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 LSUA. In the event COACH terminates this Agreement without cause, COACH will pay LSUA 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 LSUA (unless otherwise mutually agreed by LSUA and COACH), and LSUA shall not thereafter be reliable 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 zero 0% percent of all remaining guaranteed Base Salary and Supplemental Compensation due under the Agreement on the termination date. 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 LSUA 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 Chancellor, if COACH is not in breach of any provision of this Agreement and LSUA determines that such a waiver would serve the best interest of LSUA, considering factors such as, but not limited to, COACH's length of service with LSUA, 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 LSUA 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 LSUA to incur administrative, recruiting, and resettlements 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 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, LSUA 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 LSUA, which shall not be exercised arbitrarily or capriciously.
- 2) LSUA may suspend COACH for an indefinite period during any investigation by LSUA, another governmental entity, or the NAIA or RRAC to determine whether COACH has violated any laws or Governing Athletic 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, LSUA 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 LSUA to terminate COACH for cause.

- 3) COACH shall be subject to disciplinary or corrective action by the NAIA or RRAC for any violation of NAIA or RRAC regulations, respectively. Such action by the NAIA or RRAC shall not preclude or in any manner affect LSUA'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 reasons 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 termination date reasonably.
- f. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusive 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 LSUA 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 sustain 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 LSUA 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 procedure 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 LSUA.

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 LSUA or developed by COACH on behalf of or at the expense of LSUA or otherwise in connection with the employment of COACH are and sole remain the sole and confidential property of LSUA. Within (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 LSUA. At the same time, COACH shall return to LSUA all credit cards, keys, computers, mobile communication devices and other items belonging to LSUA 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 COACH and LSUA 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 over such matters, 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 LSUA or LSUA otherwise determine 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 LSUA 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 LSUA) 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 disallow 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 LSUA policy.
- c. 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.

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 LSUA 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 perspective judgements 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 LSUA 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 LSUA 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 Rapides Parish, Louisiana.

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



Board of Supervisors

Request from from LSU Alexandria to Renew the Employment Contract with Larry Cordaro, Men's Basketball Head Coach

Date: June 18, 2021

1. Bylaw Citation

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.

2. Summary of Matter

This resolution seeks renewal of employment contract for Larry Cordaro, Head Coach, LSUA Men's Basketball, that ends on June 30, 2021.

Notes:

- 1) base salary of \$80,000 annually, fiscal years 2022 through 2024.
- 2) Incentives totaling \$4,000 annually.
- 3) Eligible for any LSUA cost-of-living or merit-based salary adjustment as determined by LSUA administration and in accordance with available Athletic Auxiliary funding.

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

All funding relating to this employment contract will be paid from revenues generated by the Athletic Department. No state general fund or tuition dollars will be used to fund this employment contract.

There will be no net fiscal impact on LSUA or LSU as Larry Cordaro is currently employed at the annual salary reference above.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

The Office of General Counsel and the Office, LSUA Finance and Administrative Services and the Human Resource Management at LSUA have reviewed proposed contract.

7. Parties of Interest

Not applicable.

8. Related Transactions

Not applicable.

9. Conflicts of Interest

None.

10. Attachments

1. Contract renewal for Larry Cordaro

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the President of LSU, or his designee, to sign the employment agreement as described within this resolution.

BE IT FURTHER RESOLVED that the President of LSU, or his designee, be and he is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, in consultation with General Counsel, to include in the Agreement any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors.

STATE OF LOUISIANA

PARISH OF RAPIDES

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of this 1st day of July 2021, by and between BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY “LSU” a body existing under the Constitution and laws of the State of Louisiana, LOUISIANA STATE UNIVERSITY OF ALEXANDRIA (“LSUA”) herein represented by Dr. Paul Coreil, its duly authorized Chancellor, and Larry M. Cordaro (“COACH”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning as shown:
 - a. “LSUA”: The campus of LSUA which is located in Alexandria, Louisiana.
 - b. “Chancellor”: The Chancellor of LSUA
 - c. “Athletic Director”” The Director of Athletics at LSUA.
 - d. “Base Salary Amount:” The annual sum indicated per contract year in Section 5.
 - e. “Start Date:” July 1, 2021
 - f. “End Date:” June 30, 2024
 - g. “Program”: The intercollegiate Men’s Basketball program at LSUA.
 - h. “Team”: The intercollege athletic team which is a part of the Program

2. **Employment.** LSUA 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 Chancellor. COACH will be responsible for the Program at LSUA. 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 LSUA retains the right to reassign COACH to other

positions within LSUA 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 devote full-time attention to the performance of the duties herein.

3. **Duties and Responsibilities.** As head coach of the team, COACH's duties and responsibilities shall include the following, all subject to law, LSUA policy, and the directives, input, and advice of the Chancellor and the Athletic Director.
- a. Administering, managing, and leading the Program in an effort professionally appropriate and competent manner;
 - b. Administering, managing, and leading the Program in an effort to effectively compete in the National Association of Intercollegiate Athletics (NAIA) play;
 - c. Hiring and managing the assistant coaches and other 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 LSUA, of: (i) applicable federal and state laws governing intercollegiate athletics; and (ii) all governing constitutions, bylaws, rules, policies, interpretations and regulations of the NAIA, the Red River Athletic Conference (RRAC), LSUA, and any other conference or organization of which LSUA is or becomes a member during the term of this agreement; all hereinafter collectively referred to as "Governing Athletics Regulations";

- f. Assuring and monitoring compliance with Governing Athletics Regulations by COACH and all student athlete members of the Team, assistant coaches, other Program staff members, and other individuals under or subject to COACH's direct control, authority, or supervision;
- g. Promptly reporting any violation of Governing Athletics Regulations to the Athletic Director;
- h. Cooperating fully in any investigations of possible NAIA violations conducted or authorized by LSUA or the NAIA at any time;
- i. Reasonably observing, respecting, and promoting the principles of institutional control in the program;
- j. Reasonably understanding, observing, and upholding LSUA'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 LSUA's mission (provided said mission is reasonable and communicate 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 LSUA;
- 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

- m. comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the program and LSUA;
 - n. Using reasonable efforts to promote the goal of LSA, that every student athlete obtain a baccalaureate degree, and reasonably cooperating with academic counselors or similar persons designated by LSUA to assist student athletes and the faculty and administrators of LSUA in connection with the academic pursuits of student athletes;
 - o. 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 LSUA;
 - p. Performing all other reasonable duties customarily performed by head coaches in Team's sport of commensurate rank serving other NAIA 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 End Date.
5. **Base Salary.** LSUA agrees to pay COACH the following annual amounts, each in twelve (12) equal monthly installments:
- a. Fiscal Year 2022 (starting July 2021, ending June 2022): \$80,000
 - b. Fiscal Year 2023 (starting July 2022, ending June 2023): \$80,000
 - c. Fiscal Year 2024 (starting July 2022, ending June 2024): \$80,000

Base salary may be modified by any annual salary increase(s) offered by LSUA as part of a campus-wide cost-of-living or merit-based salary adjustments.

6. **Supplemental Compensation.** NONE.

7. **Incentive Compensation.**

- a. Post-Season Incentive Compensation. In the event the Team meets the items outlined below, LSUA agrees to pay COACH for Post-Season Incentive Compensation as additional compensation for the extra services required of COACH in the preparation for and participation in post-season play. 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 RRAC Regular Season Champion, the date of the last RRAC game in Team's sport played by any RRAC team during the regular season) and shall be paid within sixty (60) days following the final post-season game in which the Team participates. This Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth below. Post-Season Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSUA 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 LSUA as of the date on which the incentives are earned.

- i. Red River Athletic Conference Regular Season Championship: \$500.00
- ii. Red River Athletic Conference Tournament Championship: \$500.00
- iii. NAIA National Tournament Appearance: \$200.00 per win (Max: \$1000)

- b. Academic Incentive Compensation. In the event the cumulative Grade Point Average (GPA) of all members of the Team meets or exceeds a 2.8 mark for the Fall and Spring semesters combined in any one contract year, LSUA agrees to pay COACH additional compensation in the amount of Five Hundred and No/100 dollars (\$500) per contract year. The additional compensation, if payable, shall be considered earned on the date on which the GPA for LSUA is released while COACH is employed at LSUA 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 LSUA and the foundation. To be eligible for such compensation, COACH must be employed by LSUA as of the date on which the incentives are earned.
- c. Coach of the Year Compensation. In the event COACH is named “Coach of the Year” by any of the organizations outlined below, LSUA agrees to pay COACH for Coach of the Year Compensation. The additional compensation, if payable, shall be considered earned on the date on which the organization naming COACH as “Coach of the Year” announces such while COACH is employed at LSUA and shall be paid within sixty (60) days of such date. Coach of the Year Compensation may be payable from affiliated foundation funds, subject to approval of LSUA and the foundation. To be eligible for such compensation, COACH must be employed by LSUA as of the date on which the incentives are earned.
- i. Red River Athletic Conference, Louisiana Sports Writers’ Association,
Louisiana Basketball Coaches’ Association: \$500.00

NOTE: This incentive may be achieved a maximum of one (1) time by receiving award from any one of the three (3) organizations listed.

Receiving award from two or more of the organizations listed will result in incentive being payable to COACH only one (1) time.

ii. National Association of Intercollegiate Athletics: \$1,000.00

- d. Community Outreach Incentive Compensation. In the event the Program performs and documents a minimum of three (3) community service projects in any one contract year, LSUA agrees to pay COACH additional compensation in the amount of Five Hundred and No/100 dollars (\$500) per contract year. The additional compensation, if payable, shall be considered earned on the date on which the third (3rd) project is documented while COACH is employed at LSUA and shall be paid within sixty (60) days of such date. Community Outreach Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSUA and the foundation. To be eligible for such compensation, COACH must be employed by LSUA 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 LSUA 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 LSUA 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 LSUA and the foundation.

- a. As part of any third-party apparel and or equipment related contract with LSUA, coaching acknowledges and agrees that TEAM may be provided and/or allocated apparel and/or equipment from and by LSUA, which apparel and equipment shall be used exclusively and solely by COACH in the furtherance of COACH's employment duties and team related activities as applicable to coach his employment with LSUA.
 - b. Other customary, reasonable and related employee benefits to be provided by foundations affiliated with LSUA, as authorized by the Chancellor after review by the LSU System General Counsel and a determination that such benefits are in compliance with LSU policy in the Louisiana Code of Ethics.
9. **Additional Revenue.** Subject to the limitations imposed by this Section and compliance with applicable laws and Governing Athletics Regulations, if any, and LSU's PM-11, COACH may earn or receive other revenue ("Additional Revenue") while employed by LSUA, including sponsoring or working with sports camps or clinics, provided, however, that COACH shall obtain prior written approval from Athletic Director or Chancellor, 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. LSUA does not guarantee any amount of Additional Revenue.
10. **Sports Camps.** COACH, subject to Governing Athletics Regulations, may operate or work at sports camps/clinics at LSUA. LSUA 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 camps or clinic to any other person or entity, without the prior written approval of the Chancellor.

11. Assignment and Retirement Benefits.

- a. **Assignment.** To the extent permitted by law, COACH may require LSUA 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 approval of LSUA, which approval shall not be unreasonably withheld.
- b. **Retirement Benefits.** Regardless of whether the services are performed directly for LSUA or through contract with a separate legal entity, whether such 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 be considered “Base Pay”, “earn compensation,” or “earnable compensation” as such terms are defined in the 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 Postseason 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 LSUA for Cause.** This Agreement may be terminated for “cause” by LSUA, acting through the 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 LSUA 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 LSUA 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 to promptly report any such violation by another person to the Athletic Director
- 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 LSUA; (ii) brings COACH into substantial public repute 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 LSUA;
- 5) Unreasonably refusing or repeatedly failing to perform any duties imposed upon COACH herein (including, but not limited to, those duties 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 LSUA's reasonable expectation;
- 6) Knowingly committing material or repeated significant violations of any provision of this Agreement, provided said initial violation are not cured within ten (10) days of COACH's receipt of written notice of the same;
- 7) Prolonged absence from LSUA without its consent, which will not unreasonably be withheld;
- 8) 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 LSUA, the NAIA, or the RRAC, 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) 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 LSUA, the NAIA, the RRAC, or any other governing body having supervision over the athletic programs of LSUA 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) 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) 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, bettor, 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 Athletic 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, assistance 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 Athletic Rules;
- 15) Failing reasonably to cooperate in the investigation and enforcement of Governing Athletic 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 NAIA or RRAC, the making or rendition of a finding or determination by the NAIA, RRAC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by COACH of NAIA or RRAC 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 Athletic Director 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 LSUA.

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 LSUA will pay COACH liquidated damages, in lieu of any and all other remedies or equitable relief as detailed below. In the

event of termination by LSUA 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 LSUA 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 for the current year of this Agreement, excluding any extended term. A partial year shall be pro-rated. 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 year of termination of this Agreement, excluding any extended term.
- 3) In the event of termination by LSUA without cause the amount of liquidated damages owed by LSUA 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 LSUA's obligations 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.

- 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 LSUA prior to its expiration by lapse of them 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 LSUA 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 LSUA. In the event COACH terminates this Agreement without cause, COACH will pay LSUA 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 LSUA (unless otherwise mutually agreed by LSUA and COACH), and LSUA shall not thereafter be

reliable 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 zero 0% percent of all remaining guaranteed Base Salary and Supplemental Compensation due under the Agreement on the termination date. 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 LSUA 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 Chancellor, if COACH is not in breach of any provision of this Agreement and LSUA determinates that such a waiver would serve the best interest of LSUA, considering factors such as, but not limited to, COACH's length of service with LSUA, 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 LSUA 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 LSUA to incur administrative, recruiting, and resettlements 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 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, LSUA 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 LSUA, which shall not be exercised arbitrarily or capriciously.
- 2) LSUA may suspend COACH for an indefinite period during any investigation by LSUA, another governmental entity, or the NAIA or RRAC to determine whether

COACH has violated any laws or Governing Athletic 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, LSUA 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 LSUA to terminate COACH for cause.

- 3) COACH shall be subject to disciplinary or corrective action by the NAIA or RRAC for any violation of NAIA or RRAC regulations, respectively. Such action by the NAIA or RRAC shall not preclude or in any manner affect LSUA'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 reasons 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 termination date reasonably.

- f. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusive 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 LSUA 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 sustain 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 LSUA 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 procedure 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 LSUA.

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 LSUA or developed by COACH on behalf of or at the expense of LSUA or otherwise in connection with the employment of COACH are and sole remain the sole and confidential property of LSUA. Within (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 LSUA. At the same time, COACH shall return to LSUA all credit cards, keys, computers, mobile communication devices and other items belonging to LSUA 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 COACH and LSUA 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 over such matters, 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 LSUA or LSUA otherwise determine 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 LSUA 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 LSUA) 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 disallow 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 LSUA policy.
- c. 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.

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 LSUA 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 perspective 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 LSUA 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 LSUA 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 Rapides Parish, Louisiana.

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



Board of Supervisors

Request from from LSU Alexandria to Approve the Employment Contract with Melinda Descant, Women's Tennis Head Coach

Date: June 18, 2021

1. Bylaw Citation

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.

2. Summary of Matter

This resolution seeks approval of the proposed employment contract for Melinda Descant, Head Coach, LSUA Men's Soccer.

Notes:

- 1) base salary of \$40,000, fiscal years 2022 through 2024.
- 2) Eligible for any LSUA cost-of-living or merit-based salary adjustment as determined by LSUA administration and in accordance with available Athletic Auxiliary funding

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

All funding relating to this employment contract will be paid from revenues generated by the Athletic Department. No state general fund or tuition dollars will be used to fund this employment contract.

There will be no net fiscal impact on LSUA or LSU as Melinda Descant is currently employed at the annual salary reference above.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

The Office of General Counsel and the Office, LSUA Finance and Administrative Services and the Human Resource Management at LSUA have reviewed proposed contract.

7. Parties of Interest

Not applicable.

8. Related Transactions

Not applicable.

9. Conflicts of Interest

None.

10. Attachments

1. Contract renewal for Melinda Descant

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the President of LSU, or his designee, to sign the employment agreement as described within this resolution.

BE IT FURTHER RESOLVED that the President of LSU, or his designee, be and he is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, in consultation with General Counsel, to include in the Agreement any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors.

STATE OF LOUISIANA

PARISH OF RAPIDES

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of this 1st day of July 2021, by and between BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY “LSU” a body existing under the Constitution and laws of the State of Louisiana, LOUISIANA STATE UNIVERSITY OF ALEXANDRIA (“LSUA”) herein represented by Dr. Paul Coreil, its duly authorized Chancellor, and Melinda Descant (“COACH”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning as shown:
 - a. “LSUA”: The campus of LSUA which is located in Alexandria, Louisiana.
 - b. “Chancellor”: The Chancellor of LSUA
 - c. “Athletic Director”” The Director of Athletics at LSUA.
 - d. “Base Salary Amount:” The annual sum indicated per contract year in Section 5.
 - e. “Start Date:” July 1, 2021
 - f. “End Date:” June 30, 2024
 - g. “Program”: The intercollegiate Women’s Tennis program at LSUA.
 - h. “Team”: The intercollege athletic team which is a part of the Program

2. **Employment.** LSUA 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 Chancellor. COACH will be responsible for the Program at LSUA. 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 LSUA retains the right to reassign COACH to other

positions within LSUA 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 devote full-time attention to the performance of the duties herein.

3. **Duties and Responsibilities.** As head coach of the team, COACH's duties and responsibilities shall include the following, all subject to law, LSUA policy, and the directives, input, and advice of the Chancellor and the Athletic Director.
- a. Administering, managing, and leading the Program in an effort professionally appropriate and competent manner;
 - b. Administering, managing, and leading the Program in an effort to effectively compete in the National Association of Intercollegiate Athletics (NAIA) play;
 - c. Hiring and managing the assistant coaches and other 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 LSUA, of: (i) applicable federal and state laws governing intercollegiate athletics; and (ii) all governing constitutions, bylaws, rules, policies, interpretations and regulations of the NAIA, the Red River Athletic Conference (RRAC), LSUA, and any other conference or organization of which LSUA is or becomes a member during the term of this agreement; all hereinafter collectively referred to as "Governing Athletics Regulations";

- f. Assuring and monitoring compliance with Governing Athletics Regulations by COACH and all student athlete members of the Team, assistant coaches, other Program staff members, and other individuals under or subject to COACH's direct control, authority, or supervision;
- g. Promptly reporting any violation of Governing Athletics Regulations to the Athletic Director;
- h. Cooperating fully in any investigations of possible NAIA violations conducted or authorized by LSUA or the NAIA at any time;
- i. Reasonably observing, respecting, and promoting the principles of institutional control in the program;
- j. Reasonably understanding, observing, and upholding LSUA'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 LSUA's mission (provided said mission is reasonable and communicate 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 LSUA;
- 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

- m. comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the program and LSUA;
 - n. Using reasonable efforts to promote the goal of LSA, that every student athlete obtain a baccalaureate degree, and reasonably cooperating with academic counselors or similar persons designated by LSUA to assist student athletes and the faculty and administrators of LSUA in connection with the academic pursuits of student athletes;
 - o. 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 LSUA;
 - p. Performing all other reasonable duties customarily performed by head coaches in Team's sport of commensurate rank serving other NAIA 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 End Date.
5. **Base Salary.** LSUA agrees to pay COACH the following annual amounts, each in twelve (12) equal monthly installments:
- a. Fiscal Year 2022 (starting July 2021, ending June 2022): \$40,000
 - b. Fiscal Year 2023 (starting July 2022, ending June 2023): \$40,000
 - c. Fiscal Year 2024 (starting July 2022, ending June 2024): \$40,000

Base salary may be modified by any annual salary increase(s) offered by LSUA as part of a campus-wide cost-of-living or merit-based salary adjustments.

6. **Supplemental Compensation.** NONE.

7. **Incentive Compensation.** NONE.

8. **Retirement and Fringe Benefits.** COACH shall be entitled to participate in the retirement and fringe benefit programs available to all unclassified professional LSUA 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 LSUA 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 LSUA and the foundation.

- a. As part of any third-party apparel and or equipment related contract with LSUA, coaching acknowledges and agrees that TEAM may be provided and/or allocated apparel and/or equipment from and by LSUA, which apparel and equipment shall be used exclusively and solely by COACH in the furtherance of COACH's employment duties and team related activities as applicable to coach his employment with LSUA.
- b. Other customary, reasonable and related employee benefits to be provided by foundations affiliated with LSUA, as authorized by the Chancellor after review by the LSU System General Counsel and a determination that such benefits are in compliance with LSU policy in the Louisiana Code of Ethics.

9. **Additional Revenue.** Subject to the limitations imposed by this Section and compliance with applicable laws and Governing Athletics Regulations, if any, and LSU's PM-11, COACH may earn or receive other revenue ("Additional Revenue") while employed by LSUA, including sponsoring or working with sports camps or clinics, provided, however, that COACH shall obtain prior written approval from Athletic Director or Chancellor, 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. LSUA does not guarantee any amount of Additional Revenue.
10. **Sports Camps.** COACH, subject to Governing Athletics Regulations, may operate or work at sports camps/clinics at LSUA. LSUA 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 camps or clinic to any other person or entity, without the prior written approval of the Chancellor.
11. **Assignment and Retirement Benefits.**
- a. **Assignment.** To the extent permitted by law, COACH may require LSUA 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 approval of LSUA, which approval shall not be unreasonably withheld.
 - b. **Retirement Benefits.** Regardless of whether the services are performed directly for LSUA or through contract with a separate legal entity, whether such 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 be considered “Base Pay”, “earn compensation,” or “earnable compensation” as such terms are defined in the 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 Postseason 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 LSUA for Cause.** This Agreement may be terminated for “cause” by LSUA, acting through the 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 LSUA 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 LSUA 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 to promptly report any such violation by another person to the Athletic Director
- 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 LSUA; (ii) brings COACH into substantial public repute 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 LSUA;
- 5) Unreasonably refusing or repeatedly failing to perform any duties imposed upon COACH herein (including, but not limited to, those duties 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 LSUA's reasonable expectation;

- 6) Knowingly committing material or repeated significant violations of any provision of this Agreement, provided said initial violation are not cured within ten (10) days of COCAH's receipt of written notice of the same;
- 7) Prolonged absence from LSUA without its consent, which will not unreasonably be withheld;
- 8) 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 LSUA, the NAIA, or the RRAC, 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) Failing to respond reasonably accurately and fully within a reasonable time to any reasonable requests or injury relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSUA, the NAIA, the RRAC, or any other governing body having supervision over the athletic programs of LSUA 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) 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) 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 Athletic 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, assistance 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 Athletic Rules;

- 15) Failing reasonably to cooperate in the investigation and enforcement of Governing Athletic 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 NAIA or RRAC, the making or rendition of a finding or determination by the NAIA, RRAC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by COACH of NAIA or RRAC 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 Athletic Director 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 LSUA.

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 LSUA will pay COACH liquidated damages, in lieu of any and all other remedies or equitable relief as detailed below. In the event of termination by LSUA 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 LSUA 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 for the current year of this Agreement, excluding any extended term. A partial year shall

be pro-rated. 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 year of termination of this Agreement, excluding any extended term.

- 3) In the event of termination by LSUA without cause the amount of liquidated damages owed by LSUA 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 LSUA's obligations 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.
- 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 LSUA prior to its expiration by lapse of them 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 LSUA 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 LSUA. In the event COACH terminates this Agreement without cause, COACH will pay LSUA 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 LSUA (unless otherwise mutually agreed by LSUA and COACH), and LSUA shall not thereafter be reliable 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 zero 0% percent of all remaining guaranteed Base Salary and Supplemental Compensation due under the Agreement on the termination date. 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 LSUA 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 Chancellor, if COACH is not in breach of any provision of this Agreement and LSUA determines that such a waiver would serve the best interest of LSUA, considering factors such as, but not limited to, COACH's length of service with LSUA, 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 LSUA 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 LSUA to incur administrative, recruiting, and resettlements 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 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, LSUA 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 LSUA, which shall not be exercised arbitrarily or capriciously.
- 2) LSUA may suspend COACH for an indefinite period during any investigation by LSUA, another governmental entity, or the NAIA or RRAC to determine whether COACH has violated any laws or Governing Athletic 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, LSUA 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 LSUA to terminate COACH for cause.

- 3) COACH shall be subject to disciplinary or corrective action by the NAIA or RRAC for any violation of NAIA or RRAC regulations, respectively. Such action by the NAIA or RRAC shall not preclude or in any manner affect LSUA'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 reasons 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 termination date reasonably.
- f. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusive 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 LSUA 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 sustain 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 LSUA 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 procedure 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 LSUA.

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 LSUA or developed by COACH on behalf of or at the expense of LSUA or otherwise in connection with the employment of COACH are and sole remain the sole and confidential property of LSUA. Within (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 LSUA. At the same time, COACH shall return to LSUA all credit cards, keys, computers, mobile communication devices and other items belonging to LSUA 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 COACH and LSUA 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 over such matters, 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 LSUA or LSUA otherwise determine 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 LSUA 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 LSUA) 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 disallow 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 LSUA policy.
- c. 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.

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 LSUA 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 perspective judgements 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 LSUA 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 LSUA 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 Rapides Parish, Louisiana.

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



Board of Supervisors

Request from from LSU Alexandria to Approve the Employment Contract with Michael Poropat, Men's Soccer Head Coach

Date: June 18, 2021

1. Bylaw Citation

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.

2. Summary of Matter

This resolution seeks approval of the proposed employment contract for Michael Poropat, Head Coach, LSUA Men's Soccer.

Notes:

- 1) base salary of \$40,000, fiscal years 2022 through 2024.
- 2) Eligible for any LSUA cost-of-living or merit-based salary adjustment as determined by LSUA administration and in accordance with available Athletic Auxiliary funding

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

All funding relating to this employment contract will be paid from revenues generated by the Athletic Department. No state general fund or tuition dollars will be used to fund this employment contract.

There will be no net fiscal impact on LSUA or LSU as Michael Poropat is currently employed at the annual salary reference above.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

The Office of General Counsel and the Office, LSUA Finance and Administrative Services and the Human Resource Management at LSUA have reviewed proposed contract.

7. Parties of Interest

Not applicable.

8. Related Transactions

Not applicable.

9. Conflicts of Interest

None.

10. Attachments

1. Contract renewal for Michael Poropat

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the President of LSU, or his designee, to sign the employment agreement as described within this resolution.

BE IT FURTHER RESOLVED that the President of LSU, or his designee, be and he is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, in consultation with General Counsel, to include in the Agreement any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors.

STATE OF LOUISIANA

PARISH OF RAPIDES

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of this 1st day of July 2021, by and between BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY “LSU” a body existing under the Constitution and laws of the State of Louisiana, LOUISIANA STATE UNIVERSITY OF ALEXANDRIA (“LSUA”) herein represented by Dr. Paul Coreil, its duly authorized Chancellor, and Michael Poropat (“COACH”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning as shown:
 - a. “LSUA”: The campus of LSUA which is located in Alexandria, Louisiana.
 - b. “Chancellor”: The Chancellor of LSUA
 - c. “Athletic Director”” The Director of Athletics at LSUA.
 - d. “Base Salary Amount:” The annual sum indicated per contract year in Section 5.
 - e. “Start Date:” July 1, 2021
 - f. “End Date:” June 30, 2024
 - g. “Program”: The intercollegiate Men’s Soccer program at LSUA.
 - h. “Team”: The intercollege athletic team which is a part of the Program

2. **Employment.** LSUA 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 Chancellor. COACH will be responsible for the Program at LSUA. 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 LSUA retains the right to reassign COACH to other

positions within LSUA 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 devote full-time attention to the performance of the duties herein.

3. **Duties and Responsibilities.** As head coach of the team, COACH's duties and responsibilities shall include the following, all subject to law, LSUA policy, and the directives, input, and advice of the Chancellor and the Athletic Director.
- a. Administering, managing, and leading the Program in an effort professionally appropriate and competent manner;
 - b. Administering, managing, and leading the Program in an effort to effectively compete in the National Association of Intercollegiate Athletics (NAIA) play;
 - c. Hiring and managing the assistant coaches and other 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 LSUA, of: (i) applicable federal and state laws governing intercollegiate athletics; and (ii) all governing constitutions, bylaws, rules, policies, interpretations and regulations of the NAIA, the Red River Athletic Conference (RRAC), LSUA, and any other conference or organization of which LSUA is or becomes a member during the term of this agreement; all hereinafter collectively referred to as "Governing Athletics Regulations";

- f. Assuring and monitoring compliance with Governing Athletics Regulations by COACH and all student athlete members of the Team, assistant coaches, other Program staff members, and other individuals under or subject to COACH's direct control, authority, or supervision;
- g. Promptly reporting any violation of Governing Athletics Regulations to the Athletic Director;
- h. Cooperating fully in any investigations of possible NAIA violations conducted or authorized by LSUA or the NAIA at any time;
- i. Reasonably observing, respecting, and promoting the principles of institutional control in the program;
- j. Reasonably understanding, observing, and upholding LSUA'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 LSUA's mission (provided said mission is reasonable and communicate 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 LSUA;
- 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

- m. comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the program and LSUA;
 - n. Using reasonable efforts to promote the goal of LSA, that every student athlete obtain a baccalaureate degree, and reasonably cooperating with academic counselors or similar persons designated by LSUA to assist student athletes and the faculty and administrators of LSUA in connection with the academic pursuits of student athletes;
 - o. 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 LSUA;
 - p. Performing all other reasonable duties customarily performed by head coaches in Team's sport of commensurate rank serving other NAIA 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 End Date.
5. **Base Salary.** LSUA agrees to pay COACH the following annual amounts, each in twelve (12) equal monthly installments:
- a. Fiscal Year 2022 (starting July 2021, ending June 2022): \$40,000
 - b. Fiscal Year 2023 (starting July 2022, ending June 2023): \$40,000
 - c. Fiscal Year 2024 (starting July 2022, ending June 2024): \$40,000

Base salary may be modified by any annual salary increase(s) offered by LSUA as part of a campus-wide cost-of-living or merit-based salary adjustments.

6. **Supplemental Compensation.** NONE.

7. **Incentive Compensation.** NONE.

8. **Retirement and Fringe Benefits.** COACH shall be entitled to participate in the retirement and fringe benefit programs available to all unclassified professional LSUA 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 LSUA 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 LSUA and the foundation.

- a. As part of any third-party apparel and or equipment related contract with LSUA, coaching acknowledges and agrees that TEAM may be provided and/or allocated apparel and/or equipment from and by LSUA, which apparel and equipment shall be used exclusively and solely by COACH in the furtherance of COACH's employment duties and team related activities as applicable to coach his employment with LSUA.
- b. Other customary, reasonable and related employee benefits to be provided by foundations affiliated with LSUA, as authorized by the Chancellor after review by the LSU System General Counsel and a determination that such benefits are in compliance with LSU policy in the Louisiana Code of Ethics.

9. **Additional Revenue.** Subject to the limitations imposed by this Section and compliance with applicable laws and Governing Athletics Regulations, if any, and LSU's PM-11, COACH may earn or receive other revenue ("Additional Revenue") while employed by LSUA, including sponsoring or working with sports camps or clinics, provided, however, that COACH shall obtain prior written approval from Athletic Director or Chancellor, 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. LSUA does not guarantee any amount of Additional Revenue.
10. **Sports Camps.** COACH, subject to Governing Athletics Regulations, may operate or work at sports camps/clinics at LSUA. LSUA 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 camps or clinic to any other person or entity, without the prior written approval of the Chancellor.
11. **Assignment and Retirement Benefits.**
- a. **Assignment.** To the extent permitted by law, COACH may require LSUA 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 approval of LSUA, which approval shall not be unreasonably withheld.
 - b. **Retirement Benefits.** Regardless of whether the services are performed directly for LSUA or through contract with a separate legal entity, whether such 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 be considered “Base Pay”, “earn compensation,” or “earnable compensation” as such terms are defined in the 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 Postseason 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 LSUA for Cause.** This Agreement may be terminated for “cause” by LSUA, acting through the 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 LSUA 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 LSUA 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 to promptly report any such violation by another person to the Athletic Director
- 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 LSUA; (ii) brings COACH into substantial public repute 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 LSUA;
- 5) Unreasonably refusing or repeatedly failing to perform any duties imposed upon COACH herein (including, but not limited to, those duties 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 LSUA's reasonable expectation;

- 6) Knowingly committing material or repeated significant violations of any provision of this Agreement, provided said initial violation are not cured within ten (10) days of COCAH's receipt of written notice of the same;
- 7) Prolonged absence from LSUA without its consent, which will not unreasonably be withheld;
- 8) 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 LSUA, the NAIA, or the RRAC, 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) Failing to respond reasonably accurately and fully within a reasonable time to any reasonable requests or injury relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSUA, the NAIA, the RRAC, or any other governing body having supervision over the athletic programs of LSUA 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) 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) 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 Athletic 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, assistance 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 Athletic Rules;

- 15) Failing reasonably to cooperate in the investigation and enforcement of Governing Athletic 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 NAIA or RRAC, the making or rendition of a finding or determination by the NAIA, RRAC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by COACH of NAIA or RRAC 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 Athletic Director 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 LSUA.

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 LSUA will pay COACH liquidated damages, in lieu of any and all other remedies or equitable relief as detailed below. In the event of termination by LSUA 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 LSUA 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 for the current year of this Agreement, excluding any extended term. A partial year shall

be pro-rated. 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 year of termination of this Agreement, excluding any extended term.

- 3) In the event of termination by LSUA without cause the amount of liquidated damages owed by LSUA 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 LSUA's obligations 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.
- 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 LSUA prior to its expiration by lapse of them 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 LSUA 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 LSUA. In the event COACH terminates this Agreement without cause, COACH will pay LSUA 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 LSUA (unless otherwise mutually agreed by LSUA and COACH), and LSUA shall not thereafter be reliable 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 zero 0% percent of all remaining guaranteed Base Salary and Supplemental Compensation due under the Agreement on the termination date. 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 LSUA 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 Chancellor, if COACH is not in breach of any provision of this Agreement and LSUA determines that such a waiver would serve the best interest of LSUA, considering factors such as, but not limited to, COACH's length of service with LSUA, 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 LSUA 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 LSUA to incur administrative, recruiting, and resettlements 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 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, LSUA 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 LSUA, which shall not be exercised arbitrarily or capriciously.
- 2) LSUA may suspend COACH for an indefinite period during any investigation by LSUA, another governmental entity, or the NAIA or RRAC to determine whether COACH has violated any laws or Governing Athletic 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, LSUA 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 LSUA to terminate COACH for cause.

- 3) COACH shall be subject to disciplinary or corrective action by the NAIA or RRAC for any violation of NAIA or RRAC regulations, respectively. Such action by the NAIA or RRAC shall not preclude or in any manner affect LSUA'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 reasons 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 termination date reasonably.
- f. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusive 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 LSUA 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 sustain 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 LSUA 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 procedure 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 LSUA.

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 LSUA or developed by COACH on behalf of or at the expense of LSUA or otherwise in connection with the employment of COACH are and sole remain the sole and confidential property of LSUA. Within (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 LSUA. At the same time, COACH shall return to LSUA all credit cards, keys, computers, mobile communication devices and other items belonging to LSUA 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 COACH and LSUA 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 over such matters, 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 LSUA or LSUA otherwise determine 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 LSUA 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 LSUA) 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 disallow 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 LSUA policy.
 - c. 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.
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 LSUA 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 perspective judgements 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 LSUA 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 LSUA 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 Rapides Parish, Louisiana.

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



Board of Supervisors

Request from from LSU Shreveport to Approve the Employment Contract with Lucas Morgan, Director of Athletics at LSUS

Date: June 18, 2021

1. Bylaw Citation

Pursuant to Article VII, Section K:

K.3. Appointments and all other personnel actions relating to Head Coaches and Athletic Directors.

2. Summary of Matter

This resolution seeks approval of the proposed employment contract for Lucas Morgan, Director of Athletics at LSUS.

	Term	Base Salary	Supplemental Compensation
Contract	July 1, 2022 to June 30, 2024	\$95,000	n/a

There are also provisions for performance incentives and termination of contract. If LSU terminates, LSUS's obligations are indicated.

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

All funding relating to this employment contract will be paid from revenues generated by the Athletic Department. No state general fund or tuition dollars will be used to fund this employment contract.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

The Office of General Counsel has reviewed the proposed contract.

7. Parties of Interest

Not applicable.

8. Related Transactions

Not applicable.

9. Conflicts of Interest

None.

10. Attachments

1. Contract for Lucas Morgan

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the President of LSU, or his designee, to sign the employment agreement as described within this resolution.

LOUISIANA STATE UNIVERSITY IN SHREVEPORT

**CONTRACT OF EMPLOYMENT
FOR LUCAS MORGAN**

July 1, 2021

STATE OF LOUISIANA

PARISH OF CADDO

THIS AGREEMENT, made and entered into as of this 1st day of July, 2021, by and between Louisiana State University in Shreveport (hereinafter "University" or "LSUS") represented by Lawrence Clark, Chancellor, the Louisiana State University in Shreveport Foundation (hereinafter "Foundation") and Lucas Morgan, Director of Athletics (hereinafter "AD") of Louisiana State University in Shreveport . This agreement is subject to the approval of the Board of Supervisors for Louisiana State University and Agricultural and Mechanical College (hereinafter "Board"), and the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

WITNESSETH:

WHEREAS, the University requires the services of a Director of Athletics and has selected Lucas Morgan to perform those services,

NOW, THEREFORE, the parties agree as follows:

1. EMPLOYMENT

The University does hereby employ Lucas Morgan as Director of Athletics at LSUS, and Lucas Morgan does hereby accept said employment and agrees to perform all those services pertaining to being AD as prescribed by the University through the Chancellor.

- 1.1. AD shall be responsible, and shall report, directly to the Chancellor at LSUS.
- 1.2. AD shall manage and supervise the LSU Shreveport Department of Athletics, including oversight and responsibility for all coaches, teams, student-athletes and facilities, and shall perform such other duties in LSUS's athletic program as the Chancellor may assign.
- 1.3. AD agrees to assume oversight and coordination of Louisiana State University in Shreveport athletic club sports.
- 1.4. AD agrees to represent LSU positively in public and private forums and shall not engage in conduct that reflects adversely on LSUS, its athletic programs or the Board.

2. TERM

The employment under the terms of this contract shall be for the period of July 1, 2021 to June 30, 2024, subject to approval of the Board. This agreement is renewable solely upon an offer from the University and an acceptance by AD, both of which must be in writing and signed by all the parties and approved by the Board. This agreement in no way grants the AD a claim to tenure in employment, nor shall AD's service pursuant to this agreement count in any way toward tenure at the University.

3. UNIVERSITY SALARY

3.1. The University shall pay AD an annual salary payable in 12 equal installments as follows:

July 1, 2021 through June 30, 2022:	\$95,000
July 1, 2022 through June 30, 2023:	\$97,500
July 1, 2023 through June 30, 2024:	\$102,000

- 3.2. The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be in accordance with Section 9.

4. EMPLOYEE BENEFITS

AD shall participate in the mandatory employee benefit plans and be eligible for optional employee benefit plans as would any other University unclassified employee based upon his annual University salary only.

5. CAMPS AND CLINICS

5.1 AD may operate and receive additional compensation for camps/clinics as outlined in the athletic department's policy regulating camps and clinics.

- a. All revenues from university camps/clinics will be deposited into the athletic's department operating budget or Foundation account. After all expenses are met, AD may use up to the amount of surplus remaining of the camp funds to pay assistant coaches at his discretion.
- b. Camps operated through the University budget will not be subject to facility fees.
- c. Conducting camps and clinics is considered a part of AD's job description related to promoting the University and the athletic department; thus, AD will not be required to take leave while conducting camps run through the University budget.
- d. AD's University budget will not be charged for a personal injury insurance policy approved by the University for camp/clinic participants, but instead will fall under the University coverage for camps/clinics.
- e. The Chancellor will be advised by the AD of any problems or questions which may arise out of the operation of the camps.

5.2 Private Camps

- a. AD may operate private camps for the teaching of athletic pursuits on University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by University policy.
- b. It is specifically agreed that in the operation of such camps, AD acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.
 - i. Special set-ups or changes in original set-up of facilities will be taken care of by AD with no cost to the University.
 - ii. AD agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
 - iii. AD agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors for the Louisiana State University System, the University, and its agents and servants, are named as the insured (or as an additional insured) which provides:
 - o Workers' Compensation and Employers Liability: Workers Compensation limits are required by the Labor Code of the State of Louisiana and Employers Liability coverage if AD hires any employees to work at such camps and clinics.
 - o Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 - iv. Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
 - v. Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
 - vi. AD agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.

- vii. AD is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. AD, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
- c. The Chancellor will be advised of any problems or questions which may arise out of the operation of summer camps.

6. INCENTIVE COMPENSATION

- 6.1 **Post-Season Incentive Compensation.** In the event one or more LSUS teams meet the items outlined below, University agrees to pay AD for Post-Season Incentive Compensation as additional compensation for the extra services required of AD in the preparation for and participation in post-season play. 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 RRAC Regular Season Champion, the date of the last RRAC game in Team's sport played by any RRAC team during the regular season) and shall be paid within sixty (60) days following the final post-season game in which the Team participates. This Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth below. Post-Season Incentive Compensation may be payable from affiliated foundation funds, subject to approval of the University and the Foundation. To be eligible for such compensation, AD must provide additional services required in the preparation for and participation in post-season play and must be employed by LSUS as of the date on which the incentives are earned.
- a. **Red River Athletic Conference Regular Season Championship Per Team**
Two Hundred Fifty and No/100 dollars (\$250)
 - b. **Red River Athletic Conference Tournament Championship Per Team**
Two Hundred Fifty and No/100 dollars (\$250)
 - c. **National Association of Intercollegiate Athletics National Tournament Per Team**
Seventy-Five and No/100 dollars (\$75) per win, maximum of Five Hundred and No/100 dollars (\$500)
 - d. **National Association of Intercollegiate Athletics Regional Tournament Championship Per Team**
One thousand and No/100 dollars (\$1,000).
 - e. **National Association of Intercollegiate Athletics National Championship Per Team**
Fifteen hundred and No/100 dollars (\$1,500).
- 6.2 **Academic Incentive Compensation.** The additional compensation, if payable, shall be considered earned on the date on which the GPA for the University is released while AD is employed at the University 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 the University and the Foundation. To be eligible for such compensation, AD must be employed by the University as of the date on which the incentives are earned.
- a. In the event the cumulative Grade Point Average (GPA) of all members of three or more Teams meets or exceeds a 3.0 mark for the Fall and Spring semesters combined in any one contract year, the University agrees to pay AD additional compensation in the amount of One Thousand and No/100 dollars (\$1,000) per contract year.
 - b. In the event that 50% of student-athletes with 3.0 GPA at conclusion of Spring semester the University agrees to pay AD additional compensation in the amount of One Thousand and No/100 dollars (\$1,000) per contract year.
 - c. In the event that at least 80% of those who complete eligibility graduate within the academic year the University agrees to pay AD additional compensation in the amount of One Thousand and No/100 dollars (\$500) per contract year.
- 6.3 **AD of the Year Compensation.** In the event AD is named "AD of the Year" by any of the organizations outlined below, the University agrees to pay AD for AD of the Year Compensation. The additional compensation, if payable, shall be considered earned on the date on which the organization naming AD as "AD of the Year" announces such while AD is employed at the University and shall be paid within sixty (60) days of such date. AD of the Year Compensation may be payable from affiliated foundation funds, subject to approval of the University and the

Foundation. To be eligible for such compensation, AD must be employed by the University as of the date on which the incentives are earned.

- a. **Red River Athletic Conference** – Five Hundred and No/100 dollars (\$500)
- b. **National Association of Intercollegiate Athletics** – One Thousand and No/100 dollars (\$1,000)

6.4 LSUS Athletics Club Sports. In the event that AD is asked by the Chancellor to assume primary responsibility for a LSUS athletics club sport during the academic year then the AD shall be entitled to additional income not to exceed \$2,500, payable by the end of the academic year.

6.5 Fund-Raising Success. This contract does not include incentives based upon success in raising external funds in support of Athletics. If over the course of this contract future LSU Shreveport contracts for head coaches should include a provision for fund-raising success then the AD shall be eligible to receive a similar incentive based upon an amount established by the Chancellor. The amount shall not exceed \$5,000 per any one year. The additional compensation, if payable, shall be considered earned at the time the incentive amount is reached while the AD is an employee of the University and shall be paid within sixty (60) days of such date. Compensation may be payable from affiliated foundation funds, subject to approval of the University and the Foundation. To be eligible for such compensation, AD must be employed by the University as of the date on which the incentives are earned.

7. OUTSIDE INCOME

AD shall be authorized to earn other revenue while employed by the University but such activities are independent of his University employment and the University shall have no responsibility for any claims arising there from. All outside income will be subject to approval in accordance with the Board of Supervisors for the Louisiana State University System policies.

AD shall report annually on the PM-11 to the Chancellor each year all athletically related income received from sources outside the University. The University shall have reasonable access to all records of AD to verify this report.

8. STANDARDS OF CONDUCT AND COMPLIANCE WITH NAIA AND CONFERENCE REGULATIONS

AD shall abide by the rules and regulations of the NAIA, Conference and University rules. If AD is personally found to be in violation of NAIA regulations, AD shall be subject to disciplinary or corrective action as set forth in the NAIA enforcement procedures. AD may be suspended for a period of time, without pay, or employment of AD may be terminated if AD is found to be personally guilty of deliberate and serious violations of NAIA, Conference and University regulations.

AD shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, federal laws, other state laws and the policies and regulations of the Louisiana State University System. In public appearances he shall at all times conduct himself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.

9. TERMINATION

9.1 **Termination Without Cause:** Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of AD, the University will obtain approval from the Chancellor of the University. If the University terminates the agreement without cause, the AD shall be entitled to liquidated damages in the amount of the lesser of: (a) 50% of the second year base salary, or (b) the amount which AD would have been paid from the date of termination through the remainder of the term of the contract.

The amount of liquidated damages owed by LSU under this Section shall be reduced and extinguished by and to the extent of any compensation AD earns, receives, or is entitled to receive for athletics-related employment from any third party from the termination date until LSU's obligation pursuant to this Section to AD terminates or ceases to exist. AD shall exercise due diligence and good faith in seeking other athletically-related employment. In the event AD obtains such other employment, AD must notify the University and provide any and all documentation requested by LSUS to determine the amount of compensation received by AD and the amount of offset due to LSUS. Failure to make reasonable efforts to secure employment shall be cause for termination of this agreement, and release of the University and the LSUS Foundation of any obligations to make further payments.

Any liquidated damages shall be payable in a lump sum within sixty (60) days of AD's final date of employment at LSUS.

9.2 **Termination for Cause:** Should AD's contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this agreement past the effective date of termination. Just cause for termination shall

include, but not be limited to, violation or gross disregard of state or federal laws, NAIA or conference regulations or university policies or procedures. The judgment as to whether the conduct of the AD constitutes cause under this provision shall not be exercised arbitrarily or capriciously by the University. AD may be terminated by the University for Cause at any time for the following:

- a. Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- b. Misconduct that: (1) violates state or university ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University.
- c. Acts of violence or personal conduct or condoning or encouraging employees or student athletes in such conduct, which may not warrant criminal prosecution, but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.
- d. Substantial and manifest incompetence.
- e. Gross violation or disregard of state or federal laws (excluding minor traffic offenses or non-criminal offenses).
- f. Deliberate or substantial violations of NAIA, conference, or University rules, regulations, policies or procedures.
- g. Failure to promote an atmosphere of compliance.
- h. Unethical conduct.
- i. Failure to engage in, and use best efforts to ensure that personnel under AD's direct or indirect supervision engage in, safe and responsible treatment of student athletes, including without limitation failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete.
- j. Failure to comply with LSU and LSUS policies, rules and regulations concerning Title IX, including specifically but not exclusively the reporting of any incident of sexual misconduct in accordance with LSU's Title IX policy and PM-73.

9.3 **Termination for Financial Exigency:** AD may be terminated at any time due to the financial circumstances in which the University and/or the Louisiana State University System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, AD will receive six (6) months' notice of termination or six (6) months regular pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

10. COACHES

AD shall have the authority to select coaches with the consent of the Chancellor and approval of the Board. All coaches shall be appointed as University unclassified employees.

11. UNIVERSITY FUNDRAISING

- 11.1 The AD is responsible for the fundraising activities of the Athletics Department, including oversight of fundraising by coaches and any booster club(s).
- 11.2 Proposed fundraising activities of the Athletics Department must be pre-approved by the Chancellor, or his designee, to ensure that such activities are in compliance with University policies.
- 11.3 The Chancellor, after consultation with the AD, will provide to the AD an external fund-raising goal for each year for the Athletics Department (that may include revenue raised from LSUS sponsored camps). The goal for the first year of this contract is \$150,000. The new goal for each year under this contract shall not exceed an additional \$50,000/year.

12. AMENDMENT EXTENSION

This Contract may be amended and/or extended by the mutual consent of the parties, and approved by the Board.



Board of Supervisors

Request for of Approval of a Policy on Student-Athlete Name, Image and Likeness (NIL)

Date: June 18, 2021

1. Bylaw Citation

Pursuant to Article VII, Section 1L

L. Other Significant Matters

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

2. Summary of Matter

In light of recent court cases, intercollegiate student-athletes will be able to monetize their name, image and likeness. SB 60 of the 2021 Regular Session of the Louisiana Legislature approved new statutes outlining the responsibility of the colleges and universities, the responsibility of the student-athletes and their agents, and the obligations to each party.

This policy will apply to all intercollegiate athletic programs under the purview of the Board of Supervisors.

3. Review of Business Plan

N/A

4. Fiscal Impact

None.

5. Description of Competitive Process

None.

6. Review of Legal Documents

None.

7. Parties of Interest

N/A

8. Related Transactions

N/A

9. Conflicts of Interest

None.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (the "Board") does hereby approve the "Policy on Student-Athlete Name, Image and Likeness" as presented on June 18, 2021.



LSU Board of Supervisors Policy on Student-Athlete Name, Image and Likeness (NIL)

I. Purpose

Upon the adoption of Senate Bill 60 of the 2021 Regular Session of the Louisiana Legislature, student-athletes are permitted to receive compensation for use of their name image and likeness. The law requires that the management board to adopt a policy containing the requirements of the law prior to implementing the provisions contained in the bill. This policy applies to all campus locations of LSU.

II. Definitions

Intercollegiate Athlete Name, Image and Likeness (NIL): An initiative to allow an intercollegiate athlete the opportunity to benefit from the use of their NIL in ways that are consistent with the recommendations by the NCAA Name, Image and Likeness Legislative Solutions Group.

Examples of how intercollegiate athletes could use their NIL (not an exhaustive list):

- a) Promote their own business
- b) Promote a corporate entity (e.g., brand ambassador, social media influencer)
- c) Establish their own camp/clinic
- d) Make an appearance at any location and receive compensation
- e) Sign autographs and receive compensation

Athlete Agent: Any individual who, directly or indirectly, represents or attempts to represent an individual for the purpose of marketing his/her athletics ability or reputation for financial gain or seeks to obtain any type of financial gain or benefit from an intercollegiate athlete's potential earnings as a professional athlete.

Athletics Booster: A person or entity that has participated in or has been a member of an organization promoting a postsecondary education institution's athletic program.

Athletics Eligibility: A term used to reference whether an intercollegiate athlete is "eligible" to compete for a postsecondary education institution's intercollegiate athletics program.

Athletics Program: The intercollegiate athletics department of a postsecondary education institution.

Attorney: A person appointed to act for another in business or legal matters.

Endorsement: An act of giving one's public approval or support to someone or something.

Grant-in-Aid (including Cost of Attendance): Athletically related financial aid to assist an intercollegiate athlete with costs associated with attending a postsecondary education institution.

Intercollegiate Athlete: Student who is enrolled at postsecondary education institution and participates in a sponsored sport of the postsecondary education institution's athletics department.

Institutional Staff Member: an officer, director, employee or agent of a postsecondary education institution.

Market Value: A rate of compensation to an intercollegiate athlete for the use of their NIL based on a current and open market.

Postsecondary Education Institution: Louisiana public/non-public college that receives or disburses state student financial assistance, which includes scholarships and grants.

Prospective Student-Athlete: Individual who has started classes for the ninth grade in high school.

Recruiting Inducement: Arrangement or other direct or indirect method to give or offer to give a prospective student-athlete or their family that is not expressly permitted by NCAA regulations.

Team Contract: Any agreement between an intercollegiate athlete and a postsecondary education institution that could impact the intercollegiate athlete's eligibility to participate in an intercollegiate sport, including, but not limited to, scholarship agreements or participation agreements.

III. Intercollegiate Athlete's Compensation Guidelines

An intercollegiate athlete at a postsecondary education institution may earn compensation for the use of their NIL provided:

- a) The compensation is not provided in exchange of athletics performance;
- b) The compensation (or prospective compensation) is not provided as an inducement to attend the institution ("recruiting");
- c) The compensation is commensurate with market value; and
- d) The compensation is not provided by the postsecondary education institution, an entity whose purpose includes supporting or benefitting such postsecondary education institution or its intercollegiate athletics program, or an officer, director, employee or agent of the postsecondary education institution or entity.

Compensation earned by the intercollegiate athlete in a manner consistent with the guidelines outlined herein will not affect the intercollegiate athlete's grant-in-aid or athletics eligibility. The grant-in-aid (including cost of attendance) that is awarded to an intercollegiate athlete by a postsecondary education institution shall not be considered compensation and shall not be revoked or reduced as a result of an intercollegiate athlete's earnings through a permissible NIL agreement.

IV. Institutional Responsibilities

Student-athletes will have the freedom to earn compensation for their name image and likeness, subject only to certain limitations contain in statute and this policy.

- a) A postsecondary education institution may prohibit an intercollegiate athlete from using their NIL for compensation if such opportunity conflicts with an existing institutional sponsorship agreement or contract or goes against the values of the postsecondary education institution.

*“Institutional Values” shall be based upon the current limitations and parameters placed on organizations (and products) that may engage in university sponsorships.

- b) The institution shall educate student-athletes on the limitations described above and promptly determine where conflicts exist and notify student-athletes.
- c) An institutional staff member of a postsecondary education institution shall not be involved in arranging compensation for an intercollegiate athlete or providing compensation themselves.
- d) Athletics boosters are prohibited from creating or facilitating NIL compensation opportunities for prospective student-athletes as a recruiting inducement or current student-athlete as an inducement to remain enrolled at her respective postsecondary institution.

V. Use of Institutional Marks

An intercollegiate athlete shall not use a postsecondary education institution’s facilities, uniforms, registered trademarks, products protected by copyright, or official logos, marks, colors without the express written permission of the postsecondary education institution.

VI. Representation from Agent/Attorney

The postsecondary education institution may not prevent or restrict an intercollegiate athlete from obtaining representation by an athlete agent or an attorney for the sole purpose of representing the intercollegiate athlete in matters pertaining to the use of the intercollegiate athlete’s NIL.

Any representation by an athlete agent obtained by an intercollegiate athlete for the purpose of representing the intercollegiate athlete in matters pertaining to the use of the intercollegiate athlete’s NIL shall be from an individual registered with the state in accordance with, and in compliance with, the provisions of Chapter 7 of Title 4 of the Louisiana Revised Statutes of 1950¹. However, notification provisions of R.S. 4:424 (D)(3) are not required when athlete agent contacts an intercollegiate athlete for the sole purpose of representing the intercollegiate athlete in matters pertaining to the use of the intercollegiate athlete’s NIL.²

Any attorney retained by an intercollegiate athlete for the purpose of representing the intercollegiate athlete in matters pertaining to the use of the intercollegiate athlete’s NIL, shall be licensed to practice law. The attorney shall provide a letter of good standing showing his law license and state of issuance and it shall be kept on file with the postsecondary education institution’s compliance office.

VII. Education/Workshop

The postsecondary education institution shall conduct a financial literacy and life skills educational workshop in areas such as, but not limited to:

- a) financial aid;

¹ Entire Chapter 7 of Title 4 found here: [link](#)

² Full text of R.S. 4:424(D)(3): “A duty to notify the athletic director of the institution or school that the athlete attends and the head coach of the sport in which the athlete competes seven days in advance of any contact with an athlete of an intent by the agent to contact the athlete.”

- b) debt management;
- c) budget information; and
- d) time management.

The workshops shall be for a minimum of five hours total and shall be offered at the beginning of an intercollegiate athlete's first and third academic years.

The postsecondary education institution shall provide education to its intercollegiate athletes on:

- the process to gain express permission by the postsecondary education institution to use its facilities, uniforms, registered trademarks, products protected by copyright, and official logos, marks, colors for the sole purpose of the intercollegiate athlete's NIL;
- the process to disclose any agreements with an athlete agent and/or attorney for the purpose of the intercollegiate athlete's NIL;
- the method used to disclose any agreements using the intercollegiate athlete's NIL; and,
- endorsements by an intercollegiate athlete's NIL that are prohibited in the following areas: tobacco, alcohol, illegal substances or activities, banned athletic substances, and gambling.

VIII. Additional General Guidelines

A contract for compensation for the use of the NIL of an intercollegiate athlete under eighteen years of age shall be executed on the intercollegiate athlete's behalf by their parent or legal guardian.

An intercollegiate athlete shall not enter into a contract for compensation for the use of the intercollegiate athlete's NIL if a term of the contract conflicts with a term of the intercollegiate athlete's athletics program's team contract.

An intercollegiate athlete must disclose any agreements made for the use of an intercollegiate athlete's NIL to the postsecondary education institution.

Any compensation earned by an intercollegiate athlete shall not be for an endorsement of tobacco, alcohol, illegal substances or activities, banned athletic substances, or any form of gambling. Each postsecondary education institution or the postsecondary education institution's athletics program shall have the discretion to determine what constitutes an endorsement of a prohibited area in these categories.

The duration of a contract for representation of an intercollegiate athlete or compensation for the use of an intercollegiate athlete's NIL shall not extend beyond their participation in an athletics program at a postsecondary education institution.

IX. Reporting Requirements:

Each postsecondary education institution will adopt its own policies and procedures in accordance with Louisiana law for its intercollegiate athletes to report agreements using the intercollegiate athlete's NIL.

X. Monitoring:

Each postsecondary education institution will adopt its own policies and procedures for monitoring contracted and non-contracted agreements of their intercollegiate athlete's use of their NIL.

XI. Enforcement/Sanctions:

Each postsecondary education institution will adopt its own enforcement guidelines and sanctions when an intercollegiate athlete does not abide by the polices set forth in this document.

XII. Sources:

- Louisiana Laws Title 4, Chapter 7 (La. R.S. 4:420 et seq.) State of Louisiana Bill SB 60
- Louisiana Legislature, Senate Bill 60 of 2021 Regular Session enacting Chapter 30 of Title 17 (La. R.S. 17:3701-7303)
- NCAA Division I Name, Image and Likeness Legislative Solutions Group- Legislative Recommendations (Updated: October 8, 2020)



Board of Supervisors

Request from LSU A&M to Approve Term Sheet for Associate Head Coach for Women’s Basketball

Date: June 18, 2021

1. Bylaw Citation

Pursuant to Article VII, Section 1

K.4. Appointments and all other personnel actions relating to Coaches other than Head Coaches with a salary of \$250,000 or above.

2. Summary of Matter

This resolution seeks approval of the term sheet with Sytia Messer. The key terms of the term sheet are summarized below:

Name	Title	Term		Total Certain Compensation ^a
		Proposed Start Date	Proposed End Date	Proposed
Sytia Messer	Associate Head Coach - Women’s Basketball	7/1/2021	6/30/2024	\$350,000

Notes:

- (a) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive in the first year of the contract. 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.

3. Review of Business Plan

N/A

4. Fiscal Impact

The Athletic Department currently expects that all funds relating to this employment contract will be paid from revenues generated by the Athletic Department. While authorized by the contract, it is not expected that any foundation dollars will be needed to provide for any of the supplemental compensation. No state general fund or tuition dollars are used.

5. Description of Competitive Process

N/A

6. Review of Legal Documents

The Office of General Counsel has reviewed the term sheet.

7. Parties of Interest

LSU and the above named Associate Head Coach

8. Related Transactions

N/A

9. Conflicts of Interest

None known

10. Attachments

1. Term Sheet: Sytia Messer, Associate Head Coach

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the term sheet for Sytia Messer, and authorizes the President, or his designee, to continue negotiations toward a final contract to be approved by the Board of Supervisors.

TERM SHEET BETWEEN
LOUISIANA STATE UNIVERSITY AND SYTIA MESSER

Position: Associate Head Women's Basketball Coach at LSU
Reporting: Coach shall report directly to Kim Mulkey, Head Women's Basketball Coach
Term: Effective no later than July 1, 2021 and ending June 30, 2024.

Compensation:

- Base Salary (annual rate; pro-rated for partial years): \$350,000

Incentives:

- Post-Season Incentive Compensation outlined in the LSU Additional Compensation Policy for Post-Season Athletics
- Other Special Incentives (paid by LSU):
 - Coach shall receive a courtesy vehicle, if available, or vehicle allowance in the amount of \$800 per month
 - A relocation incentive of \$35,000 to be used for your relocation expenses. Per university policy, the Relocation Incentive stipulates that part or all of the advance payment will be returned if you do not continue employment with the University for at least two (2) full years. In accordance with Internal Revenue Service regulations, all relocation benefits are taxable compensation subject to withholding and other appropriate deductions, and if necessary, up to 60 days temporary housing at a location selected by the Athletic Department

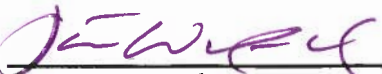
Termination without Cause by University: If LSU terminates the employment of Coach without cause, LSU will pay to Coach the Base Salary for the unexpired term of the contract with partial years and months pro-rated. Coach shall have duty to mitigate, and University shall have the right to offset against the liquidated damages amount any post-termination income that Coach receives. Any payments due to Coach will be paid in equal monthly installments over the course of the remaining Term.

Termination for Cause by University: If LSU terminates the employment of Coach for cause, LSU shall have no obligation to Coach to pay any further amounts beyond the end of the month in which Coach is terminated.

Termination by Coach: If Coach terminates the employment at any time, Coach will pay to LSU as liquidated damages 15 percent of the Base Salary for the remaining term, payable either in a lump sum or in equal installments over the remaining Term, unless coach leaves for a position as a head women's basketball coach.

Miscellaneous: **THIS AGREEMENT IS CONTINGENT UPON A SATISFACTORY BACKGROUND CHECK AND APPROVAL BY THE LSU BOARD OF SUPERVISORS.** The Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having subject matter and personal jurisdiction over the parties that is domiciled in East Baton Rouge Parish, Louisiana. The parties intend to negotiate diligently and in good faith and to prepare and execute a formal long-form contract that more fully states the terms of their agreement, which, once executed, will supersede the terms of this Term Sheet, but unless and until that occurs, this Term Sheet remains in full force and effect.

ACCEPTED AND AGREED:


 Scott Woodward
 On behalf of Louisiana State University


 Sytia Messer

6-2-21
 Date

6-1-21
 Date



Board of Supervisors

Request from LSU A&M to Approve Term Sheet for Assistant Football Coach

Date: June 18, 2021

1. Bylaw Citation

Pursuant to Article VII, Section 1

K.4. Appointments and all other personnel actions relating to Coaches other than Head Coaches with a salary of \$250,000 or above.

2. Summary of Matter

This resolution seeks approval of the term sheet with Brad Davis. The key terms of the term sheet are summarized below:

Name	Title	Term		Total Certain Compensation ^a
		Proposed Start Date	Proposed End Date	Proposed
Brad Davis	Assistant Football Coach	7/1/2021	3/31/2024	\$810,000

Notes:

- (a) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive in the first year of the contract. 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.

3. Review of Business Plan

N/A

4. Fiscal Impact

The Athletic Department currently expects that all funds relating to this employment contract will be paid from revenues generated by the Athletic Department. While authorized by the contract, it is not expected that any foundation dollars will be needed to provide for any of the supplemental compensation. No state general fund or tuition dollars are used.

5. Description of Competitive Process

N/A

6. Review of Legal Documents

The Office of General Counsel has reviewed the term sheet.

7. Parties of Interest

LSU and the above named Assistant Football Coach

8. Related Transactions

N/A

9. Conflicts of Interest

None known

10. Attachments

1. Term Sheet: Brad Davis, Assistant Football Coach

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the term sheet for Brad Davis, and authorizes the President, or his designee, to continue negotiations toward a final contract to be approved by the Board of Supervisors.

TERM SHEET BETWEEN
LOUISIANA STATE UNIVERSITY AND BRAD DAVIS

Position: Assistant Football Coach at LSU
Reporting: Coach shall report directly to Ed Orgeron, Head Football Coach
Term: Effective no later than July 1, 2021 and ending March 31, 2024.

Compensation:

- Base Salary (annual rate; pro-rated for partial years): \$400,000
- Supplemental Compensation (annual rate, pro-rated for partial years):
 - No later than July 1, 2021 through March 31, 2022: \$410,000
 - April 1, 2022 through March 31, 2023: \$430,000
 - April 1, 2023 through March 31, 2024: \$450,000

Incentives:

- Post-Season (Amounts are cumulative and the maximum amount is \$75,000):
 - SEC West Representative in SEC Championship Game \$ 10,000 OR
 - SEC Champion \$ 15,000

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

 - Non-College Football Playoff (CFP) Bowl Participant \$ 10,000 OR
 - CFP Bowl Participant (excl. semi-finals & championship) \$ 25,000 OR
 - CFP Semi-Final Game Participant \$ 35,000 OR
 - CFP National Championship Game Participant \$ 45,000 OR
 - CFP Champion \$ 60,000
- Other Special Incentives (paid by LSU):
 - Coach shall receive a courtesy vehicle, if available, or vehicle allowance in the amount of \$800 per month.
 - Relocation incentive of \$25,000 to be used for relocation expenses. To receive these funds, Coach must sign a Relocation Incentive Agreement which provides that all or part of the moving expense payment must be repaid to LSU if employment does not continue for at least two years from the beginning of employment. All relocation benefits are taxable compensation subject to withholding and other appropriate deductions.
 - If necessary, up to 60 days temporary housing at a location selected by the Athletic Department.
 - LSU shall either directly pay or reimburse Coach for any amounts payable as the result of the voluntary termination of Coach's current employment agreement. In addition, LSU shall also pay Coach additional one-time supplemental compensation equal to 35 percent of any amounts paid under this provision. All amounts paid to Coach or a third party on behalf of Coach under this provision are taxable compensation.

Termination without Cause by University: If LSU terminates the employment of Coach without cause, LSU will pay to Coach the Base Salary and Supplemental Compensation for the unexpired term of the contract with partial years and months pro-rated. Coach shall have duty to mitigate, and University shall have the right to offset against the liquidated damages amount any post-termination income that Coach receives. Any payments due to Coach will be paid in equal monthly installments over the course of the remaining Term.

Termination for Cause by University: If LSU terminates the employment of Coach for cause, LSU shall have no obligation to Coach to pay any further amounts beyond the end of the month in which Coach is terminated.

Termination by Coach: If Coach terminates the employment at any time, Coach will pay to LSU as liquidated damages an amount as follows, payable either in a lump sum or in equal installments over the remaining Term:

- Fifty percent (50%) of all remaining guaranteed Base Salary and Supplemental Compensation due under the Agreement as of the termination date if Coach accepts employment in a non-head coaching position with another Southeastern Conference football program or a Division I-A Football Bowl Subdivision program within a 500 mile radius of LSU; or
- Twenty percent (20%) of all remaining guaranteed Base Salary and Supplemental Compensation due under the Agreement as of the termination date if Coach accepts employment to accept a non-head coach position other than as described above or for any other reason;
- Except, however, no liquidated damages are due if Coach accepts any play-calling offensive coordinator position, collegiate head coaching position, any position in the National Football League or if Coach terminates after regular season (including conference championship game if applicable) of the final season covered in the Term.

Miscellaneous: THIS AGREEMENT IS CONTINGENT UPON A SATISFACTORY BACKGROUND CHECK AND APPROVAL BY THE LSU BOARD OF SUPERVISORS. The Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having subject matter and personal jurisdiction over the parties that is domiciled in East Baton Rouge Parish, Louisiana. The parties intend to negotiate diligently and in good faith and to prepare and execute a formal long-form contract that more fully states the terms of their agreement, which, once executed, will supersede the terms of this Term Sheet, but unless and until that occurs, this Term Sheet remains in full force and effect.

ACCEPTED AND AGREED:



Scott Woodward
On behalf of Louisiana State University

6.7.21

Date



Brad Davis

6-3-21

Date



Board of Supervisors

Resolution Honoring the LSU Eunice Bengals Baseball Team on Winning the National Championship

Date: June 18, 2021

1. Bylaw Citation

Pursuant to Article VII, Section 1L

L. Other Significant Matters

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

2. Summary of Matter

The LSU Eunice baseball team on captured the National Junior College Athletic Association 2021 Division II National Championship, and ended the season with an incredible 51 wins.

The players were Austin Andrishok, Brock Barthelemy, Noah Beason, Dylan Beier, Austyn Benoit, Taegan Bourque, Dalton Burrell, Miles Clack, Bryson Connell, Jerry Couch, Michael Fontenot, Jackson Fraser, Christian Gonzales, Jacob Hammond, Cade Hart, Brady Hebert, Scott Jones, Beau Kirsch, Bryce LaRocca, Drew Lasseigne, Peyton LeJeune, Ayden Makarus, Jarrett McDonald, Luke McGibboney, Jack Merrifield, Brendan Moody, Brandon Mooney, Kole Myers, Carter Quinn, Thomas Papadopoulos, Darian Richard, Johnny Robinson, Jackson Rodriguez, Cole Romero, Gabe Spedale, Thomas Stevens, Hunter Tabb, and Jase McDonald, who also serves as the student body president.

In addition to the National Championship, Jerry Couch was named the Most Outstanding Pitcher, Peyton LeJeune was Most Outstanding Player; and Jack Merrifield and Hunter Tabb were also named to the All-Tournament Team.

The team was led by head coach Jeff Willis and assistant coaches Paige Hodges, Michael Poole, Alan Orgain, and Roberto Vaz.

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

None.

5. Description of Competitive Process

Beat every team and win the last game.

6. Review of Legal Documents

None.

7. Parties of Interest

Not applicable.

8. Related Transactions

Not applicable.

9. Conflicts of Interest

None.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (the "Board") does hereby congratulate the LSU Eunice Bengals Baseball Team for winning the National Junior College Athletic Association 2021 Division II National Championship and demonstrating excellence on a national level.



Board of Supervisors

Resolution Honoring the LSU Tigers Track & Field Team on Winning the National Championship

Date: June 18, 2021

1. Bylaw Citation

Pursuant to Article VII, Section 1L

L. Other Significant Matters

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

2. Summary of Matter

Led by Coach Dennis Shaver, the LSU Men's Track & Field team won the NCAA 2021 Outdoor Track & Field championship, with four student-athletes winning five individual events plus the 4x100 meter relay.

JuVaughn Harrison swept the NCAA long jump and high jump titles for the third time in his career, having done so at the 2019 NCAA outdoor and 2021 NCAA indoor championships previously. Sean Burrell won the individual title in the 400 meter hurdles while setting a new world U20 record with a time of 47.85. Freshman Tzurriel Pedigo won the national title in the javelin, and senior Terrance Laird in the 100 meter sprint.

The 4x100 meter relay championship team included Dylan Peebles, Noah Williams, Akanni Hislop, and Terrance Laird. It is the 10th national championship for LSU in the event.

3. Review of Business Plan

N/A

4. Fiscal Impact

None.

5. Description of Competitive Process

Farther, higher faster.

6. Review of Legal Documents

None.

7. Parties of Interest

N/A

8. Related Transactions

N/A

9. Conflicts of Interest

None.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (the "Board") does hereby congratulate Coach Dennis Shaver and the LSU Tiger Track & Field team on their 2021 Outdoor National Track & Field Championship.



Board of Supervisors

AUDIT COMMITTEE

BOARD OF SUPERVISORS MEETING | JUNE 18, 2021



FISCAL YEAR 2021-22

RISK ASSESSMENT AND AUDIT PLAN

Internal Audit's Role and Scope

The Office of Internal Audit's role includes the examination and evaluation of the adequacy and effectiveness of Louisiana State University's (LSU) governance, risk management process, internal control structure, and the quality of performance in carrying out assigned responsibilities to achieve the stated goals and objectives.

The primary focus of Internal Audit is to provide feedback on whether elements of the risk management process, including internal controls, are functioning as intended, assets are adequately safeguarded, and the organization operates in conformance with established polices, regulations, and laws. The results of internal audits are communicated to executive management and the Audit Committee.

Audit Resources

Internal Audit Staffing

The following position breakdown has been in place since 6/30/2014:

Audit and Risk Management	12
Investigative Services	2
Information Systems Audit	1
<u>Administrative Support</u>	<u>1</u>
Total Department Positions	16

Internal Audit Budget

Budget Category	FY 2021	FY 2022 (tentative)*
Salaries	1,360,456	1,399,698
Travel	45,609	45,609
Operating Services	24,000	19,369
Supplies	85,877	85,877
Professional Services	16,259	16,259
Other Charges	15,865	15,865
Fringe Benefits	167,189	167,189
Equipment	5,923	5,923
<u>Total Budget</u>	<u>1,721,178</u>	<u>1,760,420</u>

**Note: operating services budget permanently decreased \$4,631 for telecom expense transfer-services will continue to be provided to departments; supplies budget includes cost of software such as the ethics, integrity, and misconduct hotline (approximately \$65,000 annually)*

Planning

The specific scope of Internal Audit activities is primarily defined through an annual risk assessment process, the purpose of which is to aid in developing a risk-based plan of efforts for the upcoming fiscal year (FY). In evaluating risks, major financial, compliance, operational activities and systems, as well as relevant laws, regulations, and internal policies are identified and considered.

The risk assessment process includes soliciting input from senior management at both the system and campus level. We also rely on risks identified by stakeholders during the Enterprise Risk Management process. Current events and emerging risks are considered as well as information gathered externally, such as from regulatory and industry sources. In making a determination regarding the level of risk, the following factors may be considered: inherent risk, existing internal controls, results of analytics, outcomes of previous audits, transactional volume (e.g. number and/or dollar amount), value-added potential, management interest, emerging risks, and auditor discretion.

Primary Risk Categories

FINANCIAL Includes the potential loss of physical assets or financial resources. This area also includes risks associated with investing, financing, collection of and accounting for revenues, and the expenditure of funds.

BUSINESS Includes strategic risks which are events that would prevent the University from achieving its goals, and reputational risks which are events that would tarnish the University's public image and potentially impact fundraising, recruitment and retention of faculty and staff.

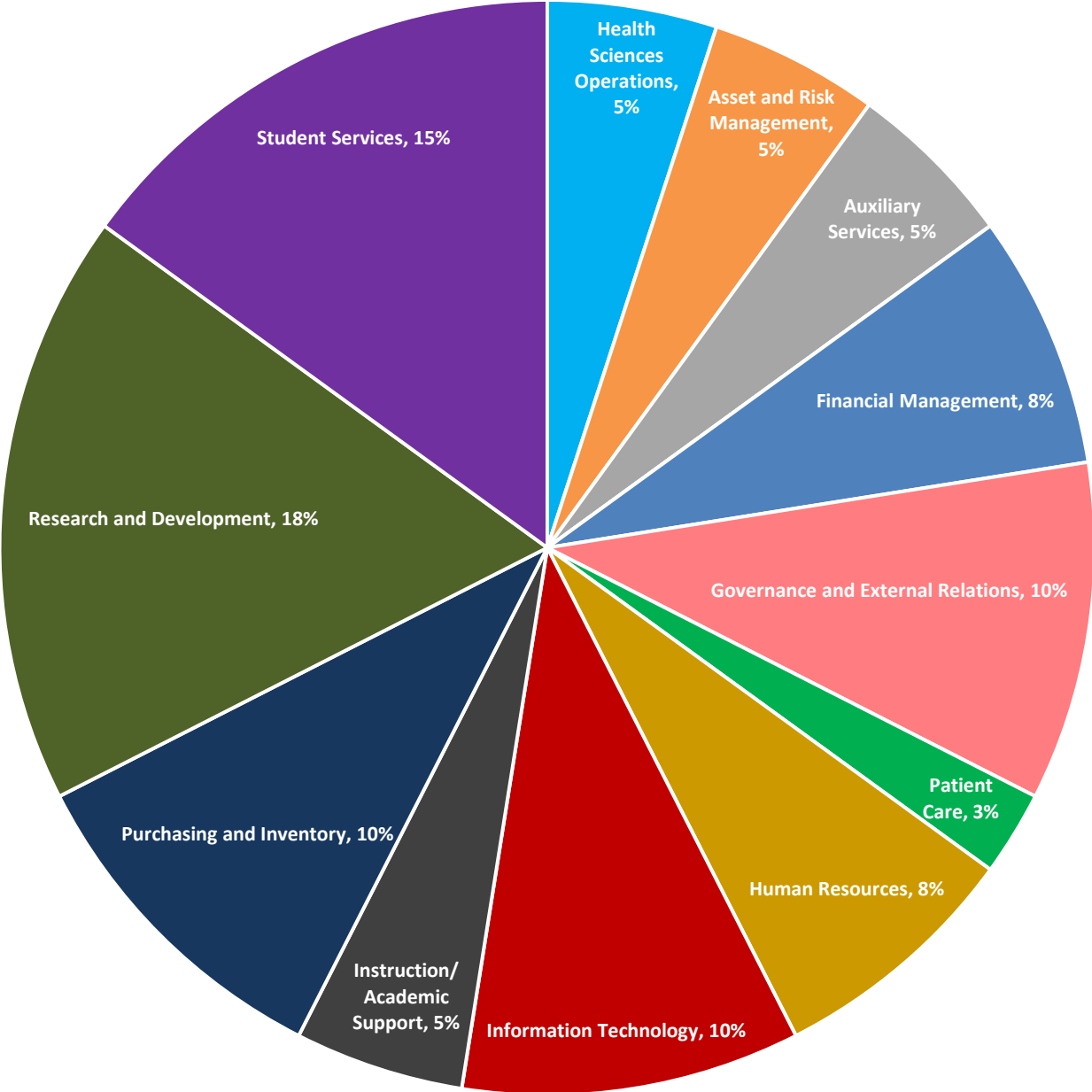
COMPLIANCE/REGULATORY Includes penalties associated with non-compliance with laws and regulations and unethical conduct; impacts from unenforceable contracts, lawsuits, or adverse judgments.

OPERATIONAL Includes those factors related to the University's day-to-day activities and those processes established to accomplish its goals.

Audit Universe

Defining the audit universe is a critical step in identifying risks and planning internal audits. During our annual assessment process, we re-examine the audit universe to ensure all activities are included and considered. University activities are classified into functional categories to reflect the specific audit universe of LSU. The following graphic illustrates the distribution of audit projects, by functional category, completed in FY 2019-21.

Fiscal Years 2019-21 Completed Audit Projects by Functional Category



Fiscal Year 2022 Audit Plan

Our annual risk assessment and planning provides the basis for areas included on the FY 2022 audit plan. The plan was developed to allow us to focus our activities on significant areas of risk and management concern that were identified. However, because risks are continually changing and emerging, the audit plan is monitored throughout the year and adjusted if necessary.

In addition to the identified audits, the plan allows for resources to follow-up on corrective actions, continuing professional development for our audit staff, investigations, and for unplanned activities due to emerging risks or priorities that may arise.

The following chart includes analysis of the identified themes in the planned projects for the coming fiscal year. The detailed audit plan is included as Appendix A.

AREA	THEME	EXAMPLES
Governance and External Relations	Legal	<ul style="list-style-type: none"> Title IX sexual misconduct follow-up Review of legal bills from outside attorneys
	Compliance	<ul style="list-style-type: none"> Governance of compliance system-wide Affiliated organizations oversight
Financial Management	Budget/Decision Support	<ul style="list-style-type: none"> Budgeting, reporting, cash management, and strategic financial planning
	Payroll	<ul style="list-style-type: none"> Physician supplemental compensation
Information Technology	Operations and Controls	<ul style="list-style-type: none"> Patch management Healthcare system assess controls Academic technology Follow-up on prior audits of encryption, social engineering, capital assets, and IT governance
Research and Development	Safety	<ul style="list-style-type: none"> Clinical laboratory safety
	Operations	<ul style="list-style-type: none"> Emerging Viral Threats lab
Human Resources	Administration	<ul style="list-style-type: none"> Hiring practices (senior-level faculty/staff) Leave policy administration
Enrollment/ Student Services	Healthcare	<ul style="list-style-type: none"> Student health center billing and operations
	Admissions	<ul style="list-style-type: none"> Veterinary school admissions
Facilities and Construction	Construction	<ul style="list-style-type: none"> Public-private partnerships and related contracts
	Operations	<ul style="list-style-type: none"> Facility services operations
Health Sciences Operations	Financial	<ul style="list-style-type: none"> Healthcare finance operations and intergovernmental transfers
Auxiliary Services	Athletics	<ul style="list-style-type: none"> Student athlete benefits and expenses
Hospitals and Patient Care	Billing and Administration	<ul style="list-style-type: none"> Bariatric/metabolic surgery program Outpatient evaluation and management levels

APPENDIX A - FY 22 Internal Audit Plan

CAMPUS	AUDIT AREA	DESCRIPTION	FUNCTIONAL CATEGORY
MULTI	Title IX - Sexual Misconduct	Follow up on corrective actions from prior audit and Husch Blackwell report, including a review of our internal processes for adequacy	Governance and External Relations
MULTI	Governance of Compliance	Review of compliance framework, including established responsibility at each campus, clear assignment of duties, adequacy of coverage system-wide, and approach for addressing known controls gaps or exposures	Governance and External Relations
MULTI	Affiliated Organizations	Review of oversight controls to ensure compliance with the Uniform Affiliation Agreement, including policies and procedures related to employee reimbursement	Governance and External Relations
MULTI	Hiring Practices	Review of policies and procedures related to hiring senior-level faculty and staff, including the creation and use of search committees	Human Resources
MULTI	Information Technology	Follow up on corrective actions from prior audits such as encryption, social engineering, IT governance, and capital assets	Information Technology
LSU A&M	Facility Services Operations	Review administrative controls which may include billing, outsourcing, inventory management, space utilization, and operational efficiency	Facilities, Construction, and Maintenance
LSU A&M	Student Athlete Benefits and Expenses	Review of benefits and expenses for student athletes; may include an assessment of both compliance and financial controls	Auxiliary and Service Departments
HCSO	Evaluation & Management Levels	Review of controls to ensure correct assignment of outpatient evaluation and management (E&M) levels at Lallie Kemp	Hospitals and Patient Care
HSCNO	Healthcare Financing	Review of finance operations and intergovernmental transfers; scope may include CEAs, lease agreements, and/or physician service agreements	Health Sciences Operations
HSCS	EVT Lab Operations	Review of financial and operational controls at the Emerging Viral Threats (EVT) lab	Research and Development
ON-GOING AUDIT WORK TO BE COMPLETED			
MULTI	Financial Management	Review of University financial management controls; may include budgeting, reporting, cash management, and strategic financial planning	Financial Management
MULTI	User Access Controls	Review adequacy of system access controls	Information Technology
MULTI	Patch Management	Review controls related to operating and application patching	Information Technology
MULTI	Public Private Partnerships	Review of university controls over construction projects, including Nicholson Gateway, HSCNO, etc.	Facilities, Construction, and Maintenance
LSU A&M	Employee Health Plan Administration	Agreed-upon procedures; scope will be developed in consultation with the CHRO	Human Resources
PBRC	Bariatric/Metabolic Surgery Program	Review of program administration; may include financial controls, contract compliance, and contractual structure	Hospitals and Patient Care
HSCS	Supplemental Compensation	Review of approval and justification for supplemental physician compensation	Financial Management
AUDIT CONSIDERATIONS AS RESOURCES BECOME AVAILABLE			
MULTI	Leave Policy Administration	Review of controls to ensure leave is accrued, calculated, reported, and recorded in compliance with State law and University policy	Human Resources
MULTI	Oversight of Legal Billing	Review of legal bills received from outside attorneys to ensure compliance with LSU Permanent Memorandum 72	Governance and External Relations
LSU A&M	Academic Technology	Review of internal and information technology controls related to academic systems, which may include those utilized by LSU Online	Information Technology
LSU A&M	Veterinary School Admissions	Review admissions procedures to ensure compliance with AAVMC/AVMA Council on Education guidelines as well as adherence to internal policies	Student Services
LSUA	Health Center Operations	Review of operations at the Student Health Center which may include billing, pharmacy inventory management, privacy controls, and overall administration	Student Services
LSUS	Laboratory Safety	Review of policies and controls designed to ensure safety within research and teaching laboratories	Research and Development



Office of Internal Audit

Louisiana State University

3810 West Lakeshore Drive • Suite 122 • Baton Rouge, LA 70808

Quarterly Audit Summary

Fiscal Year 2021, 3rd Quarter



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Multi-Campus/University Administration

Contract Performance

Audit Initiation:

This was a scheduled audit from the Board-approved audit plan.

Audit Scope and Objectives:

The primary objective was to evaluate the controls executed by staff in LSU's Supplier Diversity Office and campus procurement personnel to increase utilization of diverse suppliers and monitor compliance with diversity contract terms.

Audit Findings:

We identified opportunities to strengthen internal controls and offered the following recommendations to campus leadership:

- Maintain a current and comprehensive database for all campuses that allows personnel to readily identify certified diverse suppliers.
- Ensure Start Smart LLC is sending monthly reports to verify supplier is meeting all contractual obligations related to the Charity Hospital Redevelopment project. Additionally, consider other opportunities to improve monitoring processes for all University contracts.

Management's Response and Corrective Action Plan:

Management agreed with our recommendations and is in the process of implementing corrective action, which will be complete by June 30, 2021.

Financial Statement Audit (Louisiana Legislative Auditor)

Audit Initiation:

This external audit was conducted by the Louisiana Legislative Auditor (LLA).

Audit Scope and Objectives:

The objective of the audit was to express an opinion on the amounts and disclosures in the LSU System's financial statements and its accompanying notes for the year ended June 30, 2020.

Audit Findings:

LLA concluded that the financial statements presented fairly, in all material respects, the financial position of the LSU System as of June 30, 2020.

Management Letter (Louisiana Legislative Auditor)

Audit Initiation:

This external audit was conducted by the Louisiana Legislative Auditor (LLA).

Audit Scope and Objectives:

The primary objective of this audit was to evaluate the effectiveness of internal controls over financial reporting and compliance. The campuses in scope included LSU A&M, LSU Agricultural (Ag) Center, Pennington Biomedical Research Center (PBRC), LSU Alexandria (LSUA), LSU Eunice (LSUE), and LSU Shreveport (LSUS).

Audit Findings:

- LSU A&M and the LSU Ag Center did not have preventative controls to ensure Principal Investigators met the key personnel requirements on federal awards.
- LSU A&M did not have a formal documented risk assessment or program to implement safeguards as required by the Gramm Leach Bliley Act (GLBA) standards for safeguarding student information.

Management’s Response and Corrective Action Plan:

Management agreed with the recommendations and is in the process of implementing corrective action, which will be complete by June 30, 2021.

Louisiana State University A&M (LSU)

NCAA Agreed Upon Procedures (Louisiana Legislative Auditor)

Audit Initiation:

This external audit was conducted by the Louisiana Legislative Auditor (LLA).

Audit Scope and Objectives:

The LLA performed agreed-upon procedures to assist in determining whether the Statement of Revenues and Expenses for the University’s athletic department complies with NCAA Bylaw 3.2.4.17 for the year ended June 30, 2020.

Audit Findings:

LLA noted variances in “Other Reporting Items” resulting from input errors which the University corrected prior to report issuance; therefore, a management response was not required.

Admissions Review (Louisiana Board of Regents)

Audit Initiation:

This external audit was conducted by the Louisiana Board of Regents (BoR).

Audit Scope and Objectives:

The BoR reviewed institutional policies and procedures to determine if processes ensure LSU A&M will not exceed the allowable exceptions and that data reporting errors were remediated.

Audit Finding:

LSU A&M could not provide objective admissions criteria for Fall 2019 that would ensure incoming freshmen would be admitted in accordance with BoR policies and not exceed the 4% exceptions allowance. LSU supplements the admissions process for students not meeting BoR criteria with reviews of subjective, unmeasurable, non-cognitive variables.

Management’s Response and Corrective Action Plan:

Management partially agreed with the recommendation and implemented satisfactory solutions to correct the underlying issue in Fall 2020.

Louisiana State University Eunice (LSUE)

Procedural Report (Louisiana Legislative Auditor)

Audit Initiation:

This external audit was conducted by the Louisiana Legislative Auditor (LLA).

Audit Scope and Objectives:

The primary objective of this audit was to evaluate LSU Eunice’s operations and systems of internal control.

Audit Findings:

- LSUE failed to reconcile payment plan transactions in the students’ accounts processed by a third-party organization with payments deposited by the organization.
- LSUE had inadequate segregation of duties over student refunds, including lack of an independent review.

- LSUE failed to maintain adequate controls over cash receipts and, as a result, was unable to account for missing receipt numbers from handwritten receipt booklets.
- LSUE did not submit past-due student accounts receivable to the Louisiana Attorney General for collection in accordance with state law and its written procedures.
- A sample of LSUE unclassified employees who earned leave did not certify time and attendance records as required by state law.
- LSUE was subjected to a ransomware attack and, at the time, did not have an incident response plan to address such an attack.

Management’s Response and Corrective Action Plan:

Management agreed with the recommendations and committed to implement corrective action by January 30, 2021.

Louisiana State University Shreveport (LSUS)

Procedural Report (Louisiana Legislative Auditor)

Audit Initiation:

This external audit was conducted by the Louisiana Legislative Auditor (LLA).

Audit Scope and Objectives:

The primary objective of this audit was to evaluate LSU Shreveport’s operations and systems of internal control.

Audit Findings:

- LSUS did not have adequate controls over its outstanding student account balances for two fiscal years ending June 30, 2020.
- As of March 17, 2020, LSUS had not completed bank reconciliations for the months of July 2018 through February 2020.
- LSUS did not maintain adequate controls over payroll processing, including a lack of formal policy requiring monthly certification of daily attendance and leave records for unclassified employees.
- LSUS paid its employees a one-time salary supplement during Fiscal Year 2019 in the amount of 1% to 3% of base salary up to \$3,000 maximum. These payments appeared to be bonuses, which are prohibited under state law.

Management’s Response and Corrective Action Plan:

Management partially agreed with the recommendations and committed to implement corrective action by the Spring 2021 semester.

Health Sciences Center New Orleans (HSCNO)

Management Letter (Louisiana Legislative Auditor)

Audit Initiation:

This external audit was conducted by the Louisiana Legislative Auditor (LLA).

Audit Scope and Objectives:

The primary objective of this audit was to evaluate the effectiveness of internal controls over financial reporting and compliance.

Audit Finding:

HSCNO did not have adequate controls over project closeouts or accounting records for the research and development (R&D) cluster federal program.

Management’s Response and Corrective Action Plan:

Management agreed with the recommendation and corrective actions will be fully implemented by October 31, 2021.

Health Sciences Center Shreveport (HSCS)

Management Letter (Louisiana Legislative Auditor)

Audit Initiation:

This external audit was conducted by the Louisiana Legislative Auditor (LLA).

Audit Scope and Objectives:

The primary objective of this audit was to evaluate the effectiveness of internal controls over financial reporting and compliance.

Audit Findings:

- HSCS did not receive net physician claims revenue for physician services provided at the Monroe facility in accordance with the joint venture agreements with the hospital partner.

- HSCS did not adequately monitor the billing and collection services performed by the third-party servicer and related subservice organization. In addition, HSCS did not adequately review the calculation of net physician claims revenue that supports payments received for these services.
- HSCS did not maintain adequate controls over payroll processing, including sufficient documentation to support supplemental compensation and timely completion of monthly time and attendance certifications for unclassified employees.
- HSCS did not have satisfactory controls over state and nongovernmental grants and contracts to pursue collection of accounts receivable.
- HSCS did not ensure internal control over documentation of personnel services were operating effectively. Specifically, untimely time and effort certification and untimely discovery and correction of errors on federal projects.
- HSCS did not have sufficient controls in place to ensure compliance with special tests and provisions requirements on federal research and development (R&D) cluster awards related to key personnel.
- HSCS did not adequately monitor subrecipients under the R&D cluster programs such as receiving their annual audit reports.

Management’s Response and Corrective Action Plan:

Management agreed with the recommendations and is in the process of implementing corrective action, which will be complete by July 31, 2021.

Health Care Services Division (HCSD)

Management Letter (Louisiana Legislative Auditor)

Audit Initiation:

This external audit was conducted by the Louisiana Legislative Auditor (LLA).

Audit Scope and Objectives:

The primary objective of this audit was to evaluate the effectiveness of internal controls over financial reporting and compliance.

Audit Finding:

HCSD did not maintain sufficient evidence that internal controls related to financial reporting, including bank reconciliations, were designed effectively and implemented.

Management's Response and Corrective Action Plan:

Management agreed with the recommendation and is in the process of implementing corrective action, which will be complete for the Fiscal Year 2021 financial statement preparation activities.



Board of Supervisors

SPECIAL COMMITTEE ON TITLE IX COMPLIANCE



Board of Supervisors

MEETING MINUTES

BOARD OF SUPERVISORS MEETING | JUNE 18, 2021

MINUTES
LSU BOARD OF SUPERVISORS MEETING
Noland/Laborde Hall, Lod Cook Alumni Center
3838 W. Lakeshore Drive, Baton Rouge, LA 70808
Saturday, April 10, 2021 | Time: 9:30 a.m. CT

I. Call to Order and Roll Call

Mr. Robert Dampf, Chair, called to order the Regular Meeting of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College on April 10, 2021.

Present

Mr. Robert Dampf, Chair
Mr. Rémy Voisin Starns, Chair-elect
Ms. Mary Leach Werner, Past Chair
Mr. Laurie Aronson
Mr. Glenn Armentor
Mr. Stone Cox
Mr. Wayne Brown
Ms. Valencia Sarpy Jones
Mr. Lee Mallett
Mr. Randy Morris
Mr. Patrick C. Morrow
Mr. Collis Temple Jr.
Mr. James Williams
Mr. Jimmie Woods
Mr. Richard Zuschlag

Absent

Mr. Jay Blossman

Also participating in the meeting were the following: Mr. Thomas Galligan, Interim President of LSU; Mr. Winston DeCuir, General Counsel for LSU; University officer and administrators of the campuses; faculty and staff representatives; interested citizens and representatives of the news media.

II. Invocation and Pledge of Allegiance

The invocation was offered by Chancellor Coreil.

The Pledge of Allegiance was led by Mr. Starns.

Mr. Morrow offered a moment of silence to honor missing LSU student Kori Gauthier.

III. Oath of Office for Laurie Lipsey Aronson

Chairman Dampf administered the Oath of Office to Ms. Aronson.

IV. Public Comment

There were no individuals registered for public comment.

V. Discussion of Personnel Matter

Motion by Mr. Dampf, seconded by Mr. Zuschlag, to enter in executive session to discuss a personnel matter. A roll call vote was conducted to enter executive session. Without objection, the Board entered executive session.

Mr. Dampf called for a motion to request in the next 30 days, the President prepare a policy for consideration by the Board, regarding national searches. Motion by Mr. Morrow, seconded by Mr. Armentor. A roll call vote was conducted. Without objection, the motion is approved.

Motion by Mr. Woods, seconded by Ms. Aronson to exit executive session and return to an open meeting.

VI. Committees

Mr. Dampf adjourned the regular meeting to convene the committee meetings.

6.A. **Special Committee on Title IX**

Present for the Special Committee on Title IX were Ms. Werner, Ms. Jones, Mr. Armentor, Mr. Cox, Mr. Morris, Mr. Starns, and Mr. Woods.

6.A.1. Presentation on LSU Action Plan and Title IX Compliance

Dr. Jane Cassidy provided the report.

Motion to reconvene the Board meeting by Mr. Mallett, seconded by Ms. Jones.

Motion take up the litigation item and move into execution by Mr. Mallett, seconded by Ms. Aronson. A roll call vote was conducted. Without objection, the Board entered executive session to discuss Lewis v. LSU Board of Supervisors et al., Litigation, Docket No. 21-00197, U.S. District Court, Middle District of Louisiana

By a roll call vote, the Board voted unanimously to enter executive session.

Motion by Mr. Zuschlag to exit executive session and convene the Committee meetings. Seconded by Mr. Brown.

6.B. **Academic & Research Committee**

Present for the committee meeting were Ms. Jones, Mr. Armentor, Ms. Aronson, Mr. Cox, Mr. Starns, Ms. Werner, and Mr. Williams.

Ms. Jones presented several accolades the University received.

6.B.1. Request from LSU Alexandria to Establish the Bachelor of Science in Computer Science

Upon motion by Mr. Williams, seconded by Mr. Starns, the motion was adopted without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Alexandria to establish the Bachelor of Science in Computer Science.

- 6.B.2. Request from LSU Eunice to Merge the Divisions of Liberal Arts and Sciences and Mathematics to Create the Division of Arts and Sciences

Upon motion by Ms. Werner, seconded by Mr. Cox, the motion was adopted without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Eunice to merge the Divisions of Liberal Arts and Sciences and Mathematics to create the Division of Arts and Sciences.

- 6.B.3. Recommendation to Approve Conferral of Degrees at the 2021 Summer Commencement Exercises

Upon motion by Ms. Aronson, seconded by Mr. Armentor, the motion was adopted without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the degrees to be conferred on candidates meeting degree requirements for graduation from the campuses of the University at 2021 summer commencement exercises on or after August 1, 2021.

- 6.B.4. **Consent Agenda**

a. Request from LSU Alexandria to Change the Title of the Current Bachelor of Arts in World Religions to the Bachelor of Arts in Religious Studies

b. Request from LSU Health Sciences Center - Shreveport to Change the Date of Spring 2021 Commencement Exercises

Upon motion by Mr. Armentor, seconded by Ms. Werner, the motion was adopted without objection.

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the degrees to be conferred on or after May 19, 2021 to candidates meeting degree requirements for graduation from the LSU Health Sciences Center Shreveport.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Alexandria to change the title of the current Bachelor of Arts in World Religions to the Bachelor of Arts in Religious Studies.

- 6.C. **Finance Committee**

Present for the committee meeting were Mr. Brown, Mr. Woods, Ms. Aronson, Mr. Mallett, Mr. Zuschlag.

- 6.C.1. Update on the LSU Research Foundation

Update given by Ms. Donna Torres.

- 6.C.2. Update on the Utility Modernization Initiative

Update given by Ms. Donna Torres.

6.C.3. Update on LSU Health Plan Solicitation for Plan Administrator and Retiree Insurance

Update given by Ms. Donna Torres.

6.C.4. Request to Amend the Board Regulations Providing Approval of Reimbursement from Affiliated Organizations and Delegation of Authority

Upon motion by Mr. Woods, seconded by Mr. Brown, the motion was adopted without objection.

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (the "Board") does hereby amend Article VIII of the Regulations to add this provision:

Section 3. Transactions Related to Employees

Pursuant to La. R.S. 17:3390F and while it remains in effect, the Board of Supervisors delegates to the Chair and the President the authority to approve transactions under the provisions of the referenced statute. The Chair may delegate the authority to other persons for the approval of transactions for the duration of their term. The transactions related to the President and other authorized persons must be approved by the Chair of the Board. Delegations of authority may be revoked by the Board Chair, and in that event, the Board Chair is delegated the authority to approve transactions unless the Board resolves otherwise. It shall not be construed that any employee may approve their own reimbursements. An informational report on the approved transactions shall be submitted to the Board quarterly.

6.D. **Property & Facilities Committee**

Present for the committee meetings were Mr. Woods, Mr. Brown, Mr. Armentor, Mr. Mallett, and Mr. Morris.

6.D.1. Request from LSU Alexandria to Amend the 2021-22 Capital Outlay Request and Propose an Emergency Project

Upon motion by Mr. Brown, seconded by Mr. Mallett, the motion was adopted without objection.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that the FY 2021-2022 Five-Year Capital Outlay Budget Request and First Year Prioritized Categories for Louisiana State University be amended to modify the project listed below:

Louisiana State University at Alexandria

Student Success Center Existing Authorization:	\$0
New Funding:	<u>\$10,000,000</u> (\$5,000,000 Private; \$5,000,000 GOB)
Total:	\$10,000,000

6.D.2. Request from LSU A&M to Approve Schematic Design for Interdisciplinary Science Building

Upon motion by Mr. Morris, seconded by Mr. Brown, the motion was adopted without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the schematic design for the Interdisciplinary Science Building on the LSU A&M campus.

- 6.D.3. Request from LSU Agricultural Center to Approve a Revision to a Prior Authorization to Enter into a Cooperative Agreement and Lease with the La. Dept. of Agriculture & Forestry

Upon motion by Mr. Armentor, seconded by Mr. Brown, the motion was adopted without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the President of Louisiana State University, or designee, to execute amendments to the Cooperative Endeavor Agreement with the Louisiana Department of Agriculture and Forestry.

- 6.D.4. Request from LSU Health Sciences Center New Orleans for Acknowledgement and Approval of a Qualified Assignee for Brookfield District Energy, USA

Upon motion by Mr. Brown, seconded by Mr. Armentor, the action was adopted without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the Interim President of LSU, or his or her designee, acting on behalf and in the name of the Board, and in consultation with general counsel, to execute and deliver an Acknowledgment Regarding Transaction and Approval of Qualified Assignee related to the proposed sale of Enwave from Brookfield to Raptor Bid Co. I as required by the terms of the First Amendment to Cooperative Endeavor Agreement dated March 1, 2013, and to provide any other approvals or authorizations necessary for the proposed sale.

6.E. **Healthcare & Medical Education Committee**

Present for the committee meeting were Mr. Morris, Mr. Armentor, Mr. Brown, Mr. Morrow, Mr. Starns, Mr. Woods, and Mr. Zuschlag.

- 6.E.1. Request to Revise the Committee Recommendation on the Addition of an Ex Officio Member to the Ochsner/LSU Health Shreveport (OLHS) Board of Directors and Selection of Member

Upon motion by Mr. Morris, seconded by Mr. Zuschlag, the motion was adopted without objection.

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (the "Board") does hereby request the Ochsner/LSU Health Shreveport System of North Louisiana to amend its bylaws to add an ex officio position to be filled by a member of the Board of Supervisors.

- 6.E.2. Request to Establish the Selection Process for Board Representatives to Serve on Hospital Oversight Boards of Directors

Upon motion by Mr. Woods, seconded by Mr. Morrow, the motion was adopted without objection.

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (the "Board") does hereby require that one of its members shall serve on the board of directors of University Medical Center Management Corporation and

one of its members shall serve on the board of directors of the Ochsner/LSU Health Shreveport Health System of North Louisiana in a capacity accorded by those organizations' bylaws; and,

BE IT FURTHER RESOLVED, that the Board member serving as chair of the Board's Committee on Healthcare and Medical Education, or its successor committee, or the vice chair should the chair not be available, shall serve as the Board of Supervisors representative on the Ochsner/LSU Health Shreveport Health System of North Louisiana in accordance with that board's bylaws; and,

BE IT FURTHER RESOLVED, that when the instance shall arise that neither the chair or vice chair of the Board's Committee on Healthcare and Medical Education shall not be available to serve on the OLHS board of directors, the Chair of the Board may appoint a person from the membership of the LSU Board of Supervisors; and,

BE IT FURTHER RESOLVED, the President, in consultation with the Chair of the Board and chair of the Healthcare and Medical Education Committee, shall designate one member of the Board of Supervisors to serve on the board of directors of University Medical Center Management Corporation.

VIII. Report on the Presidential Search

Mr. Starns provided a timeline on the remainder of the presidential search process.

IX. Approval of Board Meeting Minutes

Upon motion by Mr. Zuschlag, seconded by Mr. Woods, the Board voted unanimously to approve the minutes from the March 5, 2021 Board meeting.

X. Approved of Personnel Actions Requiring Board Approval

Upon motion by Ms. Werner, seconded by Mr. Starns, the Board voted unanimously to approve the personnel actions.

XI. Reports from Council of Staff Advisors and Council of Faculty Advisors

The Staff Advisors provided a written report to the Board prior to the meeting.

Dr. Jim Robinson provided the Faculty Advisors report.

XII. Approval of Committee Reports

Upon motion by Mr. Morrow, seconded by Mr. Armentor, the Board unanimously voted to approve the recommended committee reports.

XIII. Reports to the Board

Upon motion by Mr. Woods, seconded by Ms. Werner, the Board unanimously voted to approve the following report: LSU FY 2020-2021 Metric Data.

XIV. President's Report

President Galligan provided an informative report.

XV. Chair's Report

Mr. Dampf moved to add to the agenda a resolution to honor Stone Cox's service to the Board and LSU. Without objection, the following resolution was added:

WHEREAS, Stone Cox graduated from Sam Houston High School in Moss Bluff, La., and chose to attend Louisiana State University to pursue a degree in engineering; and

WHEREAS, on March 13, 2020, Stone Cox was elected student body president of Louisiana State University and Agricultural & Mechanical College, along with his running mate Hannah Barrios on the "Reach" ticket; and

WHEREAS, Stone Cox was elected to the LSU Board of Supervisors from among the student body presidents in the LSU family to represent the students' interests; and,

WHEREAS, upon the death of George Floyd and the subsequent protests for justice, Cox was a consistent presence among students of color promoting the cause of equitable treatment and equal opportunity as should be afforded to all Americans; and,

WHEREAS, Cox has been an active voice among the Board of Supervisors for issues affecting students, such as Title IX, commencement exercises, and COVID including a leadership role in adjusting the spring academic calendar; and,

WHEREAS, Cox has used uncommon discretion and insight during the debates and deliberation with the Board of Supervisors in making long-term decisions that will affect the employees and the students for decades into the future such as the utilities modernization initiative; and,

WHEREAS, Cox used his position as both Student Government President and Board of Supervisors member to champion student causes and make sure the voice of LSU students was always well-represented; and

WHEREAS, Cox was appointed by the LSU President to serve on the Building Name Review Committee to consider facilities titles and making the campus a more welcoming environment to Louisianians while appropriately honoring people; and

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (the "Board") does hereby express its deep appreciation and gratitude for the service of Stone Cox, and wish him the best in his future endeavors.

XVI. Adjournment

Without further business before the Board, the meeting was adjourned.

MINUTES
LSU BOARD OF SUPERVISORS MEETING
Noland/Laborde Hall, Lod Cook Alumni Center
3838 W. Lakeshore Drive, Baton Rouge, LA 70808
Thursday, May 6, 2021 | Time: 8:30 a.m. CT

I. Call to Order and Roll Call

Mr. Robert Dampf, Chair, called to order the Regular Meeting of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College on May 6, 2021.

Present

Mr. Robert Dampf, Chair
Mr. Rémy Voisin Starns, Chair-elect
Ms. Mary Leach Werner, Past Chair
Mr. Glenn Armentor
Mr. Jay Blossman
Mr. Wayne Brown
Mr. Stone Cox
Ms. Valencia Sarpy Jones
Mr. Lee Mallett
Mr. Randy Morris
Mr. Patrick C. Morrow
Mr. Collis Temple Jr.
Mr. James Williams
Mr. Jimmie Woods
Mr. Richard Zuschlag

Absent

Ms. Laurie Aronson

Also participating in the meeting were the following: Mr. Thomas Galligan, Interim President of LSU; Mr. Winston DeCuir, General Counsel for LSU; University officer and administrators of the campuses; faculty and staff representatives; interested citizens and representatives of the news media.

II. Invocation and Pledge of Allegiance

The invocation was offered by Patrick Werner, LSU graduating student.

The Pledge of Allegiance was led by Colleen Temple, graduating University Lab student.

III. Public Comment

There were three individuals registered for public comment: Javin Bowman, Abbie Grace Milligan, and Dr. Sheara Williams. All comments were related to Item 10 on the agenda, Executive Search.

Dr. Williams spoke on an item related to her daughter and university medal policy. Mr. Dampf called for a motion by Ms. Werner that the Board name Jordan Grace Williams as a Board of Supervisors honorary outstanding student graduate of 2021. The motion was seconded by Ms. Jones.

Motion by Ms. Werner, seconded by Ms. Jones to add the item to agenda. The Board voted unanimously to add the item.

Without objection, the motion to name Ms. Jordan Grace Williams as an honorary outstanding student graduate was approved.

Mr. Dampf adjourned the regular meeting to convene the committee meetings.

IV. Academic & Research Committee

Present for the Academic & Research Committee were Ms. Valencia Jones, Mr. Glenn Armentor, Mr. Stone Cox, Mr. Rémy Starns, Ms. Mary Leach Werner, and Mr. James Williams.

4.A.1. Recommendation to Approve the Conferral of Degrees for Calendar Year 2021 Commencement Exercises

Upon motion by Mr. Starns, seconded by Mr. Armentor, the motion was adopted without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the degrees to be conferred on candidates meeting degree requirements for graduation from the campuses of the University during commencement exercises in CY 2021.

4.A.2. Request from LSU Alexandria to Establish the Undergraduate Certificate in Criminal Justice

Upon motion by Mr. Cox, seconded by Mr. Armentor, the motion was adopted without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Alexandria to establish the Undergraduate Certificate in Criminal Justice.

4.A.3. Request from LSU Health Sciences Center New Orleans to Establish the Daniel W. Nuss, MD Endowed Chair in Skull Base Surgery

Upon motion by Mr. Armentor, seconded by Mr. Starns, the motion was adopted without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Health Sciences Center - New Orleans to establish the following Endowed Chair:

- a) Daniel W. Nuss, MD Chair in Skull Base Surgery

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the following Endowed Chair at LSU Health Sciences Center - New Orleans:

- a) Daniel W. Nuss, MD Chair in Skull Base Surgery

V. Athletics Committee

Present for the Athletics Committee were Ms. Mary Leach Werner, Mr. Collis Temple, Mr. Wayne Brown, Ms. Valencia Jones, Mr. Patrick Morrow, Mr. Rémy Starns, Mr. James Williams, Mr. Jimmie Woods, and Mr. Richard Zuschlag.

5.A.1. Request from LSU Athletics to Approve the Term Sheet with Kim Mulkey as LSU Head Women's Basketball Coach

Upon motion by Mr. Starns, seconded by Mr. Morrow, the motion was adopted without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the term sheet for Kimberly Mulkey, and authorizes the President, or his designee, to continue negotiations toward a final contract to be approved by the Board of Supervisors.

5.A.2. Request from LSU Athletics to Approve a Contract Amendment for Robert L. "Mickey" Joseph, Jr., Assistant Head Football Coach

Upon motion by Mr. Zuschlag, seconded by Mr. Woods, the motion was adopted without objection.

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes the President, or his designee, to execute the contract amendments with Robert L. "Mickey" Joseph, Jr. as described in this item, and to include in such amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.

5.A.3. Request from LSU Athletics to Amend the Athletics Ticket, Parking, and Tradition Fund Policy

Upon motion by Mr. Williams, seconded by Mr. Brown, the motion was adopted without objection.

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (the "Board") does hereby approve the amendment to the LSU Athletic Ticket, Parking, and Tradition Fund Policy pertaining Schedule B for LSU Women's Basketball season ticket pricing as presented on May 6, 2021; and

BE IT FURTHER RESOLVED, the Board authorizes the LSU Athletics Department to phase-in the pricing changes through FY2025 for those who purchased 2020-21 Women's Basketball season tickets.

VI. Reconvene Board Meeting

The Regular Meeting was called back to order.

VII. Approval of Committee Actions

Upon motion by Ms. Jones, seconded by Ms. Werner, the Board unanimously voted to approve the recommended committee reports.

VIII. Personnel Actions

The personnel actions included the retroactive appointment of Thomas Galligan as President, and to ratify the appointment of David Lewis as the Acting Chancellor.

Upon motion by Ms. Werner, seconded by Ms. Jones the Board voted unanimously to approve the personnel actions.

IX. Statement of Disapproval

By recommendation of General Counsel, the item was deferred.

X. Executive Search

10.A. Overview and Policy Related to Executive Searches

Mr. Williams shared LSU does not have a standard policy on how to conduct executive level searches, like that of other institutions. In the future, the Board may consider creating a policy for searches. Mr. Williams thanked the chairman for ensuring the search process was as transparent as possible.

10.B. Interview with James Henderson

The Board conducted an interview with Dr. James Henderson, President of the University of Louisiana System.

10.C. Interview with Kelvin Droegemeier

The Board conducted an interview with Dr. Kelvin Droegemeier, Former Director, White House Office of Science and Technology Policy.

10.D. Interview with William Tate

The Board conducted an interview with Dr. William Tate, Provost at the University of South Caroline.

10.E. Deliberations on Candidates and Selection

Motion to enter executive session to discuss personnel matters. A roll call vote was conducted. Without objection, the Board entered executive session.

Motion to exit executive session by Mr. Cox, seconded by Ms. Jones.

The chairman called for a motion related to a presidential candidate. Motion by Mr. Temple stated, "Therefore be it resolved, the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby select Dr. William Tate as the next LSU President; and be it further resolved, the Chairman of the Board is authorized to complete negotiation of the terms of the employment agreement which shall be subject to ratification by the Board."

The motion was seconded by Mr. Cox. A roll call vote was conducted. Without objection, the motion was approved.

XI. Adjournment

Without further business before the Board, the meeting was adjourned.



Board of Supervisors

PERSONNEL ACTIONS

BOARD OF SUPERVISORS MEETING | JUNE 18, 2021



Board of Supervisors

Approval of Contract for William F. Tate, LSU President

Date: June 18, 2021

1. Bylaw Citation

Pursuant to Article VII, Section 1K

K. Matters related to Personnel

1. The hiring process, appointment, annual evaluation, and all other personnel actions relating to the President

2. Summary of Matter

On May 6, 2021, the Board approved the appointment of William F. Tate as LSU President. The proposed contract sets the base salary amount at \$725,000 and has a term beginning on July 6, 2021 and expiring on June 30, 2026. The contract also allows for the customary housing, vehicle, membership, health insurance, and retirement provisions commensurate with the position. The contract also appoints Dr. Tate as a tenured professor in the Department of Sociology.

3. Review of Business Plan

N/A

4. Fiscal Impact

The fiscal impact will include salary and the cost of the customary provisions.

5. Description of Competitive Process

Dr. Tate was appointed by the Board through a competitive process.

6. Review of Legal Documents

General Counsel reviewed the contract.

7. Parties of Interest

N/A

8. Related Transactions

N/A

9. Conflicts of Interest

None.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (the “Board”) does hereby approve the contract for William F. Tate, IV, as presented, and the Chair is authorized to execute the contract.

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into as of this 6th day of June, 2021, by and between the **BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE** ("BOARD or LSU"), a body corporate existing under the Constitution and laws of the State of Louisiana, and **DR. WILLIAM F. TATE IV** ("PRESIDENT"):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
 - A. "Base Salary Amount": The annual sum of seven hundred twenty-five thousand dollars and 00/100ths (\$725,000.00).
 - B. "Start Date": July 6, 2021.
 - C. "End Date": June 30, 2026.
2. **Term.** The term of this Agreement shall be for a definite term of 5 years, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 7 of this Agreement.
3. **Employment.**
 - A. LSU does hereby appoint **DR. WILLIAM F. TATE IV** as the President of the Louisiana State University System and Louisiana State University and Agricultural and Mechanical College ("University"). This appointment is "at will" as provided by law and jurisprudence, subject to the terms set forth herein.
 - B. The Board also appoints PRESIDENT as a tenured full professor in the Department of Sociology.
 - C. PRESIDENT will report to the Board in accordance with all applicable laws, rules, and regulations of any governmental entity and applicable accrediting bodies.
 - D. PRESIDENT agrees that within 30 days of employment by LSU, he will provide proof to LSU that PRESIDENT has been issued a Louisiana driver's license and that all vehicles registered in PRESIDENT's name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.

4. **Duties and Responsibilities.** The President shall be the chief executive officer of the University in all its divisions and campuses, shall serve as Secretary to the Board, and shall exercise complete executive authority for the LSU campus, subject to the direction and control of the Board. In addition, the President will be responsible for:
- A. Performing all duties reasonably assigned to PRESIDENT by BOARD consistent with board policy and law;
 - B. Exercising all decision-making authority granted under by the Board's by laws and regulations;
 - C. Promoting the system and member institutions and providing leadership in all fundraising and philanthropic efforts;
 - D. Performing all duties in a manner consistent with high moral, ethical and academic standards required of the position;
5. **Compensation and Benefits.** LSU agrees to pay PRESIDENT the Base Salary and associated allowances in monthly installments, on LSU's regular monthly payroll date. The Base Salary Amount shall be reviewed from time to time may be adjusted at that time by the Board, subject to a favorable evaluation. However, in no event will PRESIDENT's Base Salary Amount be reduced as a result of any such review.
- A. **Base Salary.** PRESIDENT shall be entitled to an annual Base Salary Amount of seven hundred twenty-five thousand dollars and 00/100ths (\$725,000.00)
 - B. **Housing Allowance.** President shall be entitled to an annual housing allowance of thirty-five thousand dollars and 00/100ths (\$35,000.00). The housing allowance shall be paid in equal monthly installments and may be used by the PRESIDENT in his discretion for personal, entertainment and/or other use. In addition to the housing allowance, the President shall be entitled to use of the PRESIDENT'S residence while serving as PRESIDENT. The university will provide routine maintenance of the official residence with the exception of custodial services in the upstairs personal living quarters of the President.
 - C. **Vehicle Allowance.** President shall be entitled to an annual vehicle allowance of fifteen thousand dollars and 00/100ths (\$15,000.00). The vehicle allowance shall be paid in equal monthly installments.
 - D. **Retirement.** PRESIDENT shall be entitled to participate in any retirement benefit plans available to senior level administrative employees of the University. Retirement contributions shall be based upon the President's Base Salary in accordance with law.
 - E. **Health Insurance and other Fringe Benefits.** President will be entitled to participate in any health insurance plan and avail himself of any fringe benefits available to faculty or unclassified administrative employees (including compensation increases awarded faculty and staff after his first year of service).

- F. **Club/Professional Memberships.** PRESIDENT will be reimbursed for, or the University will directly pay for, PRESIDENT'S membership and annual dues for up to two private membership clubs. Such clubs shall be located within the vicinity of his residence or any LSU campus. In addition, the University will pay for PRESIDENT'S membership in up to 3 professional societies or organizations.
- G. **Moving Expenses.** PRESIDENT will be entitled to an allowance for moving expenses of fifteen thousand dollars (\$15,000.00).
- H. **Professional Development.** President shall be entitled reimbursement for attending professional development workshops, classes and conferences, including but not limited to the Harvard Seminar for New Presidents or other similar programs, not less than once every three years.

6. **Service On Corporate Boards and Outside Activities**

- A. The PRESIDENT may serve as a member of the Board of Directors of other public or private corporations so long as such service is not a violation of any law or the Louisiana Code of Governmental Ethics, will not interfere with or detract from the performance of his duties and responsibilities as PRESIDENT or create any conflict of interest involving or affecting the University. The PRESIDENT shall obtain approval from the Board prior to accepting an appointment. The Board shall not unreasonably withhold such approval.
- B. The PRESIDENT, on his own time and at his own expense, may be engaged in speaking, writing or other professional or consulting activities/engagements ("Outside Activities") so long as such Outside Activities are not a violation of any law or the Louisiana Code of Governmental Ethics, will not interfere with or detract from the performance of his duties and responsibilities as PRESIDENT or create any conflict of interest involving or affecting the University. The President shall complete a PM-11 for all outside work. All honoraria, payments or any other compensation received by PRESIDENT from such Outside Activities shall be the exclusive property of PRESIDENT, and the University shall not have any right to such compensation. In addition, the PRESIDENT shall maintain sole and exclusive ownership rights to any materials or intellectual property he creates for, or as a result of, such Outside Activities.

7. **Termination**

- A. **Termination as President by LSU for Cause.** The appointment as PRESIDENT may be terminated for "cause" by LSU, acting through the BOARD, at any time prior to its expiration, upon written notice to PRESIDENT.
 - 1. Termination for cause would affect a termination of all positions within the University including his position as a tenured faculty member.
 - 2. For purposes of this Section, "cause" for termination shall be defined as:

- a. Commission of a material and substantial violation of state, federal or local law, other than traffic offenses, or misdemeanors.
- b. Significant and material violation of any board regulation or by-laws which such violation has not been cured by PRESIDENT within thirty (30) days after the Board has given PRESIDENT written notice of the violation;
- c. Commission of a material and substantial violation of any state, federal or local law, or the Regulations or By-Laws of the BOARD by any other person if either: (i) the violation occurs or continues to occur after PRESIDENT knew that it was about to occur or was occurring, or (ii) PRESIDENT knowingly failed to follow reasonable policies and procedures established in writing by the BOARD;
- d. Commission of, or participation in by PRESIDENT of any act, situation, or occurrence, which, in BOARD's judgment, brings PRESIDENT into public disrepute, contempt, scandal, or ridicule, and which has a material, negative financial impact on the University.
- e. Failure by PRESIDENT to conform PRESIDENT's personal conduct to conventional standards of good citizenship with such conduct offending prevailing social mores and values and/or reflecting unfavorably upon LSU's reputation and overall primary mission and objectives which such failure has not been cured by PRESIDENT within thirty (30) days after the Board has given PRESIDENT written notice of the failure;
- f. Acts of dishonesty, misrepresentation, fraud, or violence that may or may not rise to level of warranting criminal prosecution by the relevant authorities;
- g. Unreasonable refusal or repeated failure to perform any duties imposed upon PRESIDENT herein (including, but not limited to, those duties specified in this Agreement), or failing to perform the same to the best of PRESIDENT's reasonable ability, which such refusal or failure has not been cured by PRESIDENT within thirty (30) days after the Board has given PRESIDENT written notice of the refusal or failure;
- h. Failure to materially comply with LSU policies, rules and regulations concerning Title IX, including specifically but not exclusively the reporting of any incident of sexual misconduct in accordance with LSU's Title IX policy and PM-73; or

- i. Knowingly committing material violation(s) of the terms of this Agreement which such violation has not been cured by PRESIDENT within thirty (30) days after the Board has given PRESIDENT written notice of the violation.
3. In the event of a termination for cause, the PRESIDENT shall receive written notice from the BOARD chair describing in detail the "cause" asserted, identifying the section of the Agreement that applies, and, where applicable, providing the PRESIDENT with the appropriate cure period as set forth above. Within 10 days after the PRESIDENT'S receipt of written notice from the Board, if there is no applicable cure period, or within 10 days after the expiration of the 30-day cure period, if the PRESIDENT has not cured the stated reasons for "cause", upon request by the PRESIDENT, PRESIDENT shall be entitled to a hearing before the BOARD. If the President fails to request a hearing within the 10-day period referenced above, the notice shall be final. Any determination by the BOARD as to whether the criteria contained in this Section have been met shall not be made arbitrarily or capriciously.
4. In the event of termination for cause, PRESIDENT'S Base Salary Amount, and all other compensation and benefits provided for in this Agreement as PRESIDENT shall terminate on the termination date, and LSU shall not thereafter be liable to PRESIDENT for any sums or damages as PRESIDENT other than compensation earned prior to the termination date. The termination date shall be the latter of the date on which the initial notice of termination is given, or a determination by the board after a hearing if such hearing is requested. PRESIDENT'S status as tenured faculty shall be governed by section 7(B)).

B. Termination as Faculty

1. PRESIDENT'S termination as tenured faculty shall be governed by Policy Statement 104 "Dismissal for Cause for Faculty" or the then current policy governing termination of tenured faculty in his department. Nothing in this agreement precludes the same conduct warranting termination as PRESIDENT from also being used for termination as tenured faculty.

8. Termination by LSU without Cause.

- A. LSU shall have the right to terminate this Agreement and the appointment as PRESIDENT without cause upon ninety (90) days written notice to PRESIDENT. In such event, LSU will pay all remaining base salary obligations under this Agreement through the End Date, in lieu of any and all other legal remedies or equitable relief, as detailed below.

- B. During any remaining term through the End Date, PRESIDENT may be assigned an administrative position or a faculty position in his credentialed department and he will continue to receive his Base Salary under this Agreement through its End Date. PRESIDENT will be entitled to continue participation in the retirement and fringe benefits available administrative or academic employees depending upon the assignment.
- C. As of the End Date of this Agreement, the PRESIDENT will be entitled to assume a tenured faculty position in the Department of Sociology. His salary as a full professor will be three hundred and fifty thousand dollars and 00/100 (\$350,000.00).

9. Resignation

- A. The PRESIDENT shall be entitled to resign upon providing the Board with notice of a resignation of at least ninety days unless such notice is waived by the Board or occasioned by illness or disability. If the PRESIDENT voluntarily elects to leave his position as PRESIDENT during the term of employment herein, he shall be entitled to assume his appointment as a professor with tenure. He shall be compensated at the faculty pay described in paragraph 8(C). His faculty position will begin at the start of the fall or spring semester immediately following the expiration of the ninety (90) day notice period or following the effective date of his resignation should it be sooner.
- B. Disability Resignation: The inability of PRESIDENT to fulfill the essential job duties for a period of at least one hundred and twenty consecutive days in a twelve-month period, after the University provides President with reasonable accommodations, shall be considered a resignation. Such resignation shall be effective upon the Board chair providing the PRESIDENT notice in writing after the one hundred and twentieth day of consecutive day of disability in the twelve-month period.

- 10. 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 PRESIDENT by LSU or developed by PRESIDENT on behalf of or at the expense of LSU or otherwise in connection with the employment of PRESIDENT are and shall remain the sole and confidential property of LSU. Within 10 days of the expiration or termination of this Agreement, PRESIDENT shall cause any such materials in PRESIDENT's possession or control to be delivered to LSU. At the same time, PRESIDENT shall return to LSU all credit cards, keys, computers, automobiles, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of PRESIDENT.

- 11. Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of PRESIDENT 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.

12. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by the BOARD and accepted by PRESIDENT, such approval and acceptance to be acknowledged in writing.
13. **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.
14. **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.
15. **No Waiver of Sovereign Immunity.** 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.
16. **“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, natural disaster, wind or flood or any requirements of law, or an act of God.
17. **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 the 19th Judicial District Court for the Parish of East Baton Rouge.
18. **Notices:** Any notices required to be provided under this agreement shall be deemed delivered if sent via US Mail, Hand Delivery, and/or Electronic Mail to:

For PRESIDENT:
Dr. William F. Tate IV
3810 West Lakeshore Dr.
Baton Rouge, LA 70820
wftate@icloud.com

For LSU:


Mr. Robert Dampf or
Current Board Chairman
3810 West Lakeshore Dr.
Baton Rouge, LA 70808

Mr. Winston DeCuir, Jr.
Vice President Legal Affairs and General Counsel
3810 West Lakeshore Dr.
Baton Rouge, LA 70808

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: _____
ROBERT DAMPF Date
CHAIRMAN



DR. WILLIAM F. TATE IV Date June 9, 2021
PRESIDENT



Board of Supervisors

Approval of President Emeritus Status for Thomas C. Galligan

Date: June 18, 2021

1. Bylaw Citation

Pursuant to Article VII, Section 1L

L. Other Significant Matters

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

2. Summary of Matter

This resolution would approve “President Emeritus” status for Thomas C. Galligan, Jr.

Mr. Galligan was appointed interim president on January 1, 2020 and asked to serve until a permanent president could be appointed. COVID-19 prevented the Board from moving on the presidential search. Galligan continued to serve throughout the COVID-19 pandemic and led the University through the transition to the virtual environment and return to regular classroom instruction.

Galligan showed remarkable leadership during the summer upheavals subsequent to the death of George Floyd and working with the students, faculty, and staff to improve diversity, equity and inclusion on the campus..

Galligan also guided the University through the Title IX issues. Galligan acted with compassion toward the student survivors and pushed the University to be transparent in dealing with the challenges.

Lastly, during a very difficult year, the exceptional level of leadership, commitment and personal sacrifice exhibited by Galligan led the LSU Board of Supervisors to retroactively remove the interim from his title, making him President of LSU effective January 2020.

3. Review of Business Plan

N/A

4. Fiscal Impact

None.

5. Description of Competitive Process

None.

6. Review of Legal Documents

None.

7. Parties of Interest

N/A

8. Related Transactions

N/A

9. Conflicts of Interest

None.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (the "Board") does hereby confer the title of "President Emeritus" to Thomas C. Galligan, Jr., effective July 6, 2021, and thank him for his exceptional leadership during unprecedented times; and,

BE IT FURTHER RESOLVED, the Board is deeply appreciative of Susan Galligan, who has sacrificed to support President Galligan in his service the University.



Board of Supervisors

REPORTS TO THE BOARD

BOARD OF SUPERVISORS MEETING | JUNE 18, 2021

LSU
Deposit and Collateral Report
For the Quarter Ended March 31, 2021

Deposits Requiring Posting of Collateral:	Demand Deposit Sweep/MMA Repurchase	Certificates of Deposit	Total Deposits in Financial Institutions	Collateral (1)
LSU A&M, LSU Alexandria, LSU Eunice, LSU Shreveport, and LSU Health New Orleans				
Chase - LSU, Health Plan Premium	\$ 176,127,716		\$ 176,127,716	\$ 208,222,316
Cottonport Bank - LSU Ag Center	2,440,575		2,440,575	2,712,929
Capital One - LSU-A	10,845,718		10,845,718	10,845,718
St. Landry Bank - LSU-E	453,611		453,611	1,012,254
Campus Federal Credit Union - LSU-S		\$ 100,455	100,455	250,000
Capital One - LSU-S	36,758,468		36,758,468	37,238,637
Chase - HSCNO	107,486,216	18,600	107,504,816	129,740,077
Total	\$ 334,112,304	\$ 119,055	\$ 334,231,359	\$ 390,021,931
LSU Health Shreveport				
JPMC-Shreveport	\$ 86,906,529		\$ 86,906,529	\$ 122,207,383
JPMC-Shreveport Endowment Fds	1,219,304		1,219,304	
Total	\$ 88,125,833	\$ -	\$ 88,125,833	\$ 122,207,383
LSU Health Care Services Division				
JP Morgan Chase (HCSD)	\$ 78,177,189		\$ 78,177,189	\$ 86,000,000
Capital One (MCLNO Trust Fund)	4,064,341		4,064,341	4,140,628
Total	\$ 82,241,530	\$ -	\$ 82,241,530	\$ 90,140,628
Total Requiring Collateral	\$ 504,479,667	\$ 119,055	\$ 504,598,722	\$ 602,369,942
Deposits In Trust or Federal Obligations Not Requiring Collateral				
Federated Money Markets	\$ 8,904,111		\$ 8,904,111	
Federated Funds-Treas. Oblig. (2)	1,056,578		1,056,578	
Total	\$ 9,960,689	\$ -	\$ 9,960,689	
Total Deposits	\$ 514,440,356	\$ 119,055	\$ 514,559,411	

(1) Collateral amounts include FDIC coverage of \$250,000 on Demand Deposits, \$250,000 on CD's and \$250,000 by the National Credit Union Share Insurance Fund on deposits with Campus Federal Credit Union.

(2) One Group & Federated Funds are no-load, open ended mutual funds investing in U.S. Treasury obligations.

LSU
Investment Summary
For the Quarter Ended March 31, 2021

Fund Description	As of 7/1/2020	As of 9/30/2020		As of 12/31/2020		As of 3/31/2021		As of 06/30/2021	
	Value	Cost	Market Value	Cost	Market Value	Cost	Market Value	Cost	Market Value
Current Funds									
Cash/Sweeps	\$375,120,082	\$580,056,212	\$580,056,212	\$547,947,589	\$547,947,589	\$499,196,022	\$499,196,022	\$0	\$0
Money Market Accounts/Repos	\$0	\$8,930,221	\$8,930,221	\$8,058,226	\$8,058,226	\$527,464	\$527,464	\$0	\$0
Certificates of Deposit	\$100,413	\$100,411	\$100,411	\$100,455	\$100,455	\$100,455	\$100,455	\$0	\$0
Treasury Notes	\$34,083,826	\$33,261,475	\$34,653,588	\$34,100,069	\$35,307,018	\$57,667,282	\$58,109,987	\$0	\$0
CMO's	\$13,289,523	\$12,690,922	\$12,715,426	\$12,113,675	\$12,137,860	\$11,617,305	\$11,670,077	\$0	\$0
Agency Securities	\$54,110,875	\$67,077,178	\$68,724,705	\$68,351,528	\$69,745,410	\$108,151,280	\$106,291,332	\$0	\$0
Mortgaged Backed Securities	\$42,826,102	\$39,274,622	\$39,830,857	\$12,615,757	\$12,896,709	\$11,100,335	\$11,221,877	\$0	\$0
Equity Securities	\$55,912	\$0	\$56,907	\$0	\$71,880	\$0	\$93,069	\$0	\$0
Municipal Bonds	\$118,337,558	\$119,421,589	\$121,288,094	\$154,584,896	\$155,773,477	\$191,223,906	\$187,336,284	\$0	\$0
Corporate Bonds	\$159,589,112	\$140,372,399	\$148,885,753	\$148,378,235	\$158,838,357	\$184,606,744	\$186,762,130	\$0	\$0
Total	\$797,513,403	\$1,001,185,029	\$1,015,242,174	\$986,250,430	\$1,000,876,981	\$1,064,190,793	\$1,061,308,697	\$0	\$0
Endowment Funds									
Cash/Sweeps	\$1,428,396	\$1,284,010	\$1,284,010	\$1,277,467	\$1,277,467	\$1,219,304	\$1,219,304	\$0	\$0
Money Market Accounts/Repos	\$36,872	\$791,886	\$791,886	\$534,617	\$534,617	\$138,786	\$138,786	\$0	\$0
Certificates of Deposit	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$0	\$0
Agency Securities	\$1,380,320	\$1,315,805	\$1,379,514	\$1,315,805	\$1,373,161	\$2,481,905	\$2,486,483	\$0	\$0
Mortgaged Backed Securities	\$1,608,820	\$1,411,674	\$1,518,819	\$1,406,900	\$1,515,269	\$1,212,575	\$1,293,263	\$0	\$0
Equity Securities	\$9,965,087	\$5,028,188	\$9,995,603	\$4,816,366	\$10,521,975	\$4,904,145	\$11,064,553	\$0	\$0
Mutual Funds	\$67,050,161	\$60,529,377	\$69,560,847	\$63,376,325	\$75,276,849	\$64,551,193	\$75,584,518	\$0	\$0
Municipal Bonds	\$2,769,136	\$2,689,578	\$2,781,804	\$4,256,683	\$4,326,428	\$4,256,683	\$4,171,869	\$0	\$0
Corporate Bonds	\$8,780,099	\$8,727,513	\$9,376,642	\$8,235,273	\$8,922,543	\$7,740,857	\$8,061,838	\$0	\$0
Total	\$93,037,491	\$81,796,631	\$96,707,725	\$85,238,036	\$103,766,909	\$86,524,048	\$104,039,214	\$0	\$0
Other Funds									
Cash/Sweeps	\$4,798,073	\$3,698,689	\$3,698,689	\$3,940,264	\$3,940,264	\$4,064,341	\$4,064,341	\$0	\$0
Money Market Accounts/Repos	\$31,382,800	\$9,217,020	\$9,217,020	\$16,539,474	\$16,539,474	\$9,294,439	\$9,294,439	\$0	\$0
Equity Securities	\$221,811	\$0	\$170,277	\$0	\$209,411	\$0	\$276,917	\$0	\$0
Total	\$36,402,684	\$12,915,709	\$13,085,986	\$20,479,738	\$20,689,149	\$13,358,780	\$13,635,697	\$0	\$0
Grand Total	\$926,953,578	\$1,095,897,369	\$1,125,035,885	\$1,091,968,204	\$1,125,333,039	\$1,164,073,621	\$1,178,983,608	\$0	\$0
Deposits in Financial Institutions									
Total Cash/Sweeps/MMA/Repos	\$412,766,223	\$603,978,038	\$603,978,038	\$578,297,637	\$578,297,637	\$514,440,356	\$514,440,356	\$0	\$0
Total Certificates of Deposit	\$119,013	\$119,011	\$119,011	\$119,055	\$119,055	\$119,055	\$119,055	\$0	\$0
Total Deposits	\$412,885,236	\$604,097,049	\$604,097,049	\$578,416,692	\$578,416,692	\$514,559,411	\$514,559,411	\$0	\$0
Other Investments									
Treasury Notes	\$34,083,826	\$33,261,475	\$34,653,588	\$34,100,069	\$35,307,018	\$57,667,282	\$58,109,987	\$0	\$0
CMO's	\$13,289,523	\$12,690,922	\$12,715,426	\$12,113,675	\$12,137,860	\$11,617,305	\$11,670,077	\$0	\$0
Agency Securities	\$55,491,195	\$68,392,983	\$70,104,219	\$69,667,333	\$71,118,571	\$110,633,185	\$108,777,815	\$0	\$0
Mortgaged Backed Securities	\$44,434,922	\$40,686,296	\$41,349,676	\$14,022,657	\$14,411,978	\$12,312,910	\$12,515,140	\$0	\$0
Equity Securities	\$10,242,810	\$5,028,188	\$10,222,787	\$4,816,366	\$10,803,266	\$4,904,145	\$11,434,539	\$0	\$0
Mutual Funds	\$67,050,161	\$60,529,377	\$69,560,847	\$63,376,325	\$75,276,849	\$64,551,193	\$75,584,518	\$0	\$0
Municipal Bonds	\$121,106,694	\$122,111,167	\$124,069,898	\$158,841,579	\$160,099,905	\$195,480,589	\$191,508,153	\$0	\$0
Corporate Bonds	\$168,369,211	\$149,099,912	\$158,262,395	\$156,613,508	\$167,760,900	\$192,347,601	\$194,823,968	\$0	\$0
Total Other	\$514,068,342	\$491,800,320	\$520,938,836	\$513,551,512	\$546,916,347	\$649,514,210	\$664,424,197	\$0	\$0
Grand Total	\$926,953,578	\$1,095,897,369	\$1,125,035,885	\$1,091,968,204	\$1,125,333,039	\$1,164,073,621	\$1,178,983,608	\$0	\$0
LSU Paid Campuses									
Current Funds									
Cash/Sweeps	\$233,311,025	\$414,498,300	\$414,498,300	\$352,149,478	\$352,149,478	\$334,112,304	\$334,112,304	\$0	\$0
Money Market Accounts/Repos	\$0	\$8,930,221	\$8,930,221	\$8,058,226	\$8,058,226	\$527,464	\$527,464	\$0	\$0
Certificates of Deposit	\$100,413	\$100,411	\$100,411	\$100,455	\$100,455	\$100,455	\$100,455	\$0	\$0
Treasury Notes	\$0	\$0	\$0	\$0	\$0	\$9,920,312	\$9,815,600	\$0	\$0
CMO's	\$13,289,523	\$12,690,922	\$12,715,426	\$12,113,675	\$12,137,860	\$11,617,305	\$11,670,077	\$0	\$0
Agency Securities	\$47,010,006	\$61,971,133	\$63,641,495	\$63,267,989	\$64,708,163	\$96,796,768	\$95,095,029	\$0	\$0
Mortgaged Backed Securities	\$42,813,155	\$39,261,335	\$39,818,037	\$12,602,605	\$12,884,013	\$11,087,344	\$11,209,325	\$0	\$0
Equity Securities	\$55,912	\$0	\$56,907	\$0	\$71,880	\$0	\$93,069	\$0	\$0
Municipal Bonds	\$110,753,126	\$111,212,249	\$112,961,740	\$141,501,351	\$143,682,671	\$171,380,036	\$167,740,635	\$0	\$0
Corporate Bonds	\$127,532,047	\$110,145,502	\$116,902,723	\$109,399,635	\$117,049,450	\$139,306,860	\$140,598,332	\$0	\$0
Total	\$574,865,207	\$758,810,073	\$769,625,260	\$699,193,414	\$710,842,196	\$774,848,848	\$770,962,290	\$0	\$0
Endowment Funds									
Money Market Accounts/Repos	\$36,872	\$791,886	\$791,886	\$534,617	\$534,617	\$138,786	\$138,786	\$0	\$0
Certificates of Deposit	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$0	\$0
Agency Securities	\$1,380,320	\$1,315,805	\$1,379,514	\$1,315,805	\$1,373,161	\$2,481,905	\$2,486,483	\$0	\$0
Mortgaged Backed Securities	\$1,608,820	\$1,411,674	\$1,518,819	\$1,406,900	\$1,515,269	\$1,212,575	\$1,293,263	\$0	\$0
Equity Securities	\$9,948,283	\$5,020,538	\$9,978,358	\$4,808,716	\$10,504,405	\$4,896,495	\$11,046,681	\$0	\$0
Municipal Bonds	\$2,769,136	\$2,689,578	\$2,781,804	\$4,256,683	\$4,326,428	\$4,256,683	\$4,171,869	\$0	\$0
Corporate Bonds	\$8,780,099	\$8,727,513	\$9,376,642	\$8,235,273	\$8,922,543	\$7,740,857	\$8,061,838	\$0	\$0
Total	\$24,542,130	\$19,975,594	\$25,845,623	\$20,576,594	\$27,195,023	\$20,745,901	\$27,217,520	\$0	\$0
Other Funds									
Money Market Accounts/Repos	\$22,490,726	\$320,912	\$320,912	\$7,639,359	\$7,639,359	\$390,328	\$390,328	\$0	\$0
Total	\$22,490,726	\$320,912	\$320,912	\$7,639,359	\$7,639,359	\$390,328	\$390,328	\$0	\$0
Grand Total	\$621,898,063	\$779,106,579	\$795,791,795	\$727,409,367	\$745,676,578	\$795,985,077	\$798,570,138	\$0	\$0

LSU
Investment Summary
For the Quarter Ended March 31, 2021

Fund Description	As of 7/1/2020	As of 9/30/2020		As of 12/31/2020		As of 3/31/2021		As of 06/30/2021	
	Value	Cost	Market Value	Cost	Market Value	Cost	Market Value	Cost	Market Value
LSU Health Shreveport									
Current Funds									
Cash/Sweeps S.	\$65,852,590	\$89,514,968	\$89,514,968	\$87,421,931	\$87,421,931	\$86,906,529	\$86,906,529		
Cash/Sweeps	\$65,852,590	\$89,514,968	\$89,514,968	\$87,421,931	\$87,421,931	\$86,906,529	\$86,906,529	\$0	\$0
Treasury Notes	\$34,083,826	\$33,261,475	\$34,653,588	\$34,100,069	\$35,307,018	\$47,746,970	\$48,294,387		
Agency Securities	\$7,100,869	\$5,106,045	\$5,083,210	\$5,083,539	\$5,037,247	\$11,354,512	\$11,196,303		
Mortgaged Backed Securities	\$12,947	\$13,287	\$12,820	\$13,152	\$12,696	\$12,991	\$12,552		
Municipal Bonds	\$7,584,432	\$8,209,340	\$8,326,354	\$13,083,545	\$12,090,806	\$19,843,870	\$19,595,649		
Corporate Bonds	\$32,057,065	\$30,226,897	\$31,983,030	\$38,978,600	\$41,788,907	\$45,299,884	\$46,163,798		
Total	\$146,691,729	\$166,332,012	\$169,573,970	\$178,680,836	\$181,658,605	\$211,164,756	\$212,169,218	\$0	\$0
Endowment Funds									
Cash/Sweeps	\$1,428,396	\$1,284,010	\$1,284,010	\$1,277,467	\$1,277,467	\$1,219,304	\$1,219,304		
Equity Securities	\$16,804	\$7,650	\$17,245	\$7,650	\$17,570	\$7,650	\$17,872		
Mutual Funds	\$67,050,161	\$60,529,377	\$69,560,847	\$63,376,325	\$75,276,849	\$64,551,193	\$75,584,518		
Total	\$68,495,361	\$61,821,037	\$70,862,102	\$64,661,442	\$76,571,886	\$65,778,147	\$76,821,694	\$0	\$0
Grand Total	\$215,187,090	\$228,153,049	\$240,436,072	\$243,342,278	\$258,230,491	\$276,942,903	\$288,990,912	\$0	\$0
LSU HCSD									
Current Funds									
Cash/Sweeps	\$75,956,467	\$76,042,944	\$76,042,944	\$108,376,180	\$108,376,180	\$78,177,189	\$78,177,189		
Total	\$75,956,467	\$76,042,944	\$76,042,944	\$108,376,180	\$108,376,180	\$78,177,189	\$78,177,189	\$0	\$0
Other Funds									
Cash/Sweeps	\$4,798,073	\$3,698,689	\$3,698,689	\$3,940,264	\$3,940,264	\$4,064,341	\$4,064,341		
Money Market Accounts/Repos	\$8,892,074	\$8,896,108	\$8,896,108	\$8,900,115	\$8,900,115	\$8,904,111	\$8,904,111		
Equity Securities	\$221,811	\$0	\$170,277		\$209,411		\$276,917		
Total	\$13,911,958	\$12,594,797	\$12,765,074	\$12,840,379	\$13,049,790	\$12,968,452	\$13,245,369	\$0	\$0
Grand Total	\$89,868,425	\$88,637,741	\$88,808,018	\$121,216,559	\$121,425,970	\$91,145,641	\$91,422,558	\$0	\$0
System Total	\$926,953,578	\$1,095,897,369	\$1,125,035,885	\$1,091,968,204	\$1,125,333,039	\$1,164,073,621	\$1,178,983,608	\$0	\$0

* Negative balance in the cash/Sweeps section of the current funds does not represent an actual negative bank balance, rather it represents a timing difference of the allocation of the current funds.
** Small endowment funds at LSUS were moved to the LSUS Foundation to accommodate Workday.

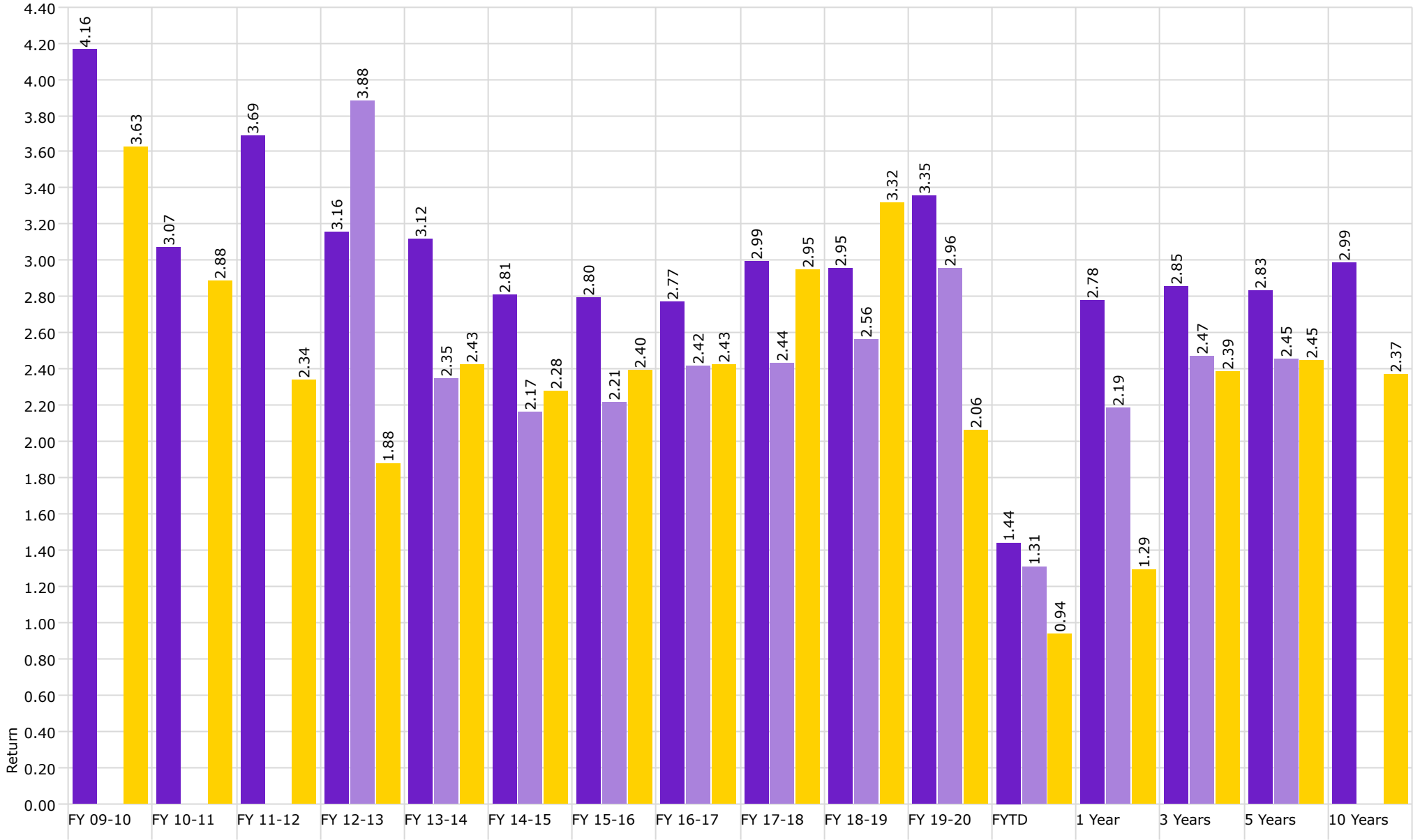
*** LSU Paid Campuses include the following: LSU, LSU Ag Center, LSUA, LSUE, LSUS, LSU Health New Orleans, and the LSU Pennington Biomedical Research Center.

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



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

As of 3/31/2021



■ Non Endowed

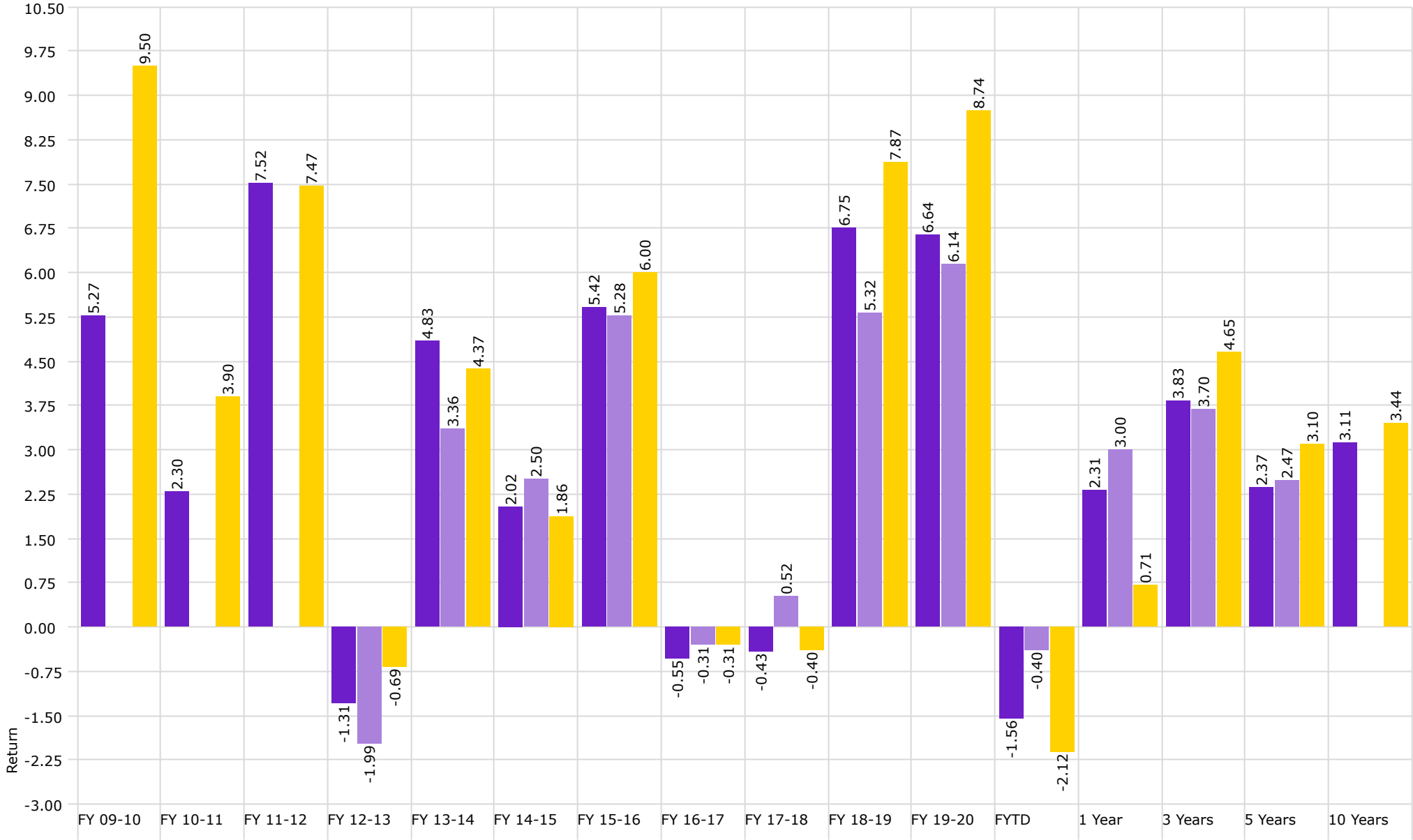
■ Health Plan

■ Barclays Aggregate Bond Index



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

As of 3/31/2021



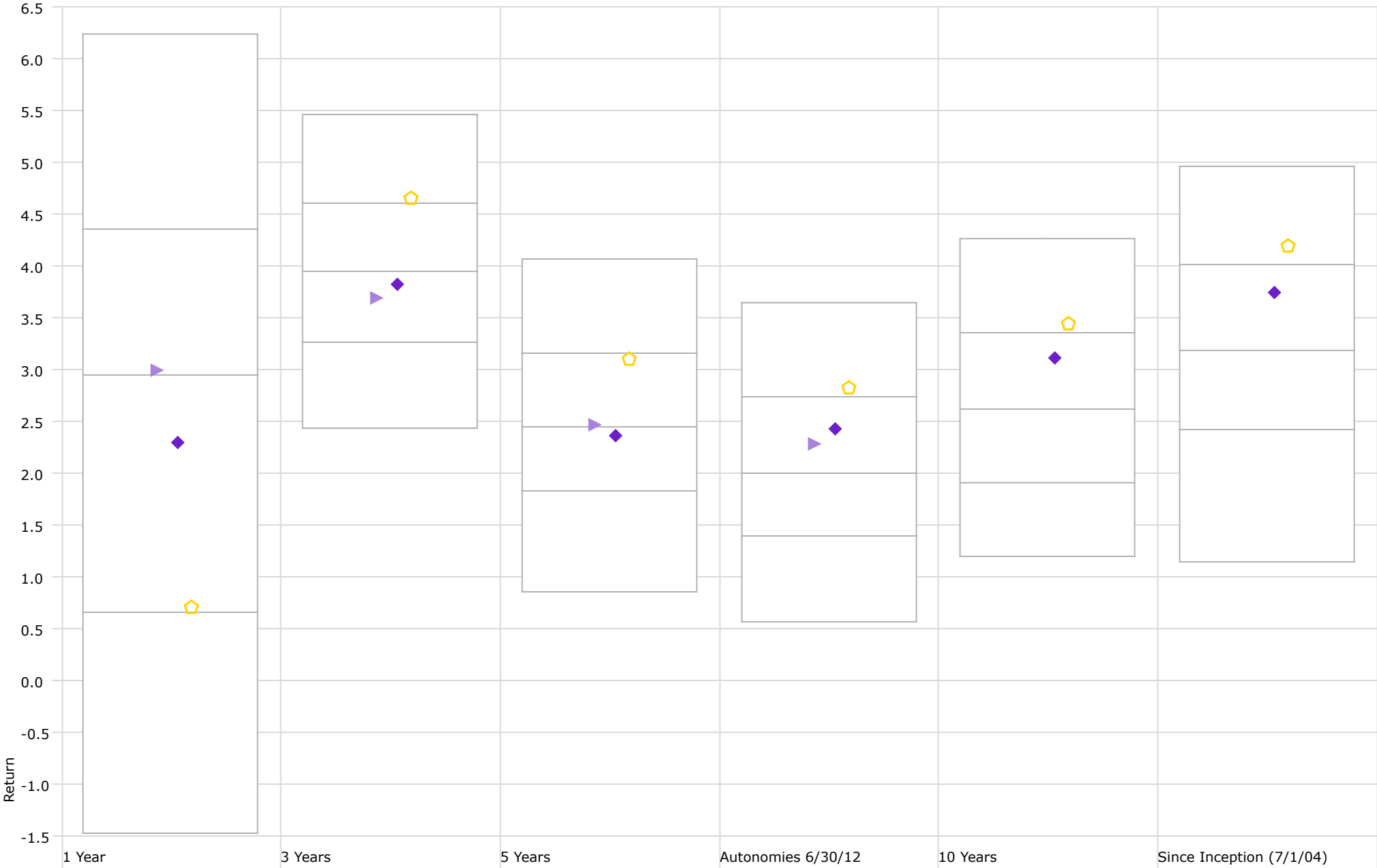
■ Non Endowed

■ Health Plan

■ Barclays Aggregate Bond Index

Performance Relative to Peer Group

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



◆ Non Endowed

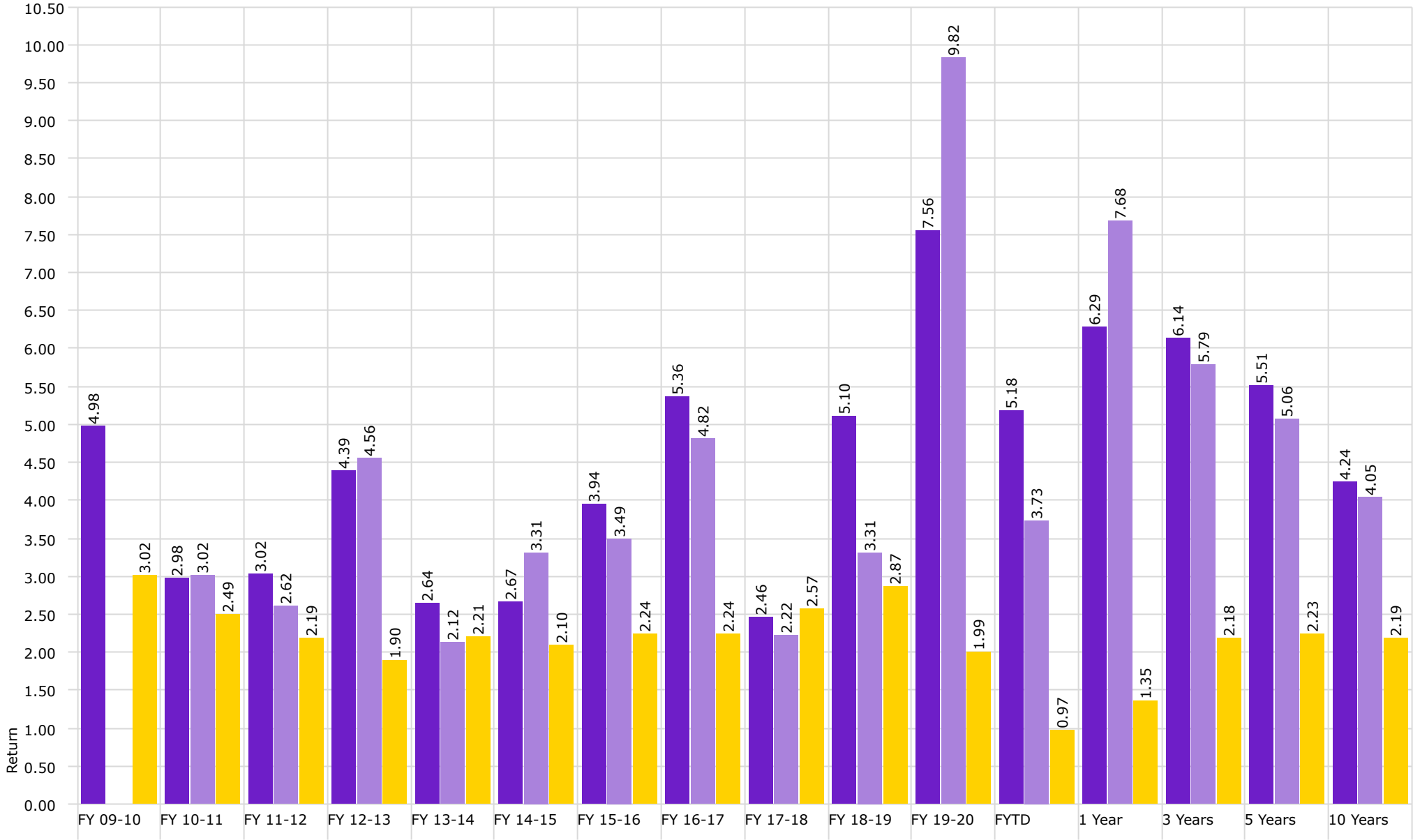
▶ Health Plan

⬠ Barclays Aggregate Bond Index



Investment Management Program Endowed Accounts **Realized Yield**

As of 3/31/2021



Endowment

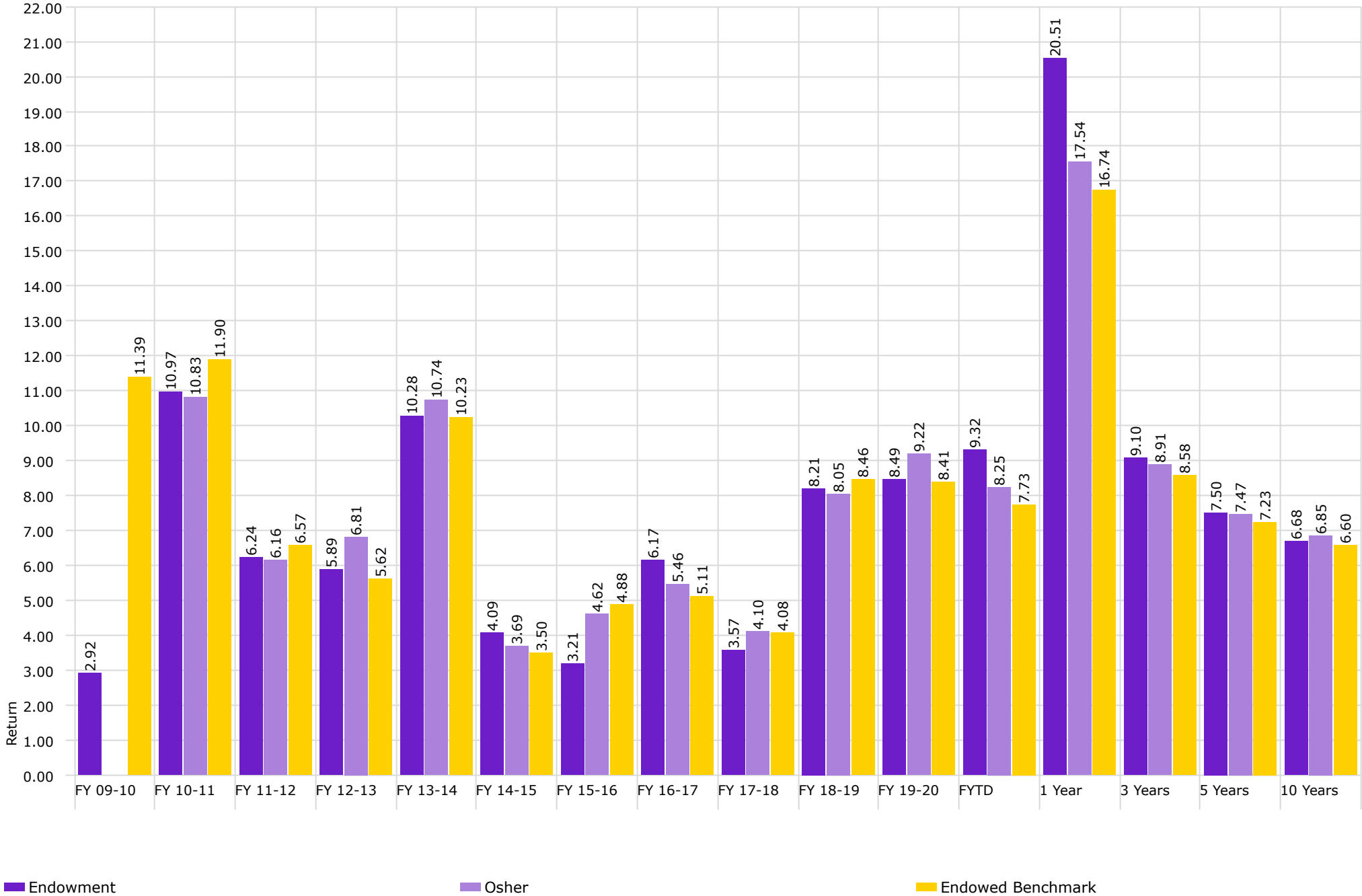
Osher

Endowed Realized Yield



Investment Management Program Endowed Accounts **Total Return**

As of 3/31/2021



Personnel Actions Information Report
Reporting Period: January 2021 - March 2021

LSU A&M							
Promotion and Tenure							
Name	Effective Date	Academic Rank/Title	Tenure Status	Prev Salary	New Salary	% Change	Transaction
Andrea Leah Hebert	1/1/2021	Associate Librarian	Tenured	\$56,000	\$60,740	8.46%	Promotion with Tenure
Dave John Comeaux	1/1/2021	Associate Librarian	Tenured	\$61,800	\$66,772	8.05%	Promotion with Tenure
David Jesse Dunaway	1/1/2021	Associate Librarian	Tenured	\$56,000	\$60,740	8.46%	Promotion with Tenure
Lorrie Hale	2/1/2021	Assistant Professor - Clinical	Non-Tenured	\$76,385	\$118,000	54.48%	Promotion
Giulio Mariotti	1/1/2021	Associate Professor	Tenured	\$79,568	\$85,251	7.14%	Promotion with Tenure
Jeannette Cremer	1/1/2021	Associate Professor	Tenured	\$123,600	\$131,744	6.59%	Promotion with Tenure

Leave of Absence							
Name	Effective Date	Academic Rank/Title	Tenure Status		Last day of Leave - Estimated		Transaction
Dandina N Rao	1/1/2021	Professor	Tenured		5/14/2021		Sabbatical Leave Academic Half AY
Jan M Hondzinski	1/1/2021	Professor	Tenured		5/14/2021		Sabbatical Leave Academic Half AY
Angeletta KM Gourdine	1/1/2021	Associate Professor	Tenured		5/14/2021		Sabbatical Leave Academic Half AY
Melissa R Beck	1/1/2021	Professor	Tenured		5/14/2021		Sabbatical Leave Academic Half AY
Lei Wang	1/1/2021	Professor	Tenured		5/14/2021		Sabbatical Leave Academic Half AY
Margherita Zanasi	1/1/2021	Professor	Tenured		5/14/2021		Sabbatical Leave Academic Half AY
Asiya Alam	1/1/2021	Associate Professor	Tenured		5/14/2021		Sabbatical Leave Academic Half AY
Hye Yeon Nam	1/1/2021	Associate Professor	Tenured		5/14/2021		Sabbatical Leave Academic Half AY
Ayman M Okiel	1/1/2021	Professor	Tenured		5/14/2021		Sabbatical Leave Academic Half AY
Michelle Marie Livermore	1/1/2021	Associate Professor	Tenured		5/14/2021		Sabbatical Leave Academic Half AY
Tracey Ellen Rizuto	1/1/2021	Professor	Tenured		5/14/2021		Sabbatical Leave Academic Half AY
Alex S Cohen	1/1/2021	Professor	Tenured		5/14/2021		Sabbatical Leave Academic Half AY
David Price Terry	1/1/2021	Associate Professor	Tenured		5/14/2021		Sabbatical Leave Academic Half AY
Catherine O Jaquet	1/1/2021	Associate Professor	Tenured		5/14/2021		Sabbatical Leave Academic Half AY
Sherri Franks Johnson	1/1/2021	Associate Professor	Tenured		5/14/2021		Sabbatical Leave Academic Half AY
Tim Slack	1/1/2021	Professor	Tenured		5/14/2021		Sabbatical Leave Academic Half AY
Matthew Valasik	1/1/2021	Associate Professor	Tenured		5/14/2021		Sabbatical Leave Academic Half AY
Prosanta Chakrabarty	1/1/2021	Professor	Tenured		5/14/2021		Sabbatical Leave Academic Half AY
Karen Patricia Maruska	1/1/2021	Associate Professor	Tenured		5/14/2021		Sabbatical Leave Academic Half AY
John M Church	1/1/2021	Associate Professor	Tenured		5/14/2021		Sabbatical Leave Academic Half AY
Rafael Orozco	1/1/2021	Professor	Tenured		5/14/2021		Sabbatical Leave Academic Half AY
Mareshi Dassanayake	1/1/2021	Associate Professor	Tenured		5/14/2021		Sabbatical Leave Academic Half AY
Jianwei Wang	1/1/2021	Associate Professor	Tenured		5/14/2021		Sabbatical Leave Academic Half AY
Suniti Kumara Walimuni Devage	1/1/2021	Associate Professor	Tenured		5/14/2021		Sabbatical Leave Academic Half AY
John Maxwell Hamilton	1/1/2021	Professor	Tenured		5/14/2021		Sabbatical Leave Academic Half AY

Honorifics							
Name	Effective Date	Academic Rank/Title	Allowance	Named Professorship			Transaction
James Byo	1/20/2021	Professor	N/A	Gloria M. Anderson for Graduate Studies in Voice and Opera Professorship			Honorific Appointment
James Byo	1/20/2021	Professor	N/A	ExxonMobil Alumni Opera Professorship			Honorific Appointment
James Byo	1/20/2021	Professor	N/A	Marcia Moser Professorship			Honorific Appointment
Kristin Sosnowsky	1/20/2021	Professor	N/A	Paula G. Manship Professorship for Excellence in Music #1			Honorific Appointment
Scott Terrell	1/15/2021	Associate Professor	N/A	Virginia Martin Howard Endowed Professorship			Honorific Appointment

Personnel Actions								
Name	Effective Date	Academic Rank/Title	Tenure Status	Prev Salary	New Salary	% Change	Allowance Plan	Transaction
Andre Carter	2/4/2021	Assistant Coach	N/A	\$200,000			\$800/Monthly	Hire
Austin Thomas	1/25/2021	Manager - Athletic Program/Activity/Facility	N/A	\$300,000			\$800/Monthly	Hire
Charles Wendt	3/1/2021	Director of Accounting Services	N/A	\$140,000			N/A	Hire
Kappie Mumphy	1/11/2021	Executive Director	N/A	\$160,000			N/A	Hire
Peter Trentacoste	3/1/2021	Executive Director	N/A	\$149,500			N/A	Hire
Radhika Krishnadas	2/1/2021	Executive Director	N/A	\$125,000	\$140,000	12%	N/A	Title Change/Salary Increase
Rodney Hill	3/22/2021	Assistant Coach	N/A	\$80,000			N/A	Hire
Samba Dieng	1/1/2021	Executive Director	N/A	\$138,000			N/A	Hire
Sumit Jain	3/1/2021	Director	N/A	\$119,713	\$137,675	15%	N/A	Change Job Details

LSU at Shreveport							
Leave of Absence							
Name	Effective Date	Academic Rank/Title	Tenure Status		Last day of Leave - Estimated		Transaction
Meredith Nelson	1/15/2021	Professor	Tenured		5/14/2021		Sabbatical
Felice Williams	1/15/2021	Professor	Tenured		5/14/2021		Sabbatical

Promotion and Tenure							
Name	Effective Date	Academic Rank/Title	Tenure Status	Prev Salary	New Salary	% Change	Transaction
Dr. Kenneth Kungu	1/4/2021	Instructor	Non-Tenured	\$0	\$95,000	100.00%	Promotion to New Track
Marie Smith	1/4/2021	Instructor	Non-Tenured	\$0	\$80,000	100.00%	Promotion to New Track
Michael J Loughrin	1/4/2021	Instructor	Non-Tenured	\$0	\$83,000	100.00%	Promotion to New Track
Tangela Phillips	1/1/2021	Assistant Professor	Tenure Track	95,000	\$110,000	16.00%	Promotion to New Track

LSU AgCenter								
Personnel Actions								
Name	Effective Date	Academic Rank/Title	Tenure Status	Prev Salary	New Salary	% Change	Allowance Plan	Transaction
Monica Guient	2/1/2021	Assistant Vice President	N/A	N/A	\$135,000		N/A	Hire

Honorifics							
Name	Effective Date	Academic Rank/Title	Allowance	Named Professorship			Transaction
Daniel O Stephenson IV	2/1/2021	Professor	\$18,253	Jack Hamilton Regents Chair in Cotton Production	N/A	N/A	Honorific

LSU Alexandria - No Personnel Items to Report

LSU Eunice - No Personnel Items to Report

Pennington Biomedical Center - No Personnel Items to Report

LSUHSC-New Orleans

Personnel Actions

Name	Effective Date	Academic Rank/Title	Tenured Status	Prev Salary	New Salary	% Net Change	Transaction
Bordelon, Gloria	1/4/2021	Dental Assistant 2	Permanent - Non-Tenured	N/A	N/A	N/A	Special Leave with pay or benefits in excess of 30 days within any twelve-month period
Crabtree, Judy S.	1/1/2021	Associate Professor	Annual/No Tenure Rights	119,284	\$136,083	14.08%	PAY Sal Inc-Expan/Upgrade Duties
McClugage, Samuel Gardner	1/1/2021	Professor	Tenured	N/A	N/A	N/A	Emeritus
Pigula, Frank Alexander	1/5/2021	Professor	Annual/No Tenure Rights	N/A	200,000	N/A	HIR Appointment Unclassified
Tomlin III, Jack C	1/4/2021	Dental Hygienist	Annual/No Tenure Rights	N/A	N/A	N/A	Special Leave with pay or benefits in excess of 30 days within any twelve-month period
Weyand, Theodore G	1/5/2021	Professor	Tenured	N/A	N/A	N/A	Emeritus

Honorifics							
Name	Effective Date	Academic Rank/Title	Allowance	Named Professorship	Transaction		
Connolly, Christine Williams	1/1/2021	Assistant Professor	N/A	Donald Edward Texada, MD Professorship of Ophthalmology	Honorific		

LSUHSC-Shreveport

Personnel Actions

Name	Effective Date	Academic Rank/Title	Faculty Rank	Prev Salary	New Salary	% Net Change	Transaction
Aquino,Alfonso	3/1/2021	ASSISTANT PROFESSOR - CLINICAL	Non-Tenure Track		\$125,000		HIR Appointment-Academic Rank Und
Badr,Ahmed E.	1/1/2021	PROFESSOR - CLINICAL SPECIALIS	Non-Tenure Track		\$145,000		HIR Appointment-Academic Rank Und
Bernhardt,Brian E.	2/1/2021	ASSISTANT PROFESSOR - CLINICAL	Non-Tenure Track		\$125,000		HIR Appointment-Academic Rank Und
Devarakonda,Vishal	10/14/2020	ASSISTANT PROFESSOR - CLINICAL	Non-Tenure Track	\$94,000	\$104,000		10.64% PRO Promotion in Faculty Rank
Gummadi,Padma P	1/21/2021	ASSISTANT PROFESSOR - CLINICAL	Non-Tenure Track	\$94,000	\$104,000		10.64% PRO Promotion in Faculty Rank
Hassan,Ahmed M.	1/1/2021	ASSISTANT PROFESSOR - CLINICAL	Non-Tenure Track	\$94,000	\$104,000		10.64% PRO Promotion in Faculty Rank
Jande,Suraj S.	10/14/2020	ASSISTANT PROFESSOR - CLINICAL	Non-Tenure Track	\$94,000	\$104,000		10.64% PRO Promotion in Faculty Rank
Mouton,Andrew	2/1/2021	ADMINISTRATIVE DIRECTOR OF MED	N/A	\$144,000	\$165,456		14.90% PAY Change in Pay Unclassified
Nasir,Bilal	10/14/2020	ASSISTANT PROFESSOR - CLINICAL	Non-Tenure Track	\$94,000	\$104,000		10.64% PRO Promotion in Faculty Rank
Nelson,Annella B	2/1/2021	ASST VICE CHANCELLOR	Non-Tenure Track	\$149,350	\$171,603		14.90% PAY Change in Pay Unclassified
Odisho,Amira S.	3/1/2021	ASSISTANT PROFESSOR - CLINICAL	Non-Tenure Track	\$120,898	\$130,000		7.53% PAY Sal Inc - Equity Adjust Unclas
Price,V Hugh	11/1/2020	EXECUTIVE DIRECTOR-ACAD AREA	Tenured	\$168,890	\$190,791		12.97% PRO Promotion-Unclass/Admin Duties
Takei,Hidehiro	1/1/2021	PROFESSOR	Tenured		\$150,000		HIR Appointment-Academic Rank Und
Tan,Shirley	1/1/2021	ASSISTANT PROFESSOR - CLINICAL	Non-Tenure Track	\$79,497	\$94,748		19.18% PRO Promotion in Faculty Rank
Thayer,Sarah P.	2/1/2021	DIRECTOR OF MEDICAL SERVICE AR	Tenured		\$249,000		HIR Appointment-Academic Rank Und
Tinsley,Suzanne L	1/1/2021	ASST VICE CHANCELLOR	Tenured	\$126,390	\$149,370		18.18% DTA Correction in Pay - 408
Tinsley,Suzanne L	1/1/2021	ASST VICE CHANCELLOR	Tenured	\$110,000	\$126,390		14.90% PRO Promotion-Unclass/Admin Duties
Vazquez, Marie	1/1/2021	ASST VICE CHANCELLOR	Non-Tenure Track	\$100,000	\$114,900		14.90% PRO Promotion-Unclass/Admin Duties
Visvanathan,Suren	10/14/2020	ASSISTANT PROFESSOR - CLINICAL	Non-Tenure Track	\$94,000	\$104,000		10.64% PRO Promotion in Faculty Rank
Webb,Charles W.	1/8/2021	ASSOCIATE PROFESSOR - CLINICAL	Non-Tenure Track		\$125,000		HIR Appointment-Academic Rank Und



Board of Supervisors

NOTICES TO AMEND BOARD BYLAWS

BOARD OF SUPERVISORS MEETING | JUNE 18, 2021



Board of Supervisors

Notice and Consideration of Proposed Bylaw Amendment Related to the Authority of the Board and Delegations

Date: June 18, 2021

1. Bylaw Citation

Pursuant to Article VII, Section 1A

A. General Rule

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

2. Summary of Matter

The proposed resolution is a Notice that the Board intends to amend its Bylaws at the next Board meeting. The resolution provides advanced notice of the text to be inserted into the Bylaws.

The Louisiana Constitution authorizes the creation of an educational system, and then creates a number of boards to oversee the provisions of education. The public education system does not allow one person or a minority of people to control any part of the education apparatus. This resolution specifies that for the LSU Board of Supervisors, the authority of the Board can not be co-opted by any factions. The laws related to meetings and the rules of voting and quorum are established to ensure actions are public and by a majority of members having equal access to information, which also protects the Board members in the fulfillment of their fiduciary responsibilities.

3. Review of Business Plan

N/A

4. Fiscal Impact

None.

5. Description of Competitive Process

None.

6. Review of Legal Documents

None.

7. Parties of Interest

None.

8. Related Transactions

None.

9. Conflicts of Interest

None.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (the “Board”) does hereby provide notice that the Board intends to Amend the LSU Board Bylaws, Article VII Section 1 as follows:

Section 1. Matters Requiring Approval by the Board

The Board of Supervisors as a body corporate has the responsibility to organize and manage the University on behalf of the people of Louisiana. The members have a fiduciary responsibility for the management of the University, and are responsible to each other for the collective fulfillment of that obligation. Unless designated through action of the Board of Supervisors, or the Executive Committee in extenuating circumstances specified in Article V Section 5, no Board members, acting individually or as a group, shall act or make decisions for those items specified under this Article or counter to the authorities provided in other Articles, including employment or discipline of employees holding positions covered in this paragraph, or issues not specified which affect the fiduciary duty of all Board members. Except as set forth herein, no such matter shall be undertaken or approved by or for any campus or the University without prior review by the President and appropriate University Officers and express, formal approval by the Board.