



**LSU Board of Supervisors**

**Friday, February 2, 2018**

**10:00 AM**

LSU University Administration Building

Board Room

3810 W. Lakeshore Drive

Baton Rouge, Louisiana 70808

**PUBLIC COMMENT**

Public Comments may be made only (1) when they relate to a matter on the agenda and (2) when individuals desiring to make public comments have registered at least one hour prior to the meeting. For additional information see: <http://www.lsu.edu/bos/public-comments.php>

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

**Mr. Glenn Armentor, Chair**

1. LSU Strategic Plan 2025: Introducing LSU's Integrative Core Curriculum
2. Request from LSU Health Sciences Center - New Orleans to Establish a BS in Public Health
3. Request from LSU A&M Honors College to Establish the Ogden Academic Excellence Award
4. Request from LSU A&M to Award an Honorary Degree
5. CONSENT AGENDA
  - i. Request from LSU Alexandria for Approval of a Letter of Intent to Develop a BS in Accounting
  - ii. Request from LSU A&M for Approval of a Letter of Intent to Develop a PhD in Industrial Engineering
  - iii. Request from LSU Health Sciences Center - New Orleans to Establish 9 Endowed Superior Graduate Student Scholarship Funds
    - LSU Medical Alumni, New Orleans Endowed Scholarship Fund
    - Dr. David L. Autin Scholarship Fund
    - Carl Baldrige Rural Track Scholarship in Dentistry
    - Drs. William G. and Hannelore H. Giles Scholarship Fund

- Colin D. Goodier Endowed Scholarship
  - Billie Jeansonne Endowed Scholarship in Endodontics
  - Thomas J. Kiebach Scholarship in Pediatric Dentistry
  - Dr. and Mrs. Jeffrey Feingold (MCNA) Rural Scholars Track Scholarship in Dentistry
  - St. Claude Medical Foundation Scholarship Fund
- iv. Request from LSU Health Sciences Center - New Orleans to Waive the National Search Requirement for the Charles I. Berlin, Ph.D. Endowed Chair for the Genetic and Molecular Study of Hearing Loss and Deafness
  - v. Request from LSU A&M College of Science to Increase the Stipend Amount of the Charles Edward Coates Undergraduate Honor Award Scholarship
  - vi. Request from LSU Shreveport to Award a Posthumous Degree

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

1. Request from LSU Health Sciences Center - New Orleans for Approval of Acceptable University Purpose for LSU Healthcare Network to Enter into an Agreement to Purchase an Interest in Southlake Surgery Center and its Ambulatory Surgical Building
2. Request from LSU A&M to Apply for Legal and Tax Exempt Status for Academic Programs in Italy
3. Request from LSU Shreveport to Authorize the Investigation into the Purchase of Radio Station KPXI as Part of the Red River Radio Public Radio Network
4. Request from LSU Health Sciences Center – New Orleans to Approve Fees Pursuant to the Authority Granted in HB 113 of the 2017 Legislative Session

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

1. Request from LSU Agricultural Center to Approve an Assignment of Oil, Gas and Other Liquid and Gaseous Mineral Leases Pecan Research Station, Caddo Parish, Shreveport, Louisiana
2. Request from LSU Health Sciences Center - New Orleans to Accept a Donation by the LSU Health Foundation of Property located at 526 South Roman Street, New Orleans

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

1. Request from LSU A&M to Approve the Separation Agreement with Matthew Canada, Football Assistant Head Coach

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

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

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

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

**F. AUDIT COMMITTEE**  
**Mr. Ronnie Anderson, Chair**

The Audit Committee will meet at 8:30am in the LSU University Administration Building in Conference Room ~~112~~ 104-A, Baton Rouge.



**LSU Board of Supervisors**

**Friday, February 2, 2018**

**~~~1:00-12:00 PM~~**

LSU University Administration Building  
Board Room  
3810 W. Lakeshore Drive  
Baton Rouge, Louisiana 70808

1. Call to Order and Roll Call
2. Invocation and Pledge of Allegiance
3. Approval of the Minutes of the Board Meeting held on December 8, 2017
4. Personnel Actions Requiring Board Approval
5. Reports from Staff Advisors and Faculty Advisors
6. President's Report
7. Reports to the Board
  - a. LSU First Financial Report
  - b. FY18 2nd Quarter Consolidated LSU Investment Report
  - c. FY18 Semi-Annual Financial Report for period ending 12/31/17
  - d. FY18 1st Quarter Internal Audit Summary Report
  - e. Facility Summary Reports
8. Committee Reports
9. Chairman's Report
10. Adjournment



## Request from LSU Health Sciences Center – New Orleans to Establish a Bachelor of Science in Public Health

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

**Date: February 2, 2018**

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

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

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

LSU Health Sciences Center at New Orleans is requesting approval to establish a Bachelor of Science in Public Health (BSPH). A letter of intent to establish this program was approved by the Board of Supervisors in January, 2016, and subsequently approved by the Board of Regents in November, 2016.

#### Description

The BSPH will provide an undergraduate education with a foundation in the natural and public health sciences that: (1) provides a broad understanding of the foundations of public health; (2) promotes an ethos of respect for others and ethical behavior; (3) encourages scientific inquiry and social responsibility, and (4) equips students with skills for adapting to new knowledge and technologies for addressing emerging public health issues. Students will successfully complete foundational courses (60-credits) in any accredited college or university, then apply to the School of Public Health for admission into the program for their Junior-Senior years (60-credits). These foundational courses fulfill the Louisiana Board of Regents General Education Requirements (GER) of the BS degree. They also align to the Associate of Arts degrees in social/behavioral sciences and criminal justice (AALT), and the Associate of Science degrees in the biological and physical sciences (ASLT), allowing seamless transfer to the BSPH for highly qualified applicants from community colleges.

The proposed degree program will offer a competency-based curriculum to prepare students to promote health, prevent disease, and prolong the life of the population, with particular attention to needs in Louisiana. Coursework includes didactic, case-based and experiential opportunities to provide students with a solid grounding in the field of public health; behavioral and community health, biostatistics, epidemiology, environmental and occupational health, and health policy and systems management. The number of graduates produced from the proposed program is expected to quickly rise from an initial graduating class size of 30 to approximately 90 per year after four years.

#### Need

Louisiana is often ranked near the bottom of all states in public health indices. Many factors at multiple levels account for these rankings, and opportunities abound to discover and apply solutions to improve the health of Louisianans. Improving the public's health generates a healthier workforce, fewer absences from work and school, and reduced medical costs. A healthier workforce will benefit the state's economy; healthier children will mean a future of intellectual and economic growth; and a healthier older population will mean fewer hospitalizations and better quality of life, resulting in increasing economic activity. Graduates with a BSPH are essential to address these needs for both public and private employers across the state. It is notable that there currently is no *public* institution of higher education in Louisiana that currently offers a BS degree in Public Health.

The proposed BSPH is expected to have significant impact on meeting the growing public health workforce needs in Louisiana. The program will prepare students through education and training for employment in entry-level and mid-level positions in a wide array of health-related organizations, including public health departments, non-profits, research centers, and healthcare businesses. Graduates will also be well prepared for advance graduate studies in the public health and allied-health disciplines, medicine, and dentistry, acquiring the knowledge and skills to address current and emerging challenges for improving and prolonging the life of the population, with particular attention to needs in Louisiana, through the understanding, development and implementation of programs for health promotion and disease prevention.

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

The development and implementation of the proposed curricular coursework and experiential opportunities are well within the capabilities and expertise of our diverse and experienced faculty. However, to provide additional flexibility, the SPH will hire one new faculty member in each of the first two years to help with the increased course load as reflected in the estimated budget. Two PhD students in public health will also be available as teaching assistants to the faculty. Together with the current full-time and adjunct faculty, the complement of faculty and graduate teaching assistants will be sufficient to cover the additional courses and advising needs of the proposed program.

Over the first four years of the BSPH program, new expenses will sum to approximately \$1,940,111, with enrollment increasing from 30 to 90 students per class by the fourth year: 30 new students in the second year, 30 continuing and 60 new in the third year, and 60 continuing and 90 new in the fourth year. Revenues will sum to approximately \$2,822,100, permitting the program to be self-sustaining. The School of Public Health commits to provide adequate funding to initiate and sustain the program without any additional appropriations.

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

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

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

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

## **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the LSU Board of Supervisors does hereby approve the request from LSU Health Sciences Center – New Orleans to establish a Bachelor of Science in Public Health, subject to approval by the Louisiana Board of Regents.



## **Request from LSU A&M to Establish the Ogden Academic Excellence Award in the Honors College**

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

**Date: February 2, 2018**

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

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

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

LSU A&M is requesting approval to establish the Ogden Academic Excellence Award in the Roger Hadfield Ogden Honors College. The scholarship will serve as “close the gap” funding to aid in the recruitment of top prospective students who are often lost to more competitive offers from peer institutions. Currently, prospective students with a 30-32 ACT and 3.0 GPA all receive a standard scholarship offer from the university, while those in the 33-36 with 3.0 GPA receive an additional \$1500. The college will use the proposed scholarship to increase the funding offer by \$1500 per year for four years to 25 students with a 32 ACT and 3.0 GPA in each incoming class.

Over the past seven years, out-of-state flagship universities in the Southeast region have been increasing the competitiveness of their scholarship programs. These institutions are successfully attracting some of the best and brightest students from Louisiana and other states throughout the region. Surveys conducted by the Ogden Honors College reveal that top prospective students cite the competitive funding offers from other institutions as primary reasons for their decisions not to attend LSU. In an effort to attract more talented students to LSU and Louisiana – along with their leadership and their career aspirations – the Honors College has dedicated funds to the recruitment and retention of more of these students. There are approximately 80-90 first-year students with this score currently entering the Ogden Honors College each year. To increase this number would be an attractive enhancement for the college and for LSU.

Both Louisiana resident and non-resident students who are eligible for the award will be ranked by a scholarship committee operated by the Dean’s Office. Students will be ranked by a) need as determined by the FAFSA estimated family contribution, and b) merit as shown in the high school GPA. International students will not be eligible for this program due to the limitations of verifying financial need.

## 2. Review of Business Plan

A stable funding source is needed to ensure that the program in its four year cycles is consistent and predictable. Therefore, this scholarship will be funded through the Ogden Honors College operating budget. The awards will be for \$1500 per year for four years, which will encourage retention in the college and student completion of the required undergraduate research and thesis project.

The program will be implemented for recruitment of incoming freshman for fall 2018. Up to twenty-five students per year will be awarded the scholarship, and the \$1500 per year will be awarded during each fall semester. If all 25 awards are given each year, the first year cost of the program will be \$37,500 and will increase by that amount each year for the first four years to an annual ongoing total of \$150,000.

<b>Program Cost per Year through Year 4</b>					
	<b>Freshman</b>	<b>Sophomore</b>	<b>Junior</b>	<b>Senior</b>	<b>TOTAL</b>
Year 1 2018-19	\$37,500				<b>\$37,500</b>
Year 2 2019-20	\$37,500	\$37,500			<b>\$75,000</b>
Year 3 2020-21	\$37,500	\$37,500	\$37,500		<b>\$112,500</b>
Year 4 2021-22 and ongoing	\$37,500	\$37,500	\$37,500	\$37,500	<b>\$150,000</b>

## 3. Review of Documents Related to Referenced Matter

A memo of request from the Honors College is on file with the Office of Academic Affairs

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

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

## RESOLUTION

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request from LSU A&M to establish the Ogden Academic Excellence Award in the Roger Hadfield Ogden Honors College.





## Request from LSU A&M for Approval to Award an Honorary Degree

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

**Date: February 2, 2018**

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

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

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

LSU A&M is requesting approval to award an honorary doctorate to Dr. Rainer Weiss. Dr. Weiss is an emeritus professor of physics at MIT, and an adjunct professor at LSU since 2001. The 2017 Nobel Prize in Physics was conferred in recognition of the contributions Dr. Weiss made toward the discovery of gravitational waves and the founding of the Laser Interferometer Gravitational Wave Observatory (LIGO). The confirmation of Albert Einstein's prediction of gravitational waves was made in late 2015, with detections at the twin LIGO observatories in Livingston, LA and Hanford, WA. This discovery has been characterized by many as the biggest in all science for the year and possibly the decade. Dr. Weiss was the first official spokesperson of the LIGO Scientific Collaboration, and without his leadership, the collaboration of over 1000 scientists may never have reached the maturity that has led to its great success.

Dr. Weiss, a world renowned scholar and leader in physics, is the model of an individual to be awarded an honorary doctorate from LSU. Dr. Weiss was the PhD advisor of LSU Professor and current head of the LIGO Livingston observatory, Dr. Joseph Gair, as well as the postdoc mentor of Dr. Gabriela Gonzalez, the longest serving elected spokesperson of the LIGO scientific collaboration. He has served as a mentor to students and postdocs in the gravitational wave group since coming to LSU nearly 20 years ago. Among his many other honors, he has received the Gruber Prize in Cosmology, the Princess of Asturias Award for Technical and Scientific Research, the Kavli Prize in Astrophysics, the Harvey Prize, and the Smithsonian magazine's American Ingenuity Award in the Physical Sciences. Dr. Weiss is also a Fellow of the American Academy of the Arts and a member of the National Academy of Sciences.

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

Letters of nomination and an abbreviated CV are on file with the Office of Academic Affairs.

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

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

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request from LSU A&M to award an honorary doctorate to Dr. Rainer Weiss.



**Request from LSU Alexandria for Approval of a  
Letter of Intent to Develop a Bachelor of Science in Accounting**

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

**Date: February 2, 2018**

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

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

**1. Summary of Matter**

Description

LSU Alexandria is seeking approval of a letter of intent to develop a Bachelor of Science in Accounting (BACC). The 120-hour curriculum has been designed to ensure that graduates will have completed the accounting, business, and business law courses required of candidates for the Louisiana CPA exam. In addition to the general education core and free electives, students are required to complete a 30-hour business core that ensures a broad base of knowledge in key business subjects (i.e. accounting, business economics, and management information systems), plus 39 hours of upper-level accounting and business law courses. Courses in the program will be offered face-to-face, 100% online, and hybrid formats. Students will be prepared for entry into public accounting, industry, or governmental/non-profit employment in Central Louisiana and beyond.

Need

The university currently offers a Bachelor of Science in Business Administration with 55 students enrolled in the existing concentration in accounting. The existing concentration is the most popular in the degree program, and current and prospective students along with several regional employers have urged the institution to establish a separate BS program in accounting to allow more rigor in the program, better preparation for the workforce, and CPA exam eligibility. While there are currently several bachelor degree programs in accounting in the state, there are none in central Louisiana where many of the institution's prospective students live. Establishing the BACC at LSU Alexandria will help ensure mission-critical accessibility for regional students, will encourage them to stay in the region after graduation, and will provide a much needed supply of qualified accountants for area businesses and organizations. Accounting and audit are five-star occupation fields with among the best employment outlooks and best salaries for the region. However, the 2016 Occupational Employment Statistics survey indicates that, for its population size, the region has a significant shortage of qualified accountants and auditors. Region 6 where LSU Alexandria is located has one of the lowest 4-year degree attainment rates

in the state, currently at 9%. The institution is poised to provide a much needed degree program in this high-demand field for the economic benefit of the region and its citizens.

### Students

The BACC program would not only attract current LSU-A business administration students, but other prospective students in the region who might otherwise leave the area to earn the degree elsewhere. These students are less likely to return to the region to fill the employment demand. In 2016-2017, 15 students graduated from the BS Business Administration accounting concentration and the institution anticipates higher numbers with a full degree program. Based on current enrollment and prospective student interest, the following table represents the projected number of majors in and graduates from the proposed BACC:

	Majors	Graduates
Year 1	55	15
Year 2	61	17
Year 3	67	18
Year 4	73	20
Year 5	81	22

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

LSU-A does not anticipate needing to hire additional faculty during the initial implementation in the first 2 years; courses in the major will be taught by existing faculty. The university anticipates that as the program develops and its enrollment increases, the university will hire an additional tenure-track accounting professor at a cost of approximately \$100K during year 3. Tuition and fees from enrollment in the program will cover the additional costs.

LSU Alexandria was formally approved as a 4-year degree granting institution in 2003 and was approved to offer the BS in Business Administration in 2007. The institution was later granted an exception to the Board of Regents requirement that all 4-year business programs be accredited by the Association to Advance Collegiate Schools of Business, International (AACSB) due to the high potential cost to the institution of obtaining AACSB accreditation during the initial years as a 4-year institution. The institution began the formal process of obtaining accreditation from an alternate accreditor, the nationally recognized Accreditation Council for Business Schools & Programs (ACBSP) in 2016, and anticipates approval by the end of 2019. With the requested addition of the BACC and anticipated growth in enrollment, LSU Alexandria is committed to meeting the Board of Regents state-wide requirement, and will begin the process of seeking AACSB accreditation beginning with membership enrollment during the summer of 2019. The institution anticipates initial AACSB accreditation by 2023.

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

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

- i. Board of Regents Letter of Intent to Develop a New Academic Program and budget forms
- ii. Accreditation timeline and budget
- iii. Letters of support from regional community colleges and businesses

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

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

### **RESOLUTION**

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



## Request from LSU A&M for Approval of Letter of Intent for a Doctor of Philosophy in Industrial Engineering

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

**Date: February 2, 2018**

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

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

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

#### Description and Need

LSU A&M is requesting approval of a Letter of Intent for the Doctor of Philosophy in Industrial Engineering (IE). The proposed program will prepare students for extensive research and careers in academia, industry, and government while providing a broad knowledge of industrial engineering. The PhD program in IE deals with the development of new methods and technologies that allow for the optimization of complex business, production and manufacturing processes or systems. Industrial engineers are critical to manufacturing, commodity production, information technology, and healthcare industries, which are all vital to the state of Louisiana. The proposed PhD will allow LSU to be visible and competitive with other leading IE programs around the country, while attracting highly qualified students and faculty.

The Department of Mechanical & Industrial Engineering at LSU A&M currently oversees the interdepartmental PhD in Engineering Science that allows students to follow a program of coursework in a major area and two minor areas including a concentration of topics appropriate for an industrial engineering specialization. This is the only option for industrial engineers to complete a terminal degree in Louisiana. There are 100 accredited IE programs in the U.S., of which only 67 offer the PhD. Every state bordering Louisiana has an institution or multiple institutions (Texas) that offer a PhD in IE. Students who wish to pursue a PhD are not able to in Louisiana, and employers have to recruit from neighboring states. A PhD in IE will increase the institution's ability to compete for research projects, especially from federal agencies, by securing participation of high-quality students with IE knowledge or interest. It will also improve the department's ability to attract high-quality faculty needed for a large research university. Such faculty seek positions in departments that offer an industrial engineering program and where they can more completely support their research and graduate curriculum interests. The terminal degree in IE will also improve marketability of the program's graduates. Companies that employ industrial engineers seek individuals with degrees in that specific area. Finally, the program will increase retention of outstanding BS and MS IE graduates within the state rather than losing them to neighboring competitors. The PhD program in IE will also help retain talented industrial engineers in the state, where they could improve state industries through

research and development activities.

The U.S. Bureau of Labor Statistics ranks industrial engineering the fourth largest engineering discipline in the workplace with a 10% job growth from 2010 to 2014. The national median salary of industrial engineers is over \$84,000 with a 90th percentile of over \$129,000. Louisiana is one of the states with the highest annual mean wage for Industrial Engineers (\$107K with a median of \$99.9K), with an IE workforce of over 1,700. They are employed in logistics, human factors, manufacturing, safety, quality, financial engineering, and a host of other areas.

Since 2012, the IE bachelor's degree program has tripled in size (from 60 to over 200) and continues to grow. This growth cannot be supported and sustained without an increase in IE faculty numbers. Successfully recruiting high quality faculty is strongly dependent on having a robust and recognized PhD program.

### Students

During the past five years, the IE program, with 7 tenured faculty, has graduated on average 4 students with a PhD in Engineering Science (Interdepartmental Program) per year. Regarding employment placement after graduation, 42% hold faculty positions and 47% went to industry. Currently, there are 12 PhD students in the Engineering Science program advised by IE faculty, and this number is expected to rise in the near future due to new hires and research concentrations being coordinated by the College of Engineering. During the same time period, 134 M.S. degrees, 111 in Industrial Engineering and 23 in Engineering Science (advised by IE faculty) have been conferred. Currently, there are 18 M.S. students (10 MSIE and 8 MSES). The ratio of PhD students to M.S. students is about 2:3. Since a PhD degree in industrial engineering is a much more attractive and marketable degree to students than the Engineering Science degree, this ratio is expected to rise. As a result, the number of PhD students is expected to reach an estimated average level of 3 PhD students per faculty member as in some of our other College of Engineering departments.

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

The proposed PhD Program in IE will administered by the Graduate School and the Department of Mechanical & Industrial Engineering. The program will initially be implemented with existing resources within the department and college. If the program grows as expected, new faculty will be hired with the associated investment to support their careers. In fact, as a result of recent growth of the IE undergraduate program, one tenure-track faculty member was hired in 2015. Students will be supported via faculty grants and contracts, departmental Graduate Assistants funds, and fellowships. The MIE Department will also pursue funds from private sources, and the increase in IE faculty numbers will also enable on-line offerings (e.g. towards professional certificates, MSIE targeting industry etc.), which will generate additional revenue for the IE Program. Research in IE areas is not typically demanding in expensive hardware, and synergy with the ME Graduate Program will provide the IE faculty and graduate students access to hardware, especially in the advanced manufacturing, robotics and biotechnology areas. This synergy is already happening at both the undergraduate and graduate levels. The College of Engineering is committed to the success of this program and will provide the needed financial support accordingly.

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

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

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

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

## **RESOLUTION**

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





**Request from LSU Health Sciences Center-New Orleans to Establish 9  
Endowed Superior Graduate Student Scholarship Funds**

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

**Date: February 2, 2018**

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

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

**1. Summary of Matter**

LSU Health Sciences Center – New Orleans is seeking approval to establish 9 Endowed Superior Graduate Student Scholarship Funds. The following funds will provide critically needed funds annually to benefit student recipients in the form of scholarships, fellowships, and/or experiential opportunities, including internships, externships, conference travel and field work at the LSUHSC-NO Schools of Medicine and Dentistry. The scholarship funds meet the requirements of the Board of Regents Support Fund (BoRSF) competitive Endowed Superior Graduate Student Scholarships Subprogram, and will be eligible for match requests. Board of Regents policy allows \$40K incremental BoRSF matches to \$60K donor funds for a minimum corpus of \$100K. The amount of funds available in each annual competitive cycle is specified in the BoRSF Plan and Budget for the corresponding fiscal year.

LSU HSC-NO is requesting approval to establish the following scholarship funds based on the corresponding current donation amounts:

- a) LSU Medical Alumni, New Orleans Endowed Scholarship Fund: \$378,000
- b) Dr. David L. Autin Scholarship Fund: \$60,000
- c) Carl Baldrige Rural Track Scholarship in Dentistry: \$1,320,000
- d) Drs. William G. and Hannelore H. Giles Scholarship Fund: \$300,000
- e) Colin D. Goodier Endowed Scholarship: \$370,000
- f) Billie Jeansonne Endowed Scholarship in Endodontics: \$60,000
- g) Thomas K. Kiebach Scholarship in Pediatric Dentistry: \$60,000
- h) Dr. and Mrs. Jeffrey Feingold (MCNA) Rural Scholars Track Scholarship in Dentistry: \$240,000
- i) St. Claude Medical Foundation Scholarship Fund: \$135,000

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

A memo of request from the LSU Health Foundation New Orleans and approval from the LSU Health Sciences Center – New Orleans Vice Chancellor, Academic Affairs is on file with the LSU Office of Academic Affairs.

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

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

## **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the LSU Board of Supervisors does hereby approve the request from LSU Health Sciences Center – New Orleans to establish the following 9 Endowed Superior Graduate Student Scholarship funds, subject to approval by the Louisiana Board of Regents:

- a) LSU Medical Alumni, New Orleans Endowed Scholarship Fund
- b) Dr. David L. Autin Scholarship Fund
- c) Carl Baldridge Rural Track Scholarship in Dentistry
- d) Drs. William G. and Hannelore H. Giles Scholarship Fund
- e) Colin D. Goodier Endowed Scholarship
- f) Billie Jeansonne Endowed Scholarship in Endodontics
- g) Thomas K. Kiebach Scholarship in Pediatric Dentistry
- h) Dr. and Mrs. Jeffrey Feingold (MCNA) Rural Scholars Track Scholarship in Dentistry
- i) St. Claude Medical Foundation Scholarship Fund

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Supervisors and/or the President of LSU A&M, 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 above named scholarship funds.



**Request from LSU Health Science Center-New Orleans for Approval to Waive the National Search Requirement for the Charles I. Berlin, Ph.D. Endowed Chair for the Genetic and Molecular Study of Hearing Loss and Deafness**

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

**Date: February 2, 2018**

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

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

**1. Summary of Matter**

LSU Health Sciences Center - New Orleans is seeking approval to waive the Board of Regents Support Fund (BoRSF) national search requirement for the Charles I. Berlin, Ph.D. Endowed Chair for the Genetic and Molecular Study of Hearing Loss and Deafness. BoRSF policy allows for waiver requests when the internal candidate named to the chair meets the eminent scholar standards established in the policy as would be identified in a national search.

The university requests to name Jennifer Lentz, Ph.D. to the Berlin Chair. Dr. Lentz is currently a Research Assistant Professor Otorhinolaryngology & Biocommunications, with adjunct positions in the departments of Genetics, Neuroscience, and Ophthalmology. Her work has received attention locally and nationally in the academic world and in the media. Dr. Lentz is working to develop a therapeutic approach to prevent or cure the deafness and blindness associated with Usher syndrome, the most common genetic cause of combined deafness and blindness. Dr. Lentz's research focus is of critical importance to Louisiana. By many estimates, Acadiana has the largest population of citizens with Usher syndrome in America and second largest in the world. Dr. Lentz has developed a gene therapy using anti-sense oligonucleotides (ASOs) that prevents deaf-blindness in mice inserted with the Acadian Usher gene. The FDA has approved the use of ASOs to treat other human diseases, thus allowing Dr. Lentz to apply for human trials of the USH1C ASO. Dr. Lentz's outstanding work meet the requirements of the Board of Regents standards for endowed chair holders.

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

A letter of request from the Vice Chancellor, Academic Affairs is on file with the LSU Office of Academic Affairs.

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

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

#### **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the LSU Board of Supervisors does hereby approve the request from LSU Health Sciences Center – New Orleans to waive the national search requirement for the Charles I. Berlin, Ph.D. Endowed Chair for the Genetic and Molecular Study of Hearing Loss and Deafness, subject to approval by the Louisiana Board of Regents.



**Request from LSU A&M for Approval to  
Increase the Stipend Amount of the  
Charles Edward Coates Undergraduate Honor Award Scholarship**

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

**Date: February 2, 2018**

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

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

**1. Summary of Matter**

LSU A&M is seeking approval to increase the stipend amount of the Charles Edward Coates Undergraduate Honor Award Scholarship, which is available to award to one student in the College of Science per year. This scholarship was established in 1940 as a graduate fellowship, and converted in 1962 to an undergraduate scholarship. At that time, the undergraduate scholarship was set to provide the recipient with a tuition exemption in addition to a \$750 cash stipend. In December 2000, the Board of Supervisors approved increasing the stipend amount to \$1500, an amount that has not been increased since. The scholarship became dormant in 2003 for unknown reasons. The College of Science is now requesting that the stipend amount be increased to \$3200, which will approximately cover the cost of current student fees over the cost of tuition.

**2. Review of Business Plan**

Tuition at the current rate during the award year plus a one-time per year cash award of \$3200 will be awarded each year to one outstanding College of Science student chosen by the Office of the Dean. Funding for the scholarship comes from the College's operating budget. The next scholarship will be awarded to a student for the 2018-2019 academic year.

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

A letter of request from the Dean of the College of Science is on file in the LSU Office of Academic Affairs.

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

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

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the LSU Board of Supervisors does hereby approve the request from LSU A&M to increase the stipend amount of the Charles Edward Coates Undergraduate Honor Award Scholarship.



## Request from LSU Shreveport to Award a Posthumous Degree

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

**Date: February 2, 2018**

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

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

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

LSU Shreveport is requesting approval to award a posthumous Bachelor of Science in Psychology to Amber Kissack. Ms. Kissack passed away on July 1, 2017. She was in good academic standing at the time of her death, and was on track to graduate December 2017. The faculty of the Department of Psychology, with support from the Dean of the College of Business, Education, and Human Development, requested the posthumous degree for Ms. Kissack, and received support from the Chancellor. Her degree will be awarded at LSU Shreveport's May 2018 commencement ceremonies with her family present to accept her diploma.

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

A letter of request from the Dean and a memo of support from the Chancellor are on file with the LSU Office of Academic Affairs.

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

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

## **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the LSU Board of Supervisors does hereby approve the request from LSU Shreveport to award a posthumous Bachelor of Science in Psychology to Amber Kissack.



**Request from LSU Health Sciences Center – New Orleans for Approval of Acceptable University Purpose for LSU Healthcare Network to Enter into an Agreement to Purchase an Interest in Insight Group, LLC, d/b/a Southlake Surgery Center and its Ambulatory Surgical Building**

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

**Date: February 2, 2018**

Pursuant to Article VII, Section 9 A (3) and (8) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter. This matter was previously presented to and approved by the LSU Healthcare Network Finance Committee on December 5, 2017, and prior to that, to the LSU Healthcare Network Board of Directors on November 9, 2017.

**1. Summary of Matter**

The LSU Healthcare Network (LSUHCN) is an affiliated entity of the LSU Health Sciences Center-New Orleans (LSUHSC-NO) functioning as a Faculty Group Practice that provides general support for its mission, including funding for faculty salaries and clinical sites for resident training. The LSUHCN desires to invest in Insight Group, LLC, a for-profit entity that operates Southlake Surgery Center, an ambulatory surgical center (ASC) located at 694 Belle Terre Boulevard, Laplace, in St. John the Baptist Parish, Louisiana and owns a real estate limited liability company (Real Estate Holding Company).

**2. Review of Business Plan**

Since the closure of LSU's ambulatory surgery center, in 2005 at the time of Hurricane Katrina, the LSUHCN has not had access to its own ASC. The recent change in ownership of the River Parishes Hospital in Laplace has disrupted many of the healthcare referral patterns in that area. Southlake represents a unique opportunity for LSUHCN to partner with community physicians who continue to practice independently from any major healthcare system and to provide access for our substantial patient population who need access to services that can best be performed in an ASC.

For a nominal investment of \$448,800, LSUHCN will gain significant ownership in an established and licensed ASC. If LSUHCN were to develop its own ASC it would require capital outlay of more than five million dollars for building, land, equipment and staff start-up costs as well as several years of planning to secure licensure and to meet regulatory guidelines. Additionally, markets in which the LSUHCN currently have a presence are highly competitive, due to existing ASCs.

Prior to the change in ownership of the local hospital, Southlake was a profitable and robust enterprise. Southlake approached LSUHCN seeking a strong long-term partner to restore the volumes necessary to return the ASC to profitability. LSUHCN estimates that it would need to bring eight to ten cases in additional volume per month to achieve profitability.

Providers in the LSUHCN have experienced difficulty in scheduling cases at area hospitals where they currently practice, either because the hospitals are at capacity or because other cases, such as trauma, take priority over elective cases. As a result, there is a significant backlog of patient cases among a number of our specialties. The Departments of Orthopaedic Surgery, General Surgery and Urology have expressed immediate interest in performing cases at Southlake which will relieve some of this backlog and will provide expanded access to services for patients going forward. Additionally, there are opportunities to incorporate cases in pain management, ophthalmology, gastroenterology and colorectal procedures into the new ASC.

No LSUHSC-NO or state appropriated funds are being contributed or pledged as part of this acquisition and the LSUHSC-NO is not a partner to the Agreement.

### **3. Fiscal Impact**

- LSUHCN will acquire 33% ownership in the ASC and its real property, for a total initial investment of \$448,800.
- Independent valuations of the business and its assets, including the building and its land, were obtained to validate the fair market value purchase price.
- The real property will carry a mortgage, which will be serviced by revenue from the ASC. LSUHCN will be proportionately liable for any outstanding debt commensurate with its ownership interest. Loan to appraised value on the real property is at 85%
- LSUHCN will have an option to purchase an additional 17% ownership, at the same purchase rate, within a 24-month period from the initial purchase date.
- LSUHCN Board representation and potential liability for any future debts will be commensurate with ownership interest.
- Southlake has agreed to hold LSUHCN harmless for all prior acts.

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

Not Applicable.

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

Appropriate legal documents will be developed and reviewed by the LSUHCN Office of the General Counsel. LSUHCN has exercised a non-disclosure clause as part of the initial Letter of Intent.

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

Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, LSU Health Sciences Center – New Orleans, LSU Healthcare Network, Insight Group d/b/a Southlake Surgery Center

### **7. Related Transactions**

None

### **8. Conflicts of interests**

None

## **ATTACHMENTS**

- I. LSU Healthcare Network Board Resolution



## **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED**, that pursuant to Section 6.12 of the Restated and Amended Bylaws of Louisiana State University School of Medicine in New Orleans Faculty Group Practice, A Louisiana Non-Profit Corporation, d/b/a The LSU Healthcare Network, effective December 10, 1999, which provides that an action required or permitted to be taken at any meeting of the LSU Healthcare Network Board, be taken without a meeting if a consent in writing, setting forth the action, is signed by all the Board Members. The Board of Directors of the LSU Healthcare Network approved on November 9, 2017, the purchase of a thirty-three percent interest in Insight Group, LLC d/b/a Southlake Surgery Center and the real property in which the ASC is located; and

**BE IT FURTHER RESOLVED**, that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, pursuant to the Amended and Restated Agreement Related to Existing Agreement and Pursuant to Uniform Affiliation Agreement by and between the Board of Supervisors and the LSUHCN, finds an acceptable University Purpose for the LSUHCN to purchase a thirty-three percent interest in Insight Group, LLC d/b/a Southlake Surgery Center and the real property in which the ASC is located; and

**BE IT FURTHER RESOLVED**, that the Board of Supervisors, pursuant to the Amended and Restated Agreement Related to Existing Agreement and Pursuant to Uniform Affiliation Agreement by and between the Board of Supervisors and the LSUHCN, finds an acceptable University Purpose for LSUHCN to purchase an additional seventeen percent interest in Insight Group, LLC d/b/a Southlake Surgery Center and the real property in which the ASC is located contingent upon LSUHCN deeming doing so is fiscally prudent and subsequent approval by the LSUHCN Board of Directors.



**RESOLUTION**

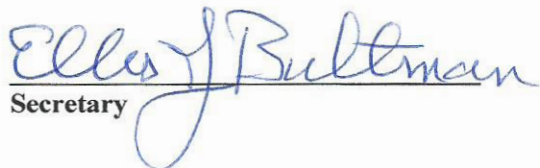
**NOW, THEREFORE, BE IT RESOLVED**, on behalf of Louisiana State University School of Medicine in New Orleans Faculty Group Practice, A Louisiana Non-Profit Corporation (dba LSU Healthcare Network), at its November 9, 2017 meeting, the LSUHCN Board of Directors approved the LSUHCN's purchase of a thirty-three percent interest in Insight Group LLC (dba Southlake Surgery Center) and the real property in which the ASC is located.; and

**BE IT FURTHER RESOLVED**, that if deemed fiscally prudent, the LSUHCN Board of Directors approved the LSUHCN to purchase an additional percent interest in Southlake Surgery Center, up to fifty percent; and

**BE IT FURTHER RESOLVED**, that the LSUHCN Chief Executive Officer, or designee(s) be authorized and empowered for and on behalf of the LSU Healthcare Network, in consultation with legal counsel, to include in the Purchase any and all provisions and stipulations that he deems in the best interest of the Board and LSU Healthcare Network.

**CERTIFICATE OF SECRETARY**

**This Resolution is true and correct on the date indicated above.**


1/19/2018  
 Secretary Date



**Request from LSU A&M to Authorize the Application for Legal and Tax Exempt Status for Academic Programs in Italy**

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

**Date: February 2, 2018**

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

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

**1. Summary of Matter**

The LSU School of Architecture has operated a study abroad program through the University of Arkansas Rome Center for the past six years. From 2011 to 2014 the program operated as a summer semester. In 2015 the program moved to the fall semester. Students from the Schools of Architecture, Landscape Architecture and Interior Design have attended the program with great success. Because of the longevity of the LSU participation with the Rome Center the University must apply for tax-exempt status in the country of Italy.

Foreign universities are regulated in Italy. Programs of foreign universities are required to be registered as such and to apply for specific authorization to the Italian Ministry of University. The result of the application will be full legal status, will assure LSU's legal status in Italy in perpetuity, and will allow the University to operate programs anywhere in the country of Italy. Because of the longevity of the LSU participation with the Rome Center the University must apply for legal and tax-exempt status in the country of Italy. Dr. Hector Zapata, Associate Vice President for International Programs will be appointed as the permanent legal representative in Italy.

**2. Review of Business Plan**

Students attending study abroad programs in Italy pay LSU tuition and fees in addition to a study abroad fee. The cost of transportation to and from Italy, as well as meals are paid by the student.

**3. Fiscal Impact**

No fiscal impact.

**4. Description of Competitive Process**

A competitive process is not applicable to this situation.

**5. Review of Legal Documents**

None available.

**6. Parties of Interest**

Louisiana State University

**7. Related Transactions**

None

**8. Conflicts of Interest**

None.

**ATTACHMENTS**

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby does hereby authorize Louisiana State University to provide academic programs in Italy and to appoint, Dr. Hector Zapata, Associate Vice Provost for International Programs, as the permanent legal representative with the authority to direct the programs and provide academic and administrative support.



**Request from LSU Shreveport to Authorize the Investigation into the Purchase of Radio Station KPXI as Part of the Red River Radio Public Radio Network**

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

**Date: February 2, 2018**

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

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

**1. Summary of Matter**

The Red River Radio Network is a public radio network established in 1984 and is licensed to the Board of Supervisors of Louisiana State University with studios and offices housed on the LSU Shreveport campus. Red River Radio (RRR) is non-commercial and funded by individual members, corporations and businesses, the Corporation of Public Broadcasting and numerous foundations. Red River Radio contributes to the development of our listeners by conveying the rich and diverse cultural heritage of our society by presenting it and making it known while also preserving it for generations to come. RRR broadcasts to a geographic region with a population of over two million people in Louisiana, East Texas, Western Mississippi, and Southern Arkansas. Current Stations include KDAQ – Shreveport, KLSA- Alexandria, KLDN – Lufkin, TX, KBSA – El Dorado, TX, Translator K214CE- Grambling.

The intent is to purchase KPXI in Overton, TX. The station is currently a commercial station serving the Tyler, TX region. This region does not have a full power public radio station and is on the fringe of KDAQ and KLDN. The acquired station would operate as a repeater of KDAQ and the RRR network. It would allow access to the Tyler and Kilgore markets.

LSU Shreveport proposes to further investigate the purchase of KPXI and whether or not the purchase would be in the best interests of the University. The investigation would likely entail an appraisal and review of the assets of the radio station as well as a feasibility study.

**2. Review of Business Plan**

Red River Radio, funded solely through contributions, donations, grants and foundations, currently has the operating funds to cover the costs of investigating the purchase. If the investigation finds that the purchase is a viable, sound business decision, the intent would be for RRR to finance the purchase over a 10 year period.

**3. Fiscal Impact**

The investigation into the purchase of the radio station will be funded by RRR and will have no fiscal impact on LSU Shreveport's operating budget.

**4. Competitive Process**

Not applicable.

**5. Review of Legal Documents**

Not applicable.

**6. Parties of Interest**

LSU Shreveport, Red River Network, KPXI

**7. Related Transactions**

N/A

**8. Conflicts of Interest**

N/A

**RESOLUTION**

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize LSUS to further investigate the purchase of KPXI through review and appraisal of assets and by conducting a feasibility study.



**Request from LSU Health Sciences Center New Orleans to Approve Fees Pursuant to the Authority Granted in HB 113 of the 2017 Legislative Session**

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

**Date: February 2, 2018**

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

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

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

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

House Bill 113 (Act 293) of the 2017 Regular Legislative Session, extends the authority to the LSU Board of Supervisors and other postsecondary management boards to June 30, 2020 to establish, adjust, increase certain fees, to provide limitations, and to extend the requirement that such boards report annually to the legislature relative to such fees.

Louisiana State University Health Sciences Center – New Orleans (LSUHSCNO) is requesting changes to mandatory fees per the authority granted under House Bill 113 beginning with the Fall 2018 semester or AY 2018-2019 for its Dental, Dental Hygiene, Graduate and Undergraduate Nursing (excluding Doctor of Nurse Practitioner) and Audiology programs.

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

LSUHSCNO requests to assess “Student Excellence Fees” to all students in certain programs. Revenues generated from this proposed fee increase are intended for supporting the recent faculty and staff merit increase program, recruiting and retention of key faculty, and support for instruction and support services of the university. The proposed fee increases are \$4,487 per academic year for the Doctor of Dental Surgery (D.D.S.) program in the 2018-19 academic year; \$512.50 per semester for the Dental Hygiene program beginning in Fall 2018; \$812 per semester for the Graduate Nursing program (excluding Doctor of Nurse Practitioner) beginning in Fall 2018 and \$406 per semester beginning in Fall 2019; \$692.50 per semester for the Undergraduate Nursing program beginning Fall 2018, and \$346 per semester beginning Fall 2019; and \$1,940 per academic year for the Audiology program in the 2018-19 academic year and \$1,940 per academic year in the 2019-20 academic year.

Additionally, the Dental school requests to decrease the “Nonresident Fee” by \$4,487 per academic year that will impact all D.D.S. nonresident students. Revenue loss by this proposed fee reduction will be netted against the revenue generated from the proposed Student Excellence Fee increase.

### **3. Fiscal Impact**

Attachment I shows the two years of fee increases by program for resident and non-resident students. The increases will generate revenue in the first year of \$2,212,131 (gross) and \$2,101,524 (net)

and of \$588,788 (gross) and \$559,348 (net) in the second year for a total of \$2,800,919 (gross) and \$2,660,872 (net) over the two year period. Attachment I also shows that even after the two years of fee increases, these programs will still be lagging the amounts charged by their peers by between 7.40%-27.14% for residents and between 5.57%-51.13% for non-residents.

#### **4. Additional Background Information**

The peer group tuition and fees for the D.D.S. program has been forecasted using the five year average annual change in the Higher Education Price Index at public institutions in the southern region that operate Dental schools. The peer group tuition and fees for the Dental Hygiene program has been forecasted using the five year average annual change in the Higher Education Price Index at public institutions in the southern region, limited to programs that offer graduate dentistry studies, but tuition data is not specific to dental hygiene. Community and technical colleges were also excluded from the peer group. The peer group tuition and fees for the Graduate Nursing Programs (exclusive of Doctor of Nurse Practitioner) has been forecasted using the five year average annual change in the Higher Education Price Index for graduate programs at public institutions in the southern region that are current members of the Council on Collegiate Education for Nursing and offer both master's and doctoral programs, but tuition is not specific to nursing. Community and technical colleges were also excluded from the peer group. The peer group tuition and fees for the Nursing Undergraduate Program has been forecasted using the five year average annual change in the Higher Education Price Index for undergraduate programs at public institutions in the southern region that are current members of the Council on Collegiate Education for Nursing and offer bachelor programs in nursing, but tuition is not specific to nursing. Community and technical colleges have been excluded. The peer group tuition and fees for the Audiology program has been forecasted using the five year average annual change in the Higher Education Price Index for annual tuition based on the 2014-15 tuition and fees data from institutions that reported an Allied Health program to the ASAHP for the 2014-15 survey year and have a CAA-accredited Au.D. program as reported by the American Speech-Language-Hearing Association (ASHA) for graduate programs at public institutions in the southern region, but is not limited to programs in allied health or health science.

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

Act 293 of the 2017 Regular Legislative Session has been reviewed and all proposed fee increases have been deemed to be in compliance with this legislation.

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

N/A

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

N/A

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

N/A

### **ATTACHMENTS**

Attachment I – Proposed Annual Tuition and Fees for Full-Time Students



## RESOLUTION

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (Board) that the Board approves the proposed Student Excellence Fee increases at LSU Health Sciences Center – New Orleans for the programs of D.D.S, Dental Hygiene, Nursing Graduate (with the exception of Doctor of Nurse Practitioner), Nursing Undergraduate, and Audiology; and,

**BE IT FURTHER RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (Board) that the Board approves the proposed Nonresident Fee reduction for the D.D.S. program in the amount of \$4,487 per academic year beginning in AY 2018-19; and,

**BE IT FURTHER RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (Board) that the Board approves the proposed student excellence fee for the D.D.S program at \$4,487 per academic year beginning in AY 2018-19; and,

**BE IT FURTHER RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (Board) that the Board approves the proposed student excellence fee for the Dental Hygiene program at \$512.50 per semester beginning in Fall 2018; and,

**BE IT FURTHER RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (Board) that the Board approves the proposed student excellence fee for the Undergraduate Nursing programs at \$692.50 per semester beginning in Fall 2018 and at \$346.00 per semester beginning in Fall 2019; and,

**BE IT FURTHER RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (Board) that the Board approves the proposed student excellence fee for the Graduate Nursing programs (exclusive of Doctor of Nurse Practitioner) at \$812 per semester beginning in Fall 2018 and at \$406 per semester beginning in Fall 2019; and,

**BE IT FURTHER RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (Board) that the Board approves the proposed student excellence fee for the Audiology program at \$1,940 per academic year beginning in AY 2018-19 and \$1,940 per academic year beginning in AY 2019-20,

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

**Attachment I**  
**Proposed Annual Tuition & Fees for Full Time Students**  
**LSUHSC-New Orleans**  
**FY 2018-2019**

RESIDENT				INCREASE					PEER GROUP		
Program		LSUHSC-NO	FTE	Increase			Need Base Aid	Net	Peer Group	Difference after Inc.	
		2017-18	Fall 2017	\$	After Inc	Gross \$	5%	\$	FY 2018-2019	\$	%
D.D.S. <sup>1</sup>	Academic Year	\$29,916	231	\$4,487	\$34,403	1,036,497	\$51,825	984,672	\$37,682	(\$3,279)	-8.70%
Dental Hygiene <sup>2</sup>	Fall & Spring Semesters	\$6,831	75	\$1,025	\$7,856	76,875	\$3,844	73,031	\$10,781	(\$2,925)	-27.14%
Graduate Nursing <sup>3</sup>	Fall & Spring Semesters	\$8,122	10	\$1,624	\$9,746	16,240	\$812	15,428	\$11,402	(\$1,656)	-14.52%
Undergraduate Nursing <sup>4</sup>	Fall & Spring Semesters	\$6,922	681	\$1,385	\$8,307	943,185	\$47,159	896,026	\$10,073	(\$1,766)	-17.53%
Au.D. <sup>5</sup>	Academic Year	\$12,933	29	\$1,940	\$14,873	56,260	\$2,813	53,447	\$19,178	(\$4,305)	-22.45%

	Year 1	
	Gross	Net
Dental	1,113,372	1,057,703
Nursing	1,019,219	\$968,258
Allied Heal	79,540	\$75,563
	2,212,131.00	2,101,524.00

**Proposed Annual Tuition & Fees for Full Time Students**  
**LSUHSC-New Orleans**  
**FY 2018-2019**

NON-RESIDENT				INCREASE					PEER GROUP		
Program		LSUHSC-NO	FTE	Increase			Need Base Aid	Net	Peer Group	Difference after Inc.	
		FY 2017-18	Fall 2017	\$	After Inc	Gross \$	5%	\$	FY 2018-2019	\$	%
D.D.S. <sup>1</sup>	Academic Year	\$63,869	22	\$0	\$63,869	0	\$0	0	\$67,639	(\$3,770)	-5.57%
Dental Hygiene <sup>2</sup>	Fall & Spring Semesters	\$12,809	0	\$1,025	\$13,834	0	\$0	0	\$28,306	(\$14,472)	-51.13%
Graduate Nursing <sup>3</sup>	Fall & Spring Semesters	\$17,402	1	\$1,624	\$19,026	1,624	\$81	1,543	\$24,931	(\$5,905)	-23.69%
Undergraduate Nursing <sup>4</sup>	Fall & Spring Semesters	\$13,705	42	\$1,385	\$15,090	58,170	\$2,909	55,261	\$24,844	(\$9,754)	-39.26%
Au.D. <sup>5</sup>	Academic Year	\$25,529	12	\$1,940	\$27,469	23,280	\$1,164	22,116	\$42,605	(\$15,136)	-35.53%

**Proposed Annual Tuition & Fees for Full Time Students**  
**LSUHSC-New Orleans**  
**FY 2019-2020**

RESIDENT				INCREASE					PEER GROUP		
Program		LSUHSC-NO	FTE	Increase			Need Base Aid	Net	Peer Group	Difference after Inc.	
		2018-19 (w/inc)	Fall 2017	\$	After Inc	Gross \$	5%	\$	FY 2018-2019	\$	%
D.D.S. <sup>1</sup>	Academic Year	\$34,403	231	\$0	\$34,403	0	\$0	0	\$37,682	(\$3,279)	-8.70%
Dental Hygiene <sup>2</sup>	Fall & Spring Semesters	\$7,856	75	\$0	\$7,856	0	\$0	0	\$10,781	(\$2,925)	-27.14%
Graduate Nursing <sup>3</sup>	Fall & Spring Semesters	\$9,746	10	\$812	\$10,558	8,120	\$406	7,714	\$11,402	(\$844)	-7.40%
Undergraduate Nursing <sup>4</sup>	Fall & Spring Semesters	\$8,307	681	\$692	\$8,999	471,252	\$23,563	447,689	\$10,073	(\$1,074)	-10.66%
Au.D. <sup>5</sup>	Academic Year	\$14,873	29	\$1,940	\$16,813	56,260	\$2,813	53,447	\$19,178	(\$2,365)	-12.33%

	Year 2	
	Gross	Net
Dental	0	0
Nursing	509,248	\$483,785
Allied Heal	79,540	\$75,563
	588,788.00	559,348.00

**Proposed Annual Tuition & Fees for Full Time Students**  
**LSUHSC-New Orleans**  
**FY 2019-2020**

NON-RESIDENT				INCREASE					PEER GROUP		
Program		LSUHSC-NO	FTE	Increase			Need Base Aid	Net	Peer Group	Difference after Inc.	
		2018-19 (w/inc.)	Fall 2017	\$	After Inc	Gross \$	5%	\$	FY 2018-2019	\$	%
D.D.S. <sup>1</sup>	Academic Year	\$63,869	22	\$0	\$63,869	0	\$0	0	\$67,639	(\$3,770)	-5.57%
Dental Hygiene <sup>2</sup>	Fall & Spring Semesters	\$13,834	0	\$0	\$13,834	0	\$0	0	\$28,306	(\$14,472)	-51.13%
Graduate Nursing <sup>3</sup>	Fall & Spring Semesters	\$19,026	1	\$812	\$19,838	812	\$41	771	\$24,931	\$5,093	-20.43%
Undergraduate Nursing <sup>4</sup>	Fall & Spring Semesters	\$15,090	42	\$692	\$15,782	29,064	\$1,453	27,611	\$24,844	(\$9,062)	-36.48%
Au.D. <sup>5</sup>	Academic Year	\$27,469	12	\$1,940	\$29,409	23,280	\$1,164	22,116	\$42,605	(\$13,196)	-30.97%

	Total	
	Gross	Net
Dental	1,113,372	1,057,703
Nursing	1,528,467	\$1,452,043
Allied Heal	159,080	\$151,126
	\$2,800,919.00	\$2,660,872.00

Total                      \$2,800,919                      \$2,660,872

Proposal:  
<sup>1</sup> Doctor of Dental Surgery Increase Student Excellence Fee by \$4,487 in 18-19; Decrease Doctor of Dental Surgery Non-resident Fee by \$4,487 in 18-19.  
<sup>2</sup> Dental Hygiene Increase Student Excellence Fee by \$1,025 in 18-19.  
<sup>3</sup> Graduate Nursing (Exclusive of Doctor of Nurse Practitioner) Increase Student Excellence Fee by \$1,624 in 18-19 and by \$812 in 19-20.  
<sup>4</sup> Undergraduate Nursing Increase Student Excellence Fee by \$1,385 in 18-19 and by \$692 in 19-20).  
<sup>5</sup> Doctor of Audiology Increase Student Excellence Fee by \$1,940 in 18-19 and \$1,940 in 19-20.

**Average Annual Tuition & Fees for Full Time Students  
LSUHSC-New Orleans**

RESIDENT		LSUHSC-NO	Peer Group
		FY 2017-18	FY 2017-18
		Actual	Forecast/Actual (2)
D.D.S. (a)	Academic Year	\$29,916	\$36,784
Dental Hygiene (b)	Fall & Spring Semesters	\$6,831	\$10,524
Graduate Nursing (d)	Fall & Spring Semesters	\$8,122	\$11,131
Undergraduate Nursing (e)	Fall & Spring Semesters	\$6,922	\$9,833
Au.D. (g)	Academic Year	\$12,933	\$18,721

HEPI Adjusted us
Peer Group
FY 2018-19
Forecast
\$37,682
\$10,781
\$11,402
\$10,073
\$19,178

Notes:

- (2) Southern Peer Group excludes Louisiana institutions and varies by program as follows:
- (a) Southern Peer Group for M.D. and D.D.S. has been forecasted using the 10-year average annual change in SREB's reported historical data for public institutions in the southern region that offer Medical and Dental schools respectively.
  - (b) Southern Peer Group for Dental Hygiene has been forecasted using the 10-year average annual change in SREB's reported historical data programs at public institutions in the southern region, limited to programs that offer graduate dentistry studies, but tuition data is not specific Community and technical colleges have been excluded.
  - (c) Southern Peer Group for M.N.N.A. is based on 2014-15 tuition and fees data from institutions with accredited programs for Nurse Anesthesia to American Association of Nurse Anesthetists (AANA) plus the 5-year average annual change in reported historical data for these schools. The Doctor of Nursing Practice (D.N.P.) is a practice-focused doctoral nursing program and now includes curriculum for certified registered
  - (d) SREB Average for Graduate Nursing has been forecasted using the 10-year average annual change in SREB's reported historical data for ( at public institutions in the southern region that are current members of the Council on Collegiate Education for Nursing and offer both mast programs, but tuition data is not specific to nursing. Community and technical colleges have been excluded.
  - (e) SREB Average for Undergraduate Nursing has been forecasted using the 10-year average annual change in SREB's reported historical dat programs at public institutions in the southern region that are current members of the Council on Collegiate Education for Nursing and offer in nursing, but tuition is not specific to nursing. Community and technical colleges have been excluded.
  - (f) Southern Peer Group for D.P.T. is based on 2014-15 D.P.T. tuition and fees data for the first full academic year as reported by the institution's website. Includes institutions that reported an Allied Health program to Association of Schools of Allied Health Professions (ASAHP) for the 2013-14 survey year and have a CAPTE-accredited D.P.T. program as reported by the American Physical Therapy Associ (APTA) as of October 2014. Forecast assumes the 10-year average annual change in SREB's reported historical data for graduate program at public institutions in the southern region, but is not limited to programs in allied health or health science.
  - (g) Southern Peer Group for Au.D. is based on 2014-15 tuition and fees data from institutions that reported an Allied Health program to the ASAHP for the 2014-15 survey year and have a CAA-accredited Au.D. program as reported by the American Speech-Language-Hearing As Forecast assumes the 10-year average annual change in SREB's reported historical data for graduate programs at public institutions in the but is not limited to programs in allied health or health science.
  - (h) Southern Peer Group for M.P.A.S. is based on 2015-16 tuition and fees data from institutions that reported an Allied Health program to the ASAHP for the 2014-15 survey year and have an ARC-PA-accredited M.P.A.S. program as reported by the American Academy of Physiari Forecast assumes the 10-year average annual change in SREB's reported historical data for graduate programs at public institutions in the but is not limited to programs in allied health or health science.
  - (i) Southern Peer Group for Graduate and Undergraduate Allied Health has been forecasted using the 10-year average annual change in SREI historical data for institutions with accredited programs according to the ASAHP 2014-15 survey, but tuition data is not specific to allied heal
  - (j) SREB Average for Graduate Studies has been forecasted using the 10-year average annual change in SREB's reported historical data for g public institutions in the southern region, but is not limited to programs in health science studies. Community and technical colleges have be
  - (k) Southern Peer Group for Public Health is based on 2015-16 M.P.H. program tuition and fees data from institutions listed as Full Members of Association of Schools of Public Health (ASPH) as of October 2015. Forecast assumes the 10-year average annual change in SREB's reported historical data for graduate programs at public institutions in the southern region, but is not limited to programs in public health or h Community and technical colleges have been excluded.

**Average Annual Tuition & Fees for Full Time Students  
LSUHSC-New Orleans**

<b>NON-RESIDENT</b>			
		<b>LSUHSC-NO</b>	<b>Peer Group</b>
		<b>FY 2017-18</b>	<b>FY 2017-18</b>
		Actual	Forecast/Actual (2)
D.D.S. (a)	Academic Year	\$63,869	\$66,028
Dental Hygiene (b)	Fall & Spring Semesters	\$12,809	\$27,632
Graduate Nursing (d)	Fall & Spring Semesters	\$17,402	\$24,337
Undergraduate Nursing (e)	Fall & Spring Semesters	\$13,705	\$24,252
Au.D. (g)	Academic Year	\$25,529	\$41,590

Notes:

- (2) Southern Peer Group excludes Louisiana institutions and varies by program as follows:
- (a) Southern Peer Group for M.D. and D.D.S. has been forecasted using the 10-year average annual change in SREB's report for public institutions in the southern region that offer Medical and Dental schools respectively.
  - (b) Southern Peer Group for Dental Hygiene has been forecasted using the 10-year average annual change in SREB's report for dental programs at public institutions in the southern region, limited to programs that offer graduate dentistry studies, but tuition at community and technical colleges have been excluded.
  - (c) Southern Peer Group for M.N.N.A. is based on 2014-15 tuition and fees data from institutions with accredited programs for nurse anesthetists to American Association of Nurse Anesthetists (AANA) plus the 5-year average annual change in reported historical data for The Doctor of Nursing Practice (D.N.P.) is a practice-focused doctoral nursing program and now includes curriculum for community and technical colleges.
  - (d) SREB Average for Graduate Nursing has been forecasted using the 10-year average annual change in SREB's reported data for graduate nursing programs at public institutions in the southern region that are current members of the Council on Collegiate Education for Nursing at public institutions, but tuition data is not specific to nursing. Community and technical colleges have been excluded.
  - (e) SREB Average for Undergraduate Nursing has been forecasted using the 10-year average annual change in SREB's reported data for undergraduate nursing programs at public institutions in the southern region that are current members of the Council on Collegiate Education for Nursing, but tuition is not specific to nursing. Community and technical colleges have been excluded.
  - (f) Southern Peer Group for D.P.T. is based on 2014-15 D.P.T. tuition and fees data for the first full academic year as reported on institution's website. Includes institutions that reported an Allied Health program to Association of Schools of Allied Health Professions (ASAHP) for the 2013-14 survey year and have a CAPTE-accredited D.P.T. program as reported by the American Physical Therapy Association (APTA) as of October 2014. Forecast assumes the 10-year average annual change in SREB's reported historical data for graduate programs at public institutions in the southern region, but is not limited to programs in allied health or health science.
  - (g) Southern Peer Group for Au.D. is based on 2014-15 tuition and fees data from institutions that reported an Allied Health program to ASAHP for the 2013-14 survey year and have a CAA-accredited Au.D. program as reported by the American Speech-Language and Hearing Association (ASHA) as of October 2014. Forecast assumes the 10-year average annual change in SREB's reported historical data for graduate programs at public institutions in the southern region, but is not limited to programs in allied health or health science.
  - (h) Southern Peer Group for M.P.A.S. is based on 2014-15 tuition and fees data from institutions that reported an Allied Health program to ASAHP for the 2013-14 survey year and have an ARC-PA-accredited M.P.A.S. program as reported by the American Association of Colleges of Podiatric Medicine (AACPM) as of October 2014. Forecast assumes the 10-year average annual change in SREB's reported historical data for graduate programs at public institutions in the southern region, but is not limited to programs in allied health or health science.
  - (i) Southern Peer Group for Graduate and Undergraduate Allied Health has been forecasted using the 10-year average annual change in SREB's reported historical data for institutions with accredited programs according to the ASAHP 2012-13 survey, but tuition data is not specific to allied health.
  - (j) SREB Average for Graduate Studies has been forecasted using the 10-year average annual change in SREB's reported data for graduate programs at public institutions in the southern region, but is not limited to programs in health science studies. Community and technical colleges have been excluded.
  - (k) Southern Peer Group for Public Health is based on 2014-15 M.P.H. program tuition and fees data from institutions listed on the Association of Schools of Public Health (ASPH) as of October 2014. Forecast assumes the 10-year average annual change in SREB's reported historical data for graduate programs at public institutions in the southern region, but is not limited to programs in allied health or health science. Community and technical colleges have been excluded.



**Request from LSU Agricultural Center to Approve an Assignment of Oil, Gas and Other Liquid and Gaseous Minerals Leases at Pecan Research Station, Caddo Parish, Shreveport, Louisiana**

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

**Date: February 2, 2018**

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

A.4 Any matter related to the assignment, sale, purchase, transfer, or donation of mineral rights in immovable property to or from the Board.

**1. Summary of Matter**

The LSU AgCenter has received a request for Assignment of Oil, Gas and Other Liquid and Gaseous Minerals Leases, by Camterra Resources Partners, Ltd. (Assignor) to Elm Grove Holdings, LLC (Assignee).

The Assignment is for the Camterra Resources Partners, Ltd. 1999 Lease and 2003 Lease at the Pecan Research Station. Camterra is seeking Board approval on this matter. The LSU AgCenter is further requesting the Board of Supervisors to authorize and empower the President to approve this Assignment.

**2. Review of Business Plan**

Not Applicable.

**3. Fiscal Impact**

Not Applicable.

**4. Description of Competitive Process**

Not Applicable.

**5. Review of Legal Documents**

Assignment of Bill of Sale  
Conditions of Assignment

**6. Parties of Interest**

- LSU Board of Supervisors
- LSU AgCenter
- Camterra Resources Partners, Ltd.
- Elm Grove Holdings, LLC

**7. Related Transactions**

Not Applicable.

**8. Conflicts of interests**

Not Applicable.

#### ATTACHMENTS

- I. Letter from Dale Frederick, Director through William B. Richardson, Vice President
- II. Letter from Theophilus Oil, Gas & Land Services, LLC
- III. Conditions of Assignment
- IV. Assignment, Bill of Sale and Conveyance
- V. Exhibit "A-1"
- VI. Exhibit "A-2"
- VII. Exhibit "B"

#### RECOMMENDATION

**"NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize F. King Alexander, President of the Louisiana State University, or his designee, to execute a consent to assignment by Camterra Resources Partners, Ltd., as assignor, and Elm Grove Holdings, LLC, as assignees concerning an assignment (conveyance) of Oil, Gas and Other Liquid and Gaseous Minerals.

(1) Oil, Gas and Other Liquid and Gaseous Minerals Lease ("1999 Lease") dated August 20, 1999, by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, as Lessor, to Camterra Resources Partners, Ltd., as Lessee, recorded under Registry No. 1686281 of the Conveyance Records of Caddo Parish, Louisiana, INSO FAR AND ONLY INSO FAR as said 1999 Lease covers lands located within Theoretical Section 24, Township 16 North, Range 13 West, and Theoretical Section 19, Township 16 North, Range 12 West, all in Caddo Parish, Louisiana; and INSO FAR AND ONLY INSO FAR as Assignor's interest in such Lease covers all intervals, formations, strata and depths located above the stratigraphic equivalent of the log depth of 10,550 feet as shown on the log of the Camterra Resources, Inc. - Jeter "26" #1-H Well (Louisiana Office of Conservation Serial #241587 and API #17017349150000), with a surface location of 330' FSL and 660' FEL of Theoretical Section 23, Township 16 North, Range 13 West, Caddo Parish, Louisiana.

(2) Oil, Gas and Other Liquid and Gaseous Minerals Lease ("2003 Lease") dated September 12, 2003, by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, as Lessor, to Camterra Resources Partners, Ltd., as Lessee, recorded under Registry No. 1891762 of the Conveyance Records of Caddo Parish, Louisiana, INSO FAR AND ONLY INSO FAR as said 2003 Lease covers lands located within Theoretical Section 25, Township 16 North, Range 13 West, and Theoretical Section 30, Township 16 North, Range 12 West, Caddo Parish, Louisiana; and INSO FAR AND ONLY INSO FAR as Assignor's interest in such Lease covers all intervals, formations, strata and depths located above the stratigraphic equivalent of the log depth of 10,550 feet as shown on the log of the Camterra Resources, Inc. - Jeter "26" #1-H Well (Louisiana Office of Conservation Serial #241587 and API #17017349150000), with a surface location of 330' FSL and 660' FEL of Theoretical Section 23, Township 16 North, Range 13 West, Caddo Parish, Louisiana.

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



Office of Facilities Planning  
 210 J. Norman Efferson Hall  
 Baton Rouge, LA 70803  
 Phone: (225) 578-8237  
 Fax: (225) 578-7351

December 14, 2017

To: F. King Alexander, President  
 LSU System

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

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

From: Dale G. Frederick, Director  
 Facilities Planning, LSU AgCenter

RE: **Significant Board Matter**  
 Assignment of Overriding Royalty Interest  
 Pecan Research Station  
 Caddo Parish  
 Shreveport, Louisiana

The LSU AgCenter has received a request from Camterra Resources Partners, Ltd. for assignment of to approve and assignment (conveyance) of Oil, Gas and other Liquid and Gaseous Minerals recorded under Registry No. 1686281 and Registry No. 1891762 of the Conveyance Records of Caddo Parish, Louisiana to Elm Grove Holdings, LLC.

We enclose herewith our request for approval, together with supporting documents, and request that this matter be placed before the Board of Supervisors at the next meeting.

The information submitted herewith is complete and accurate and is in compliance with Article VII, Section 9, A.4 of the bylaws of the Board of Supervisors.

Sincerely,

Dale G. Frederick  
 Director  
 LSU AgCenter Facilities Planning

Attachments

xc: Ms. Ann Coulon

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

**Theophilus Oil, Gas & Land Services, LLC**

P. O. Box 1507 Baton Rouge, LA 70821

PAT THEOPHILUS  
Owner/PresidentPhone 225-383-9301  
Email: theoogl@bellsouth.net

August 28, 2017

Louisiana State University (Board of Supervisors)  
Attn: Mr. Patrick Martin  
@ LSU Facility Services Building  
CEBA Lane  
Baton Rouge, LA. 70803Re: L.S.U. Agriculture and Mechanical College System  
Mineral Lease Assignment

Dear Mr. Martin,

Enclosed, please find a "Conditions of Assignment Form" for two Oil and Gas Mineral Leases, leased by the Board of Supervisors of Louisiana State University A&M College. These two Leases were obtained by Camterra Resources Partners, Ltd. on August 20, 1999 and September 12, 2003. These leases are being assigned to Elm Grove Holdings, LLC. As per the Facility and Property Oversight Office, we are being assisted by Ms. Leslie Ayres Daniel (Taylor, Porter, Brooks & Phillips L.L.P.).

If any further information is required, please let us know.

Your time and attention in this matter is greatly appreciated.

With Kindest regards,

Pat Theophilus  
Owner/President

Cc: Ms. Leslie Ayres Daniel

**RECEIVED**

OCT 26 2017

**FACILITY & PROPERTY  
OVERSIGHT**



CONDITIONS OF ASSIGNMENT

STATE OF LOUISIANA §

§ KNOW ALL MEN BY THESE PRESENTS, THAT:

PARISH OF CADDO §

WHEREAS, the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (hereinafter "Lessor") has been requested to consent to and approve an assignment (conveyance) of Oil, Gas and Other Liquid and Gaseous Minerals Leases by Camterra Resources Partners, Ltd., a Texas Limited Partnership (hereinafter "Assignor"), which assignment conveys an undivided Ninety-Five Point One Five Three Three Three One Percent (95.153331%) interest in the following described Oil, Gas and Other Liquid and Gaseous Minerals Leases:

- (1) Oil, Gas and Other Liquid and Gaseous Minerals Lease ("1999 Lease") dated August 20, 1999, by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, as Lessor, to Camterra Resources Partners, Ltd., as Lessee, recorded under Registry No. 1686281 of the Conveyance Records of Caddo Parish, Louisiana, INSOFAR AND ONLY INSOFAR as said 1999 Lease covers lands located within Theoretical Section 24, Township 16 North, Range 13 West, and Theoretical Section 19, Township 16 North, Range 12 West, all in Caddo Parish, Louisiana; and INSOFAR AND ONLY INSOFAR as Assignor's interest in such Lease covers all intervals, formations, strata and depths located above the stratigraphic equivalent of the log depth of 10,550 feet as shown on the log of the Camterra Resources, Inc. – Jeter "26" #1-H Well (Louisiana Office of Conservation Serial #241587 and API #17017349150000), with a surface location of 330' FSL and 660' FEL of Theoretical Section 23, Township 16 North, Range 13 West, Caddo Parish, Louisiana.
- (2) Oil, Gas and Other Liquid and Gaseous Minerals Lease ("2003 Lease") dated September 12, 2003, by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, as Lessor, to Camterra Resources Partners, Ltd., as Lessee, recorded under Registry No. 1891762 of the Conveyance Records of Caddo Parish, Louisiana, INSOFAR AND ONLY INSOFAR as said 2003 Lease covers lands located within Theoretical Section 25, Township 16 North, Range 13 West, and Theoretical Section 30, Township 16 North, Range 12 West, Caddo Parish, Louisiana; and INSOFAR AND ONLY INSOFAR as Assignor's interest in such Lease covers all intervals, formations, strata and depths located above the stratigraphic equivalent of the log depth of 10,550 feet as shown on the log of the Camterra Resources, Inc. – Jeter "26" #1-H Well (Louisiana Office of Conservation Serial #241587 and API #17017349150000), with a surface location of 330' FSL and 660' FEL of Theoretical Section 23, Township 16 North, Range 13 West, Caddo Parish, Louisiana.

Said interest to be assigned to Elm Grove Holdings, LLC, a Louisiana Limited Liability Company (hereinafter "Assignee").

WHEREAS, Lessor requires certain conditions be included in the assignment, which conditions are not in the general assignment executed by the parties involved.

NOW, THEREFORE, the Assignor and Assignee do hereby and by these presents agree to the following conditions of assignment: (1) the Assignor is not relieved of its obligations or liabilities under the above described Leases; and (2) any notice required or allowed by the Lessor to Assignor under said Leases shall be considered notice to Assignor when such notice has been properly made to Assignee or its assigns.

IN WITNESS WHEREOF, this instrument is executed this 11th day of August, 2017.

**WITNESSES:**

Pam Johnson  
Printed Name: Pam Johnson

Allen C. Steggs Jr.  
Printed Name: Allen C. Steggs Jr.

**ASSIGNOR:**

**CAMTERRA RESOURCES PARTNERS, LTD.,**  
a Texas Limited Partnership  
By: Camterra Resources, Inc.,  
a Texas Corporation  
Its: Managing General Manager

By: Jeremy Spears  
Name: Jeremy Spears  
Its: Vice-President

**WITNESSES:**

Pam Johnson  
Printed Name: Pam Johnson

Allen C. Steggs Jr.  
Printed Name: Allen C. Steggs Jr.

**ASSIGNEE:**

**ELM GROVE HOLDINGS, LLC**  
a Louisiana Limited Liability Company

By: John Kinnebrew  
Name: John Kinnebrew  
Title: Manager

Consent to the above described assignment of undivided interests in the above referenced Oil, Gas and Other Liquid and Gaseous Minerals Leases is granted this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

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

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

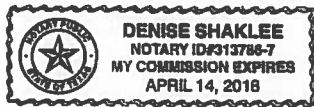
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: President of Louisiana State  
University System

STATE OF TEXAS §

COUNTY OF HARRISON §

On this 11 day of August, 2017, before me the undersigned Notary Public in and for the County and State aforesaid, appeared Jeremy Spears to me personally known, who by me being duly sworn, did say, that he is the Vice-President of Camterra Resources, Inc., a Texas Corporation, the Managing General Partner of Camterra Resources Partners, Ltd., a Texas limited partnership, that as such Vice-President, he is duly authorized to execute the above and foregoing instrument on behalf of Camterra Resources, Inc., the Managing General Partner of Camterra Resources Partners, Ltd., and that the above and foregoing instrument was signed on behalf of said corporation and limited partnership by the authority of its Board of Directors and Partners, and the said Appearer acknowledged said instrument to be the free act and deed of said corporation and limited partnership.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



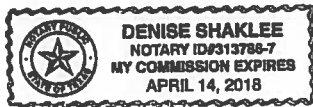
Denise Shaklee  
Notary Public in and for the State of Texas

STATE OF TEXAS §

COUNTY OF HARRISON §

On this 11th day of August 2017, before me the undersigned Notary Public in and for the County and State aforesaid, appeared John Kinnebrew, to me personally known, who by me being duly sworn, did say, that he is the Manager of Elm Grove Holdings, LLC, a Louisiana Limited Liability Company, that as such Manager, he is duly authorized to execute the above and foregoing instrument on behalf of Elm Grove Holdings, LLC, and that the above and foregoing instrument was signed on behalf of said limited liability company by the authority of its Members, and the said Appearer acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Denise Shaklee  
Notary Public in and for the State of Texas

State of Louisiana  
Parish of East Baton Rouge

Before me, the undersigned authority, personally came and appeared \_\_\_\_\_, who by me being first duly sworn, deposed and said:

That he is one of the witnesses to the execution of the foregoing instrument and that he saw \_\_\_\_\_ sign said instrument as President of Louisiana State University System for and on behalf of the Board of Supervisors of Louisiana State University and A&M College in the presence of Appearer and \_\_\_\_\_, the other subscribing witness.

Sworn to and subscribed before me on this

the \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Appearer

\_\_\_\_\_  
Notary Public

**CRPL To Elm Grove Holdings, LLC  
Theoretical Sections 19 & 30, T16N, R12W  
Theoretical Sections 24 & 25, T16N, R13W  
(LSU Leases)**

**ASSIGNMENT, BILL OF SALE AND CONVEYANCE**

STATE OF LOUISIANA           §

PARISH OF CADDO           §

I.

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE ("**Assignment**"), dated effective 7:00 a.m. as of July 1, 2017 "**Effective Date**"), is from **CAMTERRA RESOURCES PARTNERS, LTD.**, a Texas limited partnership, represented herein by Camterra Resources, Inc., a Texas Corporation, its Managing General Partner, whose address is 2615 East End Blvd. South, Marshall, TX 75672, and Camterra Resources, Inc., a Texas Corporation, whose address is 2615 East End Blvd. South, Marshall, Texas 75672 (hereinafter collectively referred to as "**Assignor**"), to **ELM GROVE HOLDINGS, LLC**, a Louisiana Limited Liability Company (hereafter referred to as "**Assignee**"), whose is address is 401 Edwards Street, Suite 2110, Shreveport, LA 71101.

II.

**2.1           Properties Assigned By Assignor to Assignee.** Subject to the terms and conditions herein set forth in this Assignment, for and in consideration of ONE THOUSAND DOLLARS (\$1,000.00) cash, and other good, valuable and sufficient consideration received by Assignor, the receipt of which consideration is hereby acknowledged (and except for the interest in the Properties which are specifically reserved, retained and excluded herefrom by the Assignor), Assignor has granted, conveyed, sold, bargained, assigned and delivered, and by these presents does hereby grant, convey, sell, bargain, assign and deliver unto Assignee, the following (the "**Properties**"):

(a) ***Assigned Interests.*** In respect of the oil, gas and/or mineral leases (the "**Leases**") listed on the attached **EXHIBITS "A-1"** and "**A-2**":

(1) The undivided working interest and undivided net revenue interest in the Leases set forth on the attached **EXHIBIT "A-1"** and "**A-2**", but **INSOFAR AND ONLY INSOFAR** as Assignor owns and each of such Leases cover all intervals, formations, strata and depths located above the stratigraphic equivalent of the log depth of 10,550 feet as shown on the log of the Camterra Resources, Inc. - Jeter "26" #1-H Well (Louisiana Office of Conservation Serial 241587 and API #17017349150000), with a surface location of 330' FSL and 660' FEL of Theoretical Section 23, Township 16 North, Range 13 West, Caddo Parish, Louisiana, with the intervals, formations, strata and depths located above the stratigraphic equivalent of the log depth of 10,550 feet as shown on the log of the above described Camterra Resources, Inc. - Jeter "26" #1-H Well (such depths, being sometimes hereinafter called the "**A-1 and A-2 Assigned Depths**");

With the "**A-1**" "**A-2**" described in Section 2.1(a)(1) above being hereinafter collectively referred to as the "**Assigned Depths**";

The assigned working interests and net revenue interests described on the attached EXHIBITS "A-1" and "A-2" in and to the Leases listed on the attached EXHIBITS "A-1" and "A-2", INSOFAR AND ONLY INSOFAR as such Leases are owned by Assignor and cover the Assigned Depths, being sometimes hereinafter collectively referred to as the "Assigned Interests"; and

The net revenue interest in and to the portions of the Leases herein assigned to Assignee shall be proportionately reduced (1) in the event Assignor does not own all of the leasehold rights in the assigned portions of the Leases; and/or (2) in the event the Leases do not cover the full undivided mineral interest under the assigned portion of the Leases.

Assignee does hereby also acknowledge and agree that any overriding royalty interests burdening the Leases conveyed herein shall apply to any extensions, amendments, options, modifications or renewals of said Leases taken by Assignee, its successors, legal representatives and assigns within six (6) months after the expiration of each respective Lease listed on the attached Exhibit "A".

The "Assigned Interests" also include an undivided interest equivalent to each of the respective Assigned Interests (i.e. the assigned working interest in each case) in and to any and all renewals, extensions, ratifications and amendments to such Leases, rights of assignment and reassignment, net profit interests, production payment interests, reversionary interests and carried interests in respect of such Leases and undeveloped well locations on such Leases.

- (b) **Assigned Wellbores.** In respect of each of the respective Leases on Exhibits "A-1" and "A-2", each of the wells and wellbores set forth and identified on the attached EXHIBIT "B", (the "Wellbores").
- (c) **Equipment; Gathering Lines.** In respect of each of the Wellbores located on the respective Leases (or lands pooled therewith) on the attached Exhibits "A-1" and "A-2", an undivided interest equivalent to the Assigned Interest (being the assigned working interest in this case) in each of the applicable Leases in and to all lease and well equipment, personal property and fixtures on each such Lease, including, but not limited to, downhole equipment, surface equipment, existing gas gathering lines and pipe, both steel and poly, if any, located on the Leases or lands pooled therewith or appurtenant to or used or held for use in connection with the operation of the Wellbores.
- (d) **Surface Usage Rights.** In respect of each of the respective Leases on the attached Exhibits "A-1" and "A-2", an undivided interest equivalent to the Assigned Interest (being the assigned working interest in this case) in and to the non-exclusive rights, privileges, benefits, powers conferred upon the holder of the Leases (or any surface damages agreements associated therewith) with respect to the use and occupation of the surface of the lands covered thereby that may be necessary, convenient, or incidental to the possession and enjoyment of the Assigned Depths in each of the respective Leases.
- (e) **Permits; Licenses; etc.** In respect of each of the respective Leases on the attached Exhibits "A-1" and "A-2", an undivided interest equivalent to the Assigned Interest (being the assigned working interest in this case) in and to permits, licenses, servitudes, road easements and rights-of-way directly associated with the Wellbores.

- (f) **Certain Documents.** In respect of each of the respective Leases on Exhibits "A-1" and "A-2", an undivided interest equivalent to the Assigned Interest in each of the applicable Leases in and to all division orders, operating agreements, abstracts of title, title opinions and title curative in the Leases and the Wellbores as to the Assigned Depths.
- (g) **Hydrocarbons.** In respect of each of the respective Leases on Exhibits "A-1" and "A-2", as to the Assigned Depths an undivided interest equivalent to the Assigned Interest (being the assigned net revenue interest in this case) in each of the applicable Leases in and to all oil, gas, casinghead gas, condensate, sulfur, natural gas liquids, and other liquid or gaseous hydrocarbons or any combination thereof and other minerals of every kind and character extracted or produced from or attributable to such Leases with respect to all periods after the Effective Date, together with all proceeds from and rights relating to the sale of such hydrocarbons.
- (h) **Books and Records.** In respect of each of the respective Leases as to the Assigned Depths on Exhibits "A-1" and "A-2" and the Wellbores, copies of all books, records, data, files, production, severance and property tax records and accounting records.
- (i) **Information.** In respect of each of the respective Leases on Exhibits "A-1" and "A-2", as to the assigned Wellbores only, any and all well file data and reports, subject to all applicable licensing agreements and all restrictions on transfer, including but not limited to all daily drilling reports, daily completion reports, logs, core reports, paleo reports and surveys, vertical surveys, etc., and copies of all of the files, records, documents, correspondence and data now in the possession or control of Assignor that relate to the items described above; provided, however, Assignor shall have no obligation to provide Assignee access to any data, studies, compilations, engineering or data or other information relating to reserves and/or reserve reports, data reserved herein by Assignor, as well as any information or interpretative or proprietary data which Assignor considers privileged, or which Assignor cannot lawfully provide due to third party restrictions, including, but not limited to, any and all seismic data.
- (j) **J-W Gas Purchase Agreement.** The Assigned Interests in the Assigned Depths in the Leases listed on EXHIBITS "A-1" and "A-2" are subject to that certain GAS PURCHASE AGREEMENT between J-W Gathering Company ("Buyer"), and Camterra Resources, Inc. ("Seller") dated December 1, 2015, a copy of which GAS PURCHASE AGREEMENT is on file in the offices of Assignor and Assignee. By execution of this Assignment, Assignee hereby acknowledges receipt of a fully executed copy of said GAS PURCHASE AGREEMENT.
- (k) **Pooling.** The pooling, unitization and communitization agreements, declarations and orders and all other such agreements, if any, relating to the properties, interests and Assigned Depths described in subsection 1.(a) above and to the production of Hydrocarbons, if any, attributable to said properties, interests and Assigned Depths.
- (l) **Contracts.** All existing and effective contracts and agreements, if any, relating to the Leases or the Land, including without limitation, all operating agreements listed on the attached EXHIBIT "E", exploration agreements, farmout agreements, balancing agreements, declarations, orders and other contracts, agreements and instruments, INsofar AND ONLY INsofar as they relate to the Properties, Assigned Interests and Assigned Depths described above.

III.

3.1 **Rights and Interests Excepted and Excluded by Assignor.** The following rights and interests are **NOT** included in the definition of Properties, are **NOT** covered by this Assignment and are specifically excepted and excluded by Assignor (the “**Excluded Interests**”):

- (a) **Excluded Depths.** All interest in the Leases set forth on the attached **EXHIBITS “A-1” and “A-2”**, but only **INSOFAR AND ONLY INSOFAR** as all excepted and excluded intervals, formations, strata and depths are located below the stratigraphic equivalent of the base of the Assigned Depths, hereinafter sometimes collectively called the “**Excluded Depths**”.
- (1) All rights in respect of production from the pool or unit covering the Excluded Depths, regardless of whether such production is from the lands covered by the applicable Leases or from lands and leases pooled therewith;
- (2) All permits, licenses, servitudes, easements and rights-of-way related to the Excluded Depths;
- (3) All division orders, gas purchase and sale agreements, crude oil purchase and sale agreements (where Assignor is a selling party), surface leases, farmin agreements, farmout agreements, prospect participation agreements, operating agreements, unit agreements, area of mutual interest agreements, processing agreements, options, leases of equipment or facilities, and all other contracts and agreements that are directly related to the Excluded Depths and necessary for the operation of the Excluded Wellbores, and/or the Excluded Depths within the Lands;
- (b) **Geophysical Information.** All of Assignor’s proprietary, geophysical and seismic records, data and information that Assignor is prohibited, legally or contractually, from disclosing to Assignee; and all of Assignor’s proprietary geologic interpretations, reserve estimates and reports, economic analyses, correspondence with working interest participants in the Excluded Wellbores, computer programs and applications, pricing forecasts, legal files and legal opinions (except abstracts of title, title opinions, certificates of title, or title curative documents), attorney-client communications, attorney work product, and records and documents, subject to legal or contractual confidentiality provisions, claims of privilege or other restrictions on access.
- (c) **Contracts.** All contracts associated with ownership and operation of the Excluded Wellbores, or allocable to any other right or interest in any applicable property, asset or interest, except to the extent such contracts are expressly included in the Properties.
- (d) **Legal Files.** All of Assignor’s and Camterra Resources, Inc.’s privileged legal files.
- (e) **Prior Claims.** Except as otherwise specifically provided herein, all claims, counterclaims, demands, causes in action awards, judgments, settlements, if any, pending and/or future, in favor of Assignor to Camterra Resources, Inc., to the extent and only to the extent attributable to the ownership and operation of the Properties prior to the Effective Date, including, but not limited to, any and all contract rights, claims, penalties, receivable revenues, recoupment rights, recovery rights, accounting adjustments, mispayments, erroneous payments, personal injury, property damage, royalty, and other rights and claims of any nature in favor of Assignor relating to any time period prior to the Effective Date, to the extent, and only to the extent, that such claims, rights and other matters are not attributable to the ownership and operation of the Properties after the



Effective Date or do not cause a material impairment in the value of any of the Properties after the Effective Date or otherwise conflict with the terms of this Assignment.

- (f) **Corporate Records.** All corporate, financial and tax records of Assignor, except copies of those tax records dealing with production, severance and property taxes associated with the Wellbores; however, upon receipt by Assignor of a written request from Assignee indicating its desire to obtain copies of any such records, and the purpose for same, the Assignor shall provide Assignee, at Assignee's sole cost and expense, copies of any financial and tax records, other than income tax records, which directly relate, in the reasonable opinion of the Assignor, to the Properties, or which the Assignee deems reasonably necessary for Assignee's ownership, administration, or operating of the Properties.
- (g) **Insurance and Bonding.** All rights, titles, claims and interests of Assignor related to the Properties to the extent attributable to periods prior to the Effective Date (a) under any policy or agreement of insurance or indemnity; (b) under any bond; or (c) to any insurance proceeds or awards, to the extent, and only to that extent, that such rights, titles, claims and interests or the cause giving rise thereto (i) do not cause a material impairment in the value of the Properties after the Effective Date and (ii) are not attributable to the ownership and operation of the Properties after the Effective Date. All amounts due or payable to Assignor and/or Camterra Resources, Inc. as adjustments to insurance premiums related to the Properties for all periods prior to the Effective Date.
- (h) **Prior Proceeds.** Subject to the terms hereof, all monies, proceeds, benefits, receipts, credits, income or revenues (and any security or other deposits made) attributable to the Properties or the operation thereof prior to the Effective Date, specifically including, without limitation, amounts recoverable from audits under operating agreements and any overpayments of royalties.
- (i) **Intellectual Property.** All of Assignor's and/or Camterra Resources, Inc. intellectual property rights, patents, trade secrets, copyrights, names, marks and logos.
- (j) **Copies of Certain Records.** Copies of any and all Leases, title opinions, operating agreements, division orders, gas purchase agreements, gas gathering agreements, prospect participation agreements and all other contracts and agreements relating to the Properties which Assignor deems reasonably necessary for operating wells on leasehold rights retained by Assignor, as well as administering suspended funds or to enable Assignor and/or Camterra Resources, Inc. to deal with issues and matters which relate to the Properties for periods prior to the Closing Date. Further Assignee agrees to promptly provide Assignor, at Assignor's cost, with copies of documents which Assignee obtained from Assignor when Assignor reasonably requests copies of such documents from Assignee.
- (k) **Reserved Mineral Rights, Royalty Interests and Overriding Royalty Interests.** Assignor does hereby expressly reserve, retain and exclude any and all mineral rights, mineral interests, royalty interests and overriding royalty interests owned by Assignor, if any, within the Properties hereby assigned to Assignee.

TO HAVE AND TO HOLD the Properties, together with all and singular the rights and appurtenances thereunto and in anywise belonging unto Assignee, its legal representatives, successors and assigns, forever; and Assignor does hereby bind itself, legal representatives, successors and assigns to warrant and defend title to the Properties of such Assignor, unto Assignee, and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under such Assignor, but no further, and not otherwise; but with full substitution and subrogation of Assignee, and all persons or entities

claiming by, through and under Assignee, in and to all covenants, warranties and indemnities given or made by Assignor's predecessors in title and with full subrogation of all rights accruing under applicable statutes of limitation or prescription and all rights of action of warranty against all former owners of the Properties.

IV.

4.1 Assignor and Assignee further agree to the following terms and conditions:

(a) **INSOFAR AS THIS ASSIGNMENT COVERS PERSONAL PROPERTY, FIXTURES AND STRUCTURES, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES ANY EXPRESS WARRANTY OF MERCHANTABILITY, CONDITION OR SAFETY AND ANY EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND ASSIGNEE WAIVES ANY AND ALL OF THE AFOREDESCRIBED WARRANTIES AND ACCEPTS ALL SUCH PERSONAL PROPERTY, FIXTURES AND STRUCTURES, AS IS, WHERE IS WITH ALL FAULTS AND WITHOUT REGARD TO THE PRESENCE OF APPARENT OR HIDDEN DEFECTS. ALL DESCRIPTIONS OF SAID PERSONAL PROPERTY, FIXTURES AND STRUCTURES, HERETOFORE OR HEREAFTER FURNISHED TO ASSIGNEE BY ASSIGNOR HAVE BEEN AND SHALL BE FURNISHED SOLELY FOR ASSIGNEE'S CONVENIENCE AND HAVE NOT CONSTITUTED AND SHALL NOT CONSTITUTE A REPRESENTATION OR WARRANTY OF ANY KIND BY ASSIGNOR. ASSIGNOR SHALL HAVE NO LIABILITY TO ASSIGNEE FOR ANY CLAIMS, LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY, INCIDENTALY OR CONSEQUENTIALY, BY SUCH PERSONAL PROPERTY, FIXTURES AND STRUCTURES, BY ANY INADEQUACY THEREOF OR THEREWITH, ARISING IN STRICT LIABILITY OR OTHERWISE, OR IN ANY WAY ARISING OUT OF ASSIGNEE'S PURCHASE THEREOF. ASSIGNEE EXPRESSLY WAIVES THE WARRANTY OF FITNESS AND THE WARRANTY AGAINST REDHIBITORY VICES AND DEFECTS, WHETHER APPARENT OR LATENT, IMPOSED BY LOUISIANA CIVIL CODE, ANY OTHER APPLICABLE STATE OR FEDERAL LAW, AND THE JURISPRUDENCE THEREUNDER. ASSIGNEE ALSO WAIVES ANY RIGHT IT MAY HAVE IN REDHIBITION OR TO A REDUCTION OF PURCHASE PRICE PURSUANT TO LOUISIANA CIVIL CODE ARTICLE 2520, ET SEQ. IN CONNECTION WITH THE SUBJECT PROPERTIES HEREBY CONVEYED TO IT BY ASSIGNOR. BY ITS SIGNATURE BELOW, ASSIGNEE EXPRESSLY ACKNOWLEDGES ALL SUCH WAIVERS AND ITS EXERCISE OF ASSIGNEE'S RIGHT TO WAIVE WARRANTIES PURSUANT TO LOUISIANA CIVIL CODE ARTICLE 2503.**

(b) **ASSIGNOR ALSO EXPRESSLY DISCLAIMS AND NEGATES ANY IMPLIED OR EXPRESS WARRANTY AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO THE ACCURACY OF ANY OF THE INFORMATION FURNISHED WITH RESPECT TO THE EXISTENCE OR EXTENT OF RESERVES OR THE VALUE OF THE PROPERTIES BASED THEREON OR THE CONDITION OR STATE OF REPAIR OF ANY OF THE PROPERTIES; THIS DISCLAIMER AND DENIAL OF WARRANTY ALSO EXTENDS TO ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE PRICES ASSIGNEE AND ASSIGNOR ARE OR WILL BE ENTITLED TO RECEIVE FROM PRODUCTION OF OIL, GAS OR OTHER SUBSTANCES FROM THE PROPERTIES, IT BEING ACKNOWLEDGED, AGREED AND EXPRESSLY UNDERSTOOD THAT ALL RESERVES, PRICE AND VALUE ESTIMATES UPON WHICH ASSIGNEE HAS RELIED OR IS RELYING HAVE BEEN DERIVED BY THE INDIVIDUAL EVALUATION OF ASSIGNEE. ASSIGNEE DOES HEREBY STIPULATE, ACKNOWLEDGE AND AGREE THAT THE PURCHASE PRICE WHICH ASSIGNEE HAS OFFERED ASSIGNOR FOR THE PROPERTIES WAS DERIVED AND DETERMINED**

ENTIRELY BY ASSIGNEE. ASSIGNEE ALSO STIPULATES, ACKNOWLEDGES AND AGREES THAT RESERVE REPORTS ARE ONLY ESTIMATES OF PROJECTED FUTURE OIL AND/OR GAS VOLUMES, FUTURE FINDING COSTS AND FUTURE OIL AND/ GAS SALES PRICES, ALL OF WHICH FACTORS ARE INHERENTLY IMPOSSIBLE TO PREDICT ACCURATELY EVEN WITH ALL AVAILABLE DATA AND INFORMATION.

V.

Assignor and Assignee do also further agree to the following additional terms and conditions:

- 5.1 **Proceeds After the Effective Date.** Except as otherwise specifically provided herein, Assignee shall be entitled to all credits and proceeds of production from and accruing to the Properties after the Effective Date and shall be responsible for all its working interest share of costs, expenses, disbursements, obligations and liabilities attributable to the Properties after the Effective Date.
- 5.2 **Plugging, Abandonment and Restoration Costs.** Assignee, by acceptance hereof, assumes its working interest share of the responsibility for and agrees to pay its working interest share of the costs to plug and abandon the Wellbores and any other well drilled by the Assignee on the Properties (excluding the Reserved Wellbores and any other wells drilled to the Reserved Depths, if any, producing from leasehold not assigned Assignee by Assignor) and to be responsible for its working interest share of the costs to restore the surface of the Properties in accordance with applicable governmental rules, regulations, laws and orders, and as may be required under any lease, contract or other agreement affecting the Properties.
- 5.3 **Obligations to Lessors.** This Assignment is made specifically subject to, and Assignee hereby specifically assumes (in respect of obligations arising from and after the Effective Date), its proportionate share of all obligation imposed upon the lessees in any and all of the Leases conveyed in whole or in part under this Assignment. Assignor (i) to the extent required under any Lease and limited to the period of time during which Assignor owned an interest in such Lease, agrees to remain fully liable for all of the obligations imposed on Assignor under such Lease and (ii) in respect of any Lease not expressly requiring Assignor to remain liable for all of the obligations imposed on Assignor under such Lease, agrees to remain fully liable to the lessor of such Lease for its proportionate part of all of the obligations imposed upon each respective Lessee of such Lease attributable to the periods of time during which such Assignor owned (or, as applicable, continues to own) an interest in such Lease.
- 5.4 **Further Assurances.** Assignor covenants and agrees to execute and deliver to Assignee all such other and additional instruments and other documents and will do all such other acts and things as may be necessary more fully to assure to Assignee or its successors or assigns, all of the respective rights and interests herein and hereby granted or intended to be granted in the Properties, including without limitation, executing such additional assignments of the Properties which are necessary to facilitate the recognition of Assignee's ownership of the Properties in the public records. Said separate assignments of the Properties are intended to perfect Assignee's title to the Properties and are not to be construed as conveying any additional interest in the Properties.
- 5.5 **Successors and Assigns.** All of the provisions hereof shall inure to the benefit of and be binding upon Assignor and Assignee, their respective heirs, legal representatives, successors and assigns, and shall constitute covenants running with the land. All references herein to Assignor or Assignee shall include their respective heirs, legal representatives, successors and assigns.

- 5.6 **Severability.** It is the intention and agreement of Assignor and Assignee hereunder that the provisions of this Assignment be severable. Should the whole or any portion of a section or paragraph be judicially held to be void or invalid, such holding shall not affect other portions which can be given effect without the invalid or void portion.
- 5.7 **Counterparts.** This Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute for all purposes one agreement. Counterparts may be combined into one or more agreements for recording purposes.

IN WITNESS WHEREOF, this Assignment is executed in the presence of the undersigned witnesses on the dates of the acknowledgments set forth below (the "**Closing Date**"), to be effective, however as of 7:00 a.m. (C.S.T.) as of July 1, 2017 (the "**Effective Date**").

(Signatures on Following Pages)

**WITNESSES:**

Allen C. Steggers, Jr.

Printed Name: Allen C. Steggers, Jr.

Pam Johnson

Printed Name: Pam Johnson

Allen C. Steggers, Jr.

Printed Name: Allen C. Steggers, Jr.

Pam Johnson

Printed Name: Pam Johnson

**WITNESSES:**

Allen C. Steggers, Jr.

Printed Name: Allen C. Steggers, Jr.

Pam Johnson

Printed Name: Pam Johnson

**ASSIGNOR:**

CAMTERRA RESOURCES PARTNERS, LTD.,  
a Texas Limited Partnership

By: Camterra Resources, Inc., a Texas Corporation  
Its: Managing General Partner

By: Jeremy Spears  
Name: Jeremy Spears  
Its: Vice-President

CAMTERRA RESOURCES, INC.,  
a Texas Corporation

By: Jeremy Spears  
Name: Jeremy Spears  
Its: Vice-President

**ASSIGNEE:**

ELM GROVE HOLDINGS, LLC,

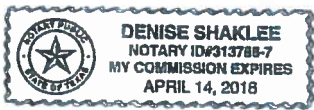
a Louisiana Limited Liability Company

By: John Kinnebrew  
Name: John Kinnebrew  
Its: Manager

STATE OF TEXAS §  
COUNTY OF HARRISON §

On this 14<sup>th</sup> day of August, 2017, before me the undersigned Notary Public in and for the County and State aforesaid, appeared Jeremy Spears to me personally known, who by me being duly sworn, did say, that he is the Vice-President of Camterra Resources, Inc., a Texas Corporation, the Managing General Partner of Camterra Resources Partners, Ltd., a Texas limited partnership, that as such Vice-President, he is duly authorized to execute the above and foregoing instrument on behalf of Camterra Resources, Inc., the Managing General Partner of Camterra Resources Partners, Ltd., and that the above and foregoing instrument was signed on behalf of said corporation and limited partnership by the authority of its Board of Directors and Partners, and the said Appearer acknowledged said instrument to be the free act and deed of said corporation and limited partnership.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

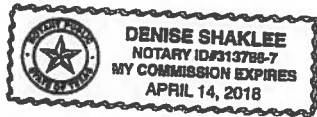


Denise Shaklee  
Notary Public in and for the State of Texas

STATE OF TEXAS §  
COUNTY OF HARRISON §

On this 14<sup>th</sup> day of August, 2017, before me the undersigned Notary Public in and for the County and State aforesaid, appeared Jeremy Spears to me personally known, who by me being duly sworn, did say, that he is the Vice-President of Camterra Resources, Inc., a Texas corporation, that as such Vice-President, he is duly authorized to execute the above and foregoing instrument on behalf of Camterra Resources, Inc., and that the above and foregoing instrument was signed on behalf of said corporation by the authority of its Board of Directors, and the said Appearer acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

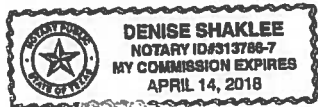


Denise Shaklee  
Notary Public in and for the State of Texas

STATE OF TEXAS §  
COUNTY OF HARRISON §

On this 14<sup>th</sup> day of August, 2017, before me the undersigned Notary Public in and for the County and State aforesaid, appeared John Kinnebrew to me personally known, who by me being duly sworn, did say, that he is the Manager of Elm Grove Holdings, LLC, a Louisiana Limited Liability Company, that as such Manager, he is duly authorized to execute the above and foregoing instrument on behalf of Elm Grove Holdings, LLC, and that the above and foregoing instrument was signed on behalf of said limited liability company by the authority of its Members, and the said Appearer acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Denise Shaklee  
Notary Public in and for the State of Texas

EXHIBIT "A-1"  
To  
ASSIGNMENT, BILL OF SALE AND CONVEYANCE  
By and Between  
Camterra Resources Partners, Ltd., as Assignor,  
And  
Elm Grove Holdings, LLC, as Assignee  
Lease Schedule

<u>LESSOR</u>	<u>LESSEE</u>	<u>DATE</u>	<u>REGISTRY #</u>	<u>WORKING INTEREST ASSIGNED TO ASSIGNEE AS A PERCENT OF 8/8THS</u>	<u>REVENUE INTEREST ASSIGNED TO ASSIGNEE AS A PERCENT OF 8/8THS</u>
Board of Supervisors of Louisiana State University and Agricultural and Mechanical College	Camterra Resources Partners, Ltd.	8/20/1999	1686281	95.153331%	70.651348%-applicable to oil and gas production from unit wells drilled and completed prior to 2/1/2014  70.413464%-applicable to oil and gas production from unit wells drilled after 2/1/2014

INSOFAR AND ONLY INSOFAR as such Lease covers all intervals, formation, strata and depths located above the stratigraphic equivalent of the log depth of 10,550 feet as shown on the log of the Camterra Resources, Inc. – Jeter "26" #1-H Well (Louisiana Office of Conservation Serial #241587 and API #17017349150000), with a surface location of 330' FSL and 660' FEL of Theoretical Section 23, Township 16 North, Range 13 West, Caddo Parish, Louisiana; and

INSOFAR AND ONLY INSOFAR as the above referenced Oil, Gas and Mineral Lease lies within the geographic boundaries of LCV RA SU 75, as defined by Louisiana Office of Conservation Order No. 361-E-105, dated June 24, 2003, encompassing all of Theoretical Section 19 and part of Irregular Section 30, Township 16 North, Range 12 West, Caddo Parish, Louisiana, and LCV RA SU 76, as defined by Louisiana Office of Conservation Order No. 361-E-70, dated effective August 13, 2002, and as redefined by Order No. 361-E-105, dated June 24, 2003, encompassing all of Theoretical Section 24 and a part of Irregular Sections 3 and 38, Township 16 North, Range 13 West, Caddo Parish, Louisiana.

The above described Lease is assigned subject to the terms and conditions of the following instruments:

EXHIBIT "A-1"  
To  
ASSIGNMENT, BILL OF SALE AND CONVEYANCE  
By and Between  
Camterra Resources Partners, Ltd., as Assignor,  
And  
Elm Grove Holdings, LLC, as Assignee  
Lease Schedule

- (a) That certain Partial Release of Oil, Gas and Other Liquid or Gaseous Minerals Lease dated February 6, 2002, recorded under Registry No. 1788291 of the Conveyance Records of Caddo Parish, Louisiana;
- (b) That certain Partial Release of Oil, Gas and Other Liquid or Gaseous Minerals Lease dated March 28, 2002, recorded under Registry No. 1796001 of the Conveyance Records of Caddo Parish, Louisiana;
- (c) Act of Clarification, Amendment and Ratification of Partial Release of Oil, Gas and Other Liquid or Gaseous Minerals Release with an effective date of August 20, 2001, recorded under Registry No. 2523205 of the Conveyance Records of Caddo Parish, Louisiana; and
- (d) That certain Assignment of Overriding Royalty Interest with an effective date of February 1, 2014, recorded under Registry No. 2523207 of the Conveyance Records of Caddo Parish, Louisiana.

Note: All the recording references are to the Conveyance Records of Caddo Parish, Louisiana



EXHIBIT "A-2"  
 To  
 ASSIGNMENT, BILL OF SALE AND CONVEYANCE  
 By and Between  
 Camterra Resources Partners, Ltd., as Assignor,  
 And  
 Elm Grove Holdings, LLC, as Assignee  
 Lease Schedule

<u>LESSOR</u>	<u>LESSEE</u>	<u>DATE</u>	<u>REGISTRY #</u>	<u>WORKING INTEREST ASSIGNED TO ASSIGNEE AS A PERCENT OF 8/8THS</u>	<u>REVENUE INTEREST ASSIGNED TO ASSIGNEE AS A PERCENT OF 8/8THS</u>
Board of Supervisors of Louisiana State University and Agricultural and Mechanical College	Camterra Resources Partners, Ltd.	9/12/2003	1891762	95.153331%	71.364990%-applicable to oil and gas production from unit wells drilled and completed prior to 2/1/2014  71.127114%-applicable to oil and gas production from unit wells drilled after 2/1/2014

INSOFAR AND ONLY INSOFAR as the above referenced Oil, Gas and Mineral Lease covers all intervals, formation, strata and depths located above the stratigraphic equivalent of the log depth of 10,550 feet as shown on the log of the Camterra Resources, Inc. – Jeter "26" #1-H Well (Louisiana Office of Conservation Serial #241587 and API #17017349150000), with a surface location of 330' FSL and 660' FEL of Theoretical Section 23, Township 16 North, Range 13 West, Caddo Parish, Louisiana; and

INSOFAR AND ONLY INSOFAR as the above referenced Oil, Gas and Mineral Lease lies within the geographic boundaries of (1) LCV RA SU 78, as defined by Louisiana Office of Conservation Order No. 361-E-70, dated effective August 13, 2002, and as redefined by Order No. 361-E-105, dated June 24, 2003, encompassing all of Theoretical Section 25 and part of Irregular Section 38, Township 16 North, Range 13 West, Caddo Parish, Louisiana, and (2) LCV RA SU 79, as defined by Louisiana Office of Conservation Order No. 361-E-70, dated effective August 13, 2002, and as redefined by Order No. 361-E-105, dated June 24, 2003, encompassing all of Theoretical Section 30, and part of Irregular Section 30, Township 16 North, Range 12 West, Caddo Parish, Louisiana.

The above described Lease is assigned subject to the terms and conditions of the following instrument:

EXHIBIT "A-2"  
To  
ASSIGNMENT, BILL OF SALE AND CONVEYANCE  
By and Between  
Camterra Resources Partners, Ltd., as Assignor,  
And  
Elm Grove Holdings, LLC, as Assignee  
Lease Schedule

- (a) Act of Partial Release of Oil, Gas and Other Liquid or Gaseous Minerals and Act of Clarification and Ratification of Oil, Gas and Other Liquid or Gaseous Minerals Lease with an effective date of September 12, 2005, recorded under Registry No. 2523206 of the Conveyance Records of Caddo Parish, Louisiana; and
- (b) That certain Assignment of Overriding Royalty Interest with an effective date of February 1, 2014, recorded under Registry No. 2523207 of the Conveyance Records of Caddo Parish, Louisiana.

Note: All the recording references are to the Conveyance Records of Caddo Parish, Louisiana

LSU Leases

**EXHIBIT "B"**  
 To  
**ASSIGNMENT, BILL OF SALE AND CONVEYANCE**  
 By and Between  
 Camterra Resources Partners, Ltd., as Assignor,  
 and  
 Elm Grove Holdings, LLC, as Assignee

**Schedule of Assigned Wellbores**

Well Serial	Well Name	Well Num	API Number	Operator	Theor. Section	Sec-Town-Rng
229655	LCV RA SU75;ARCH CHEM INC 19	001-ALT	17017335700000	Camterra Resources Inc.	19	030-16N-12W
233414	LCV RA SU75;ARCH CHEMICAL 19	002-ALT	17017338680000	Camterra Resources Inc.	19	030-16N-12W
239010	LCV RA SU75;ARCH CHEMICAL 19	003-ALT	17017339720000	Camterra Resources Inc.	19	030-16N-12W
223952	LCV RA SU75;CUPPLES 19	1	17017330090000	Camterra Resources Inc.	19	030-16N-12W
231519	LCV RA SU75;CUPPLES 19	002-ALT	17017337540000	Camterra Resources Inc.	19	030-16N-12W
232047	LCV RA SU75;CUPPLES 19	003-ALT	17017338350000	Camterra Resources Inc.	19	030-16N-12W
232710	LCV RA SU75;CUPPLES 19	006-ALT	17017339250000	Camterra Resources Inc.	19	030-16N-12W
235068	LCV RA SU75;LIEBER 19	001-ALT	17017341910000	Camterra Resources Inc.	19	030-16N-12W
239257	LCV RA SU75;LIEBER 19	002-ALT	17017346930000	Camterra Resources Inc.	19	030-16N-12W
229138	LCV RA SU75;TENSAS-DELTA 19	001-ALT	17017335390000	Camterra Resources Inc.	19	030-16N-12W
224317	CV RA SU93;JOHN PLACE 24	1	17017330300000	Camterra Resources Inc.	24	038-16N-13W
230967	LCV RA SU78;CUPPLES 24	001-ALT	17017338740000	Camterra Resources Inc.	24	003-16N-13W
229077	LCV RA SU78;FRANKS 24	1	17017335350000	Camterra Resources Inc.	24	003-16N-13W
230390	LCV RA SU78;FRANKS 24	002-ALT	17017338280000	Camterra Resources Inc.	24	003-16N-13W
229549	LCV RA SU78;FRANKS 24	003-ALT	17017335630000	Camterra Resources Inc.	24	003-16N-13W
231865	LCV RA SU78;FRANKS 24	004-ALT	17017338070000	Camterra Resources Inc.	24	003-16N-13W
230919	LCV RA SU78;FRANKS 24	005-ALT	17017336690000	Camterra Resources Inc.	24	003-16N-13W
230866	LCV RA SU78;JOHN PLACE 24	002-ALT	17017336580000	Camterra Resources Inc.	24	038-16N-13W
231781	LCV RA SU78;JOHN PLACE 24	003-ALT	17017338000000	Camterra Resources Inc.	24	038-16N-13W
237996	CV RA SU100;SORENSEN 25	002-ALT	17017345670000	Camterra Resources Inc.	25	038-16N-13W
231360	LCV RA SU78;LIEBER 25	002-ALT	17017337370000	Camterra Resources Inc.	25	003-16N-13W
228750	LCV RA SU78;SORENSEN 25	1	17017335250000	Camterra Resources Inc.	25	038-16N-13W
238933	CV RA SU101; LIEBER 30	002-ALT	17017346580000	Camterra Resources Inc.	30	030-16N-12W
232283	LCV RA SU75; ARCH CHEMICAL 19	002-ALT	17017338660000	Camterra Resources Inc.	19	030-16N-12W
234167	LCV RA SU75; ARCH CHEMICAL 19	003-ALT	17017339720000	Camterra Resources Inc.	19	030-16N-12W
234116	LCV RA SU75; ARCH CHEMICAL 19	004-ALT	17017340980000	Camterra Resources Inc.	19	030-16N-12W
229686	LCV RA SU79;CROW 30	001-ALT	17017335740000	Camterra Resources Inc.	30	030-16N-12W
230191	LCV RA SU79;FRIERSON 30	006-ALT	17017336210000	Camterra Resources Inc.	30	030-16N-12W
230213	LCV RA SU79;HINTON 30	001-ALT	17017336340000	Camterra Resources Inc.	30	030-16N-12W
228517	LCV RA SU79;LIEBER 30	1	17017335180000	Camterra Resources Inc.	30	030-16N-12W
229783	LCV RA SU79;LIEBER 30	003-ALT	17017335840000	Camterra Resources Inc.	30	030-16N-12W
229776	LCV RA SU79;MANISCALCO 30	001-ALT	17017335830000	Camterra Resources Inc.	30	030-16N-12W
240461	LIEBER 19	003	17017348030000	Camterra Resources Inc.	19	030-16N-12W
241811	LIEBER 30	002	17017349340000	Camterra Resources Inc.	30	030-16N-12W

All Wellbores and all Theoretical and Irregular Sections referenced above are located in Caddo Parish, LA



**Request from LSU Health Sciences Center – New Orleans to Approve the Donation of Property at 526 South Roman Street (Lot 27, Square 440, First District) New Orleans, Louisiana**

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

**Date: February 2, 2018**

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

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

**1. Summary of the Matter**

The LSU Health Sciences Center – New Orleans in support of its mission, wishes to accept a donation of property being offered by the LSU Health Foundation. The property is located at **526 South Roman Street, New Orleans, LA 70112** and legally identified as **Lot 27, Square 440, First Municipal District, City of New Orleans, State of Louisiana**.

The property is adjacent to the LSUHSC-NO campus and within the scope of its Master Plan as part of the nine-block area that is the focus of an ongoing land acquisition project. This transaction advances LSUHSC-NO’s effort to improve campus security and to construct future academic buildings. Previously, the Board of Supervisors at its December 9, 2016 meeting approved the purchase of several other privately owned (i.e. not State owned) parcels within this same city block (Square 440).

**2. Review of Business Plan**

Not Applicable.

**3. Fiscal Impact**

The acceptance of this donation will increase the property holdings of the Board of Supervisors in the LSUHSC-NO downtown campus area at no cost to the State. The most recent appraisal was completed in September 2013 and estimated the value of the property at \$163,000. The LSU Health Foundation is valuing the donation at the actual price paid for the property on August 31, 2016 of \$187,000.

**4. Description of Competitive Process**

Not Applicable.

**5. Review of Legal Documents**

Appropriate legal documents are attached and have been presented for review by the Office of the General Counsel.

**6. Parties of Interest**

Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, LSU Health Sciences Center – New Orleans and the LSU Health Foundation New Orleans

## **7. Related Transactions**

Attached are copies of the Document Recordation Information for the purchase of the property by the LSU Health Foundation – New Orleans

## **8. Conflicts of Interest**

Not Applicable.

## **ATTACHMENTS**

- I. Transmittal Letter from Chancellor Hollier
- II. Site Map – 526 South Roman Street Location
- III. Document Recordation Information with Parish of Orleans Clerk of Court of Sale of Property from previous owner to the LSU Health Foundation-New Orleans
- IV. Document Recordation Information with Parish of Orleans Clerk of Court of Correction to Sale of Property from previous owner to the LSU Health Foundation-New Orleans

## **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize F. King Alexander, President of Louisiana State University, or his designee, to execute an Act of Donation and Acceptance between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and the LSU Health Foundation – New Orleans for property located at 526 South Roman Street, New Orleans, LA 70112.

**BE IT FURTHER RESOLVED** that F. King Alexander, President of Louisiana State University, or his designee, is authorized to include in said Act of Donation and Acceptance such terms and conditions as he deems in the best interest of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.



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

January 12, 2018

F. King Alexander  
President, LSU A&M College

RE: Agenda Item for Board of Supervisors

Attached for your review is a resolution to approve a proposed Acceptance of Donation from the LSU Health Foundation of a property located at 526 South Roman Street (Lot 27, Square 440, First District), which is adjacent to our Medical Education Building (MEB).

The most recent appraisal was completed on September 2013. The value of the property at that time was estimated at \$163,000 (copy attached). The Foundation is valuing the donation at the actual price paid on August 31, 2016 of \$187,000.

It is requested that the resolution and accompanying documents be forwarded to the Board of Supervisors for placement in their February 2018 meeting agenda.

Please do not hesitate to contact me should you require additional information.

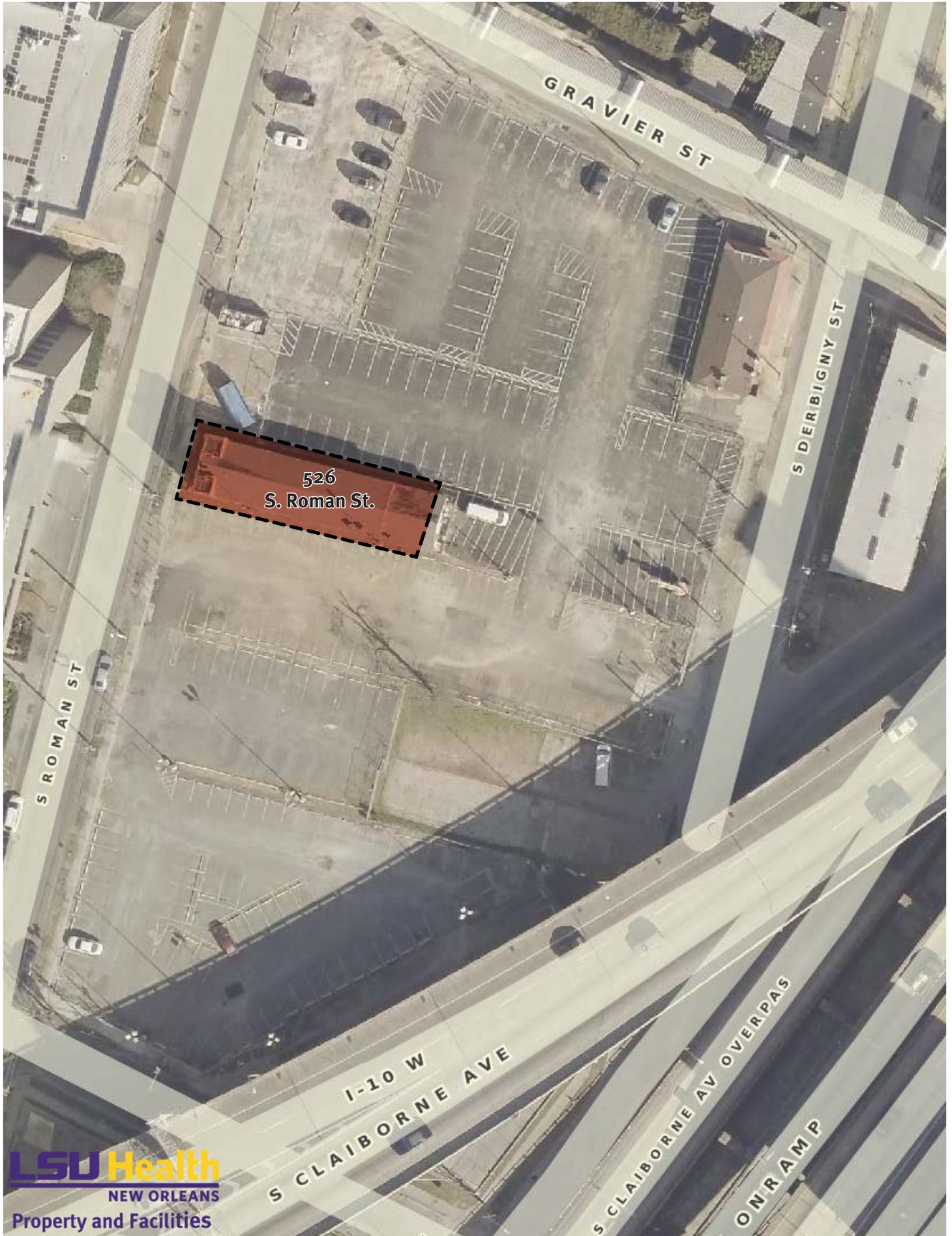
Regards,

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

Larry Hollier, MD  
Chancellor

# Square 440 New Orleans, LA

526 South Roman Street Location



1340 Poydras Street, 4th Floor  
New Orleans, Louisiana 70112

Telephone (504) 407-0005



Chelsey Richard Napoleon  
Chief Deputy Clerk

Land Records Division

**Hon. Dale N. Atkins**  
Clerk of Court and Ex-Officio Recorder  
Parish of Orleans

DOCUMENT RECORDATION INFORMATION

Instrument Number: 2016-38735

Recording Date: 9/26/2016 11:01:52 AM

Document Type: SALE

Addl Titles Doc Types:

Conveyance Instrument Number: 606364

Filed by: FOUR POINST TITLE LLC  
3540 S 1-10 SWERVICE RD  
STE 100  
METAIRIE, LA 70001

THIS PAGE IS RECORDED AS PART OF YOUR DOCUMENT AND  
SHOULD BE RETAINED WITH ANY COPIES.



FILED BY: FOUR POINTS TITLE, LLC  
3540 S. I-10 SERVICE RD WEST, STE 100  
METAIRIE, LA 70001  
(504) 454-1744  
FILE NUMBER FP264-16/

ACT OF CASH SALE

BE IT KNOWN, that on this 31st day of August, 2016, before me, the undersigned, a Notary Public, duly commissioned in the Parish of Jefferson and qualified for the State of Louisiana, and in the presence of the undersigned competent witnesses, personally came and appeared:

MY TRUONG (xxx-xx-4723) wife of/and TRUNG T. TRAN (xxx-xx-7831), both persons of the full age of majority, residents of and domiciled in the Parish of Jefferson, State of Louisiana, who declared that they have been married but once and then to each other and that they are living and residing together in lawful wedlock, and who further declared that their mailing address is 1809 Lafayette Street, Gretna, LA 70053 (Vendor),

who, being by me first duly sworn, declared that Vendor does, by these presents grant, bargain, sell, convey, transfer, set over, assign, abandon and deliver, with all legal warranties and with full substitution and subrogation in and to all rights and actions of warranty which Vendor has or may have against all preceding owners and vendors, unto:

LSU HEALTH SCIENCES CENTER FOUNDATION, a non-profit corporation organized and existing under the laws of the State of Louisiana, domiciled in the Parish of Orleans, appearing herein through and represented herein by Chad Leingang, its President and CEO, duly authorized to act herein by virtue of a resolution of the Board of Directors of said corporation, a certified copy of which is annexed hereto, whose mailing address is 2000 Tulane Avenue, 4th Floor, New Orleans, LA 70112 (Purchaser),

here present and accepting, purchasing for Purchaser, Purchaser's successors, heirs and assigns, and acknowledging due delivery and possession thereof, all and singular the following described property, to-wit:

A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances, and advantages thereunto belonging or in anywise appertaining, situated in the FIRST DISTRICT of the CITY OF NEW ORLEANS in SQUARE NO. 440, bounded by South Roman, South Derbigny, Perdido and Gravier Streets, designated as LOT NO. 27 on the blue print of survey made by Gilbert & Kelly, surveyors, annexed to act of purchase by the Suburban Building & Loan Association; according thereto, said lot commences 193 feet from the corner of Gravier and S. Roman Streets, and measures 30 feet front on South Roman Street, same width in the rear, by a depth between equal and parallel lines of 119 feet 9 inches and 4 lines. And all as is more fully shown on survey by Gilbert, Kelly & Couturie, Inc., dated March 24, 1997, copy annexed hereto.

The improvements thereon bear the Municipal No. 526 South Roman Street, New Orleans, Louisiana 70112.

Being the same property acquired by My Truong wife of/and Trung T. Tran by an Act of Cash Sale dated April 18, 1997, registered as CIN 138462.

To have and to hold the Property unto Purchaser, Purchaser's successors, heirs and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of One Hundred Eighty-Seven Thousand and 00/100 (\$187,000.00) DOLLARS cash, which Purchaser has well and truly paid, in ready and current money, to Vendor, who hereby acknowledges the sufficiency and receipt thereof and grants full acquittance and discharge therefor.

The Property is sold subject to any and all applicable covenants, conditions, restrictions, servitudes, rights of way, outstanding mineral interests and other matters which may appear in the chain of title of title or elsewhere in the public records of Orleans Parish, Louisiana, the reference to or enumeration of which shall not serve to interrupt or revive prescription thereon, recognize the validity thereof, or acknowledge, ratify or confirm same.

INST # : 2016-3073  
CLERK: Date N. Atkins  
TYPE: 8 & PG(S)  
CIN# : 606364  
11:01:52 AM  
COURT  
DISTRICT  
CIVIL  
COPY

All ad valorem taxes due the City of New Orleans up to and including the taxes due and payable in the year 2016 have been paid and have been prorated through the date of this transaction. The responsibility for the adjustment of any tax proration is assumed by Vendor and Purchaser. The responsibility for the application for a homestead exemption and/or the payment of taxes due in the year 2017 and all future years is assumed by Purchaser.

Vendor and Purchaser acknowledge that the Conveyance and Mortgage Certificates are open, undated and unsigned and relieve and release FOUR POINTS TITLE, LLC, its members, managers, officers, agents and employees and the undersigned Notary Public from any and all responsibility in connection therewith. Vendor and Purchaser waive the production of Mortgage, Conveyance and Tax Research Certificates and relieve and release FOUR POINTS TITLE, LLC, its members, managers, officers, agents and employees and the undersigned Notary Public from any and all responsibility in connection with the non-production of same.

Vendor and Purchaser acknowledge that a current survey has not been produced in connection with this transaction and relieve and release FOUR POINTS TITLE, LLC, its members, managers, officers, agents and employees and the undersigned Notary Public from any and all responsibility for fence misalignments, servitudes, rights of way, encroachments, discrepancies in dimensions, rights of parties in possession and any and all other matters which might be disclosed on a current survey.

Vendor and Purchaser covenant and agree that the Property and all buildings, improvements and component parts thereon, and plumbing, electrical systems, mechanical equipment, heating and air conditioning systems, built-in appliances and all other items located on or in the Property are conveyed by Vendor and accepted by Purchaser "AS IS, WHERE IS," and "WITH ALL FAULTS," without any warranty of any kind whatsoever, even as to metes and bounds, the operation or suitability of such property for the use intended by purchaser, and without regard to the presence of apparent or hidden defects and with purchaser's full and complete waiver of any and all rights for the return of all or any part of the purchase price by the reason of any such defects. Purchaser acknowledges and declares that neither vendor nor any party whomsoever, acting or purporting to act in any capacity whatsoever on behalf of vendor, has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, and upon which purchaser has relied, concerning the existence or non-existence of any quality, characteristic or condition of the property. Without limiting the foregoing, purchaser acknowledges and declares that neither vendor nor any party whomsoever, acting or purporting to act in any capacity whatsoever on behalf of vendor, has made any representation or warranty as to, and purchaser expressly waives any warranty as to: (a) the quality, nature, adequacy or physical condition of the property including, but not limited to, the structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities or the electrical, mechanical, hvac, plumbing, sewage or utility systems, facilities or appliances at the property, if any; (b) the quality, nature, adequacy or physical condition of soils, sub-surface support or ground water at the Property; (c) the existence, quality, nature, adequacy or physical conditions of any utilities serving the property, or access thereto; (d) the development potential of the Property or its habitability, marketability, fitness, suitability or adequacy for any particular purpose; (e) the zoning classification, use or other legal status of the Property; (f) the property's, or its operations' compliance with any applicable codes, laws, regulations, statutes, ordinances, covenants, setback requirements, conditions or restrictions of any governmental or quasi-governmental entity or of any other person or entity; (g) the quality of any labor or materials relating in any way to the property; or (h) the nature, status and extent of any right of way, servitude, lease, right of redemption, possession, lien, encumbrance, license, reservation, covenant, condition, restriction or any other matter affecting title to the Property. Purchaser has had full, complete and unlimited access to the property for all tests and inspections which Purchaser, in Purchaser sole discretion, deems sufficiently diligent for the protection of Purchaser's interests. Purchaser expressly waives the warranty of fitness and the warranty against redhibitory vices and defects, whether apparent or latent, imposed by LSA - C.C. art. 2475, any other applicable state or federal law and the jurisprudence thereunder. Purchaser also waives any rights it may have in redhibition or to a reduction of the purchase price pursuant to LSA - C.C. arts. 2520 through 2548, inclusive, in connection with the property. Purchaser declares and acknowledges that these waivers have been brought to Purchaser's attention and explained in detail and that Purchaser has voluntarily and knowingly consented to these waivers. By its signature, purchaser expressly acknowledges all such waivers. Without limiting the foregoing, purchaser releases Vendor from any and all claims, demands, causes of action, judgments, losses, damages, liabilities, costs and expenses (including attorney's fees whether suit is instituted or not), whether known or unknown, liquidated or contingent (claims) arising from or related to (a) any defects, errors or omissions in the design or construction of the property, whether the same are a result of negligence or otherwise; (b) other conditions (including environmental conditions) affecting the property, patent or latent, whether the same are as a result of negligence or otherwise; (c) Purchaser's ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy or other licenses for the use or operation of the property and/or certificates of compliance for the property; (d) the actual or potential income or profits to be derived from the Property; or (e) the real estate taxes or assessments now or hereafter payable thereon. The release set forth in this paragraph specifically includes any claims under any environmental laws, under the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.), or with respect to any environmental risk. "Environmental laws" include without limitation, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.), the Emergency Planning and Community Right to Know Act (42 U.S.C. §110, et seq.), the Clean Air Act (42 U.S.C. §7401, et seq.), the Clean Water Act (33 U.S.C. §1251 et seq.), the Toxic Substances Control Act (15 U.S.C. §260,1 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §1801, et seq.), the Occupational Safety and Health Act (29 U.S.C. §651, et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §136, et seq.), the Safe Drinking Water Act (42 U.S.C. §300, et seq.), the Comprehensive Environmental Response,


Compensation and Liability Act of 1980 (42 U.S.C. §9601, et seq.), the Louisiana Environmental Quality Act (LSA -R. S. 30:2001, et seq.) and the Superfund Amendment and Reauthorization Act, as any of the same may be amended from time to time, and any state or local law dealing with environmental matters, and any regulation, order, rule, procedure, guideline and the like promulgated in connection therewith, regardless of whether the same are in existence on the date of this act. "Environmental risk" consists of any risk to persons or the environment, including without limitation (a) the presence of any friable, damaged asbestos upon the property; and/or (b) the release or discharge of any "hazardous substance" or "hazardous waste" (as defined by any environmental laws) onto or from the property of such a nature or to such an extent as to require clean-up under applicable law.

LSU HEALTH SCIENCES CENTER  
FOUNDATION


  
BY: CHAD LEINGANG, President and CEO

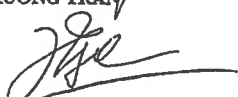
THUS DONE AND PASSED in my office in Metairie, Jefferson Parish, Louisiana, on the day, month and year herein above first written, in the presence of the undersigned competent witnesses, who hereunto sign their names with Vendor and Purchaser and me, Notary Public, after due reading of the whole.

WITNESSES:

  
PRINT NAME: Kirk Destatte

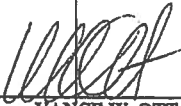
  
PRINT NAME: DANG VO

  
MY TRUONG TRAN

  
TRUNG T. TRAN

LSU HEALTH SCIENCES CENTER  
FOUNDATION

  
By: CHAD LEINGANG, President and CEO

  
VANCE W. OTT  
NOTARY PUBLIC  
L.D. # 53763



Producer: Four Points Title, LLC  
3540 S. I-10 Service Road West, Ste. 100  
Metairie, LA 70001  
Lic. # 543604  
Underwriter: Fidelity National Title Insurance Company  
Attorney: Vance W. Ott, Bar Roll # 24588

2017-43393 Page 3 of 3

1340 Poydras Street, 4th Floor  
New Orleans, Louisiana 70112

Telephone (504) 407-0005



Chelsey Richard Napoleon  
Chief Deputy Clerk

Land Records Division

**Hon. Dale N. Atkins**  
Clerk of Court and Ex-Officio Recorder  
Parish of Orleans

DOCUMENT RECORDATION INFORMATION

Instrument Number: 2017-43393

Recording Date: 11/8/2017 04:24:41 PM

Document Type: ACT OF CORRECTION

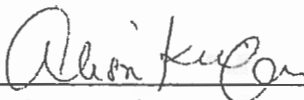
Addtl Titles Doc Types:

Conveyance Instrument Number: 628186

Filed by: FOUR POINTS  
3540 SOUTH I-10 SERVICE RD WEST  
STE 100  
METAIRIE, LA 70001

THIS PAGE IS RECORDED AS PART OF YOUR DOCUMENT AND  
SHOULD BE RETAINED WITH ANY COPIES.



  
Allison Kiefer, Deputy Clerk  
A True and Correct Copy  
Hon. Dale N. Atkins, Clerk, Civil District Court

ACT OF CORRECTION TO AN \* UNITED STATES OF AMERICA
ACT OF SALE \* STATE OF LOUISIANA
\* PARISH OF JEFFERSON
\*\*\*\*\*

BE IT KNOWN, that on this 18th day of October in the year of Our Lord, two thousand seventeen;

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified within and for the State and Parish aforesaid;

PERSONALLY CAME AND APPEARED:

VANCE W. OTT

who, pursuant to the provisions of La. 35:2.1 (1950) declared that she was the Notary on the Act of Cash Sale dated August 31, 2016, between My Truong wife of/and Trung T. Tran (seller) and LSU Health Sciences Center Foundation (buyers), recorded at Conveyance Instrument Number 606364, Orleans Parish, against the following described property to-wit:

LOT 27, SQUARE 440
IMPROVEMENTS THEREON BEAR THE MUNICIPAL ADDRESS:
526 SOUTH ROMAN STREET, NEW ORLEANS, LA 70112

Appearer declared that an error was made on page 1 of the Act of Cash Sale; whereas the legal description read as follows:

A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances, and advantages thereunto belonging or in anywise appertaining, situated in the FIRST DISTRICT of the CITY OF NEW ORLEANS in SQUARE NO. 440, bounded by South Roman, South Derbigny, Perdido and Gravier Streets, designated as LOT NO. 27 on the blue print of survey made by Gilbert & Kelly, surveyors, annexed to act of purchase by the Suburban Building & Loan Association; according thereto, said lot commences 193 feet from the corner of Gravier and S. Roman Streets, and measures 30 feet front on South Roman Street, same width in the rear, by a depth between equal and parallel lines of 119 feet 9 inches and 4 lines.

And all as is more fully shown on survey by Gilbert, Kelly & Couturie, Inc., dated March 24, 1997, copy annexed hereto.

The improvements thereon bear the Municipal No. 526 South Roman Street, New Orleans, Louisiana 70112.

Now, therefore, in order to reform said document to correct said error and in view of the foregoing, and for the same consideration originally recited, the appearer does hereby reform and correct the legal description in the aforementioned Act of Cash Sale dated August 31, 2016, between My Truong wife of/and Trung T. Tran (seller) and LSU Health Sciences Center Foundation (buyers), recorded at Conveyance Instrument Number 606364, Orleans Parish, Louisiana to read as follows:

A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances, and advantages thereunto belonging or in anywise appertaining, situated in the FIRST DISTRICT of the CITY OF NEW ORLEANS in SQUARE NO. 440, bounded by South Roman, South Derbigny, Perdido and Gravier Streets, designated as LOT NO. 27 on the blue print of survey made by Gilbert & Kelly, surveyors, annexed to act of purchase by the Suburban Building & Loan Association; according thereto, said lot commences 193 feet from the corner of Gravier and S. Roman Streets, and measures 30 feet front on South Roman Street,

FP233-17

Hon. Dale N. Atkins
CLERK OF CIVIL DISTRICT COURT
INST #: 2017-43393 11/09/2017 04:24:41 PM
TYPE: ROC 3 PG(S)

CIN: 628186



same width in the rear, by a depth between equal and parallel lines of 119 feet 9 inches and 4 lines.

And all as is more fully shown on survey by Gilbert, Kelly & Couturie, Inc., dated March 24, 1997, copy annexed to an act registered at CIN 138462.

The improvements thereon bear the Municipal No. 526 South Roman Street, New Orleans, Louisiana 70112.

That in view of the foregoing, the Recorder of Conveyances in and for the Parish of Orleans is hereby authorized and requested to make mention of this Act of Correction in the margin of the records at the recorded at Conveyance Instrument Number 606364, Orleans Parish, to serve as occasion may require.

THUS DONE AND SIGNED in my office on the day, month and year first hereinabove written in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearer and me, Notary, after reading of the whole.

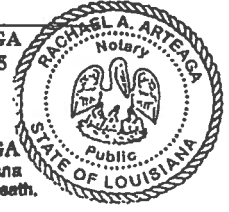
WITNESSES:

Lindsay Seelwica  
LINDSAY SEELWICA

Breï Delahoussaye  
Breï Delahoussaye

Vance W. Ott  
VANCE W. OTT

Rachel A. Arteaga  
RACHEL A. ARTEAGA  
NOTARY ID #133485



RACHAEL A. ARTEAGA  
BAR #34426, State of Louisiana  
My commission expires at my death.



**Request from LSU A&M to Approve Separation Agreement with  
Coach Mathew R. Canada, Assistant Coach Football**

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

**Date: February 2, 2018**

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

A.11.c. Appointments and all other personnel actions relating to Coaches other than Head Coaches with a salary of \$250,000 or above.

**1. Summary of the Matter**

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

		Current	Proposed	Notes
<i>Basic</i>	Term Ends	3/31/2020	1/10/2018	
	Base Salary	\$ 500,000	\$ -	
	Supplemental Media Comp	\$ 1,000,000	\$ -	
<i>Incentive</i>	Post-Season (max)	\$ 125,000	\$ -	
	Coach of the Year	\$ 25,000	\$ -	
	Academic (max)	\$ -	\$ -	
<i>Benefits</i>	Automobile	\$ 9,600	\$ -	
	Club Membership	Yes	-	
	Other			
<b>Total Certain Compensation</b>		<b>\$ 1,500,000</b>	<b>\$ 1,700,000</b>	<b>a</b>

Notes:

- a. The University agrees to pay Canada the lump sum of \$1,000,000 on or before January 31, 2018. The University also agrees to pay Canada \$700,000 in twenty equal monthly installments of \$35,000 per month, with the first installment paid on or before the last day of each subsequent month (with the final installment paid on or before September 30, 2019).

**2. Review of Business Plan**

Not applicable.

**3. Fiscal Impact**

The Athletic Department currently expects that all funds relating to this separation agreement will be paid from revenues generated by the Athletic Department. While authorized by the agreement, it is not expected that any foundation dollars will be needed to provide for any of the supplemental compensation. No state general fund or tuition dollars are used.

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

The Office of General Counsel has reviewed the proposed contract.

## **ATTACHMENTS**

- I. Separation Agreement: Mathew R. Canada, Assistant Coach Football

## **RECOMMENDATION:**

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

## **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes Dr. F. King Alexander, President, or his designee, to sign the separation agreement of Assistant Coach Mathew R. Canada as described in this item, and to include in such contracts any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.



SEPARATION AGREEMENT

This Separation Agreement (this "Agreement") is entered into by and between:

**THE BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL COLLEGE**, a body corporate existing under the Constitution and laws of the State of Louisiana, represented herein by its duly authorized Director of Athletics, Joseph Alleva ("**University**"); and

**MATHEW R. CANADA**, an individual resident of the State of Louisiana ("**Canada**").

**University** and **Canada** are sometimes referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS AND BACKGROUND

WHEREAS, the University and Canada are parties to an "Employment Contract" effective December 29, 2016, by which University has employed Canada as Assistant Coach and Offensive Coordinator of the LSU football program (as supplemented and/or amended, the "Employment Contract");

WHEREAS, the Employment Agreement includes certain provisions concerning rights and responsibilities of the Parties with respect to termination of Canada's employment with the University;

WHEREAS, the University and Canada have mutually agreed to terminate Canada's employment by University as of January 10, 2018;

WHEREAS, the University and Canada have agreed that the Employment Agreement shall be terminated and that Canada shall separate from employment with University in accordance with the terms and conditions set forth in this Agreement rather than the terms and conditions of the Employment Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

University: \_\_\_\_\_

Canada: \_\_\_\_\_


AGREEMENT

**Section 1. Termination of Employment Agreement.**

- A. The University and Canada agree that Canada's employment with the University shall terminate effective January 10, 2018 ("Effective Date").
- E. On the Effective Date, the Employment Agreement shall terminate for all purposes and shall be of no further force or effect, and neither the University nor Canada shall have further rights or obligations under the Employment Agreement. Canada agrees that he has been paid all monies due him from the University as wages, compensation, bonuses, benefits, and all other entitlements in respect of his employment on or prior to the Effective Date, other than any final amount due to him in accordance with any unpaid compensation (which will be deemed to include his bowi bonus earned and accrued but not yet paid) he has earned through the Effective Date, which will be paid to Canada on the University's next standard payroll date. It is expressly agreed that the medical benefits granted to Canada through the Employment Agreement shall cease no earlier than February 1, 2018.

**Section 2. Payments to Canada After Effective Date.**

- A. The University agrees to pay Canada the lump sum of \$1,000,000.00 on or before January 31, 2018.
- B. The University agrees to pay Canada \$700,000.00 in twenty (20) equal monthly installments of \$35,000.00 per month, with the first installment paid on or about February 28, 2018, and subsequent installments paid on or before the last day of each subsequent month (with the final installment paid on or before September 30, 2019). The University shall have the right to accelerate any or all of these installment payments, in its sole discretion.
- C. Canada understands and agrees that the payments made to him under this Section 2 shall not be considered salary for retirement purposes and that the University shall not make retirement contributions on these payments. However, the payments are subject to all withholding and reporting required by applicable state and federal law as amended or enacted from time to time. Except as expressly set forth in this Agreement, Canada is not entitled to any payment or form of compensation or benefit from the University, including any salary, supplemental compensation, fringe benefits, or other severance or termination benefits.

University: 

Canada: 

- D. The payments due under this Section 2 shall not be subject to reduction, offset, mitigation or extinguishment by any compensation Canada earns or is entitled earn to from other sources, including payments from future employer(s).
- E. In the event of Canada's death prior to completion of the payments due him under this Section 2, the University shall deliver the remaining payments under this Section 2 to the executor or administrator of his estate upon presentation of satisfactory proof of letters testamentary or letters of administration issued by a court of competent jurisdiction. Any delay in delivery of payments pending receipt of that proof shall not be deemed a breach of the University obligations under this Section 2.

**Section 3. Responsibility for Taxes.**

- A. Canada agrees to bear sole responsibility for any and all direct or indirect tax consequences of the payments provided to him under this Agreement.

**Section 4. Non-Interference and Non-Discouragement.**

Canada covenants and agrees that he shall not:

- A. Interfere in any way with the activities of the University's football team or Athletics Department and shall not discourage the staff or current members of the football team from cooperating in the transition to a new Offensive Coordinator, or from performing their duties to the best of their abilities; or
- B. Interfere with or discourage student-athletes who have signed national letters of intent to enroll at the University.

**Section 5. Non-Disparagement.**

- A. Canada agrees not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, including but not limited to any statements made via traditional media, social media, on websites or blogs, that defame, disparage or in any way criticize the reputation, practices, or conduct of the University or any of its employee or representatives, including specifically all employees of the Athletics Department and football program. This non-disparagement obligation extends but is not limited to Canada's communications with student-athletes and prospective student-athletes. Canada further understands and agrees that this paragraph is a material provision of this Agreement and that any breach of this paragraph shall be a material breach of this Agreement, and that the University would be irreparably harmed by violation of this provision.

University: 

Canada: 

- B. The University agrees not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, including but not limited to any statements made via traditional media, social media, on websites or blogs, that defame, disparage or in any way criticize the reputation, practices, or conduct of Canada, his representatives or his family members. This non-disparagement obligation extends but is not limited to the University's communications with student-athletes and prospective student-athletes. The University further understands and agrees that this paragraph is a material provision of this Agreement and that any breach of this paragraph shall be a material breach of this Agreement, and that Canada would be irreparably harmed by violation of this provision.
- C. Should either Party violate the provisions of this Section 5, the other Party shall have the right to seek injunctive relief and damages, without the necessity of posting security.

**Section 6. Cooperation with Respect to NCAA Matters.**


Canada covenants and agrees that he shall fully cooperate with the University with respect to any NCAA investigation, proceeding, or hearing relating to or directly or indirectly arising out of (a) Canada's activities as an assistant football coach of the University, or (b) the operations or activities of the University's Athletics Department, football team, coaches, or staff members during the period of Canada's employment with the University.

**Section 7. Return of University Property.**

Within ten (10) business days of the Effective Date, Canada shall complete the University's standard exit procedures, including return of all University property, including keys, University ID, mobile telephones, PDAs, computers, credit cards, calling cards, and any other University property in his possession. Canada shall return his courtesy vehicle(s) on or before January 25, 2018.

**Section 8. Release and Waiver of Claims.**

- A. Canada irrevocably and unconditionally releases and discharges the University, its current and former Board members, President, officers, employees, agents, representatives, successors, assigns, and related entities ("Released Parties") from any and all causes of action, suits, claims, liabilities, damages, demands, costs, attorney's fees, agreements, promises, rights, obligations, equities, actions and legal theories of whatever kind, in law or in equity, in contract or tort or public policy, both known and unknown, suspected and unsuspected, disclosed and undisclosed, actual and

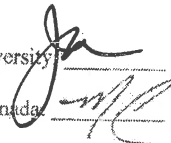
University: 

Canada: 

consequential, specific and general, however denominated ("Claim" or "Claims"), that Canada or his heirs, executors, administrators, successors and assigns ever had, now have, or may have against the Released Parties arising directly or indirectly out of or in any way related to the following: (i) his employment with the University; (ii) termination of his employment with the University; and (iii) any act or omission of any of the Released Parties that occurred prior to the Effective Date.

- B. The release set forth in Section 8.A expressly covers, but is not limited to, any claims that Canada may possess, or may have raised, under any state or federal law prohibiting discrimination in employment on the basis of sex (including sexual harassment), race, age, disability, handicap, national origin, ancestry, religion, sexual orientation, marital status, parental status, source of income, or any other basis in violation of any city, local, state or federal laws, ordinances, executive orders, regulations or constitutions, or that the University otherwise violated any city, local, state, or federal laws, ordinances, executive orders, regulations or constitutions, including Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e et seq., the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §201 et seq., the Family and Medical Leave Act, 29 U.S.C. §2601 et seq., the Americans with Disabilities Act of 1990, 42 U.S.C. §12101 et seq., the Equal Pay Act, 29 U.S.C. §206(d), and the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §621 et seq. ("ADEA"), and/or their Louisiana state law counterparts, if any, including, but not limited to, La. R.S. 23:1021, et seq. (Louisiana Workers' Compensation Law), La. R.S. 42:1169 and La. R.S. 23:967, and Civil Code Articles 2315 and 1934, and/or any other state or federal statute, law or regulation. This Agreement shall operate as a full accord and satisfaction of all claims and causes of action which were, or could have been, raised by Canada, including but not limited to all claims for back pay, front pay, reinstatement, general damages, special damages, compensatory damages, monetary damages, and any other fees or expenses, including but not limited to attorney's fees and costs.
- C. With respect to any Claims released by Canada under Section 8.A or 8.B, Canada understands and acknowledges that: (i) he is making a knowing and voluntary waiver or any claims he might have with respect to the termination of his employment with the University; and (ii) the University hereby expressly advises him in writing to consult with an attorney prior to executing this Agreement, and that he has consulted with an attorney prior to executing this Agreement.
- D. University irrevocably and unconditionally discharges Canada or his heirs, executors, administrators, successors and representatives from any and all causes of actions, suits, claims, liabilities, damages, demands, costs, attorney's fees, agreements, promises, rights, obligations, equities, actions and legal theories of

University  
Canada



whatever kind, in law or in equity, in contract or tort or public policy, both known and unknown, suspected and unsuspected, disclosed and undisclosed, actual and consequential, specific and general, however denominated ("Claim" or "Claims"), that University ever had, now has, or may have against Canada or his heirs, executors, administrators, successors or representatives arising directly or indirectly out of or in any way related to the following: (i) his employment with the University; (ii) termination of his employment with the University; and (iii) any act or omission of Canada that occurred prior to the Effective Date.

**Section 9. Official Announcement.**


- A. University agrees to release this transaction on its official athletics website as a featured story with the title "LSU and Matt Canada reach mutual agreement to part ways" and tweet a link from @LSUfootball using the verbiage "LSU and Matt Canada reach mutual agreement to part ways" to this featured story to make the official announcement. University agrees this will be the only vehicle to make the official announcement. The intent is to release the news only via @LSUfootball and on the LSU official athletics website.
- B. In the official release, Ed Orgeron agrees to state, "I want to thank Matt for his contribution here at LSU and wish him and his family the best. We have mutually agreed to part ways as we are going in a different direction offensively but are always grateful for the time and effort Matt made here at LSU."
- C. University agrees that the financial terms of this Agreement will be released between 7:00 p.m. CT and 8:00 p.m. CT on Saturday, January 6, 2018, and that no financial terms will be released prior to that time.

**Section 10. Notices.**

All notices given under this Agreement, whether required or discretionary, shall be in writing and addressed as follows:

- a. Notice to University:

Director of Men's Athletics  
Louisiana State University  
Athletic Administration Building  
Louisiana State University  
Baton Rouge, LA 70804  
With fax to (225) 578-7370

University: 

Canada: 

b. Notice to Canada:

Mathew R. Canada  
c/o Pete Roussel (agent)  
Coaches Consulting Group  
2700 Post Oak Blvd. Suite 1450  
Houston, Texas 77056

**Section 11. Nonassignment.**


Each Party shall not assign this Agreement or any right or interest under this Agreement without the express written consent of the other Party, which consent may be withheld in that Party's absolute discretion.

**Section 12. Entire Agreement.**

This Agreement contains the complete agreement between the parties concerning the termination of Canada's employment with the University. Neither Party has made any representation with respect to the subject matter of this Agreement not specifically included in this Agreement, nor has either Party relied on any such representation in entering into this Agreement.

**Section 13. Miscellaneous.**

- A. This Agreement may be executed in multiple counterparts which, when taken together, shall constitute the agreement of the Parties.
- B. The Parties acknowledge that each has carefully read and reviewed this Agreement; each individual signing is of the legal age and is legally competent to execute this Agreement; each individual signing in a representative capacity is so authorized; and each party executes this Agreement for the recited purposes and considerations after the advice of counsel.
- C. The Parties acknowledge, represent, and agree that this Agreement does not constitute and shall not be construed as an admission either of liability for, or a lack of merit in, any released claim. Execution of this Agreement shall not be construed as an admission that a party violated any law or breached any covenant or obligation owed to another.
- D. The statements and covenants herein are not merely recitals, but are contractual.

University: 

Canada: 

- E. This Agreement has been mutually negotiated by the Parties and shall be fairly interpreted in accordance with its terms and without strict interpretation or construction in favor or against any party. As used herein, the singular number shall include the plural, the plural shall include the singular, and the use of the masculine, feminine, or neuter gender shall include all genders, as the context may require.
- F. If any provision (or part thereof) of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision herein (or part hereof).
- G. This Agreement shall be governed by, construed and interpreted under Louisiana law. Any action brought by any Party to this Agreement shall be brought and maintained exclusively in the Nineteenth Judicial District Court for the State of Louisiana or in the United States District Court for the Middle District of Louisiana, and the Parties hereby consent and submit themselves to the exclusive venue and personal jurisdiction of said courts with respect to all such disputes and controversies.
- H. The execution of this Agreement by each of the Parties hereto shall be evidenced by the signature(s) of said Party or of their respective authorized representative herein below.

Section 14. THIS IS A LEGALLY ENFORCEABLE AGREEMENT. CANADA AGREES THAT HIS SIGNATURE BELOW SIGNIFIES HIS ACKNOWLEDGEMENT THAT HE HAS CAREFULLY READ THIS AGREEMENT AND UNDERSTANDS ALL OF ITS TERMS, INCLUDING THE FULL AND FINAL RELEASE OF CLAIMS SET FORTH ABOVE.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates shown below.

UNIVERSITY ("LSU")

By: Joseph Alleva  
 Joseph Alleva  
 Director of Athletics

Date: 1-5-18

MATHEW R. CANADA

Mathew R. Canada  
 Mathew R. Canada

Date: 1/5/18

University: Ja  
 Canada: [Signature]





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

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

**Date: February 2, 2018**

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

A.11.c. Appointments and all other personnel actions relating to coaches other than Head Coaches with a salary of \$250,000 or above.

**1. Summary of the Matter**

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

		Current	Proposed	Change	%	Notes
<i>Basic</i>	Term Ends	3/31/2020	3/31/2022	2 years		a
	Base Salary	\$ 500,000	\$ 500,000	\$ -	0%	a
	Supplemental Media Comp	\$ 1,350,000	\$ 2,000,000	\$ 650,000	48%	a
<i>Incentive</i>	Post-Season (max)	\$ 125,000	\$ 125,000	\$ -	0%	b
	Coach of the Year	\$ 25,000	\$ 25,000	\$ 25,000	0%	b
	Academic (max)	\$ -	\$ -	\$ -		
<i>Benefits</i>	Automobile	\$ -	\$ -	\$ -		
	Other					
<b>Total Certain Compensation</b>		<b>\$ 1,850,000</b>	<b>\$ 2,500,000</b>	<b>\$ 650,000</b>	<b>35%</b>	

Notes:

- a. This contract amends the current contract to add two (2) additional years plus it increases Coach Aranda's supplemental compensation from \$1,350,000 to \$2,000,000. Coach Aranda's Total Certain Compensation will increase from \$1,850,000 to \$2,500,000 annually.
- b. As per Schedule A of Coach Aranda's contract, he will receive set amounts for team achievements in SEC and for post season bowl compensation which are the same as his prior contract. A \$25,000 incentive for being named the National Defensive Coach/Coordinator for the Year.

**2. Review of Business Plan**

Not applicable.

**3. Fiscal Impact**

The Athletic Department currently expects that all funds relating to this employment contract will be paid from revenues generated by the Athletic Department. While authorized by the contract, it is not expected that any foundation dollars will be needed to provide for any of the supplemental compensation. No state general fund or tuition dollars are used.

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

The Office of General Counsel has reviewed the proposed contract.

#### **ATTACHMENTS**

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

#### **RECOMMENDATION:**

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

#### **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes Dr. F. King Alexander, President, or his designee, to sign the contract amendment of Associate Head Coach David Aranda as described in this item, and to include in such amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.



## Summary of Athletic Coaching Contract David Aranda, Associate Head Coach Football

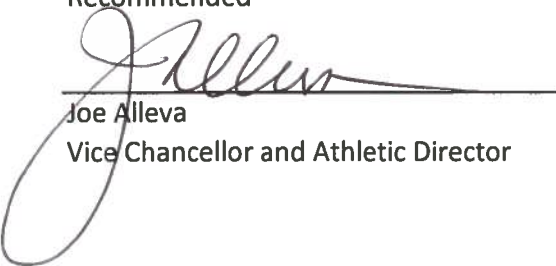
		<i>Current</i>	<i>Proposed</i>	<i>Change</i>	<i>%</i>	<i>Notes</i>
<i>Basic</i>	Term Ends	3/31/2020	<b>3/31/2022</b>	2 Years		a
	Base Salary	\$ 500,000	<b>\$ 500,000</b>	\$ -	0%	a
	Supplemental Media Comp.	\$ 1,350,000	<b>\$ 2,000,000</b>	\$ 650,000	48%	a
<i>Incentive</i>	Post-Season (max)	\$ 125,000	<b>\$ 125,000</b>	\$ -	0%	b
	Coach of the Year	\$ 25,000	<b>\$ 25,000</b>	\$ -	100%	b
	Academic (max)	\$ -	<b>\$ -</b>	\$ -		
<i>Benefits</i>	Automobile					
	Other					
<b>Total Certain Compensation</b>		<b>\$ 1,850,000</b>	<b>\$ 2,500,000</b>	<b>\$ 650,000</b>	<b>35%</b>	

### Notes

(a) This contract amends the current contract to add two (2) additional years plus it increases Coach Aranda's supplemental compensation from \$1,350,000 to \$2,000,000. Coach Aranda's Total Certain Compensation will increase from \$1,850,000 to \$2,500,000 annually.

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

Recommended

  
Joe Alleva  
Vice Chancellor and Athletic Director

Reviewed, No Objections

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

Reviewed, No Objections

\_\_\_\_\_  
Tom Skinner, LSU General Counsel

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**AMENDMENT #1 TO EMPLOYMENT AGREEMENT**

This Amendment #1 to Employment Agreement (“Amendment #1”) by and between THE BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (LSU) and David Aranda (Employee), amends the Employment Agreement between the parties hereto dated the 27<sup>th</sup> day of January, 2017, and which is attached to and made a part of this Amendment #1.

The January 27, 2017 Employment Agreement is referred to herein as the “Agreement” and this Amendment #1 is entered into by and between the parties and subject to approval pursuant to Section 15 of the Agreement. All provisions of the Agreement which are not expressly amended as set forth below shall remain in full force and effect.

1. **Definitions.** Section 1 of the Agreement is deleted in its entirety and replaced with the following: For purposes of this Agreement, the following terms shall have the meaning shown:

- A. “LSU”: The campus of Louisiana State University and Agricultural and Mechanical College which is located in Baton Rouge, Louisiana.
- B. “President”: The President of Louisiana State University and Agricultural and Mechanical College.
- C. “Athletic Director”: The Vice Chancellor and Director of Athletics at LSU.
- D. “Base Salary Amount”: The annual sum of Five Hundred Thousand and No/100 dollars (\$500,000.00).
- E. “Start Date”: January 1, 2018.
- F. “End Date”: March 31, 2022.

EMPLOYEE: DA

LSU: WMC

- G. "Program": The intercollegiate Football program at LSU.
- H. "Team": The intercollegiate athletic team which is a part of the Program.

- 2. **Employment.** No Change
- 3. **Duties and Responsibilities.** No Change
- 4. **Term.** No Change
- 5. **Base Salary.** No Change
- 6. **Supplemental Compensation.** Section 6 of the Agreement is deleted in its entirety and replaced with the following:
  - A. While employed under this Agreement, EMPLOYEE will earn and receive Supplemental Compensation of Two Million and No/100 (\$2,000,000.00) Dollars during each calendar year of this Agreement payable in twelve (12) equal monthly installments on LSU's regular monthly payroll date and pro-rated appropriately for partial years:
  - B. Without the prior written approval of the President, EMPLOYEE shall not appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. EMPLOYEE shall not appear in or make any commercial or make any commercial endorsement without the prior written approval of the President and the Athletic Director. Such approval shall not be unreasonably withheld.

EMPLOYEE: 

LSU: 

7. **Incentive Compensation.** No Change
8. **Retirement and Fringe Benefits.** No Change
9. **Additional Revenue.** No Change
10. **Sports Camps.** No Change
11. **Termination.** This Agreement may be terminated by the parties as follows:
  - A. **Termination by LSU for Cause.** No Change
  - B. **Termination by LSU Without Cause.** No Change
  - C. **Termination by EMPLOYEE Without Cause.** Section 11.C. of the Agreement is deleted in its entirety and replaced with the following:
    - (1) EMPLOYEE shall have the right to terminate this Agreement without cause upon written notice to LSU. In the event EMPLOYEE terminates this Agreement without cause, EMPLOYEE or a third-party on EMPLOYEE's behalf will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date which, unless otherwise agreed to in writing by LSU and EMPLOYEE, shall be the earlier of: (i) the date on which EMPLOYEE provides written notice of termination to LSU; (ii) the date on which

EMPLOYEE: 

LSU: 

EMPLOYEE accepts employment from another employer; or (iii) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. EMPLOYEE shall be obligated and hereby agrees to provide LSU written notice of termination within twenty-four (24) hours of accepting employment, whether verbally or in writing, with another employer. LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation (including Incentive Compensation) earned pursuant to this Agreement prior to the termination date.

- (2) Liquidated damages under this Section 11.C shall be (i) forty (40%) percent of all remaining guaranteed Base Salary and Supplemental Compensation due under the Agreement on the termination date if EMPLOYEE accepts employment in a non-head coaching position with another Southeastern Conference football program or a Division I-A Football Bowl Subdivision program within a 500 mile radius of LSU; or (ii) fifteen (15%) percent of all remaining guaranteed Base Salary and Supplemental Compensation due under the Agreement on the termination date if EMPLOYEE accepts employment in a non-head coaching position with a Division I-A Football Bowl Subdivision program outside a 500 mile radius of LSU. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term. EMPLOYEE must notify LSU in writing of the payment option he elects on or before the


EMPLOYEE: 

LSU: 

date the first monthly installment would be due. If EMPLOYEE elects the lump sum option, payment in full shall be due on or before sixty (60) days after the termination date. If EMPLOYEE elects to pay in monthly installments, each installment shall be due on or before the last day of each remaining month in the Agreement. EMPLOYEE shall not owe LSU any liquidated damages if EMPLOYEE terminates this Agreement to accept a collegiate head coaching position or any position in the National Football League. Furthermore, EMPLOYEE may terminate the Agreement for any reason after December 1, 2021, without owing LSU any liquidated damages or buyout as set forth above.

- (3) The parties have bargained for this liquidated damages provision, giving consideration to the following: This is a contract for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term, including any extended term, would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement for EMPLOYEE's position with Team, in addition to potentially increased compensation costs and loss of ticket revenues, loss of recruits or current student-athletes, and intangible damages such as damages to LSU and/or the Program's reputation and goodwill, which damages are impossible to determine with any certainty. EMPLOYEE recognizes that his promise to work for LSU until this Agreement's expiration by lapse of term (including any extended term) is an essential consideration of and a material inducement for LSU's decision to employ

EMPLOYEE: 

LSU: 



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

- (4) Unless notice of termination under this Section 11 has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent or representative shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment with any other institution of higher education, professional athletic team, or other athletically-related (including media and

EMPLOYEE: 

LSU: 

sports marketing) prospective employer without giving at least 24 hours prior written notice to the Athletic Director.

- D. **Suspension or Other Disciplinary Action.** No Change
- E. **Termination by Death or Disability.** No Change
- F. **Exclusive Remedies and Waiver of Claims.** No Change
  
- 12. **Retention and Return of all Materials, Records, and Other Items.** No Change
- 13. **Annual Leave and Overtime.** No Change
- 14. **Entire Contract.** No Change
- 15. **Amendments to Contract.** No Change
- 16. **Severability.** No Change
- 17. **No Waiver of Default.** No Change
- 18. **Sovereign Immunity Not Waived.** No Change
- 19. **“Force Majeure” Clause.** No Change
- 20. **Governing Laws.** No Change

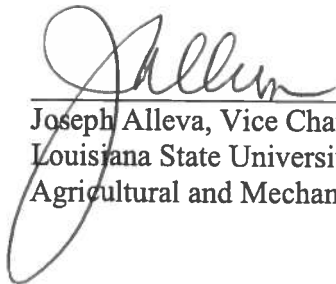
THE PARTIES hereto have executed this Amendment #1 on the day, month and year set forth below but this Amendment #1 shall be effective, once approved by THE BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE, as of the Start Date set forth in Section 1 herein.

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

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


  
\_\_\_\_\_  
David Aranda    1/16/18  
Date

**RECOMMENDED:**

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

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

EMPLOYEE: 

LSU: 

**Schedule A – Supplemental Terms for David Aranda No Change**

*Approved:*

For LSU by: \_\_\_\_\_  
F. King Alexander, President  
Louisiana State University System

By:  \_\_\_\_\_  
David Aranda

EMPLOYEE:  \_\_\_\_\_

LSU:  \_\_\_\_\_

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MINUTES

REGULAR BOARD MEETING

December 8, 2017

1. Call to Order and Roll Call

Mr. James Williams, Chair-Elect, called to order the Regular Meeting of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College in the Lions Building, 2020 Gravier St., New Orleans, LA 70112, on December 8, 2017 at 1:17 p.m.

The secretary called the roll.

PRESENT

Mr. James Williams  
Chair-Elect  
Mr. Glenn Armentor  
Ms. Ann Duplessis  
Ms. Valencia Sarpy Jones  
Mr. Jim McCrery  
Ms. Mary L. Werner

Mr. Scott Ballard  
Past Chair  
Mr. Blake Chatelain  
Mr. Stanley J. Jacobs  
Mr. Rolfe McCollister  
Mr. James W. Moore  
Ms. Lauren Johnson

ABSENT

Mr. Stephen Perry  
Chair  
Mr. Robert "Bobby" Yarborough

Mr. Ronnie Anderson  
Mr. Lee Mallett

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

Public Comments

There were no public comments to be made at the December 8, 2017 Regular Board meeting.

2. Invocation and Pledge of Allegiance

Mr. Williams, Chair-Elect, recognized Dr. Larry Hollier, Chancellor for the LSU Health Sciences Center – New Orleans. Dr. Hollier introduced the two (2) student representatives and one (1) faculty representative addressing the Board.

Gerald W. "Trace" Favre gave the Invocation. Laura Erwin led the Pledge of Allegiance.

Dr. Florencia Polite, Associate Professor of Clinical Obstetrics and Gynecology at LSU Health Sciences Center – New Orleans presented to the Board.

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

Mr. Williams, Chair-Elect, called for a motion go into Executive Session to discuss potential litigation with our Cooperative Endeavour Agreement (CEA) with the Biomedical Research Foundation (BRF).

Upon motion of Ms. Duplessis, seconded by Mr. Ballard, the Board voted unanimously to go into Executive Session.

The session informed the Board of the cooperation of the University with the State of Louisiana Division of Administration, the current fiscal impacts on the LSU Health Sciences Center – Shreveport, and the next potential legal course of action with the letter of intent and forthcoming CEA with Ochsner.

The Committee returned from Executive Session. Mr. Williams called for a motion to exit Executive Session.

Upon motion by Mr. Ballard, second by Mr. Chatelain, the Committee voted unanimously to exit Executive Session

4. Approval of the Minutes of the Board Meeting held on October 13, 2017

Upon motion of Mr. McCollister, seconded by Mr. Ballard, the Board voted unanimously to approve the Minutes of the Regular Board Meeting held on October 13, 2017.

5. Personnel Actions Requiring Board Approval

Mr. Williams, Chair-Elect, requested approval of the Personnel Actions.

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

6. Reports from Staff Advisors and Faculty Advisors

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

7. President's Report

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

Dr. Alexander introduced the newly hired Pennington Biomedical Research Center Executive Director Dr. John Kirwan to the Board.

Dr. Alexander provided an update on application numbers for the next incoming class on the LSU campus.

Dr. Alexander stated the Task Force on Greek Life at LSU is continuing their work and will have recommendations to the President on January 30, 2018.

Dr. Alexander mentioned the impact of the State Budget and Federal Tax Reform on our campuses.

Dr. Alexander, recognized our efforts in the DXC deal in New Orleans and the economic impact for the State.

Dr. Alexander announced he will be touring the State to provide the status of LSU & the goals for our campuses.



Dr. Alexander recognized the LSU University Recreation Center for 18,447 students utilizing the updated facility in the Fall.

8. Reports to the Board

- a. FY17 Internal Audit Annual Report
- b. FY 2017-18 1st Quarter Consolidated LSU Investment Report (Written Report Only)
- c. FY 2018 1st Quarter Consolidated Report on Personnel Actions Not Requiring Board Approval
- d. Academic Affairs New and Terminated Degree Program Report 2012-2017

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

9. Committee Reports

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

9A. Academic and Student Affairs, Achievement and Distinction Committee

Mr. Armentor, Chair of the Academic and Student Affairs, Achievement and Distinction Committee, reported the Committee received one (1) presentation, three (3) requests for Board approval and fourteen (14) consent agenda items.

9A1. LSU Strategic Plan 2025 Improving Health and Wellbeing of Louisiana's Citizens Through Research, Data Collection, Education and Collaboration Presentation

A presentation on the impact of the University's research on improving health and wellbeing of Louisiana's citizens was provided by Dr. Larry Hollier, Chancellor of LSU Health Sciences Center – New Orleans, Chris Kevil, Vice Chancellor of Research of LSU Health Sciences Center – Shreveport, Dr. Peter Katzmarzyk, Associate Executive Director for Pennington Biomedical Research Center, and Dr. Steve Nelson, Dean of the School of Medicine at LSU Health Science Center – New Orleans

9A2. Request from LSU A&M to Award 2 Boyd Professorships

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

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the Louisiana State University and Agricultural and Mechanical College, that Susanne Brenner, Ph.D., is hereby designated as Boyd Professor, effective December 8, 2017.

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

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the Louisiana State University and Agricultural and Mechanical College, that Ward Plummer, Ph.D., is hereby designated as Boyd Professor, effective December 8, 2017.

9A3. CONSENT AGENDA

- i. Recommendation to Approve Fall 2017 Conferral of Degrees at Campus Commencement Ceremonies
- ii. Recommendation to Approve 2018 Degree Conferral Dates for Online Degree Programs
- iii. Request from LSU A&M for Conditional One-Year Approval of the Center for Collaborative Knowledge
- iv. Request from LSU A&M to Change the Name of the BS in Human Resource Education to the BS in Leadership and Human Resource Development in the School of Leadership and Human Resource Development
- v. Request from LSU A&M to Terminate the Graduate Certificate in Community Engagement
- vi. Request from LSU Shreveport to Terminate the BA in Fine Arts
- vii. Request from LSU A&M to Award a Posthumous Degree
- viii. Request from LSU AgCenter to Establish the Louisiana Farm Bureau Chair in Agricultural Policy
- ix. Request from LSU A&M to Establish the Dodson and Hooks Endowed Chair in Maritime Law
- x. Request from LSU A&M to Establish 15 Endowed Superior Graduate Student Scholarships
- xi. Request from LSU A&M to Convert the Devon Energy Chair in Petroleum Engineering into 1 Professorship and 6 Endowed Superior Graduate Student Scholarships
- xii. Request from LSU A&M to Convert 3 Endowed Professorships to 3 Endowed Superior Graduate Student Scholarships
- xiii. Request from LSU Eunice to Establish the Heart of Nursing Scholarship
- xiv. Request from LSU Alexandria to Change to the Name of the AS in Clinical Laboratory Science to the AS in Medical Laboratory Science

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

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University does hereby approve the degrees to be conferred on candidates meeting degree requirements for graduation from the campuses of the University at 2017 fall commencement exercises (December 14, 15, 17).

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the recommended degree conferral dates for online degree programs at the campuses of LSU for 2018: March 13, May 8, July 3, August 28, October 23, and December 18.

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

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve changing the name of the BS in Human Resource Education to the BS in Leadership and Human Resource Development, and the CIP change of the undergraduate program from 13.1201 to 52.1005, subject to approval by the Louisiana Board of Regents.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request from LSU A&M to terminate the GC in Community Engagement, subject to approval by the Louisiana Board of Regents.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request from LSU Shreveport to terminate the BA in Fine Arts, subject to approval by the Louisiana Board of Regents.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request from LSU A&M to award a posthumous PhD in Petroleum Engineering to Denis Klimenko.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the request to establish the Louisiana Farm Bureau Chair in Agricultural Policy, subject to approval by the Louisiana Board of Regents; and

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College 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 Louisiana Farm Bureau Chair in Agricultural Policy at the LSU Agricultural Center.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the request to establish the Dodson and Hooks Endowed Chair in Maritime Law, subject to approval by the Louisiana Board of Regents; and

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College 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 Dodson and Hooks Endowed Chair in Maritime Law at the LSU Paul M. Hebert Law Center.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the request to establish each of the following 15 superior graduate student scholarships at LSU, subject to approval by the Louisiana Board of Regents; and

- a) Robert R. and Melissa B. Rabalais Energy Law Endowment Fund
- b) Planche Mike the Tiger Caregiver Scholarship
- c) Dr. Mary Lou Applewhite Superior Graduate Scholarship in Biological Sciences
- d) Robert K. and Elizabeth F. Reeves Endowed Scholarship #2
- e) E. Kay Kirkpatrick Endowed Superior Graduate Scholarship in Public Law
- f) Judges W. Ross and Elizabeth Erny Foote Scholarship
- g) Chris and Nancy Rials Endowed Scholarship
- h) Lopez Family Graduate Student Scholarship in Chemical Engineering #1
- i) Longino Family Superior Graduate Student Scholarship
- j) Kenneth R. Hogstrom Superior Graduate Student Scholarship in Medical Physics #2
- k) Keith and Evie Katz Superior Graduate Student Scholarship
- l) Jan Grimes Endowed Graduate Student Scholarship in Collaborative Keyboard
- m) Robert B. Lank, DVM Memorial Scholarship
- n) William E. Doll Jr. Curriculum Theory Project Superior Graduate Student Scholarship
- o) Edwards Superior Graduate Scholarship in French Studies

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and/or the President, as may be appropriate, are hereby authorized to execute any documents required to obtain matching gifts and otherwise complete the establishment of each of the following 15 superior graduate student scholarships:

- a) Robert R. and Melissa B. Rabalais Energy Law Endowment Fund
- b) Planche Mike the Tiger Caregiver Scholarship
- c) Dr. Mary Lou Applewhite Superior Graduate Scholarship in Biological Sciences
- d) Robert K. and Elizabeth F. Reeves Endowed Scholarship #2
- e) E. Kay Kirkpatrick Endowed Superior Graduate Scholarship in Public Law
- f) Judges W. Ross and Elizabeth Erny Foote Scholarship
- g) Chris and Nancy Rials Endowed Scholarship
- h) Lopez Family Graduate Student Scholarship in Chemical Engineering #1
- i) Longino Family Superior Graduate Student Scholarship
- j) Kenneth R. Hogstrom Superior Graduate Student Scholarship in Medical Physics #2
- k) Keith and Evie Katz Superior Graduate Student Scholarship
- l) Jan Grimes Endowed Graduate Student Scholarship in Collaborative Keyboard
- m) Robert B. Lank, DVM Memorial Scholarship
- n) William E. Doll Jr. Curriculum Theory Project Superior Graduate Student Scholarship
- o) Edwards Superior Graduate Scholarship in French Studies

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the request to convert the Devon Energy Chair in Petroleum Engineering to the following Endowed Professorship and Endowed Superior Graduate Student Scholarships, subject to approval by the Louisiana Board of Regents:

- Devon Energy Professorship in Petroleum Engineering
- Devon Energy Superior Graduate Student Scholarship #1
- Devon Energy Superior Graduate Student Scholarship #2
- Devon Energy Superior Graduate Student Scholarship #3
- Devon Energy Superior Graduate Student Scholarship #4
- Devon Energy Superior Graduate Student Scholarship #5
- Devon Energy Superior Graduate Student Scholarship #6

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the request to convert each of the following Endowed Professorships to Endowed Superior Graduate Student Scholarships, subject to approval by the Louisiana Board of Regents:

- a) Carrie Lynn Yoder Memorial Professorship to the Carrie Lynn Yoder Memorial Superior Graduate Student Scholarship in Biological Sciences
- b) Ron and Mary Neal Professorship #2 in Biological Sciences to the Ron and Mary Neal Distinguished Fellowship in Biological Sciences
- c) Manuel and Miller Professorship to the Manuel and Miller Superior Graduate Student Scholarship

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request from LSU Eunice to establish the following Endowed Scholarship for Two-Year Student Workforce Scholarship, subject to approval by the Louisiana Board of Regents:

- a) Heart of Nursing Scholarship; and

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Supervisors and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the following Endowed Scholarships for Two-Year Workforce at LSU Eunice:

- a) Heart of Nursing Scholarship

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve changing the name of the Associate of Science in Clinical Laboratory Science to the Associate of Science in Medical Laboratory Science, subject to approval by the Louisiana Board of Regents.

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

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

9B. Finance, Infrastructure, and Core Development Committee

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

9B1. Presentation from LSU A&M on Deferred Maintenance, Campus Master Plan, & Proposed Funding Approach

Executive Vice President Daniel Layzell and LSU Associate Vice President for Facilities and Property Oversight Tony Lombardo provided a presentation on the current state of LSU's deferred maintenance and the campus master plan. The presentation proposed potential funding approaches, including a student fee. Mr. Layzell informed the Board they will provide the supplemental information requested during the presentation.

Ms. Duplessis emphasized looking at creative sources of funding as student fees puts a burden on the middle class families who are not eligible for Pell Grant and other sources of financial aid. She suggested consideration for creating an LSU district to capture the businesses that are benefitting for being close to LSU and are profiting. The revenue streams from an LSU district by the businesses and entities would then create a more equitable approach to addressing this financial situation. The sales tax being generated within 5 to 10 miles around the University is a tremendous amount of revenue we could have just from a half cent tax of funding from the district. She further emphasized this is a necessary expense and we need the resources to take care of this but let's explore every other opportunity to do this and think out of the box.

Mr. Williams expressed concerns about the approach of what amounts to taxing the student to accomplish this goal. The statistics presented comparing ourselves to peer institutions does not reflect institutions in states where the average household income is comparable to Louisiana. Majority of our scholarships do not cover fees and what about the working class who work hard for scholarships, only to arrive on campus to a large amount of fees they have to pay. Other state institutions with comparable facility fees have a total fee less than LSU. This would add \$200 to over \$2000 of fees for families and students. While it would lead to much improvement and development, a breakdown of what is a significant health and safety concern verses what is needed for the future would be helpful. This discussion is needed and we need time to discuss this and be more creative and explore a tax district around LSU or find potential for cost savings on campus. We must consider the working class family and the thousands of dollars of fees not covered by their scholarships. While it is true we do not have the same tuition autonomy as other states, we do owe it to the families to approach this conversation.

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

Upon motion of Mr. Moore, seconded by Mr. McCrery, the Committee meeting was adjourned.

9C. Property and Facilities Committee

Ms. Werner, Chair of the Property and Facilities Committee, reported the Committee received three (3) requests for Board approval.

9C1. Request from LSU Health Sciences Center-New Orleans to Approve the Purchase of Land in Square 519 in the First District New Orleans

Upon motion of Mr. McCollister, seconded by Ms. Werner, the Committee voted unanimously to approve the following resolution:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College authorizes F. King Alexander, in his capacity as President of LSU, to purchase the non-State-owned lots in Square 519 in the First District of New Orleans, as shown on Attachment III, for amounts no greater than the appraised fair market value for each lot or parcel, and negotiated in accordance with Division of Administration guidelines as authorized by law; and

**BE IT FURTHER RESOLVED** that the Board, in addition to the authority granted above, expressly authorizes F. King Alexander to immediately purchase that parcel of land in Square 519 with street address of 2131-2131 Gravier Street New Orleans, LA 70112, for the amount of \$445,000 or such lesser amount as may be negotiated in accordance with Division of Administration guidelines as authorized by law; and

**BE IT FURTHER RESOLVED** that F. King Alexander, in his capacity as President of LSU, or his designee is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, in consultation with General Counsel and the Board's Chair, Chair-Elect, and Past Chair, to execute Acts of Sale and other reasonably required agreements to acquire ownership of such properties, and to include in such Acts of Sale or other agreements any terms and conditions that he may deem in the best interests of LSU.

9C2. Request from LSU A&M to Authorize the President to Execute a Lease Agreement for Phase II Renovation and Expansion of Tiger Stadium Restroom Facilities with Tiger Athletic Foundation

Upon motion of Mr. Jacobs, seconded by Ms. Duplessis, the Committee voted unanimously to approve the following resolution:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College authorizes F. King Alexander, in his capacity as President of LSU, or his designee, to execute a Lease to Tiger Athletic Foundation in order to facilitate the Phase II Renovation and Expansion of Tiger Stadium Restroom Facilities and to execute related agreements as may be reasonably necessary to facilitate the project, and to include in such leases and other agreements such terms and conditions as he deems to be in the best interests of LSU; and

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

9C3. Request from LSU Health Sciences Center-New Orleans to Authorize an Intent to Lease Agreement with the LSU Health Foundation, New Orleans for the OB-GYN Building and Land

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

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU Board”), as Lessor, does hereby authorize Daniel T. Layzell, Vice President for Finance and Administration, Chief Financial Officer, of Louisiana State University, to execute an Intent to Lease Agreement for the LSU Health Sciences Center at New Orleans, Ob-Gyn Building and Land located at 2100 Perdido Street in New Orleans, Louisiana, with LSU Health Foundation, New Orleans (“Foundation”), pursuant to which Intent to Lease Agreement the LSU Board will pursue a possible lease to the Foundation of the Ob-Gyn Building and the land on which it is located being 100 feet on Perdido Street Right of Way and 118.7 feet along the South Johnson Street Right of Way and approximately 0.27 acres of land.

**BE IT FURTHER RESOLVED** that Daniel T. Layzell, Executive Vice President for Finance and Administration, Chief Financial Officer, of Louisiana State University and Agricultural and Mechanical College is duly authorized by and empowered for and on behalf of and in the name of the LSU Board to include in said Intent to Lease Agreement such terms and conditions as he deems to be in the best interest of the LSU Board.

9D. Athletic Committee

Mr. Moore, Chair of the Athletic Committee, reported the Committee received one (1) consent agenda item.

9D1. CONSENT AGENDA

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

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

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

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

Upon motion of Mr. McCrery, seconded by Mr. Ballard, the Committee meeting was adjourned.

10. Chairman’s Report

The Chair-Elect Mr. Williams announced the next Board of Supervisors meeting will be held in Baton Rouge at the LSU Administration Building on February 2, 2018.

13. Adjournment

Chair-Elect Mr. Williams asked for a motion to adjourn with no further business before the Board.

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

Stephanie Tomlinson  
Executive Assistant  
LSU Board of Supervisors



Personnel Actions Requiring Board Approval  
per PM 69

February 2, 2018

Personnel Actions Requiring Board Approval per PM69  
February 2, 2018

**Coach Contracts<sup>1</sup>**

**LSU A&M**

<u>Name</u>	<u>Title</u>	<u>Term</u>		<u>Total Certain Compensation<sup>2</sup></u>		
		<u>Current</u>	<u>Proposed</u>	<u>Current</u>	<u>Proposed</u>	<u>Increase</u>
Alan Dunn	Assistant Coach – Baseball	8/31/2019	8/31/2020	\$300,000	\$300,000	0%
Jeremiah Sullivan <sup>3</sup>	Assistant Coach – Football		1/31/2019	\$325,000	\$450,000	38%
Gregory McMahon <sup>3</sup>	Assistant Coach – Football		3/31/2020		\$375,000	100%
James Cregg <sup>3</sup>	Assistant Coach – Football		3/31/2020	\$550,000	\$475,000	-14%
Steven Ensminger	Assistant Coach – Football	3/31/2020	3/31/2020	\$1,500,000	\$800,000	-47%

Notes:

1. Coaching contracts contained in this report include those coaches other than Head Coach with a total certain compensation between \$250,000 and \$1,000,000. Head Coach contracts and other coaching contracts exceeding \$1 million total certain compensation are presently separately as Board resolutions under the Athletics Committee Agenda.
2. Coaching compensation is paid by revenues generated by the Athletic Department. No state general fund or tuition dollars are used.
3. Coach Jeremiah Sullivan, Coach Gregory McMahon, and Coach James Gregg are new hires.



## Summary of Athletic Coaching Contract Alan Dunn, Assistant Coach Baseball

		<i>Current</i>	<i>Proposed</i>	<i>Change</i>	<i>%</i>	<i>Notes</i>
<i>Basic</i>	Term Ends	8/31/2019	<b>8/31/2020</b>	1 year		a
	Base Salary	\$ 300,000	<b>\$ 300,000</b>	\$ -	0%	a
	Supplemental Comp.			\$ -		a
<i>Incentive</i>	Post-Season (max)	\$ 72,000	<b>\$ 72,000</b>	\$ -	0%	b
	Academic (max)			\$ -		
<i>Benefits</i>	Automobile	\$ 9,600	<b>\$ 9,600</b>	\$ -		a
	Other					c
<b>Total Certain Compensation</b>		<b>\$ 300,000</b>	<b>\$ 300,000</b>	<b>\$ -</b>	<b>0%</b>	<b>d</b>

Notes

(a) Coach Dunn's previous three year contract expires on August 31, 2019. The new contract includes a one year extension. Automobile payment is up to \$800/month.

(b) Post-season incentive is based on Board Policy which allows up to 24% of base salary for team SEC and NCAA performance.

(c) Not applicable

(d) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any fringe benefits, such as car and cell phone allowances, nor any one-time amounts, such as contract buy-outs or relocation allowances.

Recommended:

Joe Alleva  
Vice Chancellor and Athletic Director

Reviewed, No Objections:

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

Reviewed, No Objections:

\_\_\_\_\_  
Tom Skinner, LSU General Counsel

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

The Employment Agreement between THE BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (LSU) and Alan D. Dunn (Employee), dated the 1st day of July, 2016, and is hereby amended as of the 1<sup>st</sup> day of November, 2017, as follows:


1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
  - A. “LSU A&M”: The campus of LSU which is located in Baton Rouge, Louisiana.
  - B. “President”: The President of LSU A&M.
  - C. “Athletic Director”: The Director of Athletics at LSU A&M.
  - D. “Base Salary Amount”: The annual sum of Three Hundred Thousand Dollars (\$300,000).
  - E. “Start Date”: November 1, 2017.
  - F. “End Date”: August 31, 2020.
  - G. “Program”: The intercollegiate Men’s Baseball program at LSU A&M.
  - H. “Team”: The intercollegiate athletic team which is a part of the Program.
  
2. **Employment.** No Change
  
3. **Duties and Responsibilities.** No Change

4. **Term.** No Change
5. **Base Salary.** No Change
6. **Supplemental Compensation.** No Change
7. **Incentive Compensation.** No Change
8. **Academic Incentive Compensation.** No Change
9. **Retirement and Fringe Benefits.** No Change
10. **Additional Revenue.** No Change
11. **Sports Camps.** No Change
12. **Assignment and Retirement Benefits.** No Change
13. **Termination.** No Change
14. **Retention and Return of all Materials, Records, and Other Items.** No Change
15. **Entire Contract.** No Change
16. **Amendments to Contract.** No Change
17. **Severability.** No Change
18. **No Waiver of Default.** No Change
19. **Sovereign Immunity Not Waived.** No Change
20. **“Force Majeure” Clause.** No Change
21. **Governing Law and Venue.** No Change


THE PARTIES hereto have executed this Agreement on the day, month and year first above written.

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

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

 12/1/17  
\_\_\_\_\_  
Alan D. Dunn Date

RECOMMENDED:

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


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

**Schedule A – Supplemental Terms for Alan D. Dunn No Change**

*Approved:*

For LSU by:

\_\_\_\_\_  
F. King Alexander, Ph.D., President  
Louisiana State University System

By:   
\_\_\_\_\_  
Alan D. Dunn



## Summary of Athletic Coaching Contract Jeremiah "Jerry" Sullivan, Assistant Coach Football

		<i>Current</i>	<i>Proposed</i> 1/31/2019	<i>Change</i> 1 Year	<i>%</i>	<i>Notes</i>
<i>Basic</i>	Term Ends					a
	Base Salary	\$ 325,000	\$ 450,000	\$ 125,000	38%	a
	Supplemental Media Comp.	\$ -	\$ -	\$ -		
<i>Incentive</i>	Post-Season (max)	\$ 75,000	\$ 75,000	\$ -	0%	b
	Academic (max)	\$ -	\$ -	\$ -		
<i>Benefits</i>	Automobile	\$ 9,600	\$ 9,600	\$ -		c
	Other					
<b>Total Certain Compensation</b>		<b>\$ 325,000</b>	<b>\$ 450,000</b>	<b>\$ 125,000</b>	<b>38%</b>	

Notes

(a) Coach Jerry Sullivan is a new hire. The "proposed" amounts are those contained in the proposed contract for Coach Ensminger as an assistant football coach. Automobile payment is up to \$800/month.


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

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

Recommended

  
\_\_\_\_\_  
Joe Alleva  
Vice Chancellor and Athletic Director

Reviewed, No Objections

  
\_\_\_\_\_  
Daniel T. Layzell, Executive Vice President for Finance  
and Administrative Services/CFO

Reviewed, No Objections

\_\_\_\_\_  
Tom Skinner, LSU General Counsel



STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of this 16th day of January, 2018, by and between BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by F. King Alexander, its duly authorized President, and Jeremiah “Jerry” M. Sullivan. (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
  - A. “LSU A&M”: The campus of LSU which is located in Baton Rouge, Louisiana.
  - B. “President”: The President of LSU.
  - C. “Athletic Director”: The Vice Chancellor and Director of Athletics at LSU A&M.
  - D. “Base Salary Amount”: The annual sum of Four Hundred Fifty Thousand and No/100 dollars (\$450,000). The amount is pro-rated for partial years.
  - E. “Start Date”: January , 2018.
  - F. “End Date”: January 31, 2019.
  - G. “Program”: The intercollegiate Football program at LSU A&M.
  - H. “Team”: The intercollegiate athletic team which is a part of the Program.
  
2. **Employment.** LSU does hereby employ EMPLOYEE as Assistant Coach of the Team. EMPLOYEE will report directly to the Head Coach of the Team and through him to the

EMPLOYEE: JMS

LSU: \_\_\_\_\_

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

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

- A. Performing all duties reasonably assigned to EMPLOYEE by the Head Coach of the Team or the Athletic Director so long as such duties are consistent with those duties typically assigned to Assistant Coaches at colleges or universities that compete in the college football classification generally known as the Power Five, within the National Collegiate Athletic Association ("NCAA");
- B. Promoting the success of the Team and its student athletes both athletically and academically;
- C. Being reasonably knowledgeable, with reasonable assistance from LSU, of: (i) all applicable federal and state laws governing intercollegiate athletics; and (ii) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the NCAA, the Southeastern Conference (SEC), LSU, and any other conference or organization of which LSU is or becomes a member during the term of this Agreement; all hereinafter collectively referred to as "**Governing Athletics Regulations**";
- D. Complying with all Governing Athletics Regulations;

EMPLOYEE: 

LSU: \_\_\_\_\_

- E. Promptly reporting any known or reasonably suspected violation(s) of Governing Athletics Regulations to the Athletic Director and the Associate Athletic Director for Compliance;
- F. Cooperating fully in any investigation of possible NCAA violations conducted or authorized by LSU, the SEC, or the NCAA at any time;
- G. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- H. Reasonably understanding, observing, upholding, and promoting LSU's written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student athletes, and recruiting can be conducted consistent with LSU's mission;
- I. Cultivating and maintaining reasonable interaction with members of the LSU community, in accordance with the policies and instructions of the Head Coach of the Team and the Athletic Director;
- J. Using reasonable efforts to exercise due care and supervision to ensure that all student athletes and other individuals under or subject to EMPLOYEE's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;
- K. Using reasonable efforts to promote the goal of LSU that every student athlete obtains a baccalaureate degree, and reasonably cooperating with academic

EMPLOYEE: gm &

LSU: \_\_\_\_\_

counselors or similar persons designated by LSU to assist student athletes and the faculty and administrators of LSU in connection with the academic pursuits of student athletes;

- L. Performing these duties at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;
- M. Performing all other reasonable duties customarily performed by football assistant coaches serving at colleges or universities that compete in the NCAA college football classification generally known as the Power Five; and
- N. Refusing or failing to perform any duties reasonably related to EMPLOYEE's position, or refusal or unwillingness to perform such duties or comply with directions of the Head Coach of the Team or Athletic Director in good faith and to the best of EMPLOYEE's abilities.

4. **Term.** The term (the "Term") of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 11 of this Agreement. This Agreement will automatically be renewed for an additional period of one year effective the day after the End Date and each anniversary thereof unless the Agreement has been terminated pursuant to Section 11 or written notice of non-renewal has been given by either party at least 30 days before the End Date.

5. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in twelve (12) equal monthly installments on LSU's regular monthly payroll date. The Base Salary

EMPLOYEE: 

LSU: \_\_\_\_\_

Amount shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies. However, in no event will EMPLOYEE'S Base Salary Amount be reduced as a result of any such review.

**6. Supplemental Compensation.**

A. In addition to the salary described above, EMPLOYEE each contract year may receive Supplemental Compensation in an amount not to exceed Ten Thousand and No/100 (\$10,000.00) dollars contingent on EMPLOYEE appearing on or participating in, as requested, University sanctioned television, radio and internet program concerning LSU and the Team. The amount of Supplemental Compensation to EMPLOYEE shall be based on the number of radio, television, and internet programs in which the EMPLOYEE participates or appears and shall be determined by the Athletic Director. Any amount earned by EMPLOYEE pursuant to this provision shall be considered earned on the date(s) on which EMPLOYEE appears on or participates in the television, radio, and internet programs and shall be paid within 30 days of the last game played by Team in its season, including post season play.

B. Without the prior written approval of the President, EMPLOYEE shall not appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. EMPLOYEE shall not appear in or make any commercial or make any commercial endorsement without the prior

EMPLOYEE: SPM D

LSU: \_\_\_\_\_

written approval of the President and the Athletic Director. Such approval shall not be unreasonably withheld.

7. **Incentive Compensation.**

A. **Post-Season Incentive Compensation.** In the event the Team participates in post-season game(s), EMPLOYEE may earn Post-Season Incentive Compensation as additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play, in accordance with LSU's policies and procedures. The additional sum or sums, if payable, shall be considered earned only if EMPLOYEE is coaching Team on the date of the game at which a post-season goal is attained (or, for SEC Regular Season Champion, the date of the last SEC game in Team's sport played by any SEC team during the regular season) and shall be paid within sixty (60) days following the final post-season game in which Team participates. This Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. Post-Season Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the involved foundation.

B. **Academic Incentive Compensation.** In the event LSU adopts policies and procedures providing for incentive payments to EMPLOYEE for attainment by the Team of certain academic performance goals, LSU will pay EMPLOYEE Academic Incentive Compensation in accordance with those policies and procedures. The additional sum or sums, if payable, shall be considered earned on

EMPLOYEE: GMS

LSU: \_\_\_\_\_

the date(s) set forth in such policies and procedures. More than one (1) academic incentive may be earned by EMPLOYEE during a single contract year; however, the total amount of Academic Incentive Compensation shall not exceed any cap established for such compensation in LSU's policies and procedures. Academic Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the involved foundation. To be eligible for such compensation, EMPLOYEE must be employed by LSU on the date on which the incentives are considered earned.

8. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to participate in the retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts (including state retirement benefits) based only upon the Base Salary Amount and any Post-Season Incentive Compensation and in accordance with the limitations of state retirement laws and regulations. EMPLOYEE acknowledges that sums paid or authorized under Sections 6 (Supplemental Compensation), 7.B (Academic Incentive Compensation), 8 (Retirement and Fringe Benefits), 9 (Additional Revenue), and 10 (Sports Camps) shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined in Louisiana Revised Statutes 11:403 and 11:701, or other applicable Louisiana retirement laws, and shall not be included as compensation for the purpose of computation of retirement benefits. EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any

EMPLOYEE: 

LSU: \_\_\_\_\_

retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. During the term of this Agreement and in accordance with applicable LSU policy and applicable law, EMPLOYEE will also receive the following benefits, part or all of which may be payable from affiliated foundation funds, subject to approval of LSU and the involved foundation:

- A. Mobile communications device and service for business purposes;
- B. (i) An annual automobile allowance in an amount not to exceed \$800 per month or, to the extent consistent with state ethics law, use of courtesy vehicle(s) provided by dealership(s); and (ii) related automobile insurance reimbursed from affiliated foundation funds.
- C. As part of any third-party apparel and/or equipment related contract with LSU, COACH acknowledges and agrees that TEAM may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by COACH in furtherance of COACH's employment duties and Team-related activities as applicable to COACH's employment with LSU.
- D. Other customary, reasonable and related employee benefits to be provided by foundations affiliated with LSU, as authorized by the President after a review by the LSU System General Counsel and a determination that such benefits are in compliance with LSU policy and the Louisiana Code of Ethics.

EMPLOYEE: 

LSU: \_\_\_\_\_



9. **Additional Revenue.**

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

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

10. **Sports Camps.** Subject to limitations imposed by this Section and compliance with applicable laws, LSU policies and procedures, and Governing Athletics Regulations, EMPLOYEE may operate or work at sports camps/clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional income to EMPLOYEE from operation of sports camps/clinics. EMPLOYEE shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or interests in such a camp or clinic to any other person or entity, without the prior written approval of the President.

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

A. **Termination by LSU for Cause.** This Agreement may be terminated for cause by LSU, acting through the President, at any time prior to its expiration, upon written notice to EMPLOYEE. In the event of termination for cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), and all other compensation

EMPLOYEE:                     

LSU: \_\_\_\_\_

and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation earned prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

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

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

- (1) Committing a material violation of Governing Athletics Regulations, or failing promptly to report any known or reasonably suspected material violation by another person to the Athletic Director and the Associate Athletic Director for Compliance;
- (2) Exhibiting and/or displaying behavior, whether through verbal, non-verbal or other conduct that is insubordinate or inconsistent with EMPLOYEE's duties and responsibilities as set forth in Section 3;
- (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: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings

EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein without adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU;

- (5) Unreasonably refusing or repeatedly failing to perform any duties imposed upon EMPLOYEE herein (including, but not limited to, those duties and responsibilities set forth in Section 3 of this Agreement), or failing to perform the same to the best of EMPLOYEE's reasonable ability, after written notice to EMPLOYEE of LSU's reasonable expectation;
- (6) Knowingly committing material or repeated violations of any provision of this Agreement, provided said initial violations are not cured within ten (10) days of EMPLOYEE's receipt of written notice of the same;
- (7) Prolonged absence from LSU without its consent, which will not unreasonably be withheld;
- (8) (i) Committing fraud in the performance of any duties and responsibilities herein, including, but not limited to, fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or (ii) counseling, instructing, encouraging, or knowingly permitting any other person to commit such fraud;

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

student athlete or other individual under EMPLOYEE's control, authority, or supervision to furnish such information or data;

- (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 EMPLOYEE'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 EMPLOYEE is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith;
- (14) Knowingly encouraging or permitting the sale, purchase, use, or possession by any student athlete or other individual under EMPLOYEE's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- (15) (i) Failing to reasonably cooperate in the investigation and enforcement of Governing Athletics Regulations; or (ii) counseling, instructing, or encouraging any other person to fail to cooperate in such investigation and enforcement;
- (16) Subject to any right of administrative appeal permitted or granted to EMPLOYEE by the NCAA or SEC, the making or rendition of a finding or

EMPLOYEE:                     

LSU: \_\_\_\_\_

determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by EMPLOYEE of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of EMPLOYEE which were knowingly and intentionally permitted, encouraged, or condoned by EMPLOYEE, or about which violations EMPLOYEE knew and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of violations during employment of EMPLOYEE at any other institution of higher education); or

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

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

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

benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which written notice of termination is given, or on such later date as may be set forth by LSU in the written notice of termination.

- (2) Liquidated damages under this Section 11.B will be the Base Salary Amount and the guaranteed Supplemental Compensation Amount, if any, for the remaining term of this Agreement, including any extended term. A partial year shall be prorated.
- (3) Liquidated damages under this Section 11.B will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the term of this Agreement, including any extended term.
- (4) In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section 11.B shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive from the termination date until LSU's obligation pursuant to this Section 11.B to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment as soon as practicable at a prevailing market salary resulting from arm's length negotiations. In the event EMPLOYEE obtains other employment, EMPLOYEE will notify

LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by EMPLOYEE and the amount of offset due to LSU.

- (5) The parties have bargained for this liquidated damages provision, giving consideration to the following: This is a contract for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause EMPLOYEE to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages to be suffered by EMPLOYEE in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that all liquidated damages provided for herein are not in any way a donation or a penalty, but rather are a good faith estimate of damages that will be incurred in the event of termination.

**C. Termination by EMPLOYEE Without Cause.**

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

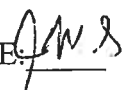
EMPLOYEE: 

LSU: \_\_\_\_\_



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

- (2) Liquidated damages under this Section 11.C shall be (i) fifty percent (50%) of all remaining guaranteed Base Salary and Supplemental Compensation due under the Agreement on the termination date if EMPLOYEE accepts employment in a non-head coaching position with another Southeastern Conference football program or a Division I-A Football Bowl Subdivision program within a 500 mile radius of LSU; or (ii) twenty percent (20%) of all remaining guaranteed Base Salary and Supplemental Compensation due under the Agreement on the termination date if EMPLOYEE terminates this Agreement without cause for any non-head coaching employment or

EMPLOYEE: 

LSU: \_\_\_\_\_

reason other than that defined in Section 11(C)(2)(i), above. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term. EMPLOYEE must notify LSU in writing of the payment option he elects on or before the date the first monthly installment would be due. If EMPLOYEE elects the lump sum option, payment in full shall be due on or before sixty (60) days after the termination date. If EMPLOYEE elects to pay in monthly installments, each installment shall be due on or before the last day of each remaining month in the Agreement.

- (3) Liquidated damages under this Section 11.C may be waived, in the discretion of the Athletic Director, if EMPLOYEE is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, EMPLOYEE's length of service with LSU, whether EMPLOYEE is taking another athletically-related job, the impact the timing of EMPLOYEE's notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for EMPLOYEE, and the impact requiring the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.

EMPLOYEE: JMS

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 EMPLOYEE prior to its expiration by lapse of term, including any extended term, would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement for EMPLOYEE's position with Team, in addition to potentially increased compensation costs and loss of ticket revenues, loss of recruits or current student-athletes, and intangible damages such as damages to LSU and/or the Program's reputation and goodwill, which damages are impossible to determine with any certainty. EMPLOYEE recognizes that his promise to work for LSU until this Agreement's expiration by lapse of term (including any extended term) is an essential consideration of and a material inducement for LSU's decision to employ him in the position described in Section 2, above. EMPLOYEE also recognizes that LSU is making a highly valuable investment in his continued employment by entering into this Agreement and its investment would be lost or diminished were he to resign or otherwise terminate his employment with LSU prior to the End Date (including any extended term). The payment owed pursuant to this liquidated damages provision is to reimburse LSU for expenses resulting from EMPLOYEE's early resignation or termination, including but not limited to: (i) searching for, recruiting and hiring a replacement for EMPLOYEE, (ii) relocating a replacement employee, and (iii) buying out the previous contract, if

EMPLOYEE: 

LSU: \_\_\_\_\_

applicable, of a replacement employee. EMPLOYEE expressly agrees that the amount of liquidated damages provided for herein is a reasonable approximation of the harm that LSU will incur in the event of such early termination by EMPLOYEE. In addition, the parties expressly agree that all liquidated damages provided for herein are not in any way a donation or a penalty, but rather are a good faith estimate of damages that will be incurred in the event of termination.

- (5) Unless notice of termination under this Section 11 has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent or representative shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the Athletic Director.

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

- (1) In lieu of termination for cause, and apart from any rights it may have under Section 11.A, LSU may impose disciplinary sanctions less severe than termination upon EMPLOYEE, up to and including suspension or leave without pay for a period no longer than ninety (90) days for any act or omission which would be grounds for termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously.

EMPLOYEE: *JMB*

LSU: \_\_\_\_\_

(2) LSU may suspend EMPLOYEE for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether EMPLOYEE has violated any laws or Governing Athletics Regulations. During such suspension, EMPLOYEE shall receive only the Base Salary Amount, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of EMPLOYEE, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to EMPLOYEE the benefits and other compensation herein otherwise payable to EMPLOYEE during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such affiliated foundation, subject to its approval. Suspension under this subsection shall not be considered a waiver of nor shall it limit any rights of LSU to terminate EMPLOYEE for cause.

(3) EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA or SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.

**E. Termination by Death or Disability.** In the event of the death of EMPLOYEE or the incapacity of EMPLOYEE to perform the obligations described in this

EMPLOYEE: 

LSU: \_\_\_\_\_

Agreement with or without reasonable accommodation by reason of illness or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue indefinitely or beyond a reasonable period of time, which shall not be less than sixty (60) days, unless otherwise mutually agreed to by the parties in writing, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.

F. **Exclusive Remedies and Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or expectation income, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the

EMPLOYEE: 

LSU: \_\_\_\_\_

event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, EMPLOYEE shall have no right to occupy the position set forth in Section 2, above, and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

12. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to EMPLOYEE by LSU or developed by EMPLOYEE on behalf of or at the expense of LSU or otherwise in connection with LSU's employment of EMPLOYEE are and shall remain the sole and confidential property of LSU. EMPLOYEE shall be entitled to retain a copy of game plans, self-scout reports and cut ups developed during the term of this Agreement. Within ten (10) days following the expiration or termination of this Agreement, EMPLOYEE shall cause any such materials in EMPLOYEE's possession or control to be delivered to LSU. At the same time, EMPLOYEE shall return to LSU all credit cards, keys, computers, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of EMPLOYEE.

13. **Annual Leave and Overtime.** Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-

EMPLOYEE: JMS

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season, and recruiting period, while having fewer responsibilities in the off-season), EMPLOYEE will **not** earn or accrue annual leave, nor will EMPLOYEE be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any one week. EMPLOYEE's Base Salary has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.

A. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice that he will be credited with annual leave pursuant to this Section 13. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive his right to annual leave (both retroactively and/or

EMPLOYEE: 

LSU: \_\_\_\_\_



prospectively) in lieu of making the payments that would otherwise be required under this Section 13. EMPLOYEE will accrue and use sick leave in accordance with LSU policy.

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

14. **Entire Contract.** This Agreement, including Schedule A, constitutes and expresses the entire agreement and understanding of the parties concerning the employment of EMPLOYEE by LSU and shall, upon the effective date hereof, supersede any other oral or written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.

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

EMPLOYEE: 

LSU: \_\_\_\_\_

representative(s) authorized by this Agreement, that purport to amend or waive any terms of this Agreement.

16. **Severability**. If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
17. **No Waiver of Default**. No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
18. **Sovereign Immunity Not Waived**. It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
19. **"Force Majeure" Clause**. Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirement of law, legislative enactment, or executive order, or an act of God.

20. **Governing Laws.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having subject matter and personal jurisdiction over the parties that is domiciled in East Baton Rouge Parish, Louisiana.

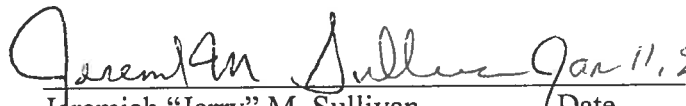
EMPLOYEE: 

LSU: \_\_\_\_\_


THE PARTIES hereto have executed this Agreement on the day, month and year first above written.

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

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

  
Jeremiah "Jerry" M. Sullivan Date  
Jan 11, 2018

**RECOMMENDED:**

  
Joseph Alleva, Vice Chancellor and Athletic Director  
Louisiana State University and  
Agricultural and Mechanical College

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

**Schedule A – Supplemental Terms for Jeremiah “Jerry” M. Sullivan**

This Schedule A supplements and further defines the provisions of the Employment Agreement dated January , 2018, entered into between LSU and Jeremiah “Jerry” M. SullivanGregory L. McMahon, to which it is attached (the “Agreement”). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

1. Subject to the terms and conditions set forth in Section 7.A of the Agreement, EMPLOYEE shall receive Post-Season Incentive Compensation in the amounts, and based on attaining the goals, shown below. The maximum aggregate amount of Post-Season Incentive Compensation allowable to be paid shall be \$75,000:

- a) Western Division Representative SEC Championship Game \$10,000 OR  
SEC Champions \$15,000  
AND the highest goal attained of any one of the following:
- b) Non College Football Playoff (CFP) Bowl Participant \$10,000 OR
- c) CFP Bowl Participant \$25,000 OR
- d) CFP Semifinal Game Participant \$35,000 OR
- e) CFP National Championship Game Participant \$45,000 OR
- f) CFP National Champion \$60,000

2. Section 8 of the Agreement is supplemented to add the following subsections after the end of subsection C:

- D. One-time reimbursement of household moving expenses in accordance with LSU policy and state law;

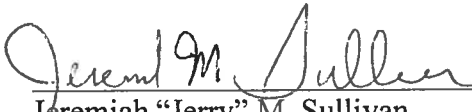
EMPLOYEE: JMS

LSU: \_\_\_\_\_


- E. One-time payment of \$5,000 to be used for miscellaneous relocation expenses not reimbursed in accordance with the provisions of subsection D above; and
  - F. Temporary housing at a site chosen by the Athletic Director for a period not to exceed 60 days.
3. All other provisions of the Agreement remain unchanged.

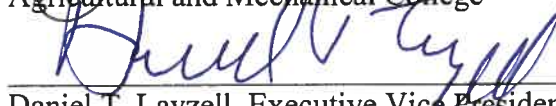
**APPROVED:**

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

 Jan 11, 2018  
 Jeremiah "Jerry" M. Sullivan Date

**RECOMMENDED:**

  
 Joseph Alleva, Vice Chancellor and Athletic Director  
 Louisiana State University and  
 Agricultural and Mechanical College

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



## Summary of Athletic Coaching Contract Gregory McMahon, Assistant Coach Football

		<i>Current</i>	<i>Proposed</i>	<i>Change</i>	<i>%</i>	<i>Notes</i>
<i>Basic</i>	Term Ends		<b>3/31/2020</b>	2 Year		a
	Base Salary	\$ -	\$ <b>375,000</b>	\$ 375,000	100%	a
	Supplemental Media Comp.	\$ -	\$ -	\$ -		
<i>Incentive</i>	Post-Season (max)	\$ -	\$ <b>75,000</b>	\$ 75,000		b
	Academic (max)	\$ -	\$ -	\$ -		
<i>Benefits</i>	Automobile	\$ -	\$ <b>9,600</b>	\$ 9,600		c
	Other					
<b>Total Certain Compensation</b>		\$ -	\$ <b>375,000</b>	\$ <b>375,000</b>	<b>100%</b>	

Notes

(a) **Coach Gregory McMahon is a new hire.** As of January of 2018 the NCAA allows football programs to have up to 10 assistant football coach so their is no prior incumbant for this position. Automobile payment is up to \$800/month.

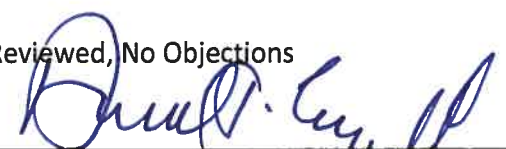
(b) As per Schedule A of Coach McMahon contract, he will receive set amounts for team achievements in SEC and for post season bowl compensation.

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

Recommended

  
 Joe Alleva  
 Vice Chancellor and Athletic Director

Reviewed, No Objections

  
 Daniel T. Layzell, Executive Vice President for Finance  
 and Administrative Services/CFO

Reviewed, No Objections

\_\_\_\_\_  
 Tom Skinner, LSU General Counsel

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of this 16th day of January, 2018, by and between BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by F. King Alexander, its duly authorized President, and Gregory L. McMahon. (“EMPLOYEE”):

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

- A. “LSU A&M”: The campus of LSU which is located in Baton Rouge, Louisiana.
- B. “President”: The President of LSU.
- C. “Athletic Director”: The Vice Chancellor and Director of Athletics at LSU A&M.
- D. “Base Salary Amount”: The annual sum of Three Hundred Seventy-Five Thousand and No/100 dollars (\$375,000). The amount is pro-rated for partial years.
- E. “Start Date”: January , 2018.
- F. “End Date”: March 31, 2020.
- G. “Program”: The intercollegiate Football program at LSU A&M.
- H. “Team”: The intercollegiate athletic team which is a part of the Program.

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



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

- A. Performing all duties reasonably assigned to EMPLOYEE by the Head Coach of the Team or the Athletic Director so long as such duties are consistent with those duties typically assigned to Assistant Coaches at colleges or universities that compete in the college football classification generally known as the Power Five, within the National Collegiate Athletic Association ("NCAA");
- B. Promoting the success of the Team and its student athletes both athletically and academically;
- C. Being reasonably knowledgeable, with reasonable assistance from LSU, of: (i) all applicable federal and state laws governing intercollegiate athletics; and (ii) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the NCAA, the Southeastern Conference (SEC), LSU, and any other conference or organization of which LSU is or becomes a member during the term of this Agreement; all hereinafter collectively referred to as "**Governing Athletics Regulations**";
- D. Complying with all Governing Athletics Regulations;
- E. Promptly reporting any known or reasonably suspected violation(s) of Governing Athletics Regulations to the Athletic Director and the Associate Athletic Director for Compliance;

- F. Cooperating fully in any investigation of possible NCAA violations conducted or authorized by LSU, the SEC, or the NCAA at any time;
- G. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- H. Reasonably understanding, observing, upholding, and promoting LSU's written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student athletes, and recruiting can be conducted consistent with LSU's mission;
- I. Cultivating and maintaining reasonable interaction with members of the LSU community, in accordance with the policies and instructions of the Head Coach of the Team and the Athletic Director;
- J. Using reasonable efforts to exercise due care and supervision to ensure that all student athletes and other individuals under or subject to EMPLOYEE's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;
- K. Using reasonable efforts to promote the goal of LSU that every student athlete obtains a baccalaureate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student athletes and the faculty and administrators of LSU in connection with the academic pursuits of student athletes;

- L. Performing these duties at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;
  - M. Performing all other reasonable duties customarily performed by football assistant coaches serving at colleges or universities that compete in the NCAA college football classification generally known as the Power Five; and
  - N. Refusing or failing to perform any duties reasonably related to EMPLOYEE's position, or refusal or unwillingness to perform such duties or comply with directions of the Head Coach of the Team or Athletic Director in good faith and to the best of EMPLOYEE's abilities.
4. **Term.** The term (the "Term") of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 11 of this Agreement. This Agreement will automatically be renewed for an additional period of one year effective the day after the End Date and each anniversary thereof unless the Agreement has been terminated pursuant to Section 11 or written notice of non-renewal has been given by either party at least 30 days before the End Date.
5. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in twelve (12) equal monthly installments on LSU's regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval

pursuant to LSU personnel policies. However, in no event will EMPLOYEE'S Base Salary Amount be reduced as a result of any such review.

**6. Supplemental Compensation.**

- A. In addition to the salary described above, EMPLOYEE each contract year may receive Supplemental Compensation in an amount not to exceed Ten Thousand and No/100 (\$10,000.00) dollars contingent on EMPLOYEE appearing on or participating in, as requested, University sanctioned television, radio and internet program concerning LSU and the Team. The amount of Supplemental Compensation to EMPLOYEE shall be based on the number of radio, television, and internet programs in which the EMPLOYEE participates or appears and shall be determined by the Athletic Director. Any amount earned by EMPLOYEE pursuant to this provision shall be considered earned on the date(s) on which EMPLOYEE appears on or participates in the television, radio, and internet programs and shall be paid within 30 days of the last game played by Team in its season, including post season play.
- B. Without the prior written approval of the President, EMPLOYEE shall not appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. EMPLOYEE shall not appear in or make any commercial or make any commercial endorsement without the prior written approval of the President and the Athletic Director. Such approval shall not be unreasonably withheld.

7. **Incentive Compensation.**

- A. **Post-Season Incentive Compensation.** In the event the Team participates in post-season game(s), EMPLOYEE may earn Post-Season Incentive Compensation as additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play, in accordance with LSU's policies and procedures. The additional sum or sums, if payable, shall be considered earned only if EMPLOYEE is coaching Team on the date of the game at which a post-season goal is attained (or, for SEC Regular Season Champion, the date of the last SEC game in Team's sport played by any SEC team during the regular season) and shall be paid within sixty (60) days following the final post-season game in which Team participates. This Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. Post-Season Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the involved foundation.
- B. **Academic Incentive Compensation.** In the event LSU adopts policies and procedures providing for incentive payments to EMPLOYEE for attainment by the Team of certain academic performance goals, LSU will pay EMPLOYEE Academic Incentive Compensation in accordance with those policies and procedures. The additional sum or sums, if payable, shall be considered earned on the date(s) set forth in such policies and procedures. More than one (1) academic incentive may be earned by EMPLOYEE during a single contract year; however, the total amount of Academic Incentive Compensation shall not exceed any cap

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

8. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to participate in the retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts (including state retirement benefits) based only upon the Base Salary Amount and any Post-Season Incentive Compensation and in accordance with the limitations of state retirement laws and regulations. EMPLOYEE acknowledges that sums paid or authorized under Sections 6 (Supplemental Compensation), 7.B (Academic Incentive Compensation), 8 (Retirement and Fringe Benefits), 9 (Additional Revenue), and 10 (Sports Camps) shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined in Louisiana Revised Statutes 11:403 and 11:701, or other applicable Louisiana retirement laws, and shall not be included as compensation for the purpose of computation of retirement benefits. EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. During the term of this Agreement and in accordance with applicable LSU policy and applicable law, EMPLOYEE will also receive the following

benefits, part or all of which may be payable from affiliated foundation funds, subject to approval of LSU and the involved foundation:

- A. Mobile communications device and service for business purposes;
- B. (i) An annual automobile allowance in an amount not to exceed \$800 per month or, to the extent consistent with state ethics law, use of courtesy vehicle(s) provided by dealership(s); and (ii) related automobile insurance reimbursed from affiliated foundation funds.
- C. As part of any third-party apparel and/or equipment related contract with LSU, COACH acknowledges and agrees that TEAM may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by COACH in furtherance of COACH's employment duties and Team-related activities as applicable to COACH's employment with LSU.
- D. Other customary, reasonable and related employee benefits to be provided by foundations affiliated with LSU, as authorized by the President after a review by the LSU System General Counsel and a determination that such benefits are in compliance with LSU policy and the Louisiana Code of Ethics.

**9. Additional Revenue.**

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

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

**10. Sports Camps.** Subject to limitations imposed by this Section and compliance with applicable laws, LSU policies and procedures, and Governing Athletics Regulations, EMPLOYEE may operate or work at sports camps/clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional income to EMPLOYEE from operation of sports camps/clinics. EMPLOYEE shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or interests in such a camp or clinic to any other person or entity, without the prior written approval of the President.

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

A. **Termination by LSU for Cause.** This Agreement may be terminated for cause by LSU, acting through the President, at any time prior to its expiration, upon written notice to EMPLOYEE. In the event of termination for cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), and all other compensation

EMPLOYEE: GM

LSU: MPA



and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation earned prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

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

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

- (1) Committing a material violation of Governing Athletics Regulations, or failing promptly to report any known or reasonably suspected material violation by another person to the Athletic Director and the Associate Athletic Director for Compliance;
- (2) Exhibiting and/or displaying behavior, whether through verbal, non-verbal or other conduct that is insubordinate or inconsistent with EMPLOYEE’s duties and responsibilities as set forth in Section 3;
- (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: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings

EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein without adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU;

- (5) Unreasonably refusing or repeatedly failing to perform any duties imposed upon EMPLOYEE herein (including, but not limited to, those duties and responsibilities set forth in Section 3 of this Agreement), or failing to perform the same to the best of EMPLOYEE's reasonable ability, after written notice to EMPLOYEE of LSU's reasonable expectation;
- (6) Knowingly committing material or repeated violations of any provision of this Agreement, provided said initial violations are not cured within ten (10) days of EMPLOYEE's receipt of written notice of the same;
- (7) Prolonged absence from LSU without its consent, which will not unreasonably be withheld;
- (8) (i) Committing fraud in the performance of any duties and responsibilities herein, including, but not limited to, fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or (ii) counseling, instructing, encouraging, or knowingly permitting any other person to commit such fraud;

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

student athlete or other individual under EMPLOYEE's control, authority, or supervision to furnish such information or data;

- (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 EMPLOYEE'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 EMPLOYEE is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith;
- (14) Knowingly encouraging or permitting the sale, purchase, use, or possession by any student athlete or other individual under EMPLOYEE's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- (15) (i) Failing to reasonably cooperate in the investigation and enforcement of Governing Athletics Regulations; or (ii) counseling, instructing, or encouraging any other person to fail to cooperate in such investigation and enforcement;
- (16) Subject to any right of administrative appeal permitted or granted to EMPLOYEE by the NCAA or SEC, the making or rendition of a finding or

determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by EMPLOYEE of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of EMPLOYEE which were knowingly and intentionally permitted, encouraged, or condoned by EMPLOYEE, or about which violations EMPLOYEE knew and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of violations during employment of EMPLOYEE at any other institution of higher education); or

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

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

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

benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which written notice of termination is given, or on such later date as may be set forth by LSU in the written notice of termination.

- (2) Liquidated damages under this Section 11.B will be the Base Salary Amount and the guaranteed Supplemental Compensation Amount, if any, for the remaining term of this Agreement, including any extended term. A partial year shall be prorated.
- (3) Liquidated damages under this Section 11.B will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the term of this Agreement, including any extended term.
- (4) In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section 11.B shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive from the termination date until LSU's obligation pursuant to this Section 11.B to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment as soon as practicable at a prevailing market salary resulting from arm's length negotiations. In the event EMPLOYEE obtains other employment, EMPLOYEE will notify

LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by EMPLOYEE and the amount of offset due to LSU.

- (5) The parties have bargained for this liquidated damages provision, giving consideration to the following: This is a contract for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause EMPLOYEE to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages to be suffered by EMPLOYEE in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that all liquidated damages provided for herein are not in any way a donation or a penalty, but rather are a good faith estimate of damages that will be incurred in the event of termination.

**C. Termination by EMPLOYEE Without Cause.**

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

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

- (2) Liquidated damages under this Section 11.C shall be (i) fifty percent (50%) of all remaining guaranteed Base Salary and Supplemental Compensation due under the Agreement on the termination date if EMPLOYEE accepts employment in a non-head coaching position with another Southeastern Conference football program or a Division I-A Football Bowl Subdivision program within a 500 mile radius of LSU; or (ii) twenty percent (20%) of all remaining guaranteed Base Salary and Supplemental Compensation due under the Agreement on the termination date if EMPLOYEE terminates this Agreement without cause for any non-head coaching employment or



reason other than that defined in Section 11(C)(2)(i), above. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term. EMPLOYEE must notify LSU in writing of the payment option he elects on or before the date the first monthly installment would be due. If EMPLOYEE elects the lump sum option, payment in full shall be due on or before sixty (60) days after the termination date. If EMPLOYEE elects to pay in monthly installments, each installment shall be due on or before the last day of each remaining month in the Agreement. EMPLOYEE shall not owe LSU any liquidated damages if EMPLOYEE terminates this Agreement to accept a collegiate head coaching position or any position in the National Football League after the conclusion of the 2018 football season.

- (3) Liquidated damages under this Section 11.C may be waived, in the discretion of the Athletic Director, if EMPLOYEE is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, EMPLOYEE's length of service with LSU, whether EMPLOYEE is taking another athletically-related job, the impact the timing of EMPLOYEE's notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE's ability and willingness to assist LSU if requested during any transition period

(such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for EMPLOYEE, and the impact requiring the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.

- (4) The parties have bargained for this liquidated damages provision, giving consideration to the following: This is a contract for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term, including any extended term, would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement for EMPLOYEE's position with Team, in addition to potentially increased compensation costs and loss of ticket revenues, loss of recruits or current student-athletes, and intangible damages such as damages to LSU and/or the Program's reputation and goodwill, which damages are impossible to determine with any certainty. EMPLOYEE recognizes that his promise to work for LSU until this Agreement's expiration by lapse of term (including any extended term) is an essential consideration of and a material inducement for LSU's decision to employ him in the position described in Section 2, above. EMPLOYEE also recognizes that LSU is making a highly valuable investment in his continued employment by entering into this Agreement and its investment would be lost or diminished were he to resign or otherwise terminate his employment with LSU prior to the End Date (including any extended term). The payment owed pursuant to this liquidated damages provision is to

reimburse LSU for expenses resulting from EMPLOYEE's early resignation or termination, including but not limited to: (i) searching for, recruiting and hiring a replacement for EMPLOYEE, (ii) relocating a replacement employee, and (iii) buying out the previous contract, if applicable, of a replacement employee. EMPLOYEE expressly agrees that the amount of liquidated damages provided for herein is a reasonable approximation of the harm that LSU will incur in the event of such early termination by EMPLOYEE. In addition, the parties expressly agree that all liquidated damages provided for herein are not in any way a donation or a penalty, but rather are a good faith estimate of damages that will be incurred in the event of termination.

- (5) Unless notice of termination under this Section 11 has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent or representative shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the Athletic Director.

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

- (1) In lieu of termination for cause, and apart from any rights it may have under Section 11.A, LSU may impose disciplinary sanctions less severe than termination upon EMPLOYEE, up to and including suspension or leave

without pay for a period no longer than ninety (90) days for any act or omission which would be grounds for termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously.

- (2) LSU may suspend EMPLOYEE for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether EMPLOYEE has violated any laws or Governing Athletics Regulations. During such suspension, EMPLOYEE shall receive only the Base Salary Amount, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of EMPLOYEE, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to EMPLOYEE the benefits and other compensation herein otherwise payable to EMPLOYEE during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such affiliated foundation, subject to its approval. Suspension under this subsection shall not be considered a waiver of nor shall it limit any rights of LSU to terminate EMPLOYEE for cause.
- (3) EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA or SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in

any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.

E. **Termination by Death or Disability.** In the event of the death of EMPLOYEE or the incapacity of EMPLOYEE to perform the obligations described in this Agreement with or without reasonable accommodation by reason of illness or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue indefinitely or beyond a reasonable period of time, which shall not be less than sixty (60) days, unless otherwise mutually agreed to by the parties in writing, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.

F. **Exclusive Remedies and Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or expectation income, or damages allegedly sustained by

EMPLOYEE: GM

LSU: MS

reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, EMPLOYEE shall have no right to occupy the position set forth in Section 2, above, and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

12. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to EMPLOYEE by LSU or developed by EMPLOYEE on behalf of or at the expense of LSU or otherwise in connection with LSU's employment of EMPLOYEE are and shall remain the sole and confidential property of LSU. EMPLOYEE shall be entitled to retain a copy of game plans, self-scout reports and cut ups developed during the term of this Agreement. Within ten (10) days following the expiration or termination of this Agreement, EMPLOYEE shall cause any such materials in EMPLOYEE's possession or control to be delivered to LSU. At the same time, EMPLOYEE shall return to LSU all credit cards, keys, computers, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of EMPLOYEE.

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

A. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice

EMPLOYEE: GM

LSU: MA

that he will be credited with annual leave pursuant to this Section 13. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive his right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section 13. EMPLOYEE will accrue and use sick leave in accordance with LSU policy.

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

14. **Entire Contract.** This Agreement, including Schedule A, constitutes and expresses the entire agreement and understanding of the parties concerning the employment of EMPLOYEE by LSU and shall, upon the effective date hereof, supersede any other oral or written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.

15. **Amendments to Contract.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by EMPLOYEE, such approval and acceptance to be acknowledged in writing. Except where expressly indicated in this Agreement, the written approval of the LSU Board of



Supervisors shall be required to amend or waive any terms or conditions set forth herein. EMPLOYEE expressly acknowledges that it would be unreasonable to rely upon any oral representations, or any representations made by anyone other than the particular LSU representative(s) authorized by this Agreement, that purport to amend or waive any terms of this Agreement.

16. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
17. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
18. **Sovereign Immunity Not Waived.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
19. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or

flood or any requirement of law, legislative enactment, or executive order, or an act of God.

20. **Governing Laws.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having subject matter and personal jurisdiction over the parties that is domiciled in East Baton Rouge Parish, Louisiana.

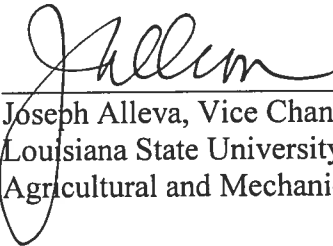
THE PARTIES hereto have executed this Agreement on the day, month and year first above written.

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

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

 \_\_\_\_\_   
Gregory L. McMahon Date

**RECOMMENDED:**

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

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

**Schedule A – Supplemental Terms for Gregory L. McMahon**

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

1. Subject to the terms and conditions set forth in Section 7.A of the Agreement, EMPLOYEE shall receive Post-Season Incentive Compensation in the amounts, and based on attaining the goals, shown below. The maximum aggregate amount of Post-Season Incentive Compensation allowable to be paid shall be \$75,000:

- |    |   |             |
|----|---|-------------|
| a) | Western Division Representative SEC Championship Game | \$10,000 OR |
|    | SEC Champions   | \$15,000    |

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

- |    |   |             |
|----|---|-------------|
| b) | Non College Football Playoff (CFP) Bowl Participant | \$10,000 OR |
| c) | CFP Bowl Participant                                | \$25,000 OR |
| d) | CFP Semifinal Game Participant                      | \$35,000 OR |
| e) | CFP National Championship Game Participant          | \$45,000 OR |
| f) | CFP National Champion                               | \$60,000    |

2. Section 8 of the Agreement is supplemented to add the following subsections after the end of subsection C:

- D. One-time reimbursement of household moving expenses in accordance with LSU policy and state law;

- E. One-time payment of \$5,000 to be used for miscellaneous relocation expenses not reimbursed in accordance with the provisions of subsection D above; and
  - F. Temporary housing at a site chosen by the Athletic Director for a period not to exceed 60 days.
3. All other provisions of the Agreement remain unchanged.

**APPROVED:**

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

Gregg L. McMahon 1-11-18  
Gregg L. McMahon Date

**RECOMMENDED:**

Joseph Alleva  
Joseph Alleva, Vice Chancellor and Athletic Director  
Louisiana State University and  
Agricultural and Mechanical College

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



## Summary of Athletic Coaching Contract James Cregg, Assistant Coach Football

		<i>Current</i>	<i>Proposed</i>	<i>Change</i>	<i>%</i>	<i>Notes</i>
<i>Basic</i>	Term Ends		<b>3/31/2020</b>	2 Year		a
	Base Salary	\$ 500,000	\$ <b>475,000</b>	\$ (25,000)	-5%	a
	Supplemental Media Comp.	\$ 50,000	\$ -	\$ (50,000)		
<i>Incentive</i>	Post-Season (max)	\$ 75,000	\$ <b>75,000</b>	\$ -		0% b
	Academic (max)	\$ -	\$ -	\$ -		
<i>Benefits</i>	Automobile	\$ 9,600	\$ <b>9,600</b>	\$ -		c
	Other					
<b>Total Certain Compensation</b>		<b>\$ 550,000</b>	<b>\$ 475,000</b>	<b>\$ (75,000)</b>	<b>-14%</b>	

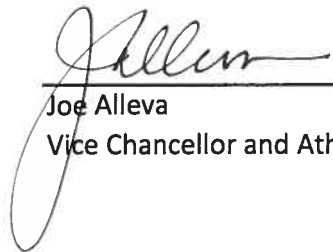
Notes

(a) Coach James Cregg is a new hire. The "proposed" amounts are those contained in the proposed contract for Coach Grimes. Automobile payment is up to \$800/month.

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

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

Recommended

  
 \_\_\_\_\_  
 Joe Alleva  
 Vice Chancellor and Athletic Director

Reviewed, No Objections

  
 \_\_\_\_\_  
 Daniel T. Layzell, Executive Vice President for Finance  
 and Administrative Services/CFO

Reviewed, No Objections

\_\_\_\_\_  
 Tom Skinner, LSU General Counsel

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of this 1<sup>st</sup> day of January, 2018, by and between BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by F. King Alexander, its duly authorized President, and James Cregg. (“EMPLOYEE”):

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

- A. “LSU A&M”: The campus of LSU which is located in Baton Rouge, Louisiana.
- B. “President”: The President of LSU.
- C. “Athletic Director”: The Vice Chancellor and Director of Athletics at LSU A&M.
- D. “Base Salary Amount”: The annual sum of Four Hundred Seventy-Five Thousand and No/100 dollars (\$475,000). The amount is pro-rated for partial years.
- E. “Start Date”: January 1, 2018.
- F. “End Date”: March 31, 2020.
- G. “Program”: The intercollegiate Football program at LSU A&M.
- H. “Team”: The intercollegiate athletic team which is a part of the Program.

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

EMPLOYEE:



LSU:



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

- A. Performing all duties reasonably assigned to EMPLOYEE by the Head Coach of the Team or the Athletic Director so long as such duties are consistent with those duties typically assigned to Assistant Coaches at colleges or universities that compete in the college football classification generally known as the Power Five, within the National Collegiate Athletic Association (“NCAA”);
- B. Promoting the success of the Team and its student athletes both athletically and academically;
- C. Being reasonably knowledgeable, with reasonable assistance from LSU, of: (i) all applicable federal and state laws governing intercollegiate athletics; and (ii) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the NCAA, the Southeastern Conference (SEC), LSU, and any other conference or organization of which LSU is or becomes a member during the term of this Agreement; all hereinafter collectively referred to as “**Governing Athletics Regulations**”;
- D. Complying with all Governing Athletics Regulations;
- E. Promptly reporting any known or reasonably suspected violation(s) of Governing Athletics Regulations to the Athletic Director and the Associate Athletic Director for Compliance;





- F. Cooperating fully in any investigation of possible NCAA violations conducted or authorized by LSU, the SEC, or the NCAA at any time;
- G. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- H. Reasonably understanding, observing, upholding, and promoting LSU's written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student athletes, and recruiting can be conducted consistent with LSU's mission;
- I. Cultivating and maintaining reasonable interaction with members of the LSU community, in accordance with the policies and instructions of the Head Coach of the Team and the Athletic Director;
- J. Using reasonable efforts to exercise due care and supervision to ensure that all student athletes and other individuals under or subject to EMPLOYEE's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;
- K. Using reasonable efforts to promote the goal of LSU that every student athlete obtains a baccalaureate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student athletes and the faculty and administrators of LSU in connection with the academic pursuits of student athletes;

EMPLOYEE:



LSU: 

- L. Performing these duties at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;
- M. Performing all other reasonable duties customarily performed by football assistant coaches serving at colleges or universities that compete in the NCAA college football classification generally known as the Power Five; and
- N. Refusing or failing to perform any duties reasonably related to EMPLOYEE's position, or refusal or unwillingness to perform such duties or comply with directions of the Head Coach of the Team or Athletic Director in good faith and to the best of EMPLOYEE's abilities.

4. **Term.** The term (the "Term") of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 11 of this Agreement. This Agreement will automatically be renewed for an additional period of one year effective the day after the End Date and each anniversary thereof unless the Agreement has been terminated pursuant to Section 11 or written notice of non-renewal has been given by either party at least 30 days before the End Date.

5. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in twelve (12) equal monthly installments on LSU's regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval

EMPLOYEE:



LSU: 

pursuant to LSU personnel policies. However, in no event will EMPLOYEE'S Base Salary Amount be reduced as a result of any such review.

**6. Supplemental Compensation.**

- A. In addition to the salary described above, EMPLOYEE each contract year may receive Supplemental Compensation in an amount not to exceed Ten Thousand and No/100 (\$10,000.00) dollars contingent on EMPLOYEE appearing on or participating in, as requested, University sanctioned television, radio and internet program concerning LSU and the Team. The amount of Supplemental Compensation to EMPLOYEE shall be based on the number of radio, television, and internet programs in which the EMPLOYEE participates or appears and shall be determined by the Athletic Director. Any amount earned by EMPLOYEE pursuant to this provision shall be considered earned on the date(s) on which EMPLOYEE appears on or participates in the television, radio, and internet programs and shall be paid within 30 days of the last game played by Team in its season, including post season play.
- B. Without the prior written approval of the President, EMPLOYEE shall not appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. EMPLOYEE shall not appear in or make any commercial or make any commercial endorsement without the prior written approval of the President and the Athletic Director. Such approval shall not be unreasonably withheld.

EMPLOYEE: 

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7. **Incentive Compensation.**

A. **Post-Season Incentive Compensation.** In the event the Team participates in post-season game(s), EMPLOYEE may earn Post-Season Incentive Compensation as additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play, in accordance with LSU's policies and procedures. The additional sum or sums, if payable, shall be considered earned only if EMPLOYEE is coaching Team on the date of the game at which a post-season goal is attained (or, for SEC Regular Season Champion, the date of the last SEC game in Team's sport played by any SEC team during the regular season) and shall be paid within sixty (60) days following the final post-season game in which Team participates. This Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. Post-Season Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the involved foundation.

B. **Academic Incentive Compensation.** In the event LSU adopts policies and procedures providing for incentive payments to EMPLOYEE for attainment by the Team of certain academic performance goals, LSU will pay EMPLOYEE Academic Incentive Compensation in accordance with those policies and procedures. The additional sum or sums, if payable, shall be considered earned on the date(s) set forth in such policies and procedures. More than one (1) academic incentive may be earned by EMPLOYEE during a single contract year; however, the total amount of Academic Incentive Compensation shall not exceed any cap

EMPLOYEE: \_\_\_\_\_



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

8. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to participate in the retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts (including state retirement benefits) based only upon the Base Salary Amount and any Post-Season Incentive Compensation and in accordance with the limitations of state retirement laws and regulations. EMPLOYEE acknowledges that sums paid or authorized under Sections 6 (Supplemental Compensation), 7.B (Academic Incentive Compensation), 8 (Retirement and Fringe Benefits), 9 (Additional Revenue), and 10 (Sports Camps) shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined in Louisiana Revised Statutes 11:403 and 11:701, or other applicable Louisiana retirement laws, and shall not be included as compensation for the purpose of computation of retirement benefits. EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. During the term of this Agreement and in accordance with applicable LSU policy and applicable law, EMPLOYEE will also receive the following

EMPLOYEE:



LSU:



benefits, part or all of which may be payable from affiliated foundation funds, subject to approval of LSU and the involved foundation:

- A. Mobile communications device and service for business purposes;
- B. (i) An annual automobile allowance in an amount not to exceed \$800 per month or, to the extent consistent with state ethics law, use of courtesy vehicle(s) provided by dealership(s); and (ii) related automobile insurance reimbursed from affiliated foundation funds.
- C. As part of any third-party apparel and/or equipment related contract with LSU, COACH acknowledges and agrees that TEAM may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by COACH in furtherance of COACH's employment duties and Team-related activities as applicable to COACH's employment with LSU.
- D. Other customary, reasonable and related employee benefits to be provided by foundations affiliated with LSU, as authorized by the President after a review by the LSU System General Counsel and a determination that such benefits are in compliance with LSU policy and the Louisiana Code of Ethics.



9. **Additional Revenue.**

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

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

10. **Sports Camps.** Subject to limitations imposed by this Section and compliance with applicable laws, LSU policies and procedures, and Governing Athletics Regulations, EMPLOYEE may operate or work at sports camps/clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional income to EMPLOYEE from operation of sports camps/clinics. EMPLOYEE shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or interests in such a camp or clinic to any other person or entity, without the prior written approval of the President.

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

A. **Termination by LSU for Cause.** This Agreement may be terminated for cause by LSU, acting through the President, at any time prior to its expiration, upon written notice to EMPLOYEE. In the event of termination for cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), and all other compensation

EMPLOYEE: 

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and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation earned prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

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

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

- (1) Committing a material violation of Governing Athletics Regulations, or failing promptly to report any known or reasonably suspected material violation by another person to the Athletic Director and the Associate Athletic Director for Compliance;
- (2) Exhibiting and/or displaying behavior, whether through verbal, non-verbal or other conduct that is insubordinate or inconsistent with EMPLOYEE's duties and responsibilities as set forth in Section 3;
- (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: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings

EMPLOYEE: 

LSU: 



EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein without adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU;

- (5) Unreasonably refusing or repeatedly failing to perform any duties imposed upon EMPLOYEE herein (including, but not limited to, those duties and responsibilities set forth in Section 3 of this Agreement), or failing to perform the same to the best of EMPLOYEE's reasonable ability, after written notice to EMPLOYEE of LSU's reasonable expectation;
- (6) Knowingly committing material or repeated violations of any provision of this Agreement, provided said initial violations are not cured within ten (10) days of EMPLOYEE's receipt of written notice of the same;
- (7) Prolonged absence from LSU without its consent, which will not unreasonably be withheld;
- (8) (i) Committing fraud in the performance of any duties and responsibilities herein, including, but not limited to, fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or (ii) counseling, instructing, encouraging, or knowingly permitting any other person to commit such fraud;



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



student athlete or other individual under EMPLOYEE's control, authority, or supervision to furnish such information or data;


- (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 EMPLOYEE'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 EMPLOYEE is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith;
- (14) Knowingly encouraging or permitting the sale, purchase, use, or possession by any student athlete or other individual under EMPLOYEE's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- (15) (i) Failing to reasonably cooperate in the investigation and enforcement of Governing Athletics Regulations; or (ii) counseling, instructing, or encouraging any other person to fail to cooperate in such investigation and enforcement;
- (16) Subject to any right of administrative appeal permitted or granted to EMPLOYEE by the NCAA or SEC, the making or rendition of a finding or

determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by EMPLOYEE of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of EMPLOYEE which were knowingly and intentionally permitted, encouraged, or condoned by EMPLOYEE, or about which violations EMPLOYEE knew and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of violations during employment of EMPLOYEE at any other institution of higher education); or

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

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

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

EMPLOYEE: 

LSU: 

benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which written notice of termination is given, or on such later date as may be set forth by LSU in the written notice of termination.

- (2) Liquidated damages under this Section 11.B will be the Base Salary Amount and the guaranteed Supplemental Compensation Amount, if any, for the remaining term of this Agreement, including any extended term. A partial year shall be prorated.
- (3) Liquidated damages under this Section 11.B will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the term of this Agreement, including any extended term.
- (4) In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section 11.B shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive from the termination date until LSU's obligation pursuant to this Section 11.B to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment as soon as practicable at a prevailing market salary resulting from arm's length negotiations. In the event EMPLOYEE obtains other employment, EMPLOYEE will notify

EMPLOYEE:



LSU: 

LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by EMPLOYEE and the amount of offset due to LSU.

- (5) The parties have bargained for this liquidated damages provision, giving consideration to the following: This is a contract for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause EMPLOYEE to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages to be suffered by EMPLOYEE in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that all liquidated damages provided for herein are not in any way a donation or a penalty, but rather are a good faith estimate of damages that will be incurred in the event of termination.

**C. Termination by EMPLOYEE Without Cause.**

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



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

- (2) Liquidated damages under this Section 11.C shall be (i) fifty percent (50%) of all remaining guaranteed Base Salary and Supplemental Compensation due under the Agreement on the termination date if EMPLOYEE accepts employment in a non-head coaching position with another Southeastern Conference football program or a Division I-A Football Bowl Subdivision program within a 500 mile radius of LSU; or (ii) twenty percent (20%) of all remaining guaranteed Base Salary and Supplemental Compensation due under the Agreement on the termination date if EMPLOYEE terminates this Agreement without cause for any non-head coaching employment or



reason other than that defined in Section 11(C)(2)(i), above. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term. EMPLOYEE must notify LSU in writing of the payment option he elects on or before the date the first monthly installment would be due. If EMPLOYEE elects the lump sum option, payment in full shall be due on or before sixty (60) days after the termination date. If EMPLOYEE elects to pay in monthly installments, each installment shall be due on or before the last day of each remaining month in the Agreement.

- (3) Liquidated damages under this Section 11.C may be waived, in the discretion of the Athletic Director, if EMPLOYEE is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, EMPLOYEE's length of service with LSU, whether EMPLOYEE is taking another athletically-related job, the impact the timing of EMPLOYEE's notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for EMPLOYEE, and the impact requiring the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.

EMPLOYEE: 

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(4) The parties have bargained for this liquidated damages provision, giving consideration to the following: This is a contract for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term, including any extended term, would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement for EMPLOYEE's position with Team, in addition to potentially increased compensation costs and loss of ticket revenues, loss of recruits or current student-athletes, and intangible damages such as damages to LSU and/or the Program's reputation and goodwill, which damages are impossible to determine with any certainty. EMPLOYEE recognizes that his promise to work for LSU until this Agreement's expiration by lapse of term (including any extended term) is an essential consideration of and a material inducement for LSU's decision to employ him in the position described in Section 2, above. EMPLOYEE also recognizes that LSU is making a highly valuable investment in his continued employment by entering into this Agreement and its investment would be lost or diminished were he to resign or otherwise terminate his employment with LSU prior to the End Date (including any extended term). The payment owed pursuant to this liquidated damages provision is to reimburse LSU for expenses resulting from EMPLOYEE's early resignation or termination, including but not limited to: (i) searching for, recruiting and hiring a replacement for EMPLOYEE, (ii) relocating a replacement employee, and (iii) buying out the previous contract, if



applicable, of a replacement employee. EMPLOYEE expressly agrees that the amount of liquidated damages provided for herein is a reasonable approximation of the harm that LSU will incur in the event of such early termination by EMPLOYEE. In addition, the parties expressly agree that all liquidated damages provided for herein are not in any way a donation or a penalty, but rather are a good faith estimate of damages that will be incurred in the event of termination.

- (5) Unless notice of termination under this Section 11 has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent or representative shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the Athletic Director.

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

- (1) In lieu of termination for cause, and apart from any rights it may have under Section 11.A, LSU may impose disciplinary sanctions less severe than termination upon EMPLOYEE, up to and including suspension or leave without pay for a period no longer than ninety (90) days for any act or omission which would be grounds for termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously.



- (2) LSU may suspend EMPLOYEE for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether EMPLOYEE has violated any laws or Governing Athletics Regulations. During such suspension, EMPLOYEE shall receive only the Base Salary Amount, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of EMPLOYEE, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to EMPLOYEE the benefits and other compensation herein otherwise payable to EMPLOYEE during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such affiliated foundation, subject to its approval. Suspension under this subsection shall not be considered a waiver of nor shall it limit any rights of LSU to terminate EMPLOYEE for cause.
- (3) EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA or SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.

E. **Termination by Death or Disability.** In the event of the death of EMPLOYEE or the incapacity of EMPLOYEE to perform the obligations described in this

Agreement with or without reasonable accommodation by reason of illness or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue indefinitely or beyond a reasonable period of time, which shall not be less than sixty (60) days, unless otherwise mutually agreed to by the parties in writing, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.

F. **Exclusive Remedies and Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or expectation income, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the

EMPLOYEE: 

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event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, EMPLOYEE shall have no right to occupy the position set forth in Section 2, above, and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.


12. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to EMPLOYEE by LSU or developed by EMPLOYEE on behalf of or at the expense of LSU or otherwise in connection with LSU's employment of EMPLOYEE are and shall remain the sole and confidential property of LSU. EMPLOYEE shall be entitled to retain a copy of game plans, self-scout reports and cut ups developed during the term of this Agreement. Within ten (10) days following the expiration or termination of this Agreement, EMPLOYEE shall cause any such materials in EMPLOYEE's possession or control to be delivered to LSU. At the same time, EMPLOYEE shall return to LSU all credit cards, keys, computers, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of EMPLOYEE.

13. **Annual Leave and Overtime.** Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-



season, and recruiting period, while having fewer responsibilities in the off-season), EMPLOYEE will **not** earn or accrue annual leave, nor will EMPLOYEE be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any one week. EMPLOYEE's Base Salary has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.

A. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice that he will be credited with annual leave pursuant to this Section 13. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive his right to annual leave (both retroactively and/or

EMPLOYEE: 

LSU: 

prospectively) in lieu of making the payments that would otherwise be required under this Section 13. EMPLOYEE will accrue and use sick leave in accordance with LSU policy.

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

14. **Entire Contract.** This Agreement, including Schedule A, constitutes and expresses the entire agreement and understanding of the parties concerning the employment of EMPLOYEE by LSU and shall, upon the effective date hereof, supersede any other oral or written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.

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



representative(s) authorized by this Agreement, that purport to amend or waive any terms of this Agreement.

16. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
17. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
18. **Sovereign Immunity Not Waived.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
19. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirement of law, legislative enactment, or executive order, or an act of God.





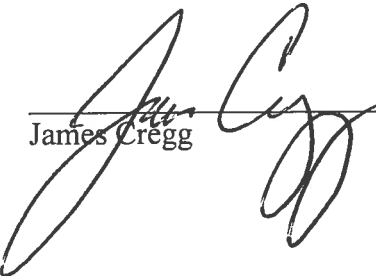
20. **Governing Laws.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having subject matter and personal jurisdiction over the parties that is domiciled in East Baton Rouge Parish, Louisiana.



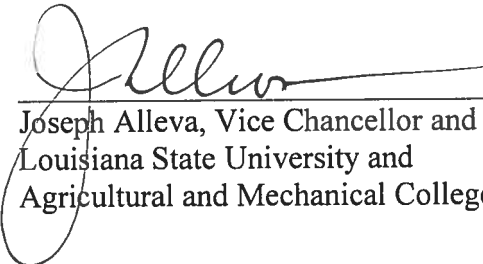
THE PARTIES hereto have executed this Agreement on the day, month and year first above written.

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

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

 \_\_\_\_\_  
James Gregg Date 11/11/18

**RECOMMENDED:**

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

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

EMPLOYEE: 

LSU: 

**Schedule A – Supplemental Terms for James Cregg**

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

1. Subject to the terms and conditions set forth in Section 7.A of the Agreement, EMPLOYEE shall receive Post-Season Incentive Compensation in the amounts, and based on attaining the goals, shown below. The maximum aggregate amount of Post-Season Incentive Compensation allowable to be paid shall be \$75,000:

- |    |   |             |
|----|---|-------------|
| a) | Western Division Representative SEC Championship Game | \$10,000 OR |
|    | SEC Champions   | \$15,000    |

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

- |    |   |             |
|----|---|-------------|
| b) | Non College Football Playoff (CFP) Bowl Participant | \$10,000 OR |
| c) | CFP Bowl Participant                                | \$25,000 OR |
| d) | CFP Semifinal Game Participant                      | \$35,000 OR |
| e) | CFP National Championship Game Participant          | \$45,000 OR |
| f) | CFP National Champion                               | \$60,000    |

2. Section 8 of the Agreement is supplemented to add the following subsections after the end of subsection C:

- D. One-time reimbursement of household moving expenses in accordance with LSU policy and state law;

EMPLOYEE:



LSU: 

- E. One-time payment of \$5,000 to be used for miscellaneous relocation expenses not reimbursed in accordance with the provisions of subsection D above; and
  - F. Temporary housing at a site chosen by the Athletic Director for a period not to exceed 60 days.
3. All other provisions of the Agreement remain unchanged.

**APPROVED:**

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

\_\_\_\_\_  
 James Cregg Date 1/11/18

**RECOMMENDED:**

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

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

EMPLOYEE: \_\_\_\_\_

\_\_\_\_\_

LSU: MRG



## Summary of Athletic Coaching Contract Steven Ensminger, Assistant Coach Football

		<i>Current</i>	<i>Proposed</i>	<i>Change</i>	<i>%</i>	<i>Notes</i>
<i>Basic</i>	Term Ends	3/31/2020	<b>3/31/2020</b>	N/C		a
	Base Salary	\$ 500,000	\$ <b>500,000</b>		0%	a
	Supplemental Media Comp.	\$ 1,000,000	\$ <b>300,000</b>	\$(700,000)	-70%	b
<i>Incentive</i>	Post-Season (max)	\$ 125,000	\$ <b>125,000</b>	\$ -	0%	c
	Other	\$ 25,000	\$ <b>150,000</b>	\$ 125,000	500%	c
	Academic (max)	\$ -	\$ -	\$ -		
<i>Benefits</i>	Automobile	\$ 9,600	\$ <b>9,600</b>	\$ -		a
	Other					
<b>Total Certain Compensation</b>		<b>\$ 1,500,000</b>	<b>\$ 800,000</b>	<b>\$(700,000)</b>	<b>-47%</b>	

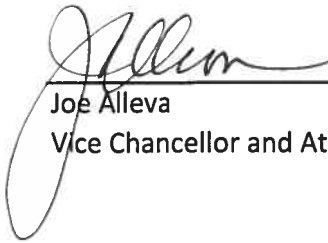
**Notes**

(a) The "current" amounts listed are the amounts earned by the prior Offensive Coordinator. Coach Ensminger's prior Total Certain Compensation was \$325,000 as an Assistant Coach. The "proposed" amounts are those contained in the proposed contract for Coach Ensminger. Automobile payment is up to \$800/month. Club membership is at the option of the Head Coach.

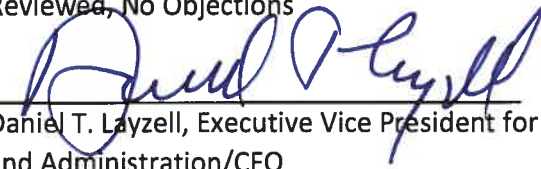
(b) Supplemental Media Compensation will remain the same during the duration of the contract.

(c) As per Schedule A of Coach Ensminger's contract, he will receive set amounts for team achievements in SEC and for post season bowl compensation. Coach Ensminger's Other Incentives include National Offensive Coordinator of the Year and five performance incentives including scoring offense, red zone efficiency, 3rd down efficiency, turnovers, and total offense. The performance incentives are applicable if LSU is ranked in the Top 3 of the SEC.

Recommended

  
 \_\_\_\_\_  
 Joe Alleva  
 Vice Chancellor and Athletic Director

Reviewed, No Objections

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

Reviewed, No Objections

\_\_\_\_\_  
 Tom Skinner, LSU General Counsel

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of this 11th day of January, 2018, by and between BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE, a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by F. King Alexander, its duly authorized President, and Steven Ensminger (“EMPLOYEE”):

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

- A. “LSU”: The campus of Louisiana State University and Agricultural and Mechanical College which is located in Baton Rouge, Louisiana.
- B. “President”: The President of Louisiana State University and Agricultural and Mechanical College.
- C. “Athletic Director”: The Vice Chancellor and Director of Athletics at LSU.
- D. “Base Salary Amount”: The annual sum of Five Hundred Thousand and No/100 dollars (\$500,000.00).
- E. “Start Date”: January 11, 2018.
- F. “End Date”: March 31, 2020.
- G. “Program”: The intercollegiate Football program at LSU.
- H. “Team”: The intercollegiate athletic team which is a part of the Program.

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

EMPLOYEE: 

LSU: 

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

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

- A. Performing all duties reasonably assigned to EMPLOYEE by the Head Coach of the Team or the Athletic Director so long as such duties are consistent with those duties typically assigned to Offensive Coordinators at colleges or universities that compete in the college football classification generally known as the Power Five, within the National Collegiate Athletic Association ("NCAA");
- B. Promoting the success of the Team and its student athletes both athletically and academically;
- C. Being reasonably knowledgeable, with reasonable assistance from LSU, of: (i) all applicable federal and state laws governing intercollegiate athletics; and (ii) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the NCAA, the Southeastern Conference (SEC), LSU, and any other conference or organization of which LSU is or becomes a member during the term of this Agreement; all hereinafter collectively referred to as "**Governing Athletics Regulations**";
- D. Complying with all Governing Athletics Regulations;

- E. Promptly reporting any known or reasonably suspected violation(s) of Governing Athletics Regulations to the Athletic Director and the Associate Athletic Director for Compliance;
- F. Cooperating fully in any investigation of possible NCAA violations conducted or authorized by LSU, the SEC, or the NCAA at any time;
- G. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- H. Reasonably understanding, observing, upholding, and promoting LSU's written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student athletes, and recruiting can be conducted consistent with LSU's mission;
- I. Cultivating and maintaining reasonable interaction with members of the LSU community, in accordance with the policies and instructions of the Head Coach of the Team and the Athletic Director;
- J. Using reasonable efforts to exercise due care and supervision to ensure that all student athletes and other individuals under or subject to EMPLOYEE's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;
- K. Using reasonable efforts to promote the goal of LSU that every student athlete obtains a baccalaureate degree, and reasonably cooperating with academic

EMPLOYEE: 

LSU: 



counselors or similar persons designated by LSU to assist student athletes and the faculty and administrators of LSU in connection with the academic pursuits of student athletes;

L. Performing these duties at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU; and

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

4. **Term.** The term (the “Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 11 of this Agreement. This Agreement will automatically be renewed for an additional period of one year effective the day after the End Date and each anniversary thereof unless the Agreement has been terminated pursuant to Section 11 or written notice of non-renewal has been given by either party at least 30 days before the End Date.

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

EMPLOYEE: 

LSU: 

6. **Supplemental Compensation.**

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

Three Hundred Thousand and No/100 (\$300,000.00) Dollars – Effective January 11, 2018 through March 31, 2020.

B. Without the prior written approval of the President, EMPLOYEE shall not appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. EMPLOYEE shall not appear in or make any commercial or make any commercial endorsement without the prior written approval of the President and the Athletic Director. Such approval shall not be unreasonably withheld.

7. **Incentive Compensation.**

A. **Post-Season Incentive Compensation.** In the event the Team participates in post-season game(s), EMPLOYEE may earn Post-Season Incentive Compensation as additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play, in accordance with LSU's policies and procedures. The additional sum or sums, if payable, shall be considered earned only if EMPLOYEE is coaching Team on the date of the game

EMPLOYEE: 

LSU: 

at which a post-season goal is attained (or, for SEC Regular Season Champion, the date of the last SEC game in Team's sport played by any SEC team during the regular season) and shall be paid within sixty (60) days following the final post-season game in which Team participates. This Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. Post-Season Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the involved foundation.

- B. **Academic Incentive Compensation.** In the event LSU adopts policies and procedures providing for incentive payments to EMPLOYEE for attainment by the Team of certain academic performance goals, LSU will pay EMPLOYEE Academic Incentive Compensation in accordance with those policies and procedures. The additional sum or sums, if payable, shall be considered earned on the date(s) set forth in such policies and procedures. More than one (1) academic incentive may be earned by EMPLOYEE during a single contract year; however, the total amount of Academic Incentive Compensation shall not exceed any cap established for such compensation in LSU's policies and procedures. Academic Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the involved foundation. To be eligible for such compensation, EMPLOYEE must be employed by LSU on the date on which the incentives are considered earned.

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

D. **Team Performance Incentive Compensation.** EMPLOYEE shall be paid incentive compensation should the team performance at the end of a football season (including post season game(s)) if LSU is ranked in the Top 3 in the SEC in the following categories:

Scoring Offense	\$25,000.00
Red Zone Offense	\$25,000.00
3 <sup>RD</sup> Down Conversions	\$25,000.00
Turnovers	\$25,000.00
Total Offense	\$25,000.00

The Team Performance Incentive Compensation, if payable, shall be considered earned as of the final SEC Football Team Statistics publication issued after the final post season game involving a SEC football team (typically early to mid-January) and shall be paid within sixty (60) days of that date. The maximum amount EMPLOYEE may earn in Team Performance Incentive Compensation is \$125,000.00.

8. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to participate in the retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts (including state retirement benefits) based only upon the Base Salary Amount and any Post-Season Incentive Compensation and in accordance with the limitations of state retirement laws and regulations. EMPLOYEE acknowledges that sums paid or authorized under Sections 6 (Supplemental Compensation), 7.B (Academic Incentive Compensation), 7.C (Coaching Recognition Incentive Compensation), 7.D (Team Performance Incentive Compensation), 8 (Retirement and Fringe Benefits), 9 (Additional Revenue), and 10 (Sports Camps) shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined in Louisiana Revised Statutes 11:403 and 11:701, or other applicable Louisiana retirement laws, and shall not be included as compensation for the purpose of computation of retirement benefits. EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other

compensation paid pursuant to this Agreement. During the term of this Agreement and in accordance with applicable LSU policy and applicable law, EMPLOYEE will also receive the following benefits, part or all of which may be payable from affiliated foundation funds, subject to approval of LSU and the involved foundation:

- A. Membership(s) in a social club, such as the University Club of Baton Rouge, provided that: (i) monthly dues shall be payable from affiliated foundation funds, subject to approval of such involved foundation which shall not be unreasonably withheld; (ii) business-related (non-personal) expenses incurred in accordance with LSU and foundation policy will be reimbursed from affiliated foundation funds; and (iii) EMPLOYEE shall be responsible for payment of all personal charges;
- B. Mobile communications device and service for business purposes; and
- C. (i) An annual automobile allowance in an amount of \$800 per month or, to the extent consistent with state ethics law, use of courtesy vehicle(s) provided by dealership(s); and (ii) related automobile insurance reimbursed from affiliated foundation funds.

9. **Additional Revenue.**

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


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

10. **Sports Camps.** Subject to limitations imposed by this Section and compliance with applicable laws, LSU policies and procedures, and Governing Athletics Regulations, EMPLOYEE may operate or work at sports camps/clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional income to EMPLOYEE from operation of sports camps/clinics. EMPLOYEE shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or interests in such a camp or clinic to any other person or entity, without the prior written approval of the President.

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

A. **Termination by LSU for Cause.** This Agreement may be terminated for cause by LSU, acting through the President, at any time prior to its expiration, upon written notice to EMPLOYEE. In the event of termination for cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), and all other compensation

EMPLOYEE: 

LSU: 

and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation (including Incentive Compensation) earned prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

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

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

- (1) Committing a material violation of Governing Athletics Regulations, or failing promptly to report any known or reasonably suspected material violation by another person to the Athletic Director and the Associate Athletic Director for Compliance;
- (2) Committing or being convicted of either: (i) any felony; or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- (3) Engaging in serious misconduct which: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein





without adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU;

- (4) Unreasonably refusing or repeatedly failing to perform any duties imposed upon EMPLOYEE herein (including, but not limited to, those duties and responsibilities set forth in Section 3 of this Agreement), or failing to perform the same to the best of EMPLOYEE's reasonable ability, after written notice to EMPLOYEE of LSU's reasonable expectation;
- (5) Knowingly committing material or repeated violations of any provision of this Agreement, provided said initial violations are not cured within ten (10) days of EMPLOYEE's receipt of written notice of the same;
- (6) Prolonged absence from LSU without its consent, which will not unreasonably be withheld;
- (7) (i) Committing fraud in the performance of any duties and responsibilities herein, including, but not limited to, fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or (ii) counseling, instructing, encouraging, or knowingly permitting any other person to commit such fraud;
- (8) (i) Failing to respond accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or during any prior employment at any other institution of higher

learning, which request or inquiry is propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any other person to fail to so respond;

- (9) (i) Participating in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any student athlete or other individual under or subject to EMPLOYEE's control, authority, or supervision to participate in such activity;
- (10) (i) Furnishing any information or data, other than information or data provided to the general public through press conferences, news releases, and the like, relating in any manner to any intercollegiate sport or any student athlete to any individual whom EMPLOYEE knows (or has constructive knowledge) to be a gambler, bettor, or bookmaker, or an agent of any such person; or (ii) counseling, instructing, or encouraging any student athlete or other individual under EMPLOYEE's control, authority, or supervision to furnish such information or data;
- (11) Using or consuming alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period

as to substantially impair EMPLOYEE's ability to perform the duties herein;

- (12) Selling, purchasing, using, or possessing any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by EMPLOYEE is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith;
- (13) Knowingly encouraging or permitting the sale, purchase, use, or possession by any student athlete or other individual under EMPLOYEE's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- (14) (i) Failing to reasonably cooperate in the investigation and enforcement of Governing Athletics Regulations; or (ii) counseling, instructing, or encouraging any other person to fail to cooperate in such investigation and enforcement;
- (15) Subject to any right of administrative appeal permitted or granted to EMPLOYEE by the NCAA or SEC, the making or rendition of a finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by EMPLOYEE of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of EMPLOYEE which


were knowingly and intentionally permitted, encouraged, or condoned by EMPLOYEE, or about which violations EMPLOYEE knew and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of violations during employment of EMPLOYEE at any other institution of higher education);  
or

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

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

- (1) LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages, in lieu of any and all compensation or sums otherwise due under the terms of this Agreement, and in lieu of any and all other legal remedies or equitable relief as detailed below. In the event of termination by LSU without cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which written notice of

EMPLOYEE: 

LSU: 

termination is given, or on such later date as may be set forth by LSU in the written notice of termination.

- (2) Liquidated damages under this Section 11.B will be the Base Salary Amount and the Supplemental Compensation Amount for the remaining term of this Agreement, including any extended term. A partial year shall be prorated.
- (3) Liquidated damages under this Section 11.B will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the term of this Agreement, including any extended term.
- (4) In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section 11.B shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive from the termination date until LSU's obligation pursuant to this Section 11.B to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment as soon as practicable at a prevailing market salary resulting from arm's length negotiations. In the event EMPLOYEE obtains other employment, EMPLOYEE will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by EMPLOYEE and the amount of offset due to LSU.
- (5) The parties have bargained for this liquidated damages provision, giving consideration to the following: This is a contract for personal services. The

EMPLOYEE: 

LSU: 

parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause EMPLOYEE to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages to be suffered by EMPLOYEE in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that all liquidated damages provided for herein are not in any way a donation or a penalty, but rather are a good faith estimate of damages that will be incurred in the event of termination.

**C. Termination by EMPLOYEE Without Cause.**

- (1) EMPLOYEE shall have the right to terminate this Agreement without cause upon written notice to LSU. In the event EMPLOYEE terminates this Agreement without cause, EMPLOYEE will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date which, unless otherwise agreed to in writing by LSU and EMPLOYEE, shall be the earlier of: (i) the date on which EMPLOYEE provides written notice of termination to LSU; (ii) the date on which EMPLOYEE accepts employment from another employer; or

EMPLOYEE: 

LSU: 

(iii) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. EMPLOYEE shall be obligated and hereby agrees to provide LSU written notice of termination within twenty-four (24) hours of accepting employment, whether verbally or in writing, with another employer. LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation (including Incentive Compensation) earned pursuant to this Agreement prior to the termination date.

- (2) Liquidated damages under this Section 11.C shall be (i) forty (40%) percent of all remaining guaranteed Base Salary and Supplemental Compensation due under the Agreement on the termination date if EMPLOYEE accepts employment in a non-head coaching position with another Southeastern Conference football program or a Division I-A Football Bowl Subdivision program within a 500 mile radius of LSU; or (ii) fifteen (15%) percent of all remaining guaranteed Base Salary and Supplemental Compensation due under the Agreement on the termination date if EMPLOYEE accepts employment in a non-head coaching position with a Division I-A Football Bowl Subdivision program outside a 500 mile radius of LSU. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term. EMPLOYEE must notify LSU in writing of the payment option he elects on or before the

date the first monthly installment would be due. If EMPLOYEE elects the lump sum option, payment in full shall be due on or before sixty (60) days after the termination date. If EMPLOYEE elects to pay in monthly installments, each installment shall be due on or before the last day of each remaining month in the Agreement. EMPLOYEE shall not owe LSU any liquidated damages if EMPLOYEE terminates this Agreement to accept a head coaching position. EMPLOYEE may terminate the Agreement for any reason after December 1, 2019, without owing LSU any liquidated damages or buyout as set forth above.

- (3) The parties have bargained for this liquidated damages provision, giving consideration to the following: This is a contract for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term, including any extended term, would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement for EMPLOYEE's position with Team, in addition to potentially increased compensation costs and loss of ticket revenues, loss of recruits or current student-athletes, and intangible damages such as damages to LSU and/or the Program's reputation and goodwill, which damages are impossible to determine with any certainty. EMPLOYEE recognizes that his promise to work for LSU until this Agreement's expiration by lapse of term (including any extended term) is an essential consideration of and a material inducement for LSU's decision to employ him in the position described in Section 2, above. EMPLOYEE also



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

- (4) Unless notice of termination under this Section 11 has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent or representative shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the Athletic Director.

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

- (1) In lieu of termination for cause, and apart from any rights it may have under Section 11.A, LSU may impose disciplinary sanctions less severe than termination upon EMPLOYEE, up to and including suspension or leave without pay for a period no longer than ninety (90) days for any act or omission which would be grounds for termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously.
- (2) LSU may suspend EMPLOYEE for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether EMPLOYEE has violated any laws or Governing Athletics Regulations. During such suspension, EMPLOYEE shall receive only the Base Salary Amount, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of EMPLOYEE, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to EMPLOYEE the benefits and other compensation herein otherwise payable to EMPLOYEE during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such affiliated foundation, subject to its approval. Suspension under this subsection shall

not be considered a waiver of nor shall it limit any rights of LSU to terminate EMPLOYEE for cause.

- (3) EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA or SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.

**E. Termination by Death or Disability.** In the event of the death of EMPLOYEE or the incapacity of EMPLOYEE to perform the obligations described in this Agreement with or without reasonable accommodation by reason of illness or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue indefinitely or beyond a reasonable period of time, which shall not be less than sixty (60) days, unless otherwise mutually agreed to by the parties in writing, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.

**F. Exclusive Remedies and Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members,

officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or expectation income, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, EMPLOYEE shall have no right to occupy the position set forth in Section 2, above, and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

12. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to EMPLOYEE by LSU or developed by EMPLOYEE on behalf of or at the expense of LSU or otherwise in connection with LSU's employment of EMPLOYEE are and shall remain the sole and confidential property of LSU. EMPLOYEE shall be entitled to retain a copy of game plans, self-scout reports and cut ups developed during the term of this Agreement. Within

EMPLOYEE: 

LSU: 

ten (10) days following the expiration or termination of this Agreement, EMPLOYEE shall cause any such materials in EMPLOYEE's possession or control to be delivered to LSU. At the same time, EMPLOYEE shall return to LSU all credit cards, keys, computers, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of EMPLOYEE.

13. **Entire Contract.** This Agreement, including Schedule A, constitutes and expresses the entire agreement and understanding of the parties concerning the employment of EMPLOYEE by LSU and shall, upon the effective date hereof, supersede any other oral or written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.

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

15. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
16. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
17. **Sovereign Immunity Not Waived.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
18. **“Force Majeure” Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirement of law, legislative enactment, or executive order, or an act of God.
19. **Governing Laws.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having subject matter and personal jurisdiction over the parties that is domiciled in East Baton Rouge Parish, Louisiana.

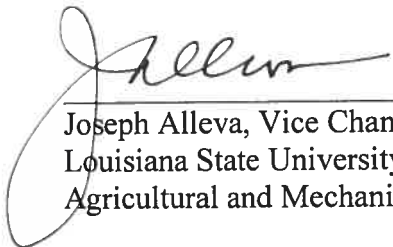
THE PARTIES hereto have executed this Agreement on the day, month and year first above written.

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

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

  
\_\_\_\_\_  
Steven Ensminger                                      Date  
1/10/18

**RECOMMENDED:**

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

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

**Schedule A – Supplemental Terms for Steven Ensminger**

This Schedule A supplements and further defines the provisions of the Employment Agreement dated January 11, 2018, entered into between LSU and Steven Ensminger, to which it is attached (the “Agreement”). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

1. Subject to the terms and conditions set forth in Section 7.A of the Agreement, EMPLOYEE shall receive Post-Season Incentive Compensation in the amounts, and based on attaining the goals, shown below. The maximum aggregate amount of Post-Season Incentive Compensation paid shall be \$125,000:

- |    |  |             |
|----|--|-------------|
| a) | Western Division Representative SEC Championship Game      | \$15,000 OR |
|    | SEC Champions  | \$25,000    |
|    | AND the highest goal attained of any one of the following: |             |
| b) | Non College Football Playoff (CFP) Bowl Participant        | \$15,000 OR |
| c) | CFP Bowl Participant                                       | \$25,000 OR |
| d) | CFP Semifinal Game Participant                             | \$50,000 OR |
| e) | CFP National Championship Game Participant                 | \$75,000 OR |
| f) | CFP National Champion                                      | \$100,000   |

2. All other provisions of the Agreement remain unchanged.

**[Signatures on Next Page]**





**LSU System Health Plan  
Income Statement  
Plan Year Ending December 31, 2017 and 2016**

	2017	2016
<b>Revenues:</b>		
Premiums	\$115,586,389.22	\$117,947,505.33
Dividends	104,701.31	69,627.28
Investment Earnings	556,206.79	532,530.95
Total Revenues	<u>116,247,297.32</u>	<u>118,549,663.56</u>
<b>Expenses:</b>		
Claims Paid	108,266,274.53	111,011,139.91
Stop Loss Insurance	292,778.20	671,024.90
Administration Fees	4,686,570.81	5,407,778.12
Affordable Care Act Fees		458,920.81
Write Offs	0.00	0.00
Total Expenses	<u>113,245,623.54</u>	<u>117,548,863.74</u>
Change in Fund Balance	3,001,673.78	1,000,799.82
Fund Balance at Beginning Of Year	31,359,714.89	30,358,915.07
Fund Balance at End Of Year	<u><u>\$34,361,388.67</u></u>	<u><u>\$31,359,714.89</u></u>

**LSU System Health Plan  
Statement of Net Assets  
Plan Year Ending December 31, 2017 and 2016**

	<b>2017</b>		<b>2016</b>
<b>Assets:</b>			
Cash	\$12,719,158.11	Cash	\$8,930,313.86
Investments	30,681,803.29	Investments	31,035,961.05
Accounts Receivable	492,427.27	Accounts Receivable	1,362,198.30
<b>Total Assets</b>	<b><u>\$43,893,388.67</u></b>	<b>Total Assets</b>	<b><u>\$41,328,473.21</u></b>
<b>Liabilities:</b>		<b>Liabilities:</b>	
Accounts Payable	9,532,000.00	Accounts Payable	9,968,758.32
Other Liabilities	0.00	Other Liabilities	0.00
<b>Total Liabilities</b>	<b><u>9,532,000.00</u></b>	<b>Total Liabilities</b>	<b><u>9,968,758.32</u></b>
 Total Net Assets	 <b><u>\$34,361,388.67</u></b>	 Total Net Assets	 <b><u>\$31,359,714.89</u></b>

**LSU System Health Plan  
Accounts Receivable Detail  
Plan Year Ending December 31, 2017**

Provider Refunds	66,482.72
COBRA Premiums	24,312.83
Agency Premiums	16,430.52
Pharmacy Rebate	384,961.10
Restitution	200.00
Cigna Refund Unclaimed Property	40.10
AR Balance	<u><u><b>\$492,427.27</b></u></u>

**LSU System Health Plan  
Accounts Payable Detail  
Plan Year Ending December 31, 2017**

IBNR	\$9,532,000.00
Affordable Care Act Fees	0.00
ESI	0.00
Citizen RX Adm Fees	0.00
AP Balance	<u><u><b>\$9,532,000.00</b></u></u>

**LSU**  
**Deposit and Collateral Report**  
**For the Quarter Ended December 31, 2017**

Deposits Requiring Posting of Collateral:	Demand Deposit Sweep/MMA Repurchase	Certificates of Deposit	Total Deposits in Financial Institutions	Collateral (1)
<b>LSU A&amp;M, LSU Alexandria, LSU Eunice, LSU Shreveport, and Health Sciences Ctr New Orleans</b>				
Chase - LSU, Health Plan Premium	\$ 53,680,313		\$ 53,680,313	\$ 125,000,000
Capital One - LSU-A	3,799,323		3,799,323	3,799,323
St. Landry Bank - LSU-E	854,569		854,569	1,490,285
Campus Federal Credit Union - LSU-S		\$ 100,237	100,237	250,000
Capital One (Hibernia National Bank) - LSU-S	41,478,485		41,478,485	42,053,055
Chase-HSCNO	31,167,254	18,600	31,185,854	31,862,380
<b>Total</b>	<b>\$ 130,979,944</b>	<b>\$ 118,837</b>	<b>\$ 131,098,781</b>	<b>\$ 204,455,043</b>
<b>LSU Health Shreveport</b>				
US Bank	\$ 3,805		\$ 3,805	\$ 250,000
Regions Bank-Shreveport	67,309,947		67,309,947	77,248,729
Regions Bank-Shreveport Endowment Fds	8,429,003		8,429,003	
<b>Total</b>	<b>\$ 75,742,755</b>	<b>\$ -</b>	<b>\$ 75,742,755</b>	<b>\$ 77,498,729</b>
<b>LSU HCSD</b>				
JP Morgan Chase (HCSD)	\$ 80,382,971		\$ 80,382,971	\$ 83,263,963
Capital One (MCLNO Trust Fund)	4,029,716		4,029,716	4,105,136
<b>Total</b>	<b>\$ 84,412,687</b>	<b>\$ -</b>	<b>\$ 84,412,687</b>	<b>\$ 87,369,099</b>
<b>Total Requiring Collateral</b>	<b>\$ 291,135,386</b>	<b>\$ 118,837</b>	<b>\$ 291,254,223</b>	<b>\$ 369,322,871</b>
<b>Deposits In Trust or Federal Obligations Not Requiring Collateral</b>				
Federated Money Markets	\$ 30,365,536		\$ 30,365,536	
Federated Funds-Treas. Oblig. (2)	1,769		1,769	
<b>Total</b>	<b>\$ 30,367,305</b>	<b>\$ -</b>	<b>\$ 30,367,305</b>	
<b>Total Deposits</b>	<b>\$ 321,502,691</b>	<b>\$ 118,837</b>	<b>\$ 321,621,528</b>	

- (1) Collateral amounts include FDIC coverage of \$250,000 on Demand Deposits, \$250,000 on CD's and \$250,000 by the National Credit Union Share Insurance Fund on deposits with Campus Federal Credit Union.
- (2) One Group & Federated Funds are no-load, open ended mutual funds investing in U.S. Treasury obligations.



**LSU**  
**Investment Summary**  
**For the Quarter Ended December 31, 2017**

Fund Description	As of 7/1/2017	As of 9/30/2017		As of 12/31/2017		As of 3/31/2018		As of 06/30/2018	
	Value	Cost	Market Value	Cost	Market Value	Cost	Market Value	Cost	Market Value
<b>LSU Health Shreveport</b>									
<b>Current Funds</b>									
Cash/Sweeps S.	\$57,669,013	\$53,477,458	\$53,477,458	\$67,313,752	\$67,313,752				
<b>Cash/Sweeps</b>	<b>\$57,669,013</b>	<b>\$53,477,458</b>	<b>\$53,477,458</b>	<b>\$67,313,752</b>	<b>\$67,313,752</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Money Market Accounts/Repos (A)	\$118	\$6	\$6	\$17	\$17				
Treasury Notes (B)	\$998,960	\$1,000,000	\$999,330	\$1,734,836	\$1,733,178				
Agency Securities (B)	\$6,073,394	\$5,609,045	\$5,573,248	\$4,855,809	\$4,804,698				
Mortgaged Backed Securities (B)	\$441,044	\$331,842	\$323,821	\$271,211	\$265,015				
Municipal Bonds (E)	\$15,944,949	\$17,535,599	\$17,448,017	\$18,498,299	\$18,312,114				
Corporate Bonds (D)	\$1,257,980	\$1,263,637	\$1,264,595	\$252,125	\$251,875				
<b>Total</b>	<b>\$82,385,458</b>	<b>\$79,217,587</b>	<b>\$79,086,475</b>	<b>\$92,926,049</b>	<b>\$92,680,649</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Endowment Funds</b>									
Cash/Sweeps	\$6,883,023	\$6,880,687	\$6,880,687	\$8,429,003	\$8,429,003				
Equity Securities (C)	\$15,006	\$7,650	\$14,821	\$7,650	\$15,523				
Mutual Funds	\$53,956,268	\$50,429,841	\$55,246,699	\$48,460,320	\$53,627,499				
<b>Total</b>	<b>\$60,854,297</b>	<b>\$57,318,178</b>	<b>\$62,142,207</b>	<b>\$56,896,973</b>	<b>\$62,072,025</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Grand Total</b>	<b>\$143,239,755</b>	<b>\$136,535,765</b>	<b>\$141,228,682</b>	<b>\$149,823,022</b>	<b>\$154,752,674</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>LSU HCSD</b>									
<b>Current Funds</b>									
Cash/Sweeps	\$72,234,882	\$71,049,717	\$71,049,717	\$80,382,971	\$80,382,971				
<b>Total</b>	<b>\$72,234,882</b>	<b>\$71,049,717</b>	<b>\$71,049,717</b>	<b>\$80,382,971</b>	<b>\$80,382,971</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Other Funds</b>									
Cash/Sweeps	\$4,879,243	\$3,684,891	\$3,684,891	\$4,029,716	\$4,029,716				
Money Market Accounts/Repos (A)	\$8,504,473	\$8,525,204	\$8,525,204	\$8,545,270	\$8,545,270				
Equity Securities (C)	\$400,421	\$406,621	\$406,621	\$414,854	\$414,854				
US Gov Related Securities	\$6,404	\$2,697	\$2,697	\$1,769	\$1,769				
<b>Total</b>	<b>\$13,790,541</b>	<b>\$12,212,792</b>	<b>\$12,619,413</b>	<b>\$12,576,755</b>	<b>\$12,991,609</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Grand Total</b>	<b>\$86,025,423</b>	<b>\$83,262,509</b>	<b>\$83,669,130</b>	<b>\$92,959,726</b>	<b>\$93,374,580</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>System Total</b>	<b>\$815,087,569</b>	<b>\$912,460,635</b>	<b>\$912,569,579</b>	<b>\$861,718,888</b>	<b>\$861,093,439</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

\* Negative balance in the cash/Sweeps section of the current funds does not represent an actual negative bank balance, rather it represents a timing difference of the allocation of the current funds.

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

\*\*\* LSU Paid Campuses include the following: LSU, LSU Ag Center, LSUA, LSUE, LSUS, and the Pennington Biomedical Research Center.

**BENCHMARK NOTES (Example Only)**

(A) Benchmarked against 90 day T-Bill

(B) Benchmarked against Barclay's US Agg Bond TR USD

(C) US equities benchmarked against Russell 3000 and international against MSCI emerging markets

(D) Benchmarked against XYZ

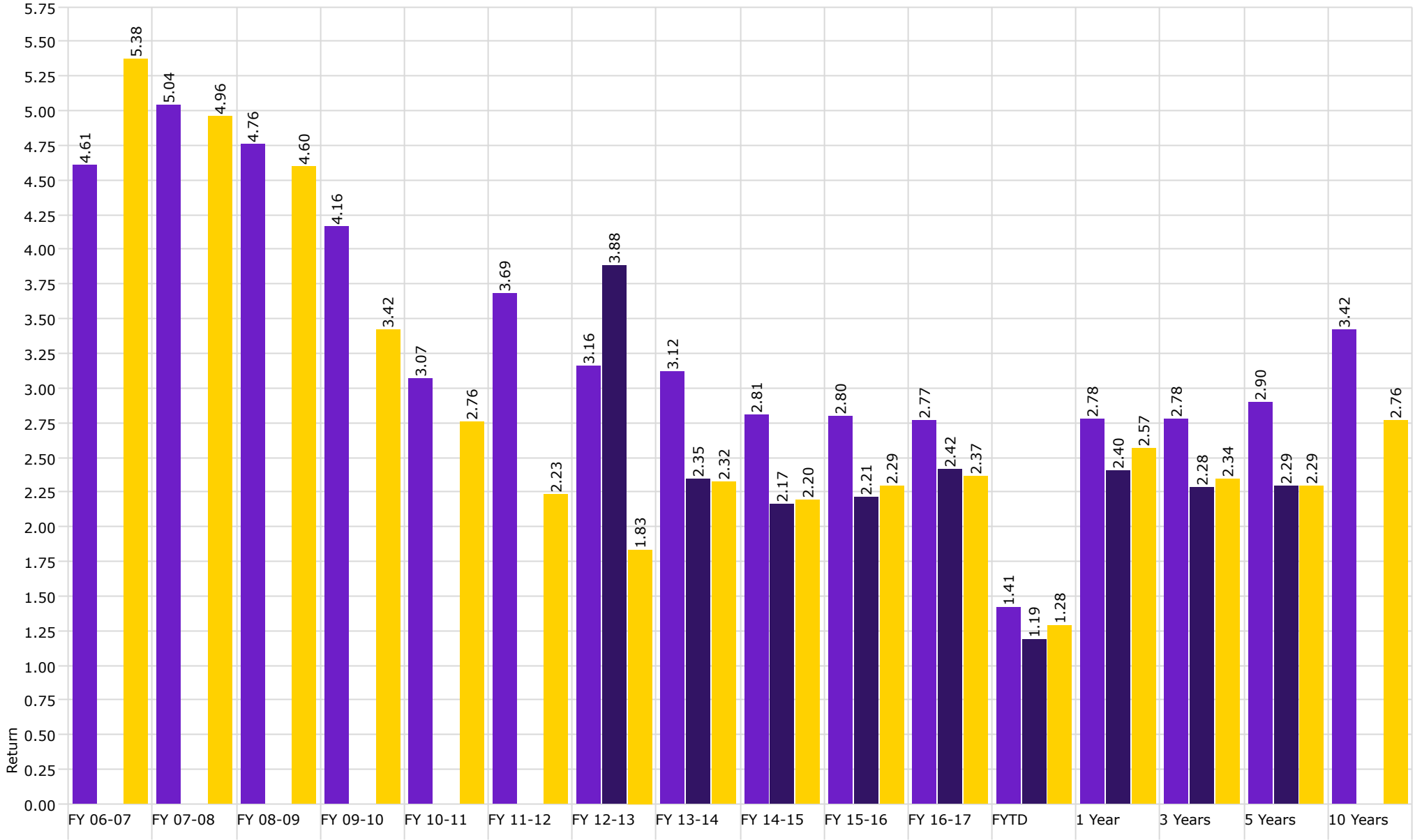
(E) Benchmarked against XYZ

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



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

As of 12/31/2017



■ Non Endowed

■ Health Plan

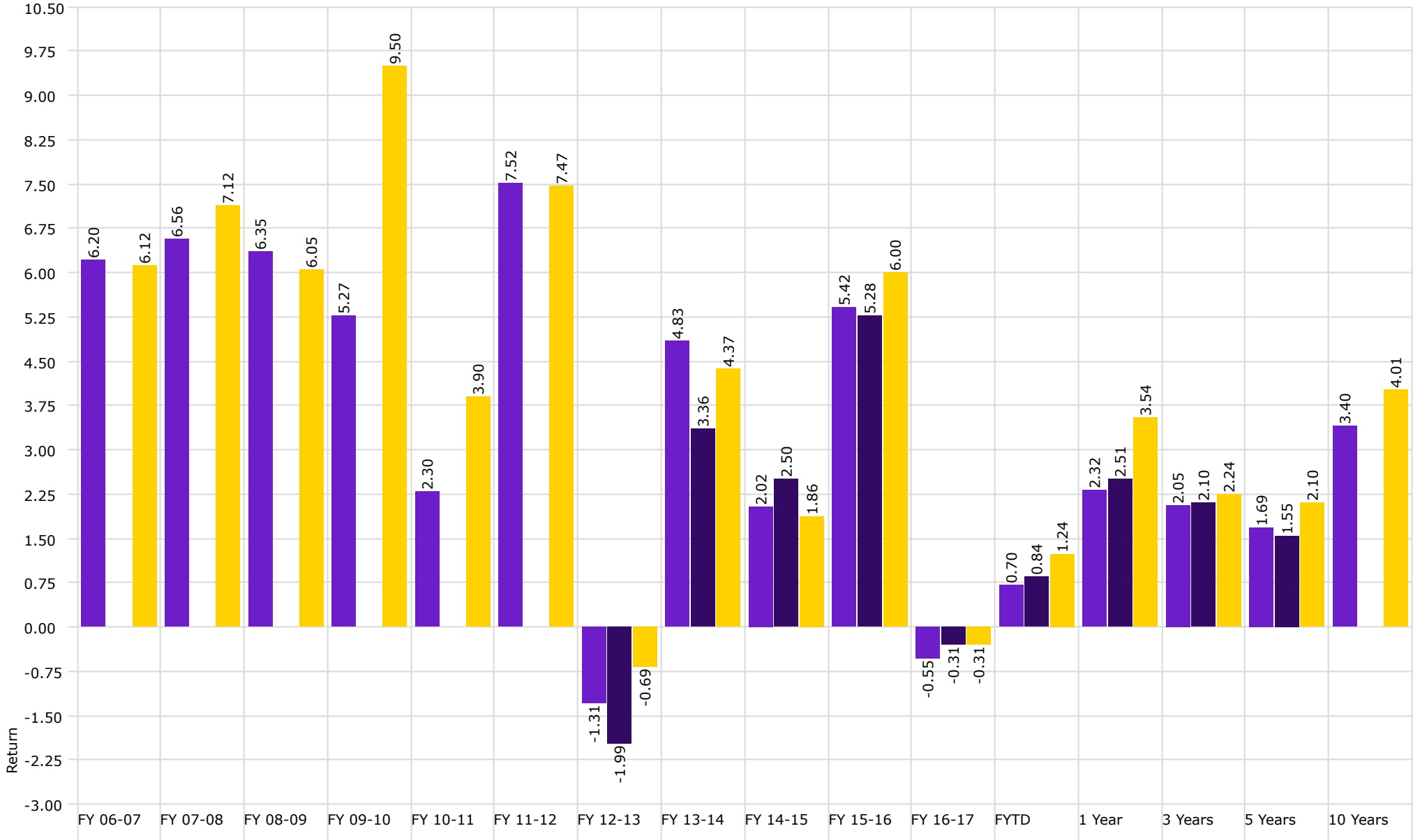
■ Barclays Aggregate Bond Index





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

As of 12/31/2017



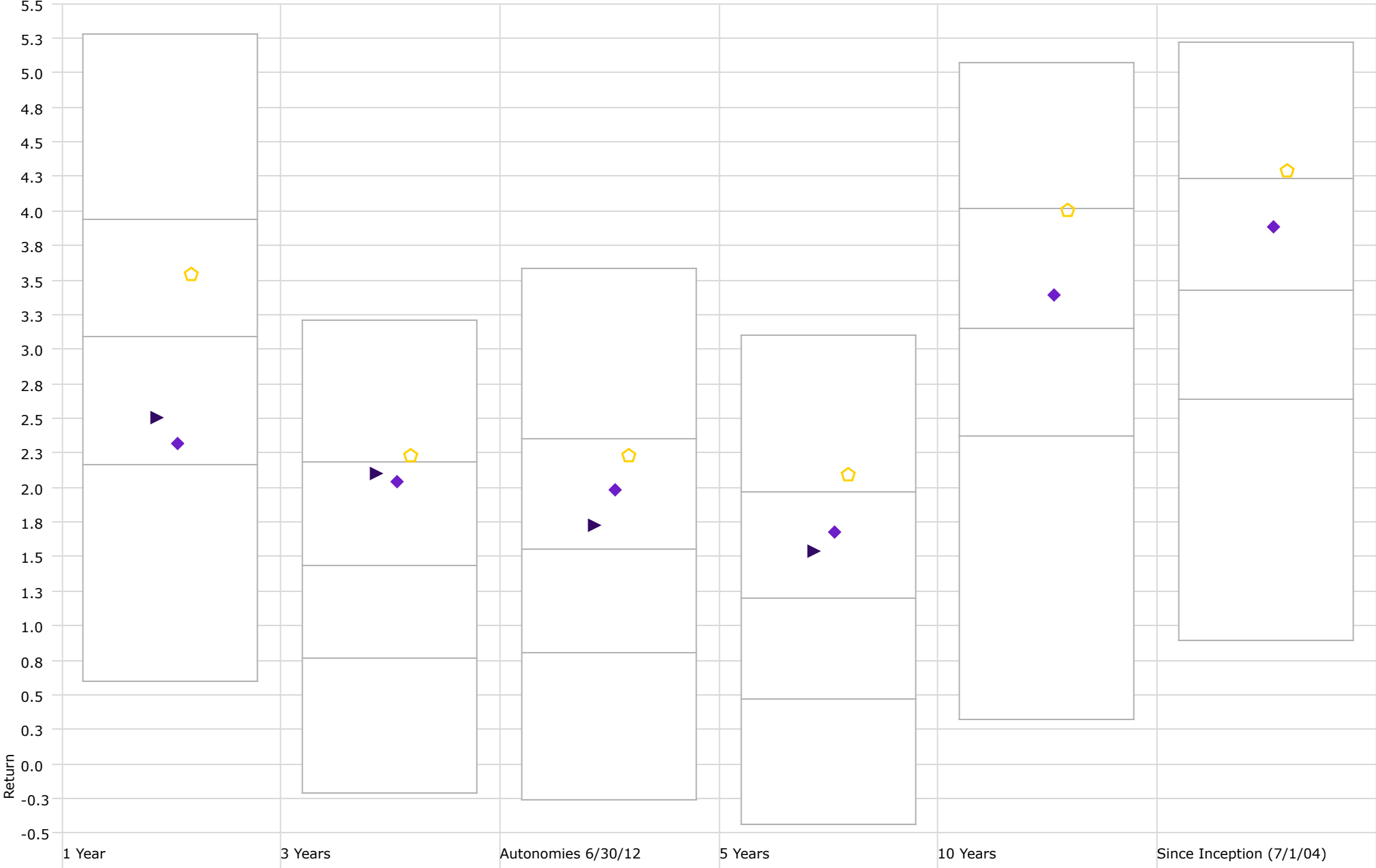
■ Non Endowed

■ Health Plan

■ Barclays Aggregate Bond Index

# Performance Relative to Peer Group (Total Return)

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



◆ Non Endowed

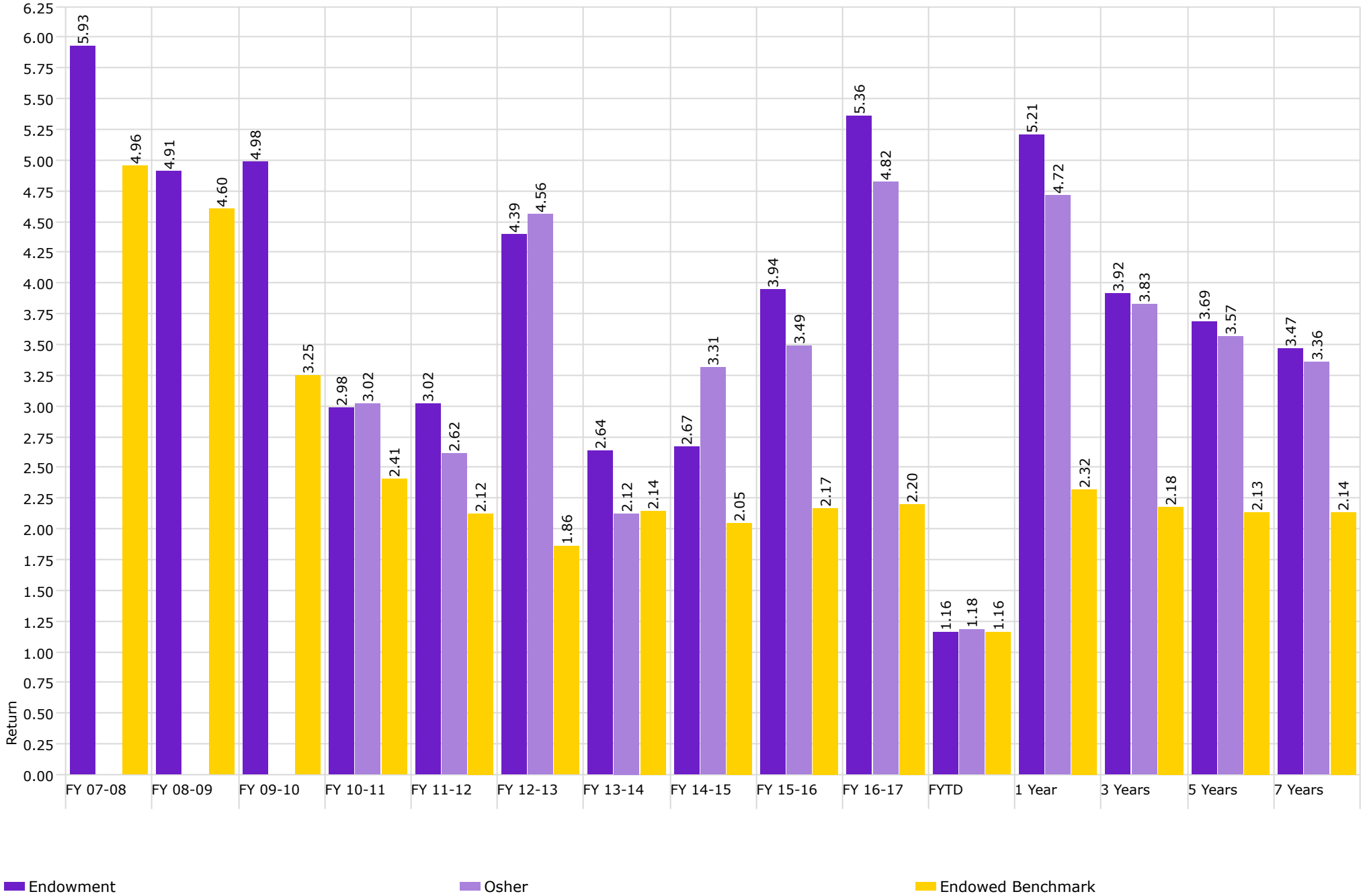
▶ Health Plan

⬠ Barclays Aggregate Bond Index



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

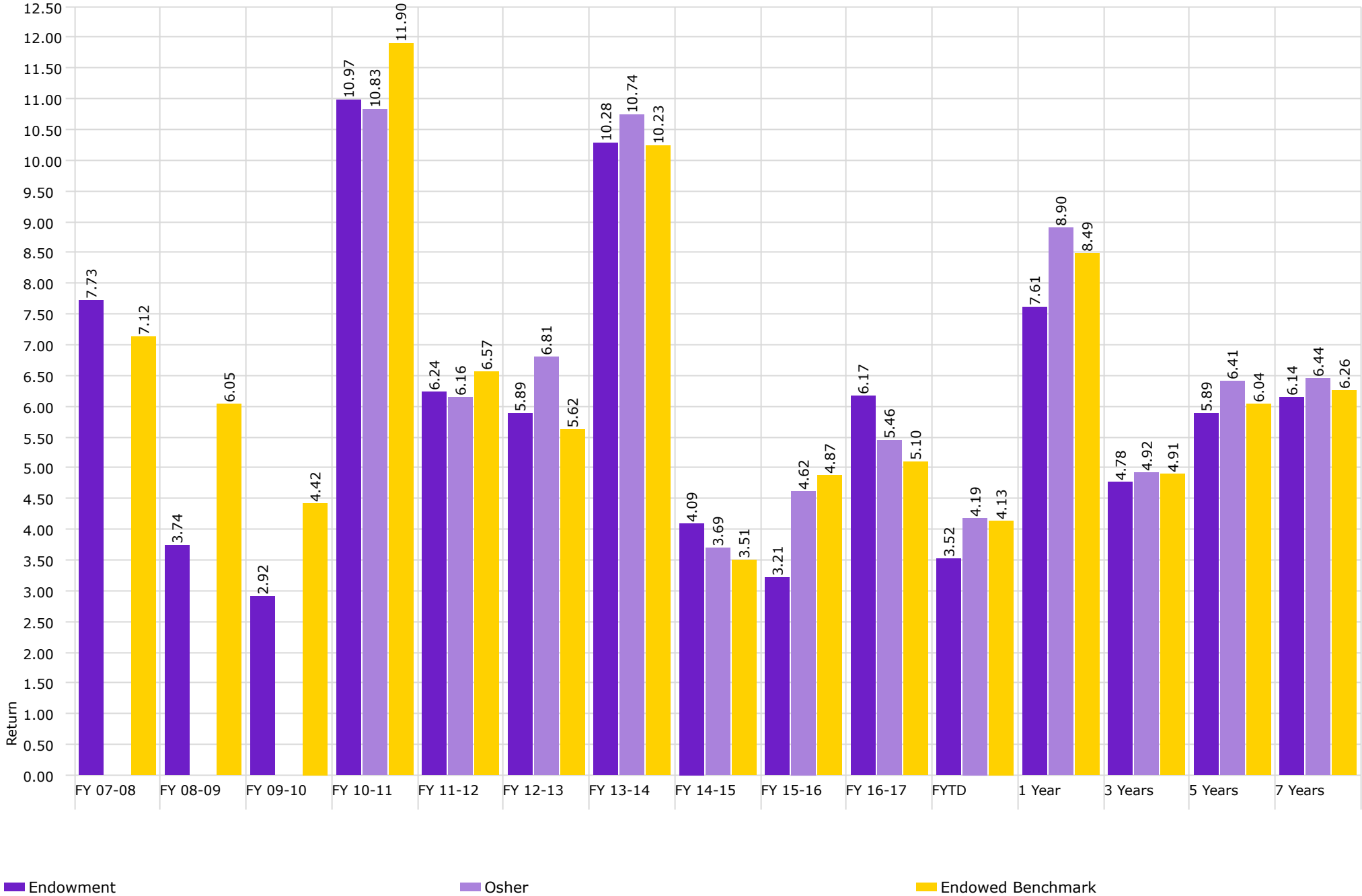
As of 12/31/2017





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

As of 12/31/2017



# **Louisiana State University**



**2017-2018 Semi-annual Financial Report  
For period ending December 31, 2017**

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## CAMPUS CORRESPONDENCE

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*To:* F. King Alexander  
President and Chancellor

Date: January 23, 2018

*From:* Daniel T. Layzell  
Executive Vice President for Finance and Administration/CFO

*Subject:* Semi-Annual FY 2017-2018 Financial Report

The first semi-annual financial report for FY 2017-18 shows that LSU is on track to complete the fiscal year within its approved operating budget.

The staff and I will be happy to answer any questions concerning the data in the report.

<b>Unrestricted Operations</b>		<b>Actual Amount for each semi-annual period in 2017-2018</b>		
		<b>Adjusted Operating Budget</b>	<b>1st &amp; 2nd Quarter</b>	<b>3rd &amp; 4th Quarter</b>
<b>Revenues</b>				
General Fund	115,513,766	67,383,030		67,383,030
Statutory Dedications	13,214,363	3,375,429		3,375,429
Interim Emergency Board	0	0		0
Interagency Transfers	7,522,893	3,749,895		3,749,895
Interagency Transfers - Federal Stimulus	0	0		0
Self Generated Revenues	413,816,716	347,246,073		347,246,073
Federal Funds	0	0		0
<b>Total Revenues</b>	<b>550,067,738</b>	<b>421,754,427</b>	<b>0</b>	<b>421,754,427</b>
<b>Expenditures by Object:</b>				
Salaries		120,587,166		120,587,166
Other Compensation		16,240,383		16,240,383
Related Benefits		49,759,696		49,759,696
<b>Personal Services</b>		<b>186,587,245</b>	<b>0</b>	<b>186,587,245</b>
Travel		1,734,215		1,734,215
Operating Services		17,328,318		17,328,318
Supplies		7,435,520		7,435,520
<b>Operating Expenses</b>		<b>26,498,053</b>	<b>0</b>	<b>26,498,053</b>
Professional Services		2,810,927		2,810,927
Other Charges		67,632,788		67,632,788
Debt Services		0	0	0
Interagency Transfers		0	0	0
<b>Other Charges</b>		<b>70,443,716</b>	<b>0</b>	<b>70,443,716</b>
General Acquisitions		3,932,847		3,932,847
Library Acquisitions		140,241		140,241
Major Repairs		0	0	0
<b>Acquisitions and Major Repairs</b>		<b>4,073,088</b>	<b>0</b>	<b>4,073,088</b>
<b>Total Expenditures</b>		<b>287,602,102</b>	<b>0</b>	<b>287,602,102</b>
<b>Expenditures by Function:</b>				
Instruction		99,174,300		99,174,300
Research		27,786,510		27,786,510
Public Service		2,499,812		2,499,812
Academic Support (Includes Library)		34,445,634		34,445,634
<b>Academic Expenditures</b>		<b>163,906,255</b>	<b>0</b>	<b>163,906,255</b>
Student Services		8,558,897		8,558,897
Institutional Support		18,218,375		18,218,375
Scholarships/Fellowships		66,735,212		66,735,212
Plant Operations/Maintenance		29,789,657		29,789,657
Hospital		0	0	0
Transfers out of agency		393,705		393,705
Athletics		0	0	0
Other		0	0	0
<b>Non-Academic Expenditures</b>		<b>123,695,846</b>	<b>0</b>	<b>123,695,846</b>
<b>Total Expenditures</b>		<b>287,602,102</b>	<b>0</b>	<b>287,602,102</b>



**LSU A&M  
Restricted Operations**

**Semi-Annual Revenues and Expenditures Executive Summary**

	<b>Beginning Acct/Fund Balance</b>	<b>1st &amp; 2nd Quarter Fund Balance</b>	<b>3rd &amp; 4th Quarter Fund Balance</b>
State Appropriations	0	0	0
Restricted Fees	22,901,527	36,444,969	36,444,969
Sales and Services of Educational Activities	13,601,076	13,773,215	13,773,215
Auxiliaries	35,666,501	62,665,093	62,665,093
Endowment Income	17,392,835	16,943,488	16,943,488
Grants and Contracts	2,573,658	13,915,632	13,915,632
Indirect Cost Recovered	54,176,812	61,400,389	61,400,389
Gifts	10,541,467	9,961,907	9,961,907
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	22,777,665	12,237,542	12,237,542
<b>TOTAL</b>	<b>179,631,541</b>	<b>227,342,235</b>	<b>227,342,235</b>

**Overview and Analysis of Campus Operations**

The self-generated revenues for the first and second quarter include tuition and fees collected for the summer, fall, and a portion of the spring term.

# Semi -Annual Overview of Restricted Operations

Campus: *Louisiana State University A&M*

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2017-2018						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
<b>Revenues</b>							
Restricted State Appropriations	0	0	0	0	0		0
Restricted Fees	22,901,527	27,648,556	14,105,114	36,444,969			36,444,969
Sales & Svcs of Educ. Activ's	13,601,076	10,920,173	10,748,033	13,773,215			13,773,215
Auxiliaries (List)							0
1 - Athletic Department	1,562,287	58,325,724	65,439,069	(5,551,059)			(5,551,059)
2 - Golf Course	1,087,472	448,609	396,856	1,139,225			1,139,225
3 - Residential Life	8,546,080	33,454,848	14,506,919	27,494,010			27,494,010
4 - Lab School Cafeteria	427,154	399,944	198,754	628,344			628,344
5 - Copier Mgmt & Mailing Services	4,902,522	1,012,943	671,047	5,244,418			5,244,418
6 - University Stores	449,343	2,453,153	2,372,972	529,524			529,524
7 - Parking, Traffic & Transportation	5,326,774	9,324,456	4,910,611	9,740,619			9,740,619
8 - Student Health	2,394,400	8,138,376	4,247,305	6,285,472			6,285,472
9 - Student Media	584,673	988,409	464,263	1,108,819			1,108,819
10 - University Auxiliary Services	3,644,542	2,144,141	1,190,865	4,597,818			4,597,818
11 - Union	6,741,254	7,554,710	2,848,062	11,447,902			11,447,902
12							
13							
14							
15							
Endowment Income	17,392,835	1,005,746	1,455,093	16,943,488			16,943,488
Grants and Contracts							
Federal	363,068	48,849,557	49,575,981	(363,355)			(363,355)
State and Local	1,294,660	19,636,023	17,363,754	3,566,929			3,566,929
Private	915,930	17,479,783	7,683,654	10,712,058			10,712,058
Indirect Cost Recovered	54,176,812	11,883,265	4,659,688	61,400,389			61,400,389
Gifts	10,541,467	9,854,187	10,433,747	9,961,907			9,961,907
Federal Funds		0		0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0		0	0		0
Physician Practice Plans		0		0	0		0
Medicare		0		0	0		0
Medicaid		0		0	0		0
Uncompensated Care Costs		0		0	0		0
Sponsored Grants and Contracts		0		0	0		0
Sales and Services Other		0		0	0		0
All Other Sources	22,777,665	4,078,143	6,905,605	12,237,542			12,237,542
<b>TOTAL</b>	<b>179,631,541</b>	<b>275,600,746</b>	<b>220,177,390</b>	<b>227,342,235</b>	<b>0</b>	<b>0</b>	<b>227,342,235</b>

## Report on Restricted Operations

**Federal Grants:** The University must incur the expenses and seek reimbursement. Revenue is recognized after the expenses are incurred.

**State Grants:** Board of Regents grants provide a large part of the funding in advance, which provides positive cash flow for state projects.

**Indirect Cost Recovered:** The fund balance is comprised of funds that are earmarked to be used as start-up funds for new faculty members, matching funds for grants, high cost maintenance expenses for research equipment or lab renovations, and other unexpected costs. The start up costs can range from \$100,000 for a researcher in Humanities and Social Sciences to \$500,000 for researchers in Engineering to amounts in excess of \$3 million for an internationally renowned researcher in the College of Science.



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Development  
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FAX: (225) 578-4143

Governmental Relations  
(225) 578-4967  
FAX: (225) 578-4143

Accounting Services  
103 J. Norman Efferson Hall  
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(225) 578-4648  
FAX: (225) 578-0735

Ag Leadership  
106 Knapp Hall  
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Communications  
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Facilities Planning  
210 J. Norman Efferson Hall  
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Human Resource Management  
and Diversity  
103 J. Norman Efferson Hall  
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Baton Rouge, LA 70803-0106  
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Information Technology  
118 Knapp Hall  
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Sponsored Programs and  
Intellectual Property  
104 J. Norman Efferson Hall  
110 LSU Union Square  
Baton Rouge, LA 70803-0106  
(225) 578-6030

Date: January 12, 2018

To: F. King Alexander, President and Chancellor  
LSU System

From: William Richardson, Vice President for Agriculture  
LSU Agricultural Center

RE: Fourth Quarter Budget Report for FY 2016-2017

As discussed in recent reports, the AgCenter’s budget plan and disciplined position control has brought us to the point where the budget is largely stabilized. The challenge of insufficient resources to meet programmatic/clientele demand continues, but the level of programs offered now is better aligned with the level of resources available. This has come at a cost, however. Well over 500 positions have been eliminated since 2008; multiple research stations closed; departments merged; 124 senior faculty lost in three retirement incentive programs offered; and many programs downsized, re-missioned or eliminated. It is extremely difficult to meet the normal demands of the agricultural industry, much less emerging issues, new threats, and forward-looking research to ensure the industry is well-positioned many years into the future.

As always, we note that because the AgCenter is a nonstudent campus, increases in tuition and student fees are not available as a revenue source. The GRAD Act does not provide relief for the AgCenter in terms of funding.

A limited hiring freeze continued throughout FY 2016-17 and we are monitoring hiring closely in FY 2017-18. The AgCenter is in process of implementing a revised staffing plan for agricultural agents throughout the state. This involves re-design of staffing for program delivery. The 4-H program is involved in a strategic planning process and an overall campus strategic planning process is planned. Many departments are re-configuring course offerings due to the loss of faculty. Several research stations are in the process of downsizing and streamlining some of the more expensive programs.

Loss of staff has other negative impacts including reduced grant funds, issues with the AgCenter’s funding partnership with local governments, and reduced self-generated funds. The AgCenter continues to look at organizational changes through consolidation and elimination of units.

Through careful budgeting this last year, the AgCenter was able to implement a merit raise plan for FY 17-18 which will be extremely helpful in recruiting and retaining faculty and other staff. This follows two years without raises and minimal raises in recent years. Other states that have recovered from the difficult economic years of

2008-2011 have begun investing more heavily in higher education. It is essential that we continue to address salary issues. Otherwise, it is impossible to recruit and retain faculty and staff.

The LSU AgCenter intends to make every effort to maintain its most critical programs, to remain true to the core mission of improving the lives of Louisiana citizens and to provide the most it can for every dollar invested in the AgCenter. Your continued support is valued and appreciated.

Sincerely,

A handwritten signature in blue ink that reads "William B. Richardson". The signature is fluid and cursive, with the first name being the most prominent.

William B. Richardson  
Vice President for Agriculture  
Dean of the College of Agriculture

xc: Ms. Ann Coulon  
Mr. Jim Buras

Dr. F. King Alexander  
January 12, 2018  
Page Two

<b>Unrestricted Operations</b>		Actual Amount for each semi-annual period in 2017-2018		
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
<b>Revenues</b>				
General Fund	67,696,729	39,489,758	0	39,489,758
Statutory Dedications	4,352,059	1,512,117	0	1,512,117
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	6,807,967	600,292	0	600,292
Federal Funds	13,018,275	2,818,134	0	2,818,134
<b>Total Revenues</b>	<b>91,875,030</b>	<b>44,420,301</b>	<b>0</b>	<b>44,420,301</b>
<b>Expenditures by Object:</b>				
Salaries		31,969,034	0	31,969,034
Other Compensation		305,028	0	305,028
Related Benefits		15,251,971	0	15,251,971
Personal Services		<b>47,526,033</b>	<b>0</b>	<b>47,526,033</b>
Travel		1,369,386	0	1,369,386
Operating Services		5,037,691	0	5,037,691
Supplies		3,014,652	0	3,014,652
Operating Expenses		<b>9,421,729</b>	<b>0</b>	<b>9,421,729</b>
Professional Services		796,338	0	796,338
Other Charges		5,584,457	0	5,584,457
Debt Services		0	0	0
Interagency Transfers		0	0	0
Other Charges		<b>6,380,795</b>	<b>0</b>	<b>6,380,795</b>
General Acquisitions		2,530,794	0	2,530,794
Library Acquisitions		0	0	0
Major Repairs		0	0	0
Acquisitions and Major Repairs		<b>2,530,794</b>	<b>0</b>	<b>2,530,794</b>
<b>Total Expenditures</b>		<b>65,859,351</b>	<b>0</b>	<b>65,859,351</b>
<b>Expenditures by Function:</b>				
Instruction		268,499	0	268,499
Research		25,756,819	0	25,756,819
Public Service		17,378,099	0	17,378,099
Academic Support (Includes Library)		1,507,368	0	1,507,368
Academic Expenditures		<b>44,910,785</b>	<b>0</b>	<b>44,910,785</b>
Student Services		923	0	923
Institutional Support		18,888,554	0	18,888,554
Scholarships/Fellowships		34,303	0	34,303
Plant Operations/Maintenance		2,024,786	0	2,024,786
Hospital		0	0	0
Transfers out of agency		0	0	0
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		<b>20,948,566</b>	<b>0</b>	<b>20,948,566</b>
<b>Total Expenditures</b>		<b>65,859,351</b>	<b>0</b>	<b>65,859,351</b>

	<b>Beginning Acct/Fund Balance</b>	<b>1st &amp; 2nd Quarter Fund Balance</b>	<b>3rd &amp; 4th Quarter Fund Balance</b>
State Appropriations	0	0	0
Restricted Fees		0	0
Sales and Services of Educational Activities	1,418,933	1,711,472	
Auxiliaries	0	0	
Endowment Income	488,539	474,745	
Grants and Contracts	4,674,698	6,364,974	
Indirect Cost Recovered	142,508	140,547	
Gifts	5,784,257	5,390,698	
Federal Funds	0	0	
Hospitals	0	0	
All Other Sources	10,588,942	11,226,948	
<b>TOTAL</b>	<b>23,097,877</b>	<b>25,309,384</b>	<b>0</b>

**Overview and Analysis of Campus Operations**

Budget planning, disciplined position control, and the absence of a mid-year cut in FY16-17 has brought us to the point where the budget is largely stabilized. We continue to monitor hiring very closely. A revised staffing plan for agricultural agents throughout the state is being implemented. Several research stations are in the process of downsizing and streamlining some of the more expense programs.

**Semi -Annual Overview of Restricted Operations**

Campus: LSU AgCenter

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2017-2018						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
<b>Revenues</b>							
Restricted State Appropriations		0		0	0		0
Restricted Fees		0		0	0		0
Sales & Svcs of Educ. Activ's	1,418,933	1,186,848	894,309	1,711,472	0		1,711,472
Auxiliaries (List)							0
1		0		0	0		0
2		0		0	0		0
3		0		0	0		0
4		0		0	0		0
5		0		0	0		0
6		0		0	0		0
7		0		0	0		0
8		0		0	0		0
9		0		0	0		0
10		0		0	0		0
11		0		0	0		0
12		0		0	0		0
13		0		0	0		0
14		0		0	0		0
15		0		0	0		0
Endowment Income	488,539	23,854	37,648	474,745	0		474,745
Grants and Contracts							
Federal	(93,264)	3,309,059	3,566,496	(350,701)	0		(350,701)
State and Local	3,522,324	7,913,867	7,564,976	3,871,215	0		3,871,215
Private	1,245,638	4,651,161	3,052,339	2,844,460	0		2,844,460
Indirect Cost Recovered	142,508	0	1,961	140,547	0		140,547
Gifts	5,784,257	1,250,826	1,644,385	5,390,698	0		5,390,698
Federal Funds		0		0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0		0	0		0
Physician Practice Plans		0		0	0		0
Medicare		0		0	0		0
Medicaid		0		0	0		0
Uncompensated Care Costs		0		0	0		0
Sponsored Grants and Contracts		0		0	0		0
Sales and Services Other		0		0	0		0
All Other Sources	10,588,942	6,763,819	6,125,813	11,226,948	0		11,226,948
<b>TOTAL</b>	<b>23,097,877</b>	<b>25,099,434</b>	<b>22,887,927</b>	<b>25,309,384</b>	<b>0</b>	<b>0</b>	<b>25,309,384</b>

**Report on Restricted Operations**



## **Semi-Annual Budget Summary Narrative**

**For the Period Ending December 31, 2017**

### **Revenues**

Unrestricted Revenues were received as anticipated. Restricted revenues in the form of gifts, grants and contracts are also at expected levels. All other collections are within expected levels.

The Pennington Biomedical Research Center Stores Auxiliary revenues were as anticipated for the first half of the fiscal year. We will continue to closely monitor the stores operations to ensure operations remain viable.

### **Expenditures**

Unrestricted expenditures are at anticipated levels. Restricted funds expenditures are within expected parameters. There are no unexpected or material variances in relation to the budget. Overall, expenditure budgets are in line with expected expenditures for the fiscal year.

A handwritten signature in blue ink, appearing to read "John P. Kirwan", written over a horizontal line.

John P. Kirwan, Ph.D.  
Executive Director



Unrestricted Operations		Actual Amount for each semi-annual period in 2017-2018		
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
<b>Revenues</b>				
General Fund	16,182,659	9,439,831	0	9,439,831
Statutory Dedications	96,556	36,740	0	36,740
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	845,561	123,886	0	123,886
Federal Funds	0	0	0	0
<b>Total Revenues</b>	<b>17,124,776</b>	<b>9,600,457</b>	<b>0</b>	<b>9,600,457</b>
<b>Expenditures by Object:</b>				
Salaries		5,900,488	0	5,900,488
Other Compensation		539,923	0	539,923
Related Benefits		2,207,726	0	2,207,726
Personal Services		<b>8,648,137</b>	<b>0</b>	<b>8,648,137</b>
Travel		22,302	0	22,302
Operating Services		422,351	0	422,351
Supplies		570,213	0	570,213
Operating Expenses		<b>1,014,866</b>	<b>0</b>	<b>1,014,866</b>
Professional Services		29,177	0	29,177
Other Charges		3,650	0	3,650
Debt Services		0	0	0
Interagency Transfers		0	0	0
Other Charges		<b>32,827</b>	<b>0</b>	<b>32,827</b>
General Acquisitions		0	0	0
Library Acquisitions		0	0	0
Major Repairs		64,222	0	64,222
Acquisitions and Major Repairs		<b>64,222</b>	<b>0</b>	<b>64,222</b>
<b>Total Expenditures</b>		<b>9,760,052</b>	<b>0</b>	<b>9,760,052</b>
<b>Expenditures by Function:</b>				
Instruction		1,812	0	1,812
Research		1,699,826	0	1,699,826
Public Service		80,184	0	80,184
Academic Support (Includes Library)		3,047,090	0	3,047,090
Academic Expenditures		<b>4,828,912</b>	<b>0</b>	<b>4,828,912</b>
Student Services		0	0	0
Institutional Support		2,674,999	0	2,674,999
Scholarships/Fellowships		0	0	0
Plant Operations/Maintenance		2,255,745	0	2,255,745
Hospital		0	0	0
Transfers out of agency		396	0	396
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		<b>4,931,140</b>	<b>0</b>	<b>4,931,140</b>
<b>Total Expenditures</b>		<b>9,760,052</b>	<b>0</b>	<b>9,760,052</b>

	<b>Beginning Acct/Fund Balance</b>	<b>1st &amp; 2nd Quarter Fund Balance</b>	<b>3rd &amp; 4th Quarter Fund Balance</b>
State Appropriations	0	0	0
Restricted Fees	0	0	0
Sales and Services of Educational Activities	175,065	194,545	194,545
Auxiliaries	104,444	0	161,570
Endowment Income	0	161,570	0
Grants and Contracts	4,269,096	0	4,416,002
Indirect Cost Recovered	4,742,828	0	5,904,871
Gifts	510,583	0	955,882
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	644,311	0	921,610
<b>TOTAL</b>	<b>10,446,327</b>	<b>12,554,480</b>	<b>12,554,480</b>

**Overview and Analysis of Campus Operations**

# Semi -Annual Overview of Restricted Operations

Campus: Pennington Biomedical Research Center

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2017-2018						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
<b>Revenues</b>							
Restricted State Appropriations		0		0	0		0
Restricted Fees		0	0	0	0		0
Sales & Svcs of Educ. Activ's	175,065	82,378	62,898	194,545	0		194,545
Auxiliaries (List)							0
1 Stores	104,444	622,426	565,300	161,570	0		161,570
2		0		0	0		0
3		0		0	0		0
4		0		0	0		0
5		0		0	0		0
6		0		0	0		0
7		0		0	0		0
8		0		0	0		0
9		0		0	0		0
10		0		0	0		0
11		0		0	0		0
12		0		0	0		0
13		0		0	0		0
14		0		0	0		0
15		0		0	0		0
Endowment Income		0		0	0		0
Grants and Contracts							
Federal	(65,540)	10,797,036	10,323,915	407,581	0		407,581
State and Local	1,999,516	328,691	1,498,582	829,625	0		829,625
Private	2,335,120	4,200,880	3,357,204	3,178,796	0		3,178,796
Indirect Cost Recovered	4,742,828	4,006,649	2,844,606	5,904,871	0		5,904,871
Gifts	510,583	1,531,306	1,086,007	955,882	0		955,882
Federal Funds		0		0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0		0	0		0
Physician Practice Plans		0		0	0		0
Medicare		0		0	0		0
Medicaid		0		0	0		0
Uncompensated Care Costs		0		0	0		0
Sponsored Grants and Contracts		0		0	0		0
Sales and Services Other		0		0	0		0
All Other Sources	644,311	386,720	109,421	921,610	0		921,610
<b>TOTAL</b>	<b>10,446,327</b>	<b>21,956,086</b>	<b>19,847,933</b>	<b>12,554,480</b>	<b>0</b>	<b>0</b>	<b>12,554,480</b>

## Report on Restricted Operations

**Louisiana State University of Alexandria**  
**Semi-Annual Financial Report Narrative**

*Overview and Analysis of Campus Operations:*

Campus operations are occurring as anticipated. The unrestricted and restricted operating budgets were budgeted at steady-state enrollment. The significant enrollment management endeavors that were implemented in prior fiscal years to increase enrollment and student retention continue to be successful. Once again, Summer and Fall enrollment was higher than anticipated. Spring enrollment is also anticipated to increase.

*Report on Restricted Operations:*

Restricted operations are also as anticipated. The Athletic Department cost savings measures that were put in place by the Athletic Director for FY18 has reduced the deficit. Children's Center is no longer in a deficit. Adjustments made going in to FY18 to compensate for lower enrollment numbers while at the same time increasing marketing in order to bring in additional students and revenue have proven successful. Campus Housing, Campus Card Operations, Museum, and Grants & Contracts historically run in a deficit due to the timing of the revenue posted.

**Appendix A  
Semi-Annual Revenues and Expenditures Executive Summary**

<b>Unrestricted Operations</b>		<b>Actual Amount for each semi-annual period in 2017-2018</b>		
	<b>Adjusted Operating Budget</b>	<b>1st &amp; 2nd Quarter</b>	<b>3rd &amp; 4th Quarter</b>	<b>Cumulative Total</b>
<b>Revenues</b>				
General Fund	4,847,690	2,827,818	0	2,827,818
Statutory Dedications	275,077	104,514	0	104,514
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	16,391,127	14,868,315	0	14,868,315
Federal Funds	0	0	0	0
<b>Total Revenues</b>	<b>21,513,894</b>	<b>17,800,647</b>	<b>0</b>	<b>17,800,647</b>
<b>Expenditures by Object:</b>				
Salaries		4,805,446	0	4,805,446
Other Compensation		122,603	0	122,603
Related Benefits		2,380,034	0	2,380,034
Personal Services		<b>7,308,084</b>	<b>0</b>	<b>7,308,084</b>
Travel		58,944	0	58,944
Operating Services		964,462	0	964,462
Supplies		344,653	0	344,653
Operating Expenses		<b>1,368,060</b>	<b>0</b>	<b>1,368,060</b>
Professional Services		404,959	0	404,959
Other Charges		942,183	0	942,183
Debt Services		0	0	0
Interagency Transfers		0	0	0
Other Charges		<b>1,347,143</b>	<b>0</b>	<b>1,347,143</b>
General Acquisitions		114,961	0	114,961
Library Acquisitions		2,797	0	2,797
Major Repairs		51,300	0	51,300
Acquisitions and Major Repairs		<b>169,058</b>	<b>0</b>	<b>169,058</b>
<b>Total Expenditures</b>		<b>10,192,344</b>	<b>0</b>	<b>10,192,344</b>
<b>Expenditures by Function:</b>				
Instruction		4,891,355	0	4,891,355
Research		0	0	0
Public Service		0	0	0
Academic Support (Includes Library)		808,424	0	808,424
Academic Expenditures		<b>5,699,779</b>	<b>0</b>	<b>5,699,779</b>
Student Services		734,053	0	734,053
Institutional Support		1,508,435	0	1,508,435
Scholarships/Fellowships		813,856	0	813,856
Plant Operations/Maintenance		1,436,221	0	1,436,221
Hospital		0	0	0
Transfers out of agency		0	0	0
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		<b>4,492,566</b>	<b>0</b>	<b>4,492,566</b>
<b>Total Expenditures</b>		<b>10,192,344</b>	<b>0</b>	<b>10,192,344</b>

	<b>Beginning Acct/Fund Balance</b>	<b>1st &amp; 2nd Quarter Fund Balance</b>	<b>3rd &amp; 4th Quarter Fund Balance</b>
State Appropriations	0	0	0
Restricted Fees	1,338,816	1,990,738	1,990,738
Sales and Services of Educational Activities	451,374	499,471	499,471
Auxiliaries	1,753,355	2,238,329	2,238,329
Endowment Income	374,656	366,273	366,273
Grants and Contracts	(3,630)	(2,356,260)	(2,356,260)
Indirect Cost Recovered	14,876	14,876	14,876
Gifts	102,399	181,440	181,440
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	73,355	73,355	73,355
<b>TOTAL</b>	<b>4,105,201</b>	<b>3,008,222</b>	<b>3,008,222</b>

**Overview and Analysis of Campus Operations**

Campus operations are occurring as anticipated. The unrestricted and restricted operating budgets were budgeted at steady-state enrollment. The significant enrollment management endeavors that were implemented in prior fiscal years to increase enrollment and student retention continue to be successful. Once again, Summer and Fall enrollment was higher than anticipated. Spring enrollment is also anticipated to increase.

# Semi -Annual Overview of Restricted Operations

Campus: LSU of Alexandria

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2017-2018						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
<b>Revenues</b>							
Restricted State Appropriations		0		0	0		0
Restricted Fees	1,338,816	1,035,444	383,522	1,990,738	0		1,990,738
Sales & Svcs of Educ. Activ's	451,374	156,102	108,005	499,471	0		499,471
Auxiliaries (List)							0
1 - Athletic Department	(478,876)	848,646	714,541	(344,771)	0		(344,771)
2 - Bookstore	1,072,520	74,274	5,437	1,141,356	0		1,141,356
3 - Child Care Center	(9,776)	74,890	63,723	1,391	0		1,391
4 - Campus Housing	39,982	4,977	53,353	(8,394)	0		(8,394)
5 - Campus Card Operations	(3,330)	570	3,125	(5,885)	0		(5,885)
6 - Duplications & Copy	168,133	55,262	74,435	148,960	0		148,960
7 - Golf Course	100,784	26,234	47,943	79,076	0		79,076
8 - Museum	7,303	175,000	192,902	(10,599)	0		(10,599)
9 - Newspaper	77,671	3,710	2,686	78,695	0		78,695
10 - Parking, Street & Safety	378,558	145,976	(2,427)	526,961	0		526,961
11 - Union	343,388	416,169	194,911	564,646	0		564,646
12 - Yearbook	56,998	9,894		66,892	0		66,892
13		0		0	0		0
14		0		0	0		0
15		0		0	0		0
Endowment Income	374,656	26,228	34,611	366,273	0		366,273
Grants and Contracts							
Federal	(14,614)	550,323	3,084,932	(2,549,223)	0		(2,549,223)
State and Local	(2,517)	444,071	257,731	183,823	0		183,823
Private	13,501	87,545	91,905	9,141	0		9,141
Indirect Cost Recovered	14,876	0		14,876	0		14,876
Gifts	102,399	224,733	145,692	181,440	0		181,440
Federal Funds		0		0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0		0	0		0
Physician Practice Plans		0		0	0		0
Medicare		0		0	0		0
Medicaid		0		0	0		0
Uncompensated Care Costs		0		0	0		0
Sponsored Grants and Contracts		0		0	0		0
Sales and Services Other		0		0	0		0
All Other Sources	73,355	0		73,355	0		73,355
<b>TOTAL</b>	<b>4,105,201</b>	<b>4,360,047</b>	<b>5,457,026</b>	<b>3,008,222</b>	<b>0</b>	<b>0</b>	<b>3,008,222</b>

## Report on Restricted Operations

Restricted operations are also as anticipated.

The Athletic Department cost savings measures that were put in place by the Athletic Director for FY18 has reduced the deficit.

Children's Center is no longer in a deficit. Adjustments made going in to FY18 to compensate for lower enrollment numbers while at the same time increasing marketing in order to being in additional students and revenue have proven successful.

Campus Housing, Campus Card Operations, Museum, and Grants & Contracts historically run in a deficit due to the timing of the revenue posted.



## LSU Eunice

### Semi-Annual Financial Report Narrative

#### Overview and analysis of campus operations:

LSU Eunice's unrestricted budget for FY 2017-18 budget is \$14,205,314 and represents an increase from the 2016-17 fiscal year due to an increase in FTE enrollment. LSUE serves a student population of 3,044 and relies on self-generated revenue (66%) and state of Louisiana appropriations (34%) to operate. As compared to the 2016-17 fiscal year, LSUE realized a 4.5% increase in headcount in the fall of 2017. As of December 31, 2017, LSUE's self-generated revenue is \$8,636,223, and it is an increase of 5.5% over the previous year.

In addition, LSUE continues to implement significant cost-saving programs that further share resources with LSU A&M. During the 2017-18 academic year, LSUE has completed the following projects through external grants, the reallocation of current funds and/or the sharing of LSU resources:

- Developed and implemented the LSUE Academy for high achieving students from three surrounding parishes with the first cohort of students that began on August 21, 2017.
- Received approval to begin a new Associate of Applied Science Degree in Diagnostic Medical Sonography.
- Received approval to begin a new Associate of Applied Science Degree in Surgical Technology.
- Completed the renovation of the LSUE Dining Center located in the student union creating a vibrant hub of student engagement activities and greater access to healthy food choices.
- In partnership with LSU's IT staff, LSUE is serving as the "pilot" campus to implement a new student information system, Workday Student, beginning in January of 2018.

#### Report on restricted operations:

Auxiliary operations include athletics, bookstore, student media and union operations. Bookstore revenues remain strong providing additional funding for LSUE to help complete small infrastructure, technology and renovation projects. Restricted operations balance for the period ending December 31, 2017, remains flat at \$2,586,227. To further expand student life opportunities, LSUE will propose an increase in fees for student athletics to add three new varsity sports and to develop club/intramural activities. LSUE's mission is to provide a quality education, student life experiences, and community service opportunities to educate the whole student, and its student life programs remain a vital part of the overall LSUE experience.



**Appendix A  
Semi-Annual Revenues and Expenditures Executive Summary**

<b>Unrestricted Operations</b>		<b>Actual Amount for each semi-annual period in 2017-2018</b>		
	<b>Adjusted Operating Budget</b>	<b>1st &amp; 2nd Quarter</b>	<b>3rd &amp; 4th Quarter</b>	<b>Cumulative Total</b>
<b>Revenues</b>				
General Fund	4,620,901	2,695,525	0	2,695,525
Statutory Dedications	256,030	97,277	0	97,277
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	9,328,383	8,636,223	0	8,636,223
Federal Funds	0	0	0	0
<b>Total Revenues</b>	<b>14,205,314</b>	<b>11,429,025</b>	<b>0</b>	<b>11,429,025</b>
<b>Expenditures by Object:</b>				
Salaries		3,821,892	0	3,821,892
Other Compensation		89,379	0	89,379
Related Benefits		1,793,412	0	1,793,412
Personal Services		<b>5,704,684</b>	<b>0</b>	<b>5,704,684</b>
Travel		48,073	0	48,073
Operating Services		959,557	0	959,557
Supplies		432,278	0	432,278
Operating Expenses		<b>1,439,908</b>	<b>0</b>	<b>1,439,908</b>
Professional Services		37,873	0	37,873
Other Charges		288,564	0	288,564
Debt Services		0	0	0
Interagency Transfers		0	0	0
Other Charges		<b>326,437</b>	<b>0</b>	<b>326,437</b>
General Acquisitions		53,704	0	53,704
Library Acquisitions		0	0	0
Major Repairs		0	0	0
Acquisitions and Major Repairs		<b>53,704</b>	<b>0</b>	<b>53,704</b>
<b>Total Expenditures</b>		<b>7,524,732</b>	<b>0</b>	<b>7,524,732</b>
<b>Expenditures by Function:</b>				
Instruction		2,537,637	0	2,537,637
Research		0	0	0
Public Service		0	0	0
Academic Support (Includes Library)		239,236	0	239,236
Academic Expenditures		<b>2,776,873</b>	<b>0</b>	<b>2,776,873</b>
Student Services		488,825	0	488,825
Institutional Support		2,937,879	0	2,937,879
Scholarships/Fellowships		276,715	0	276,715
Plant Operations/Maintenance		1,044,441	0	1,044,441
Hospital		0	0	0
Transfers out of agency		0	0	0
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		<b>4,747,860</b>	<b>0</b>	<b>4,747,860</b>
<b>Total Expenditures</b>		<b>7,524,732</b>	<b>0</b>	<b>7,524,732</b>

	<b>Beginning Acct/Fund Balance</b>	<b>1st &amp; 2nd Quarter Fund Balance</b>	<b>3rd &amp; 4th Quarter Fund Balance</b>
State Appropriations	0	0	0
Restricted Fees	566,547	1,076,930	1,076,930
Sales and Services of Educational Activities	0	0	0
Auxiliaries	905,301	1,012,158	1,012,158
Endowment Income	88,291	87,416	87,416
Grants and Contracts	58,207	238,478	238,478
Indirect Cost Recovered	100,000	100,000	100,000
Gifts	25,001	49,547	49,547
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	21,699	21,699	21,699
<b>TOTAL</b>	<b>1,765,046</b>	<b>2,586,227</b>	<b>2,586,227</b>

**Overview and Analysis of Campus Operations**

**Semi -Annual Overview of Restricted Operations**

Campus: LSU Eunice

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2017-2018						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
<b>Revenues</b>							
Restricted State Appropriations		0		0	0		0
Restricted Fees	566,547	708,024	197,641	1,076,930	0		1,076,930
Sales & Svcs of Educ. Activ's		0		0	0		0
Auxiliaries (List)							0
1 Bookstore	891,639	864,934	1,051,029	705,545	0		705,545
2 Union	394,200	170,740	86,252	478,688	0		478,688
3 Athletics	(453,227)	440,125	228,695	(241,798)	0		(241,798)
4 Media	72,689	7,284	10,250	69,723	0		69,723
5		0		0	0		0
6		0		0	0		0
7		0		0	0		0
8		0		0	0		0
9		0		0	0		0
10		0		0	0		0
11		0		0	0		0
12		0		0	0		0
13		0		0	0		0
14		0		0	0		0
15		0		0	0		0
Endowment Income	88,291	3,051	3,926	87,416	0		87,416
Grants and Contracts							
Federal		2,579,590	2,605,563	(25,973)	0		(25,973)
State and Local	3,968	362,109	156,865	209,212	0		209,212
Private	54,239	1,384	384	55,239	0		55,239
Indirect Cost Recovered	100,000	0		100,000	0		100,000
Gifts	25,001	199,069	174,523	49,547	0		49,547
Federal Funds		0		0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0		0	0		0
Physician Practice Plans		0		0	0		0
Medicare		0		0	0		0
Medicaid		0		0	0		0
Uncompensated Care Costs		0		0	0		0
Sponsored Grants and Contracts		0		0	0		0
Sales and Services Other		0		0	0		0
All Other Sources	21,699			21,699	0		21,699
<b>TOTAL</b>	<b>1,765,046</b>	<b>5,336,310</b>	<b>4,515,128</b>	<b>2,586,227</b>	<b>0</b>	<b>0</b>	<b>2,586,227</b>

**Report on Restricted Operations**

January 12, 2018

Dr. F. King Alexander  
President  
Louisiana State University  
3810 West Lakeshore Drive  
Baton Rouge, La 70808

Subject: Semi-Annual Budget Report  
For Period Ended December 31, 2017

Dear Dr. Alexander:

Campus operations are occurring as anticipated. During the first half of Fiscal Year 2017-18, LSU Shreveport has seen record enrollment in large part due to our online MBA program. The University's total enrollment for fall 2017 was 5,994 an increase of 28% over fall 2016. This has generated a significant revenue increase over anticipated self-generated budget revenues.

Estimated pro-rated total of the implemented raises for LSU Shreveport is approximately \$400,000. Board of Regents have identified monies to help fund \$400,000 of the HPE Building roof repairs. The remaining dollars of costs will be self-funded through additional revenue generated from online graduate programs and one-time monies for positions such as our College of Arts and Science Dean positions and our Provost/VCAA position that have been vacant. The major budgetary concern at the present time is not FY 2017-18, but FY 2018-19, when a one-cent sales tax levy expires. With the potential threat of permanent budget cuts LSU Shreveport will likely halt searches for faculty that may have been underway. We continue to search for the right candidate for our Provost and College of Arts and Sciences Dean.

The staff and I will be happy to answer any questions concerning the data in the report.

Sincerely,



Barbie Cannon  
Vice Chancellor for Business Affairs

Unrestricted Operations		Actual Amount for each semi-annual period in 2017-2018		
		Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter
<b>Revenues</b>				
General Fund	7,615,400	4,442,318	0	4,442,318
Statutory Dedications	647,443	245,992	0	245,992
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	25,794,397	25,017,329	0	25,017,329
Federal Funds	0	0	0	0
<b>Total Revenues</b>	<b>34,057,240</b>	<b>29,705,639</b>	<b>0</b>	<b>29,705,639</b>
<b>Expenditures by Object:</b>				
Salaries		8,054,648	0	8,054,648
Other Compensation		0	0	0
Related Benefits		3,700,821	0	3,700,821
Personal Services		<b>11,755,469</b>	<b>0</b>	<b>11,755,469</b>
Travel		45,987	0	45,987
Operating Services		1,262,141	0	1,262,141
Supplies		439,609	0	439,609
Operating Expenses		<b>1,747,737</b>	<b>0</b>	<b>1,747,737</b>
Professional Services		3,601,030	0	3,601,030
Other Charges		1,310,409	0	1,310,409
Debt Services		0	0	0
Interagency Transfers		0	0	0
Other Charges		<b>4,911,439</b>	<b>0</b>	<b>4,911,439</b>
General Acquisitions		0	0	0
Library Acquisitions		0	0	0
Major Repairs		85,904	0	85,904
Acquisitions and Major Repairs		<b>85,904</b>	<b>0</b>	<b>85,904</b>
<b>Total Expenditures</b>		<b>18,500,549</b>	<b>0</b>	<b>18,500,549</b>
<b>Expenditures by Function:</b>				
Instruction		7,878,628	0	7,878,628
Research		0	0	0
Public Service		0	0	0
Academic Support (Includes Library)		1,122,787	0	1,122,787
Academic Expenditures		<b>9,001,415</b>	<b>0</b>	<b>9,001,415</b>
Student Services		880,258	0	880,258
Institutional Support		6,603,246	0	6,603,246
Scholarships/Fellowships		855,042	0	855,042
Plant Operations/Maintenance		1,160,589	0	1,160,589
Hospital		0	0	0
Transfers out of agency		0	0	0
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		<b>9,499,134</b>	<b>0</b>	<b>9,499,134</b>
<b>Total Expenditures</b>		<b>18,500,549</b>	<b>0</b>	<b>18,500,549</b>

	<b>Beginning Acct/Fund Balance</b>	<b>1st &amp; 2nd Quarter Fund Balance</b>	<b>3rd &amp; 4th Quarter Fund Balance</b>
State Appropriations	0	0	0
Restricted Fees	5,811,132	6,857,272	6,857,272
Sales and Services of Educational Activities	45,819	49,996	49,996
Auxiliaries	596,848	1,863,582	1,863,582
Endowment Income	0	0	0
Grants and Contracts	287,123	65,318	65,318
Indirect Cost Recovered	313,595	313,195	313,195
Gifts	613,881	488,146	488,146
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	316,265	314,774	314,774
<b>TOTAL</b>	<b>7,984,663</b>	<b>9,952,283</b>	<b>9,952,283</b>

**Overview and Analysis of Campus Operations**

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**Semi -Annual Overview of Restricted Operations**

Campus: Louisiana State University Shreveport

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2017-2018						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
<b>Revenues</b>							
Restricted State Appropriations		0		0	0		0
Restricted Fees	5,811,132	5,004,322	3,958,183	6,857,272	0		6,857,272
Sales & Svcs of Educ. Activ's	45,819	21,220	17,043	49,996	0		49,996
Auxiliaries (List)							0
1 - University Center	123,966	293,008	205,677	211,296	0		211,296
2 - Food service	(26,123)	99,609	110,355	(36,868)	0		(36,868)
3 - Bookstore	187,735	1,915,527	1,375,850	727,411	0		727,411
4 - University Court Apts - Leases	8,541	0	0	8,541	0		8,541
5 - Athletics	302,729	3,626,690	2,976,219	953,201	0		953,201
6		0		0	0		0
7		0		0	0		0
8		0		0	0		0
9		0		0	0		0
10		0		0	0		0
11		0		0	0		0
12		0		0	0		0
13		0		0	0		0
14		0		0	0		0
15		0		0	0		0
Endowment Income		0		0	0		0
Grants and Contracts							
Federal	(929)	5,284,535	5,450,926	(167,320)	0		(167,320)
State and Local	213,605	2,523,578	2,519,877	217,305	0		217,305
Private	74,448	3,136	62,250	15,334	0		15,334
Indirect Cost Recovered	313,595	0	400	313,195	0		313,195
Gifts	613,881	2,912,827	3,038,562	488,146	0		488,146
Federal Funds		0		0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0		0	0		0
Physician Practice Plans		0		0	0		0
Medicare		0		0	0		0
Medicaid		0		0	0		0
Uncompensated Care Costs		0		0	0		0
Sponsored Grants and Contracts		0		0	0		0
Sales and Services Other		0		0	0		0
All Other Sources	316,265	526,552	528,042	314,774	0		314,774
<b>TOTAL</b>	<b>7,984,663</b>	<b>22,211,004</b>	<b>20,243,384</b>	<b>9,952,283</b>	<b>0</b>	<b>0</b>	<b>9,952,283</b>

**Report on Restricted Operations**



## **Executive Summary**

### **FY 2017-18 Semi-Annual Report on the Budget**

The Fiscal Year 2017-2018 appropriation for LSU Health Sciences Center in New Orleans is \$139,078,431.

#### **Threats**

- Continued increase in employer contributions to retirement and health insurance.
- Concern over the level of state support for higher education and hospital partnerships.

#### **Mechanisms for Coping with Threats**

- Revenue Generation
  - LSUHSC-NO continues to seek new and/or expanded sources of funding by enhancing relationships with private and not-for-profit health care entities.
  - LSUHSC-NO continues to leverage investments we are making in cardiovascular and genomic research.
- Cost Containment
  - Salary increases, with faculty promotions in rank being the notable exception, were not generally granted for an extended period before this fiscal year.
  - LSUHSC at New Orleans tries to limit new hires to critical needs mainly in the areas of direct patient care and sponsored research, where external funding from grants and contracts are available.
  - Management is evaluating and controlling expenditures for travel, professional services, and acquisitions as much as possible.

#### **Unrestricted Operations**

- Revenues
  - General Fund Appropriations: Through December 31, 2017, approximately 58% of our General Fund appropriations have been collected.
  - Statutory Dedications Revenue are derived from the SELF fund for past faculty pay plans.
  - Self-Generated Revenue: There are three major components to this means of financing: student tuition and fees; sales and services of educational departments (primarily the Dental Student and Resident Clinics); and other sources.



- Most of the student tuition and fees are front-loaded from tuition and fees collected for the late summer 2017 semester, fall 2017 semester, and for M.D. and D.D.S. students who are assessed tuition and fees on an annual basis.
- Expenditures
  - Expenditures are on target for the overall mark.
  - Institutional Support: Insurance payments are made to the Office of Risk Management in the first half of the fiscal year resulting in a higher percentage of the budget being expended by mid-year.
  - Interagency Transfers: The majority of these expenditures are front loaded due to transfers to the plant fund and/or Facility Planning and Control for renovation of the Interim LSU Hospital building.

### **Restricted Operations**

- Restricted revenues are up approximately 5% from the same time period last year, while expenditures are up about the same as last year.
- This report excludes projects maintained on behalf of the HCSD and FEMA/ORM related activity for project worksheets and contents replacement.
- Historically, there has been a significant lag between expenditures and revenues until the fourth quarter of the fiscal year. This is due to a number of factors:
  - For cost reimbursable grants and contracts, which are the majority of our sponsored project universe, there is a lag of one month between expenditures and revenues. For example, billing for grant and contract revenues in relation to December expenditures are not posted until January. Catch up is not made until the final accounting period of June.
  - As was the case with unrestricted tuition and fees, restricted student fees are front-loaded. It comprises fees collected for the late summer 2017 semester, fall 2017 semester and for M.D. and D.D.S. students who are assessed tuition and fees on an annual basis.
  - During the second half of the year, we will be generating additional sales and services revenue from our dental clinics.
  - Some revenue sources are not posted until later in the fiscal year, such as interest earnings.
- The overall Auxiliaries operation has a positive ending fund balance that is 4% higher than the same time period last year. We continue to take corrective actions to limit losses in our bookstore and cafeteria operations:
  - Corrective actions to limit losses in the bookstores include consolidating management to implement a consistent approach to control operating performance.
  - Corrective actions to limit losses in the cafeteria include some cost cutting measures such as reducing inventory costs along with anticipated increases in revenues as a result of selective price increases.

**Appendix A**  
**Semi-Annual Revenues and Expenditures Executive Summary**

<b>Unrestricted Operations</b>		<b>Actual Amount for each semi-annual period in 2017-2018</b>		
	<b>Adjusted Operating Budget</b>	<b>1st &amp; 2nd Quarter</b>	<b>3rd &amp; 4th Quarter</b>	<b>Cumulative Total</b>
<b>Revenues</b>				
General Fund	75,847,984	44,244,657	0	44,244,657
Statutory Dedications	4,234,423	1,608,845	0	1,608,845
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	58,996,024	49,478,835	0	49,478,835
Federal Funds	0	0	0	0
<b>Total Revenues</b>	<b>139,078,431</b>	<b>95,332,337</b>	<b>0</b>	<b>95,332,337</b>
<b>Expenditures by Object:</b>				
Salaries		33,246,445	0	33,246,445
Other Compensation		1,303,702	0	1,303,702
Related Benefits		11,147,461	0	11,147,461
Personal Services		<b>45,697,608</b>	<b>0</b>	<b>45,697,608</b>
Travel		150,146	0	150,146
Operating Services		8,973,740	0	8,973,740
Supplies		4,270,901	0	4,270,901
Operating Expenses		<b>13,394,786</b>	<b>0</b>	<b>13,394,786</b>
Professional Services		525,115	0	525,115
Other Charges		6,545,418	0	6,545,418
Debt Services		56,861	0	56,861
Interagency Transfers		46,384	0	46,384
Other Charges		<b>7,173,779</b>	<b>0</b>	<b>7,173,779</b>
General Acquisitions		124,140	0	124,140
Library Acquisitions		14,629	0	14,629
Major Repairs		2,705,078	0	2,705,078
Acquisitions and Major Repairs		<b>2,843,846</b>	<b>0</b>	<b>2,843,846</b>
<b>Total Expenditures</b>		<b>69,110,019</b>	<b>0</b>	<b>69,110,019</b>
<b>Expenditures by Function:</b>				
Instruction		30,289,048	0	30,289,048
Research		1,966,656	0	1,966,656
Public Service		(358,020)	0	(358,020)
Academic Support (Includes Library)		7,993,867	0	7,993,867
Academic Expenditures		<b>39,891,551</b>	<b>0</b>	<b>39,891,551</b>
Student Services		2,207,396	0	2,207,396
Institutional Support		10,306,630	0	10,306,630
Scholarships/Fellowships		2,293,952	0	2,293,952
Plant Operations/Maintenance		14,353,629	0	14,353,629
Hospital		0	0	0
Transfers out of agency		56,861	0	56,861
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		<b>29,218,468</b>	<b>0</b>	<b>29,218,468</b>
<b>Total Expenditures</b>		<b>69,110,019</b>	<b>0</b>	<b>69,110,019</b>

	Beginning Acct/Fund Balance	1st & 2nd Quarter Fund Balance	3rd & 4th Quarter Fund Balance
State Appropriations	0	0	0
Restricted Fees	3,350,129	3,904,505	3,904,505
Sales and Services of Educational Activities	(8,687,826)	(11,117,184)	(11,117,184)
Auxiliaries	4,611,876	6,406,748	6,406,748
Endowment Income	1,186,495	831,472	831,472
Grants and Contracts	108,712,868	70,112,638	70,112,638
Indirect Cost Recovered	21,453,312	18,153,904	18,153,904
Gifts	620,856	325,492	325,492
Federal Funds	0	0	0
Hospitals	16,760,503	22,423,332	22,423,332
All Other Sources	3,691,558	3,333,442	3,333,442
<b>TOTAL</b>	<b>151,699,772</b>	<b>114,374,349</b>	<b>114,374,349</b>

### Overview and Analysis of Campus Operations

The Fiscal Year 2017-2018 appropriation for LSU Health Sciences Center in New Orleans is \$139,078,431.

#### Threats:

- Continued increase in employer contributions to retirement and health insurance.
- Concern over the level of state support for higher education and hospital partnerships.

#### Mechanisms for coping with threats:

#### Revenue Generation

- LSUHSC-NO continues to seek new and/or expanded sources of funding by enhancing relationships with private and not-for-profit health care entities.
- LSUHSC-NO continues to leverage investments we are making in cardiovascular and genomic research.

#### Cost containment

- Salary increases, with faculty promotions in rank being the notable exception, were not generally granted for an extended period before this fiscal year.
- LSUHSC at New Orleans tries to limit new hires to critical needs mainly in the areas of direct patient care and sponsored research, where external funding from grants and contracts are available.
- Management is evaluating and controlling expenditures for travel, professional services, and acquisitions as much as possible.

#### Unrestricted Operations:

##### Revenues:

- General Fund Appropriations: Through December 31, 2017, approximately 58% of our General Fund appropriations have been collected.
- Statutory Dedications Revenue are derived from the SELF fund for past faculty pay plans.
- Self-Generated Revenue: There are three major components to this means of financing: student tuition and fees; sales and services of educational departments (primarily the Dental Student and Resident Clinics); and other sources.
  - Most of the student tuition and fees are front-loaded from tuition and fees collected for the late summer 2017 semester, fall 2017 semester, and for M.D. and D.D.S. students who are assessed tuition and fees on an annual basis.

##### Expenditures:

- Expenditures are on target for the overall mark.
- Institutional Support: Insurance payments are made to the Office of Risk Management in the first half of the fiscal year resulting in a higher percentage of the budget being expended by mid-year.
- Interagency Transfers: The majority of these expenditures are front loaded due to transfers to the plant fund and/or Facility Planning and Control for renovation of the Interim LSU Hospital building.

# Semi -Annual Overview of Restricted Operations

Campus: LSU Health Sciences Center - New Orleans

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2017-2018						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
<b>Revenues</b>							
Restricted State Appropriations		0		0	0		0
Restricted Fees	3,350,129	1,722,248	1,167,872	3,904,505	0		3,904,505
Sales & Svcs of Educ. Activ's	(8,687,826)	916,108	3,345,466	(11,117,184)	0		(11,117,184)
Auxiliaries (List)	0						0
1 Bookstore	(1,672,285)	3,742,233	2,443,160	(373,212)	0		(373,212)
2 Cafeteria	(871,273)	684,637	707,134	(893,769)	0		(893,769)
3 Student Housing	2,122,031	1,121,242	1,192,237	2,051,036	0		2,051,036
4 Parking	4,520,195	728,011	518,567	4,729,638	0		4,729,638
5 HSC Stores	513,208	1,904,340	1,524,494	893,054	0		893,054
6		0	0	0	0		0
7		0	0	0	0		0
8		0	0	0	0		0
9		0	0	0	0		0
10		0	0	0	0		0
11		0	0	0	0		0
12		0	0	0	0		0
13		0	0	0	0		0
14		0	0	0	0		0
15		0	0	0	0		0
Endowment Income	1,186,495	478,408	833,431	831,472	0		831,472
Grants and Contracts							
Federal	356,054	10,604,620	16,433,582	(5,472,908)	0		(5,472,908)
State and Local	11,753,636	3,594,700	5,841,311	9,507,025	0		9,507,025
Private	96,603,177	96,560,107	127,084,763	66,078,521	0		66,078,521
Indirect Cost Recovered	21,453,312	7,584,044	10,883,452	18,153,904	0		18,153,904
Gifts	620,856	745,366	1,040,730	325,492	0		325,492
Federal Funds	0	0	0	0	0		0
Hospitals							
Hospital - Commercial/Self-Pay	0	0	0	0	0		0
Physician Practice Plans	16,760,503	7,405,020	1,742,191	22,423,332	0		22,423,332
Medicare	0	0	0	0	0		0
Medicaid	0	0	0	0	0		0
Uncompensated Care Costs	0	0	0	0	0		0
Sponsored Grants and Contracts	0	0	0	0	0		0
Sales and Services Other	0	0	0	0	0		0
All Other Sources	3,691,558	356,748	714,864	3,333,442	0		3,333,442
<b>TOTAL</b>	<b>151,699,772</b>	<b>138,147,832</b>	<b>175,473,255</b>	<b>114,374,349</b>	<b>0</b>	<b>0</b>	<b>114,374,349</b>

## Report on Restricted Operations

- Restricted revenues are up approximately 5% from the same time period last year, while expenditures are up about the same as last year.
- This report excludes projects maintained on behalf of the HCSD and FEMA/ORM related activity for project worksheets and contents replacement.
- Historically, there has been a significant lag between expenditures and revenues until the fourth quarter of the fiscal year. This is due to a number of factors:
  - For cost reimbursable grants and contracts, which are the majority of our sponsored project universe, there is a lag of one month between expenditures and revenues. For example, billing for grant and contract revenues in relation to December expenditures are not posted until January. Catch up is not made until the final accounting period of June.
  - As was the case with unrestricted tuition and fees, restricted student fees are front -loaded. It comprises fees collected for the late summer 2017 semester, fall 2017 semester and for M.D. and D.D.S. students who are assessed tuition and fees on an annual basis.
  - During the second half of the year, we will be generating additional sales and services revenue from our dental clinics.
  - Some revenue sources are not posted until later in the fiscal year, such as interest earnings.
- The overall Auxiliaries operation has a positive ending fund balance that is 4% higher than the same time period last year. We continue to take corrective actions to limit losses in our bookstore and cafeteria operations:
  - Corrective actions to limit losses in the bookstores include consolidating management to implement a consistent approach to control operating performance.
  - Corrective actions to limit losses in the cafeteria include some cost cutting measures such as reducing inventory costs along with anticipated increases in revenues as a result of selective price increases.

**LSU Health Sciences Center - Shreveport  
Bi-Annual Financial Reporting Narrative  
FY 2017-2018 as of December 31, 2017**

**LSU Health Shreveport**

**Unrestricted Revenues and Expenditures:**

Operating Budget revenue includes state general funds direct, statutory dedications (tobacco tax and self-fund), and self-generated (tuition and fees) funding. The Operating Budget expenditures include costs associated with the operation of the three schools, as well as costs associated with the transition of three hospitals (retiree benefits and other mandated costs).

The original academic FY 2017-2018 operating budget appropriation of \$87,012,526 includes the following spending authority:

State General Funds Direct	58,202,700
Statutory Dedications	7,400,747
University Fees and Miscellaneous	21,409,079
<b>TOTAL</b>	<b>\$87,012,526</b>

The State General Funds Direct appropriation of \$58,202,700 includes \$18,047,374 dedicated to support the hospital legacy costs including ORM premiums, retiree health and life, residual HPLMC property maintenance.

**Restricted Revenues and Expenditures:**

The restricted sales and services revenues and expenditures primarily include the professional practice plan, auxiliary services, and grants & contracts. The revenues from the professional practice plan and BRFHH, LLC hospital partner agreements are being recorded in the private grants and contracts revenue category.

The other hospital sales and services revenue and expenditures reflect the BRFHH, LLC hospital partner lease payments to the State, which are processed through LSUHSC-S. The total payments, transferred to the State Treasury, are recorded as revenue and expenditures.

**LSU Health Sciences Center - Shreveport  
Bi-Annual Financial Reporting Narrative  
FY 2017-2018 as of December 31, 2017**

**E.A. Conway Medical Center in Monroe**

E.A. Conway Medical Center in Monroe transferred from state management to private management effective October 1, 2013.

**Revenues and Expenditures:**

The residual operational expenditures associated with the October 1, 2013 hospital transition (retiree benefits and other mandated costs) are now reflected under LSUHSC-S operating budget as legacy costs.

**Huey P. Long Medical Center in Pineville**

Huey P. Long Medical Center in Pineville discontinued patient care services on June 30, 2014.

**Revenues and Expenditures:**

The residual operational expenditures associated with the hospital closure to include retiree benefits and other mandated costs, building maintenance, etc. are now reflected under LSUHSC-S operating budget as legacy costs.

**Appendix A**  
**Semi-Annual Revenues and Expenditures Executive Summary**

<b>Unrestricted Operations</b>		<b>Actual Amount for each semi-annual period in 2017-2018</b>		
		<b>Adjusted Operating Budget</b>	<b>1st &amp; 2nd Quarter</b>	<b>3rd &amp; 4th Quarter</b>
<b>Revenues</b>				
General Fund	58,202,700	33,951,575	0	33,951,575
Statutory Dedications	7,400,747	2,332,482	0	2,332,482
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	21,409,079	20,416,766	0	20,416,766
Federal Funds	0	0	0	0
<b>Total Revenues</b>	<b>87,012,526</b>	<b>56,700,823</b>	<b>0</b>	<b>56,700,823</b>
<b>Expenditures by Object:</b>				
Salaries	26,312,207	12,762,015	0	12,762,015
Other Compensation	1,118,707	1,897,354	0	1,897,354
Related Benefits	24,707,653	11,689,980	0	11,689,980
Personal Services	<b>52,138,567</b>	<b>26,349,349</b>	<b>0</b>	<b>26,349,349</b>
Travel	152,696	37,185	0	37,185
Operating Services	19,396,894	9,230,684	0	9,230,684
Supplies	1,688,384	51,736	0	51,736
Operating Expenses	<b>21,237,974</b>	<b>9,319,605</b>	<b>0</b>	<b>9,319,605</b>
Professional Services	2,569,840	1,091,925	0	1,091,925
Other Charges	2,821,452	1,129,686	0	1,129,686
Debt Services	0	0	0	0
Interagency Transfers	6,457,343	3,472,221	0	3,472,221
Other Charges	<b>11,848,635</b>	<b>5,693,832</b>	<b>0</b>	<b>5,693,832</b>
General Acquisitions	1,777,350	234,442	0	234,442
Library Acquisitions	10,000	0	0	0
Major Repairs	0	0	0	0
Acquisitions and Major Repairs	<b>1,787,350</b>	<b>234,442</b>	<b>0</b>	<b>234,442</b>
<b>Total Expenditures</b>	<b>87,012,526</b>	<b>41,597,228</b>	<b>0</b>	<b>41,597,228</b>
<b>Expenditures by Function:</b>				
Instruction	19,452,091	10,026,175	0	10,026,175
Research	19,516,761	8,552,976	0	8,552,976
Public Service	1,224,010	394,002	0	394,002
Academic Support (Includes Library)	7,746,999	3,786,996	0	3,786,996
Academic Expenditures	<b>47,939,861</b>	<b>22,760,149</b>	<b>0</b>	<b>22,760,149</b>
Student Services	1,283,474	592,313	0	592,313
Institutional Support	25,533,412	12,131,944	0	12,131,944
Scholarships/Fellowships	2,468,096	1,163,707	0	1,163,707
Plant Operations/Maintenance	4,755,168	2,091,754	0	2,091,754
Hospital	5,017,515	2,857,361	0	2,857,361
Transfers out of agency	0	0	0	0
Athletics	0	0	0	0
Other	15,000	0	0	0
Non-Academic Expenditures	<b>39,072,665</b>	<b>18,837,079</b>	<b>0</b>	<b>18,837,079</b>
<b>Total Expenditures</b>	<b>87,012,526</b>	<b>41,597,228</b>	<b>0</b>	<b>41,597,228</b>

	<b>Beginning Acct/Fund Balance</b>	<b>1st &amp; 2nd Quarter Fund Balance</b>	<b>3rd &amp; 4th Quarter Fund Balance</b>
State Appropriations	0	0	0
Restricted Fees	1,383,677	1,424,460	0
Sales and Services of Educational Activities	2,258,891	(21,429,396)	0
Auxiliaries	13,142,889	13,385,588	0
Endowment Income	13,332,980	12,992,914	0
Grants and Contracts	66,477,221	84,741,752	0
Indirect Cost Recovered	3,237,883	564,688	0
Gifts	(12,025)	(12,025)	0
Federal Funds	0	0	0
Hospitals	(39,899,229)	(39,848,065)	0
All Other Sources	989,334	979,087	0
<b>TOTAL</b>	<b>60,911,621</b>	<b>52,799,003</b>	<b>0</b>

**Overview and Analysis of Campus Operations**

**Ending [December 31st] fund balance:** (1) As of December 31, 2017, the EACMC fund balance of (\$7,259,848) and HPLMC fund balance of (\$3,457,568) are included with the **Hospitals** Fund Balance. (2) **Sales and Services of Educational Activities** include operational expenditures that will be transferred to **Grants & Contracts-Private**. The expenditure transfers between the restricted operations will not be completed until hospital partner contracts are finalized and/or by fiscal year end close.



# Semi -Annual Overview of Restricted Operations

Campus: *LSUHSC-Shreveport*

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2017-2018						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
<b>Revenues</b>							
Restricted State Appropriations	0	0	0	0	0	0	
Restricted Fees	1,383,677	237,002	196,219	1,424,460	0	1,424,460	
Sales & Svcs of Educ. Activ's	2,258,891	3,051,134	26,739,421	(21,429,396)	0	(21,429,396)	
Auxiliaries (List)						0	
Bookstores	2,393,042	412,619	358,316	2,447,345	0	2,447,345	
Cafeterias	3,799,996	9,097	0	3,809,093	0	3,809,093	
Computer Networking	662,124	130,640	13,167	779,597	0	779,597	
General Service Store	(636,434)	357,412	393,321	(672,343)	0	(672,343)	
Gift Shop	22,987	0	0	22,987	0	22,987	
Linwood Properties	1,016,797	0	0	1,016,797	0	1,016,797	
Microsystems	(224,071)	293,699	302,539	(232,911)	0	(232,911)	
Parking	(44,507)	182,639	202,762	(64,630)	0	(64,630)	
Printing	1,060,411	127,032	119,502	1,067,941	0	1,067,941	
Rental Property	849,247	117,605	27,157	939,695	0	939,695	
Student Union	822,346	94,468	6,615	910,199	0	910,199	
Telecommunications	3,420,951	608,918	668,051	3,361,818	0	3,361,818	
Endowment Income	13,332,980	1,347,712	1,687,778	12,992,914	0	12,992,914	
Grants and Contracts							
Federal	405,869	5,429,843	5,644,466	191,246	0	191,246	
State and Local	(3,831,700)	1,326,694	1,789,920	(4,294,926)	0	(4,294,926)	
Private	69,903,052	81,250,324	62,307,944	88,845,432	0	88,845,432	
Indirect Cost Recovered	3,237,883	381,378	3,054,573	564,688	0	564,688	
Gifts	(12,025)	0	0	(12,025)	0	(12,025)	
Federal Funds	0	0	0	0	0	0	
Hospitals							
Hospital - Commercial/Self-Pay	0	0	0	0	0	0	
Physician Practice Plans	0	0	0	0	0	0	
Medicare	0	0	0	0	0	0	
Medicaid	0	0	0	0	0	0	
Uncompensated Care Costs	0	0	0	0	0	0	
Sponsored Grants and Contracts	0	0	0	0	0	0	
Sales and Services Other	(39,899,229)	19,530,544	19,479,380	(39,848,065)	0	(39,848,065)	
All Other Sources	989,334	0	10,247	979,087	0	979,087	
<b>TOTAL</b>	<b>60,911,621</b>	<b>114,888,760</b>	<b>123,001,378</b>	<b>52,799,003</b>	<b>0</b>	<b>0</b>	
						<b>52,799,003</b>	

## Report on Restricted Operations

**Ending [December 31st] fund balance:** (1) As of December 31, 2017, the EACMC fund balance of (\$7,259,848) and HPLMC fund balance of (\$3,457,568) are included under the **Hospitals Sales and Services Other** Fund Balance. (2) **Sales and Services of Educational Activities** include operational expenditures that will be transferred to **Grants & Contracts-Private**. The expenditure transfers between the restricted operations will not be completed until hospital partner contracts are finalized and/or by fiscal year end close.



• BOGALUSA MEDICAL CENTER – INDEPENDENCE  
• EARL K. LONG MEDICAL CENTER - BATON ROUGE  
• ILLIUM REGIONAL MEDICAL CENTER - INDEPENDENCE  
• LEONARD J. CHABERT MEDICAL CENTER - HOUMA  
• MEDICAL CENTER OF LOUISIANA - NEW ORLEANS  
• UNIVERSITY MEDICAL CENTER - LAFAYETTE  
• W.O. MOSS REGIONAL MEDICAL CENTER - LAKE CHARLES

WWW.LSUHOSPITALS.ORG

TO: Jim Buras  
AVP Finance & Administration  
LSU System

FROM: Lisa Augustus  
Budget  
LSU Health Care Services Division

DATE: January 16, 2018

RE: Semi-Annual Budget Report  
For Six Months Ending December 31, 2017

We have compiled the Semi-Annual Budget Report for six months ending December 31, 2017 for the LSU Health Care Services Division.

Major developments during this year included:

Actual:

Unrestricted Operations

- In FY18, HCSD was appropriated \$20.3M in general fund to cover legacy costs associated with partnered hospitals. The FY2017 general fund appropriation for legacy operations was \$20.8M. This resulted in a reduction of \$493,291 for FY2018.
- A preamble adjustment of \$256,631 in SGF for classified State Employees Civil Service Pay Plan

Restricted Operations -

- Central Office expenses are off budget this fiscal year. Therefore, Central Office expenses and revenues are being reported in restricted operations.
- \$12.3M in lease payment received at end of December 31, 2017 and \$120M in lease payment revenue projected to be received at end of June 30, 2018.
- \$12.6M was received from partners for contracted services performed by HCSD ending December 31, 2017 and \$20M is projected for end of June 30, 2018.
- \$464.9K was received in FEMA revenue for period ending December 31, 2017 and \$2M projected at end of June 30, 2018. HCSD has \$6.9M in FEMA expenses.

cc:

Dr. Wayne Wilbright  
Lanette Buie

**Appendix A**  
**Semi-Annual Revenues and Expenditures Executive Summary**

<b>Unrestricted Operations</b>		<b>Actual Amount for each semi-annual period in 2017-2018</b>		
	<b>Adjusted Operating Budget</b>	<b>1st &amp; 2nd Quarter</b>	<b>3rd &amp; 4th Quarter</b>	<b>Cumulative Total</b>
<b>Revenues</b>				
General Fund	24,427,906	12,213,954	0	12,213,954
Statutory Dedications	0	0	0	0
Interim Emergency Board	0	0	0	0
Interagency Transfers	18,383,724	13,029,694	0	13,029,694
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	15,472,658	7,369,284	0	7,369,284
Federal Funds	4,800,336	2,276,003	0	2,276,003
<b>Total Revenues</b>	<b>63,084,624</b>	<b>34,888,935</b>	<b>0</b>	<b>34,888,935</b>
<b>Expenditures by Object:</b>				
Salaries		7,852,920	0	7,852,920
Other Compensation		451,494	0	451,494
Related Benefits		13,474,516	0	13,474,516
Personal Services		<b>21,778,930</b>	<b>0</b>	<b>21,778,930</b>
Travel		105	0	105
Operating Services		1,667,184	0	1,667,184
Supplies		4,027,206	0	4,027,206
Operating Expenses		<b>5,694,495</b>	<b>0</b>	<b>5,694,495</b>
Professional Services		386,225	0	386,225
Other Charges		1,878	0	1,878
Debt Services		0	0	0
Interagency Transfers		374,961	0	374,961
Other Charges		<b>763,064</b>	<b>0</b>	<b>763,064</b>
General Acquisitions		0	0	0
Library Acquisitions		0	0	0
Major Repairs		359,615	0	359,615
Acquisitions and Major Repairs		<b>359,615</b>	<b>0</b>	<b>359,615</b>
<b>Total Expenditures</b>		<b>28,596,104</b>	<b>0</b>	<b>28,596,104</b>
<b>Expenditures by Function:</b>				
Instruction		0	0	0
Research		0	0	0
Public Service		0	0	0
Academic Support (Includes Library)		0	0	0
Academic Expenditures		<b>0</b>	<b>0</b>	<b>0</b>
Student Services		0	0	0
Institutional Support		0	0	0
Scholarships/Fellowships		0	0	0
Plant Operations/Maintenance		0	0	0
Hospital		28,596,104	0	28,596,104
Transfers out of agency		0	0	0
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		<b>28,596,104</b>	<b>0</b>	<b>28,596,104</b>
<b>Total Expenditures</b>		<b>28,596,104</b>	<b>0</b>	<b>28,596,104</b>

**LSU HCSD**  
**Restricted Operations**

**Semi-Annual Revenues and Expenditures Executive Summary**

	<b>Beginning Acct/Fund Balance</b>	<b>1st &amp; 2nd Quarter Fund Balance</b>	<b>3rd &amp; 4th Quarter Fund Balance</b>
State Appropriations	0	0	0
Restricted Fees	0	0	0
Sales and Services of Educational Activities	0	0	0
Auxiliaries	0	0	0
Endowment Income	0	0	0
Grants and Contracts	0	0	0
Indirect Cost Recovered	0	0	0
Gifts	0	0	0
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	66,907,782	66,682,044	66,682,044
<b>TOTAL</b>	<b>66,907,782</b>	<b>66,682,044</b>	<b>66,682,044</b>

**Overview and Analysis of Campus Operations**

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# Semi -Annual Overview of Restricted Operations

Campus: LSU HCSD

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2017-2018						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
<b>Revenues</b>							
Restricted State Appropriations		0		0	0		0
Restricted Fees		0		0	0		0
Sales & Svcs of Educ. Activ's		0		0	0		0
Auxiliaries (List)							0
1		0		0	0		0
2		0		0	0		0
3		0		0	0		0
4		0		0	0		0
5		0		0	0		0
6		0		0	0		0
7		0		0	0		0
8		0		0	0		0
9		0		0	0		0
10		0		0	0		0
11		0		0	0		0
12		0		0	0		0
13		0		0	0		0
14		0		0	0		0
15		0		0	0		0
Endowment Income		0		0	0		0
Grants and Contracts							
Federal		0		0	0		0
State and Local		0		0	0		0
Private		0		0	0		0
Indirect Cost Recovered		0		0	0		0
Gifts		0		0	0		0
Federal Funds		0		0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0		0	0		0
Physician Practice Plans		0		0	0		0
Medicare		0		0	0		0
Medicaid		0		0	0		0
Uncompensated Care Costs		0		0	0		0
Sponsored Grants and Contracts		0		0	0		0
Sales and Services Other		0		0	0		0
All Other Sources	66,907,782	521,200	746,938	66,682,044	0		66,682,044
<b>TOTAL</b>	<b>66,907,782</b>	<b>521,200</b>	<b>746,938</b>	<b>66,682,044</b>	<b>0</b>	<b>0</b>	<b>66,682,044</b>

## Report on Restricted Operations

Louisiana State University  
Office of Internal Audit

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# **Quarterly Audit Summary**

*Fiscal Year 2018, 1<sup>st</sup> Quarter*

# Quarterly Audit Summary

*Fiscal Year 2018, 1<sup>st</sup> Quarter*

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## Multi-Campus

### **1701- License Agreements**

#### Audit Initiation:

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

#### Audit Scope and Objectives:

The primary objective of this audit was to ensure the campuses had adequate controls in place to address the Board of Supervisors' requirements for licensing University intellectual property. The scope of our review included current procedures for licensing University trademarks at all LSU campuses as well as technology transfer license agreements executed after July 1, 2014 at the following research campuses: LSU A&M, AgCenter, Pennington Biomedical Research Center, and the Health Sciences Centers in New Orleans and Shreveport.

#### Audit Findings:

Our review identified issues at LSU A&M with delegation of authority that allow the same person to be responsible for negotiating, performing due diligence, monitoring, and executing license agreements. In addition, at all campuses, tools put into place are not being effectively used by those with oversight responsibilities. As a result, we have the following recommendations for management:

1. Ensure the authority to execute license agreements and related certifications is delegated only to an individual with sufficient technology transfer knowledge and who also is independent of operational aspects of the licensing process. Additionally, granting a waiver of prescribed Board policy should only be authorized by the President without further delegation as called for in the Board Regulations.
2. License agreements and the corresponding checklists should be reviewed by the Senior Campus Official prior to execution. The

# Quarterly Audit Summary

*Fiscal Year 2018, 1<sup>st</sup> Quarter*

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Senior Campus Official and Technology Transfer Officer at each campus should complete a conflicts of interest attestation related to each license prior to execution; this could also be accomplished by revising the certification forms, which are signed by both parties mentioned above, to include language regarding potential conflicts.

3. Material non-standard provisions should be reviewed by legal counsel to ensure the provisions are in the best interest of the University. If there are license types for which there are currently no standard templates, the LSU research campuses, where appropriate, should develop necessary templates for future use.

## Management's Response and Corrective Action Plan:

University and campus administration generally agreed with these recommendations; however, they do not all believe that it is necessary to consult legal counsel on non-standard license templates or for material changes to the agreement's provisions. In addition, it was suggested that the Bylaws be revised, which could impact the diligence requirements referenced in the above recommendations. Management is in the process of implementing corrective action plans.

## Louisiana State University and A&M College

### **1734- Overtime and On-call Compensation**

#### Audit Initiation:

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

#### Audit Scope and Objectives:

The scope of this audit included controls at the LSU A&M campus for administering overtime and other premium compensation paid to University employees.



# Quarterly Audit Summary

*Fiscal Year 2018, 1<sup>st</sup> Quarter*

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## Audit Findings:

We found that, generally, there was a lack of oversight related to overtime and premium compensation. As a result, we have the following recommendations for management:

1. Develop controls for monitoring compliance with applicable regulations and designate responsibility for such oversight. When non-compliance is identified, appropriate corrective action should be taken.
2. Implement controls to ensure that time codes resulting in premium pay are applied in accordance with University and Civil Service regulations, and that adequate supporting documentation is maintained when required.

## Management's Response and Corrective Action Plan:

In a response dated October 5, 2017, management agreed with the findings and presented a corrective plan of action for each recommendation to be completed by May 31, 2018.

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

Updated January 12, 2018

<b>2017-2018</b>	<b>AMOUNT APPROVED</b>	<b>FUNDS SOURCE</b>	<b>APPROVED BY</b>	<b>APPROVAL DATE</b>
<b>LSU A&amp;M</b>				
Alex Box Seating Bowl Waterproofing Budget Increase (originally approved for \$300,000 in March 2017)	\$436,700	Auxiliary Funds	EVP Layzell	06/20/17
Bernie Moore Track Pavilion	\$365,000	Auxiliary Funds	EVP Layzell	05/15/17
Choppin Hall 2nd Floor Laboratory Renovation	\$300,000	Self Generated Revenues & Operational Funds	EVP Layzell	12/05/17
Cub Complex Baseball Field Lighting	\$400,000	Auxiliary Funds	EVP Layzell	11/28/17
Enverinmental Test Chamber for Construction Management	\$225,000	Other- Departmental & Grant Funding	EVP Layzell	12/18/17
Football Operations Practice Field Video Tower Foundations	\$175,000	Auxiliary Funds	EVP Layzell	11/28/17
Natatorium Toilet Suite Renovations	\$300,000	Auxiliary Funds	EVP Layzell	08/10/17
Tiger Stadium East Renovations for Concessions	\$458,570	Auxiliary Funds	EVP Layzell	06/20/17
Welcome Center Renovations	\$350,000	Operational Funds	EVP Layzell	08/11/17
<b>Subtotal LSU A&amp;M</b>	<b>\$3,010,270</b>			
<b>AgCenter</b>				
Equipment Storage Building- Rice Research Building	\$300,000	Other- Rice Research Board Grant		
Warehouse Renovations for Food Incubator Bottline Line	\$495,000	Self-Generated Funds	EVP Layzell	09/07/17
<b>Subtotal AgCenter</b>	<b>\$495,000</b>		EVP Layzell	11/20/17
<b>LSU Health New Orleans</b>				
AHSON 3rd & 4th Floor Renovation	\$350,000	Operational Funds	EVP Layzell	10/25/17
Human Development Center Infant Room Renovation	\$250,000	Self- Generated Funds- Unrestricted Funds	EVP Layzell	10/25/17
Seton Building Entrance Lobby Renovation	\$350,000	Self- Generated Funds- Unrestricted Funds	EVP Layzell	11/28/17
Seton Building 1st Floor Office Renovation	\$478,125	Self- Generated Funds- Unrestricted Funds	EVP Layzell	10/25/17
<b>Subtotal LSU Health New Orleans</b>	<b>\$1,078,125</b>			
<b>TOTAL CAPITAL PROJECTS APPROVALS 2016-2017</b>	<b>\$4,583,395</b>			

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

Updated January 12, 2018

<b>2016-2017</b>	<b>AMOUNT APPROVED</b>	<b>FUNDS SOURCE</b>	<b>APPROVED BY</b>	<b>APPROVAL DATE</b>
<b>LSU A&amp;M</b>				
Alex Box Overflow Parking	\$300,000	Auxiliary Funds	EVP Layzell	05/08/17
Alex Box Seating Bowl Waterproofing	\$300,000	Auxiliary Funds	EVP Layzell	02/10/17
Alex Box Suite Level Toilet Addition	\$250,000	Auxiliary Funds	EVP Layzell	12/18/16
Allen Hall Basement Classroom & Corridor Renovations	\$480,000	Auxiliary Funds	EVP Layzell	03/30/17
Beach Volleyball Staff Area Renovation	\$297,169	Auxiliary Funds	EVP Layzell	04/11/17
Design Building Emergency Utility & Courtyard Repairs	\$400,000	Auxiliary Funds	EVP Layzell	04/18/17
Dub Robinson Stadium Beach Volleyball Renovations revised budget	\$229,100	Auxiliary Funds	Board of Regents	01/17/17
Environmental Abatement of the East Stadium Dormitory	\$240,000	Auxiliary Funds	EVP Layzell	09/28/16
Environmental Abatement of the South Stadium Dormitory	\$190,000	Auxiliary Funds	EVP Layzell	09/28/16
Middleton Library South Side Basement Waterproofing	\$450,000	Auxiliary Funds	EVP Layzell	04/11/17
Roof Replacement, Military Science Building	\$570,000	Other-Facility Use Fees	EVP Layzell	10/19/16
Soccer Complex Locker Room Addition & Renovation	\$462,941	Auxiliary Funds	EVP Layzell	03/06/17
Student Health Center Phase I Fire Damage Renovations	\$480,750	Insurance Claim	EVP Layzell	10/05/16
Student Health Center Phase I Fire Damage Renovations revised	\$580,000	Insurance Claim	Board of Regents	11/07/16
Tiger Field Improvements 2017	\$400,000	Auxiliary Funds	EVP Layzell	02/10/17
Tiger Stadium- Concession Power Enhancements	\$400,000	Auxiliary Funds	EVP Layzell	12/13/16
Tiger Stadium- Field Power Enhancements	\$300,000	Auxiliary Funds	EVP Layzell	12/13/16
Vet Med Annex 193A Cage Washer Room Renovations	\$275,000	Operational Funds	EVP Layzell	01/24/17
Vet Med Equine Recovery Renovations	\$275,000	Operational Funds	EVP Layzell	01/24/17
Vet Med LADDL Classroom Addition (Build-Out)	\$180,000	Operational Funds	EVP Layzell	10/17/16
Vet Med Library Renovations	\$725,000	Other- School of Vet. Med. cash reserve funds	EVP Layzell	07/11/16
Vet Med Raptor Flight Cage	\$250,000	Other- Donor Funds	EVP Layzell	03/22/17
West Campus Apts Interior Paint Bldgs 1-2-3-4	\$180,000	Auxiliary Funds	EVP Layzell	02/23/17
West Laville Interior Paint Gldgs #457-458	\$177,500	Auxiliary Funds	EVP Layzell	03/05/17
<b>Subtotal LSU A&amp;M</b>	<b>\$8,392,460</b>			
<b>AgCenter</b>				
Rice Research Station Office Building Addition-Renovation	\$400,000	Self-Generated Funds	EVP Layzell	10/19/16
Warehouse Renovations for Food Incubator Bottline Line	\$495,000	Self-Generated Funds	EVP Layzell	09/07/17
<b>Subtotal AgCenter</b>	<b>\$400,000</b>		EVP Layzell	
<b>LSU Health New Orleans</b>				
Dental Clinic 8th Floor Oral Pathology Office and Laboratory Renovation	\$250,000	Self- Generated Funds	EVP Layzell	10/25/17
Dental School 3rd Floor Reception and Waiting Area Renovation	\$450,000	Self- Generated Funds	EVP Layzell	10/25/16
Dental School Patient Parking Lot	\$365,000	Self- Generated Funds- Unrestricted Funds	EVP Layzell	05/05/16
Land Acquisition Square First District New Orleans	\$55,000	Unrestricted Funds	Board of Regents	03/06/17
MEB Mechanical Upgrade of Air Handling Units 6A-6D and Exhaust Systems	\$495,768	Self- Generated Funds	EVP Layzell	10/25/16
Medical Education Building 3rd Floor Conversion of AHU's 3D and 3C to Variable Air	\$490,000	Self- Generated Funds	EVP Layzell	09/27/16
Medical Education Building Team-Based Classroom Renovation	\$495,000	Self- Generated Funds	EVP Layzell	11/16/16
<b>Subtotal LSU Health New Orleans</b>	<b>\$2,600,768</b>			

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

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

Updated January 12, 2018

<b>2016-2017</b>	<b>AMOUNT APPROVED</b>	<b>FUNDS SOURCE</b>	<b>APPROVED BY</b>	<b>APPROVAL DATE</b>
<b>LSU Health Shreveport</b>				
Medical School Educational Space Renovations	\$495,000	Wise Funding	VP Layzell	12/09/16
<b>Subtotal LSU Health Shreveport</b>	<b>\$495,000</b>			
<b>LSU Eunice</b>				
Acadian Center Renovation	\$225,000	Auxiliary Funds	VP Layzell	10/17/16
<b>Subtotal LSU Eunice</b>	<b>\$225,000</b>			
<b>LSU Shreveport</b>				
Student Success Center	\$372,500	Other- Student Success Center Fees	VP Layzell	09/27/16
Student Success Center Reapproval	\$470,192	Other- Student Success Center Fees	Board of Regents	04/04/17
<b>Subtotal LSU Shreveport</b>	<b>\$372,500</b>			
<b>TOTAL CAPITAL PROJECTS APPROVALS 2016-2017</b>	<b>\$12,485,728</b>			

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

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

Updated January 12, 2018

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

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

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

Updated January 12, 2018

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

**Report to LSU Board of Supervisors:  
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**Capital Improvements Projects above \$175,000**

Updated January 12, 2018

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

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

**Design Contracts**

Updated January 12, 2018

<b>2017-2018 Design Contracts</b>	<b>Designer Fee</b>	<b>Reimbursables or other fees</b>	<b>Revised Designer Fee</b>	<b>Designer</b>	<b>Approved by</b>	<b>Approval Date</b>
<b>LSU A&amp;M</b>						
Open Jet Proposal (Old River Model Facility)	\$13,661			Forte Tablada	AVP Danny Mahaffey	7/17/2017
School of Vet Med Louisiana Animal Disease Diagnostic Laboratory (LADDL) 2nd Floor Lab	\$39,246	\$1,000		Foil Wyatt	AVP Danny Mahaffey	08/23/17
South Stadium Drive Sewer Improvements	\$27,364	\$11,950		Boyd Holmes Engineering, Inc.	AVP Danny Mahaffey	08/17/17
University Administration Building Boardroom Lighting Upgrades	\$13,000			AST Engineers	AVP Danny Mahaffey	10/17/17
University High Baseball Field Lighting Project	\$35,320			Nesbit & Associates	AVP Danny Mahaffey	10/27/17
University Lab School Foundation/Lounge Space	\$15,238	\$1,500		Tipton Associates	AVP Danny Mahaffey	09/13/17
<b>Subtotal</b>	<b>\$143,829</b>	<b>\$14,450</b>	<b>\$0</b>			
<b>Hebert Law Center Roof Replacement</b>						
Hebert Law Center Roof Replacement	\$41,981			BE-CI, Inc. & Neal Johnson, LLC, AJV	Designer Selected by Architect Selection Board	09/28/17
<b>Memorial Tower Renovations</b>						
Memorial Tower Renovations	\$382,941			Jerry M. Campbell & Associates, APAC	Designer Selected by Architect Selection Board	09/28/17
<b>Stephenson Veterinary Hospital</b>						
Stephenson Veterinary Hospital	\$607,315			Tipton Associates APAC in Association with Architect 449	Designer Selected by Architect Selection Board	09/28/17
<b>Tiger Stadium Field and Drainage Replacement</b>						
Tiger Stadium Field and Drainage Replacement	\$141,954			Manchac Consulting Groups, Inc.	Designer Selected by Engineer Selection Board	07/27/17
<b>Subtotal</b>	<b>\$1,174,191</b>	<b>\$0</b>	<b>\$0</b>			
<b>Total LSU A&amp;M 2017-2018</b>	<b>\$1,318,020</b>	<b>\$14,450</b>	<b>\$0</b>			
<b>AgCenter</b>						
Audubon Sugar Institute Roof Replacement	\$51,383		\$0	Jerry M. Campbell & Associates	AVP Mahaffey	07/24/17
Burden Museum and Gardens Urban Farm Proposal	\$17,750	\$750	\$0	Suzanne Turner & Associates	AVP Mahaffey	07/10/17
Animal & Food Science Laboratory Shaks Retort & Steam Generator for Lab 100	\$11,668			Henry C. Eyre, Jr., P.E.	AVP Mahaffey	12/18/17
<b>Total AgCenter 2017-2018</b>	<b>\$80,801</b>	<b>\$750</b>	<b>\$0</b>			
<b>LSU Health Care Services Division</b>						
Lallie Kemp Medical Center Chiller Plant Upgrade	\$44,365	\$0	\$0	Howell Consultants, LLC	AVP Mahaffey	10/26/17
<b>Total LSU Health Care Services Division 2017-2018</b>	<b>\$44,365</b>	<b>\$0</b>	<b>\$0</b>			
<b>LSU Eunice</b>						
Library Renovations for New Testing Center	\$13,500	\$1,500	\$0	The Sellers Group	AVP Mahaffey	11/15/17
<b>Total LSU Eunice 2017-2018</b>	<b>\$13,500</b>	<b>\$1,500</b>	<b>\$15,000</b>			
<b>TOTAL ALL CAMPUSES 2017-2018</b>	<b>\$1,456,686</b>	<b>\$16,700</b>	<b>\$15,000</b>			



**Report to LSU Board of Supervisors:  
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**Design Contracts**

Updated January 12, 2018

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

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

**Design Contracts**

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<b>2016-2017 Design Contracts</b>	<b>Designer Fee</b>	<b>Reimbursables or other fees</b>	<b>Revised Designer Fee</b>	<b>Designer</b>	<b>Approved by</b>	<b>Approval Date</b>
<b>AgCenter</b>						
Botanical Research & Development Center	\$18,860	actual cost	\$0	Crump Wilson Architects	Asst. VP Mahaffey	01/30/17
Audubon Sugar Institute Mechanical Upgrades	\$17,290	\$500	\$0	AST Engineers	Asst. VP Mahaffey	03/16/17
Redesign Restroom Burden Trees & Trails Structural Engineering	\$12,000	\$0	\$0	Fox-Nesbit Engineering, LLC	Asst. VP Mahaffey	02/15/17
Rice Research Station Office Building Addition	\$36,432	\$4,000	\$0	GD Architecture, LLC	Asst. VP Mahaffey	09/14/16
<b>Total AgCenter 2016-2017</b>	<b>\$84,582</b>	<b>\$4,500</b>	<b>\$0</b>			
<b>LSU Health New Orleans</b>						
Repurposing Interim Hospital	\$2,617,709	\$0	\$0		Designer Selected by Architect Selection Board	11/29/16
<b>Total LSU Health New Orleans 2016-2017</b>	<b>\$2,617,709</b>	<b>\$0</b>	<b>\$0</b>			
<b>LSU Health Shreveport</b>						
Medical School Educational Space Renovations	\$55,465	\$0	\$0	Prevot Design Services, APAC	Asst. VP Mahaffey	12/02/16
Replacement of Cooling Towers, D-Building Medical School Power Plant	\$163,540	\$0	\$0	John J. Guth Associates, Inc.	Designer Selected by Engineer Selection Board	09/15/16
<b>Subtotal</b>		<b>\$0</b>	<b>\$0</b>			
<b>Total LSU Health Shreveport 2016-2017</b>						
<b>LSU at Alexandria</b>						
Roof Replacement Chambers Hall	\$21,172	\$0	\$0	Ashe Broussard Weinzettle Architects	Asst. VP Mahaffey	01/09/17
Roof Replacement University Center	\$18,666	\$0	\$0	Ashe Broussard Weinzettle Architects	Asst. VP Mahaffey	01/25/17
<b>Subtotal</b>	<b>\$21,172</b>	<b>\$0</b>	<b>\$0</b>			
Fire Sprinkler System Evaluation and Repair Mulder Hall	\$22,622	\$0	\$0	John J. Guth Associates, Inc.	Direct Appointment	10/14/16
<b>Subtotal</b>	<b>\$22,622</b>	<b>\$0</b>	<b>\$0</b>			
<b>Total LSU at Alexandria 2016-2017</b>	<b>\$43,794</b>	<b>\$0</b>	<b>\$0</b>			
<b>LSU at Eunice</b>						
Roof Replacement Health & Technology Building	\$40,840	\$0	\$0	The Sellers Group	Asst. VP Mahaffey	12/09/16
Replacement of Fume Hoods, Science Laboratory Classroom	\$149,193	\$0	\$0	Associated Design Group, Inc.	Designer Selected by Engineer Selection Board	03/21/17
<b>Subtotal</b>	<b>\$190,033</b>	<b>\$0</b>	<b>\$0</b>			
<b>Total LSU at Eunice 2016-2017</b>						
<b>LSU in Shreveport</b>						
Student Success Center	\$41,540	\$0	\$0	Prevot Design Services, APAC	Asst. VP Mahaffey	10/11/16
Reroof, Noel Library	\$40,273	\$0	\$0	Sutton Beebe Babin Architects, LLC	Designer Selected by Architect Selection Board	02/22/17
<b>Subtotal</b>	<b>\$81,813</b>	<b>\$0</b>	<b>\$0</b>			
<b>Total LSU in Shreveport 2016-2017</b>						
<b>TOTAL ALL CAMPUSES 2016-2017</b>	<b>\$5,509,792</b>	<b>\$4,500</b>	<b>\$0</b>			

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**Design Contracts**

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

**Report to LSU Board of Supervisors:  
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**Design Contracts**

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

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

**Design Contracts**

Updated January 12, 2018

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

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

**Grants of Mineral Rights**

Updated January 12, 2018

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

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

**Property Leases**

Updated January 12, 2018

2017-2018													
Campus	Lessor	Lessee	Location	Lease Purpose	BoS Appr. Date	Start	Lease Term	Sq. Ft.	Annual Rental	Dollars / SF	# Option Terms	Length	Approved by
AgCenter	AgCenter	Julien R. Stevens	Rosepine Research Station	farming (renewal of lease)	6/3/2011	1/1/2018	1/1/2019	624.6 acres	\$20,100.00	n/a	3 remaining	1-year	n/a
HSCS	Willis-Knighton Medical Center	HSCS	820 Jordan Street, Ste. 104, Shreveport	Outpatient Adolescent Clinic (Psychiatry)	n/a	10/1/2010	9/30/2018	2,856	\$8,400.00	\$2.94	2	1-yr.	Pres. Alexander
2016-2017													
Campus	Lessor	Lessee	Location	Lease Purpose	BoS Appr. Date	Start	Lease Term	Sq. Ft.	Annual Rental	Dollars / SF	# Option Terms	Length	Approved by
LSU A&M	LSU A&M	Star and Crescent Foundation, Inc. (Alumni of the LSU Gamma Chapter of Kappa Sigma Fraternity)	15 Dalrymple Drive, Baton Rouge (Lot #5)	Fraternity House	n/a	1/10/2017	7/1/2065	n/a	\$10	n/a	n/a	n/a	Pres. Alexander
LSU A&M	LSU A&M	Tiger Athletic Foundation (TAF)	Bernie Moore Track Stadium	Resurfacing	5/5/2017	7/17/2017	by 12/1/17	n/a	\$100 one-time	n/a	n/a	n/a	Pres. Alexander
LSU A&M	LSU A&M	Tiger Athletic Foundation (TAF)	Tiger Stadium	Installation of a Distributed Television System	5/5/2017	7/1/2017	by 12/31/17	n/a	\$100 one-time	n/a	n/a	n/a	
LSU A&M	LSU A&M	Tiger Athletic Foundation (TAF)	Tiger Stadium	Amendment to Demo South Stadium Dormitories and Relocate Utilities and Paving	n/a	2/6/2017	8/31/2017	n/a	n/a	n/a	n/a	n/a	Pres. Alexander
LSU A&M	Sublessor: Sigma Chi Alumni Association of La. Inc.	Sublessee: Beta Theta Pi Housing Corporation, LLC	27 Dalrymple Drive (Lot 16)	Fraternity House	n/a	01/06/17	7/31/2017	n/a	\$27,000.00	n/a	1	1-year	Consent by Pres. Alexander
AgCenter	LSU Agricultural Center	World Aquaculture Society	John M. Parker Coliseum Rooms 143, 165, 263, 265, 267	Office Space	n/a	7/1/2016	6/30/2021	956 sf	\$9,560	\$10.00	n/a	n/a	Pres. Alexander
AgCenter	Corpus Christi-Epiphany Roman Catholic Church	AgCenter	2022 St. Bernard Avenue, New Orleans	Orleans Parish Cooperative Extension Service office	n/a	6/23/2017	6/22/2018	1,100	\$14,400.00	\$13.09	1	1-year	Pres. Alexander
AgCenter	Northeast Educational Development Foundation (NEED)	AgCenter	Oak Grove, Louisiana	Delta Rural Development Center	n/a	7/1/2017	6/30/2018	4,999	\$30,000.00	\$6.00	2	1-year	Pres. Alexander
LSU Health New Orleans	LSU Health New Orleans	LSU School of Medicine in New Orleans Faculty Group Practice d/b/a/ LSU Healthcare Network	Portions of the HSC-NO Downtown Campus and the School of Dentistry Campus	Digital Signs	amendment	7/13/2016	7/12/2046	no change	no change	no change	n/a	n/a	Pres. Alexander
LSU Health New Orleans	LSU Health New Orleans	LSU School of Medicine in New Orleans Faculty Group Practice d/b/a/ LSU Healthcare Network	Portions of the University Medical Office Building (UMOB) 2025 Gravier Street, New Orleans	Medical Offices	1/27/2017	3/24/2017	3/23/2017	11,411	\$176,868	\$15.50	Auto Renewal unless either gives 60 day prior written notice non-renewal	1-year	Pres. Alexander

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

**Property Leases**

Updated January 12, 2018

<b>LSU Health Shreveport</b>	Willis-Knighton Medical Center	LSU Health Shreveport	820 Jordon Street, Suite 104, Shreveport	HSCS Department of Psychiatry Outpatient Adolescent Clinic	n/a	10/1/2016	9/30/2017	2,856	\$25,200.00	\$2.94	3	1-year	Pres. Alexander
<b>Private Partner</b>	University Health Shreveport (Sublessor)	Future State, LLC (Sublessee and a not-for-profit owned/controlled by the BRF)	1512 W. Kirby Place, Shreveport	Medical Offices	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	notice only



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

**Property Leases**

Updated January 12, 2018

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

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

**Property Leases**

Updated January 12, 2018

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

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

**Schematic Design**

Updated January 12, 2018

2017-2018			
Project	Architect	Approved by	Approval Date

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

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

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

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

**Servitudes**

updated January 12, 2018

2017-2018								
Campus/Lessor	Lessee	Servitude or Right-of-Way Location	Acreage	Payment	Length of Term	Type of Document	Approved by	Approval Date
AgCenter	Franklin Parish Police Jury	at LSUE Campus near LA Hwy 755, Eunice	4.64 acres		Temporary Construction	Servitude	President Alexander	10/2/2017
HSCS	City of Shreveport	6670 St. Vincent Avenue, Shreveport		\$500.00	Permanent	Utility Servitude	President Alexander	5/9/2017
2016-2017								
Campus/Lessor	Lessee	Servitude or Right-of-Way Location	Acreage	Payment	Length of Term	Type of Document	Approved by	Approval Date
LSU A&M	Entergy	at Old LSU Golf Course	.23 acres	\$1.00	unspecified	Right-of-Way	President Alexander	12/2/2016
LSU A&M	Entergy	at Old Print Shop	690' x 16'		unspecified	Right-of-Way	President Alexander	12/2/2016
LSU A&M	Entergy	Terrebonne Parish	4 Tracts: 3.202 acres; .227 acres; .107 acres; and 3.300 acres	\$515.78	permanent	Right-of-Way	President Alexander	4/20/2017
LSU at Eunice	CLECO	at LSUE Campus near LA Hwy 755, Eunice			1 year with two (2) 1-year options	Right-of-Way		Cancelled
LSU Health Care Services Division	Entergy	Terrebonne Parish	1 Tract: 3.07220 acres	\$100.00	permanent	Right-of-Way	Deputy CEO Lanette Buie	3/10/2017
LSU Health Shreveport	City of Shreveport	6670 St. Vincent Avenue		\$500.00	permanent	Utility Servitude	President Alexander	5/9/2017
Pennington Biomedical Research Center	City of Baton Rouge	Sidewalk Servitude	.021 acres	none	perpetual	Sidewalk Servitude	President Alexander	11/2/16
2015-2016								
Campus/Lessor	Lessee	Servitude or Right-of-Way Location	Acreage	Payment	Length of Term	Type of Document	Approved by	Approval Date

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

**Servitudes**

updated January 12, 2018

<b>LSU A&amp;M</b>	Baton Rouge Water Co.	Burbank Drive and Nicholson area of Baton Rouge	588 ft x 10 ft	none	unspecified	Servitude	President Alexander	12/11/15
<b>AgCenter</b>	American Midstream (MIDLA), LLC	Sweet Potato Research Station, Franklin Parish	.69 acres	\$2,100.00	Should Grantee fail to use the same for purposes herein provided for a period of 36 consecutive months, the R-o-W Agreement and Servitude is terminated	Pipeline R-o-W	President Alexander	5/6/16
<b>AgCenter</b>	DOTD	Hill Farm Research Station, Claiborne Parish	.145 acres	\$3,537.00	4 years	Temporary Construction Servitude	President Alexander	1/29/2016
<b>LSU in Shreveport</b>	City of Shreveport	LSUS campus	.13 acres	none	As long as the servitude is used as a Utility Servitude	Permanent Utility Servitude	President Alexander	3/18/16

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

**Servitudes**

updated January 12, 2018

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

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

Updated January 12, 2018

2017-2018								
Campus	Location	Parish	Buyer	Acreage	Payment	Designated Timber to be Removed:	Approved by	Approval Date
2016-2017								
Campus	Location	Parish	Buyer	Acreage	Payment	Designated Timber to be Removed:	Approved by	Approval Date
AgCenter	Lee Memorial Forest, Franklinton, LA	Washington	Sassafras Timber	152 acres	Approximately \$46,412	24 acres of total tree removal, 26 acres marked timber thinning and 102 acres first thinning.	Vice President Layzell	10/3/2016
AgCenter	Bob R. Jones Idlewild Research Station, Clinton, LA	East Feliciana	Good Hope, Inc.	2 sites: 33 acres and 20 acres	approximately \$71,950	Pine & hardwood saw timber & hardwood pulpwood	Vice President Layzell	8/3/2016
2015-2016								
Campus	Location	Parish	Buyer	Acreage	Payment	Designated Timber to be Removed:	Approved by	Approval Date
AgCenter	Bob R. Jones Idlewild Research Station, Clinton, LA	East Feliciana	Good Hope, Inc.	approximately 80 acres	Approximately \$25,000	Pine pulpwood, logs and chip-n-saw.	President Alexander	10/6/2015

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

Updated January 12, 2018

2017-2018						
Campus	Transfer Description	Value	State ID	Site Code	Approved by	Transfer Date
LSU A&M	Act of Donation and Acceptance of Pleasant Hall Grand Lawn Improvements from the Admissions and Recruiting Center, LLC.	\$181,768		2-17-014	Pres. Alexander	10/26/17
	Act of Donation and Acceptance of Football Indoor Field Lighting Improvements and Termination of License Agreement for Use of Facilities and Premises	\$295,000		2-17-014	Pres. Alexander	09/20/17
	Act of Donation and acceptance of Football Indoor Practice Facility Synthetic Turf Replacement and Termination of License Agreement for Use of Facilities & Premises	\$550,934		2-17-014	Pres. Alexander	09/20/17
	Act of Donation and Acceptance of PMAC Renovations and Improvements to Restroom Facilities and Termination of License for Use of Facilities and Premises	\$332,769		2-17-014	Pres. Alexander	09/20/17
	Exchange of Property with New Schools for Baton Rouge- LSU transfers approximately 10 acres located at GSRI to NSBR in exchange for State Street Property				Pres. Alexander	09/20/17
AgCenter	Cash Sale between Division of Administration, Facility Planning and Control, LSU AgCenter and Tensas Parish Police Jury of AgCenter's 61 acres in Tensas Parish	\$207,400			Pres. Alexander	12/13/17
HSCNO	Purchase of Property at 2129-2131 Gravier Street, First District, New Orleans	\$445,000			Pres. Alexander	12/19/17
2016-2017						
Campus	Transfer Description	Value	State ID	Site Code	Approved by	Transfer Date
LSU A&M	Act of Donation and Acceptance of Football Operations Facility for Nutrition Fueling Station Installation and Termination of License for Use of Facilities and Premises	\$153,424			Pres. Alexander	10/24/16
LSU A&M	Act of Donation and Acceptance of LSU Golf Practice Facility and Termination of Facilities Use Agreement	\$337,413			Pres. Alexander	10/24/16
LSU A&M	Act of Donation and Acceptance of LSU Women's Gymnastics Practice Facility and Termination of Lease Agreement	\$12,424,090			Pres. Alexander	03/31/16
LSU A&M	Act of Donation and Acceptance of Phase I Work for the Renovation and Expansion of the LSU Football Operations Building	\$4,500,000			Pres. Alexander	08/10/16
LSU A&M	Act of Donation and Acceptance of PMAC Lighting Renovations and Improvements and Confirmation of Termination of License for Use of Facilities and Premises	\$161,713			Pres. Alexander	02/17/17
HCSO	Proposed Sale of approximately 2.414 ± acres of vacant property at 5275 Airline Highway, Baton Rouge to Capital Area Transit System (CATS) for use as a transit hub	appraised at \$235,000			Approved at May BoS meeting	in process
HCSO-HCSNO	Addendum to the Memorandum of Understanding Transferring Properties from HCSO to HCSNO to transfer five additional properties.	not stated	various		President Alexander	10/18/16
HCSO-HCSNO	Second Addendum to the Memorandum of Understanding Transferring Properties from HCSO to HCSNO to transfer one additional property	not stated	S09928		President Alexander	11/21/16



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**All Campuses Last 3 Years**

Updated January 12, 2018

<b>LSU Health New Orleans</b>	Act of Donation of Equipment for the School of Dentistry Pre-Clinical Simulation lab	\$3,199,322			in process	
<b>LSU Health New Orleans</b>	Purchase of Land Square 440- 1800 Gravier Street	\$310,000			President Alexander	04/13/17
<b>LSU Health New Orleans</b>	Purchase of Land Square 440- 1828 Gravier Street	\$55,000			President Alexander	03/08/17
<b>2015-2016</b>						
<b>Campus</b>	<b>Transfer Description</b>	<b>Value</b>	<b>State ID</b>	<b>Site Code</b>	<b>Approved by</b>	<b>Transfer Date</b>
<b>LSU A&amp;M</b>	Act of Donation and Acceptance of 1.083 acres to benefit the LSU Rural Life Museum and Windrush Gardens. The property was donated by John Carlton Monroe III and Frances Hochendel Monroe to the Burden Foundation and from the Burden Foundation to LSU.	not stated			President Alexander	12/16/15
<b>AgCenter</b>	Act of Donation and Acceptance of the Ellis S. Martin Multi-Purpose Pavilion at LSU AgCenter Camp Grant Walker in Pollock, Louisiana. The Donation was a part of a Lease Agreement with the Louisiana 4-H Foundation.	\$1,291,045	S28912		President Alexander	03/31/16
<b>HCSN-HCSNO</b>	Memorandum of Understanding to Transfer of 10 Charity Hospital and Interim LSU Hospital Properties in New Orleans and the funding changes for the properties from LSU Health Care Services Divisions to LSU Health Sciences Center New Orleans	not stated	various		President Alexander	01/11/16
<b>LSU Health New Orleans</b>	Act of Donation and Acceptance of a Modular Interprofessional Primary Care Clinic Building at the HSC-NO School of Dentistry.	\$465,000	S27056	1-36-035	President Alexander	04/13/16

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