



LSU Board of Supervisors

Thursday, October 4, 2018

10:00 AM

LSU University Administration Building

Board Room

3810 W. Lakeshore Drive

Baton Rouge, Louisiana 70808

PUBLIC COMMENT

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

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

BOARD MEETING

1. Call to Order and Roll Call
2. Recommendation to Approve Revisions to the LSU Board of Supervisors Bylaws and Regulations
3. Adjournment

A. ACADEMIC AND RESEARCH COMMITTEE

Mr. Ronnie Anderson, Chair

1. Request from LSU Alexandria to Establish a Bachelor of Science in Kinesiology
2. Request from LSU A&M for Approval to Reconfigure the Master of Science in Human Ecology to a Master of Science in Child and Family Studies
3. Presentation on LSU's Comprehensive Admissions Process

B. FINANCE COMMITTEE

Mr. Blake Chatelain, Chair

1. Recommendation to Approve the 2019-20 Operating Budget Request
2. Supplier Diversity Program Update Presentation

C. PROPERTY AND FACILITIES COMMITTEE

Mr. Jimmie Woods, Chair

1. Request from LSU A&M to Approve the Schematic Design of the LSU Stephenson Veterinary Hospital
2. Request from LSU A&M to Authorize an Agreement with Illinois Central Railroad Company, the Baton Rouge Area Foundation, and Others Regarding Rail Line Crossings
3. Request from LSU Health Sciences Center-New Orleans to Approve a Cooperative Endeavor Agreement Among the LSU Board of Supervisors and the Board of Supervisors of Community and Technical Colleges and the Delgado Community College Foundation
4. Request from LSU Health Sciences Center-New Orleans to Approve a Partial Assignment & Assumption of Right of Use Possession & Occupancy between UMC MC & LSU Health Foundation, New Orleans for the Construction & Operation of a Parking Garage
5. Request from LSU Health Sciences Center-New Orleans to Approve the Purchase of Land in Squares 499 and 518, First District, New Orleans
6. Request from LSU Health Sciences Center – New Orleans to Approve a Lease Agreement with University Medical Center Management Corporation for Parking Spaces at the South Roman Street Garage Located on the LSUHSC-NO Downtown Campus

D. ATHLETIC COMMITTEE

Ms. Valencia Sarpy Jones, Chair

1. Request from LSU A&M to Approve Employment Contracts with Co-Head Coaches David Geyer and Douglas Shaffer
2. Request from LSU Shreveport to Approve Employment Contracts with Three Head Coaches
3. Request from LSU Shreveport to Approve an Employment Contract for Athletic Director Lucas Morgan
4. Request from LSU A&M to Approve Employment Contract with Yolanda “Nikki” Caldwell, Head Coach Women’s Basketball

E. LEGAL AFFAIRS COMMITTEE

Mr. Robert S. Dampf, Chair

1. Resolution on Free Expression in Compliance with Act 666 of 2018 Regular Session

F. AUDIT COMMITTEE
Mr. Lee Mallett, Chair

The Audit Committee will meet in the LSU University Administration Building in Conference Room 112 immediately following the Committee Meetings and the Board Meeting.

The Committee may go into Executive Session in accordance with the provisions of LA R.S. 42:17(A)(4).

1. FY 2018 4th Quarter Audit Summary
2. FY 2018 Internal Audit Annual Report



LSU Board of Supervisors Meeting

Thursday, October 4, 2018

~1:00 PM

LSU University Administration Building

Board Room

3810 W. Lakeshore Drive

Baton Rouge, Louisiana 70808

1. Call to Order and Roll Call
2. Invocation and Pledge of Allegiance
3. Approval of the Minutes of the Board Meeting held on September 7, 2018
4. Personnel Actions Requiring Board Approval
NOTICE: The LSU Board of Supervisors may go into executive session pursuant to La. R.S. 42:17(A)(1) to discuss a personnel matter.
5. Reports from Council of Staff Advisors and Council of Faculty Advisors
6. President's Report
7. Reports to the Board
 - a. Fall 2018 14th Day Enrollment & Trend Report
8. Committee Reports
9. Chairman's Report
10. Adjournment



LSU Board of Supervisors Committee Meetings

Thursday, 10/4/2018

10:00 AM - 12:00 PM CT

LSU University Administration Building

Board Room

3810 W. Lakeshore Drive

Baton Rouge, Louisiana 70808

PUBLIC COMMENT

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

A. BOARD MEETING

1. Call to Order and Roll Call
2. Recommendation to Approve Revisions to the LSU Board of Supervisors Bylaws and Regulations
Bylaws Proposed Change for 2018
Bylaws Proposed Change for 2018 Redline
Regulations Proposed Changes for 2018
Regulations Proposed Change for 2018 Redline Version
3. Adjournment

B. ACADEMIC AND RESEARCH COMMITTEE

1. Request from LSU Alexandria to Establish a Bachelor of Science in Kinesiology
ACADEMIC AFFAIRS Request from LSU Alexandria to Establish a Bachelor of Science in Kinesiology
2. Request from LSU A&M for Approval to Reconfigure the Master of Science in Human Ecology to a Master of Science in Child and Family Studies
ACADEMIC AFFAIRS Request from LSU A&M for Approval to Reconfigure the Master of Science in Human Ecology to a Master of Science in Child and Family Studies
3. Presentation on LSU's Comprehensive Admissions Process

C. FINANCE COMMITTEE

1. Recommendation to Approve the 2019-20 Operating Budget Request
FINANCE - Resolution Recommendation to Approve FY 2019-20 Operating Budget Request
ATTACHMENT I - Board Resolution_ATTACHMENT_Priority Listing v.2
2. Supplier Diversity Program Update Presentation

D. PROPERTY AND FACILITIES COMMITTEE

1. Request from LSU A&M to Approve the Schematic Design of the LSU Stephenson Veterinary Hospital
PROPERTY - Resolution -LSU AM_Schematic Design_Stephenson Vet Hospital (BOS 10-04-18)
ATTACHMENT I - Transmittal Memo
ATTACHMENT II - BoS Stephenson 9.20.18
2. Request from LSU A&M to Authorize Agreements with Illinois Central Railroad Company, the Baton Rouge Area Foundation, and Others Regarding Rail Line Crossings
PROPERTY - Resolution BoS_Oct2018_RR
ATTACHMENT I - PFC#2_Attachment I - Transmittal Memo
ATTACHMENT II -PFC#2_Attachment II - Diagram of road location and other activities
3. Request from LSU Health Sciences Center-New Orleans to Approve a Cooperative Endeavor Agreement Among the LSU Board of Supervisors and the Board of Supervisors of Community and Technical Colleges and the Delgado Community College Foundation
PROPERTY - Resolution CEA with Delgado
ATTACHMENT I - Transmittal Letter from Chancellor Hollier (rev 9-21) for CEA - LCTCS Delgado
ATTACHMENT II -LCTCS-Delgado-LSU - CEA Transfer of Property (1452 Tulane Ave. Building).._092418
4. Request from LSU Health Sciences Center-New Orleans to Approve a Partial Assignment & Assumption of Right of Use Possession & Occupancy between UMCMC & LSU Health Foundation, New Orleans for the Construction & Operation of a Parking Garage
PROPERTY - Resolution LSUHSC-NO Parking Garage
ATTACHMENT I- Letter from Chancellor Larry Hollier MD
ATTACHMENT II - AGRMNT UMCMC Parking Garage - Assignment and Right of Use
5. Request from LSU Health Sciences Center-New Orleans to Approve the Purchase of Land in Squares 499 and 518, First District, New Orleans
PROPERTY - Resolution LSUHSC-NO Purchase of Land in Squares 499 518
ATTACHMENT I - Hollier Cover Memo
ATTACHMENT II - Pages from Squares 499 518 MAP
ATTACHMENT III - Pages from Squares 499 518 MAP-2
ATTACHMENT IV - B18-112 508-10 S Galvez St Appraisal BIRD
6. Request from LSU Health Sciences Center – New Orleans to Approve a Lease Agreement with University Medical Center Management Corporation for Parking Spaces at the South Roman Street Garage Located on the LSUHSC-NO Downtown Campus
PROPERTY - Resolution - So Roman Garage to UMC
ATTACHMENT I - Transmittal Letter from Chancellor Hollier for UMCMC Lease Roman St. Parking Garage
ATTACHMENT II - Lease So Roman Garage space to UMC_wtih attachmentsCD

E. ATHLETIC COMMITTEE

1. Request from LSU A&M to Approve Employment Contracts with Swimming & Diving Co-Head Coaches David Geyer and Douglas Shaffer
ATHLETICS - Resolution Geyer and Shaffer v.2
ATTACHMENT I - CHC David Geyer
ATTACHMENT II - CHC Douglas Shaffer

2. Request from LSU Shreveport to Approve Employment Contracts with Three Head Coaches
ATHLETICS - Resolution LSUS Coaches v.2
ATTACHMENT I - Kyle Blankenship Contract Final
ATTACHMENT II - Matthew Cross Contract Final
ATTACHMENT III - Brent Lavalle Contract Final
3. Request from LSU Shreveport to Approve an Employment Contract for Athletic Director Lucas Morgan
ATHLETICS - Resolution LSUS AD Lucas Morgan v.2
ATTACHMENT I - Lucas Morgan Contract Final
4. Request from LSU A&M to Approve Employment Contract with Yolanda “Nikki” Caldwell, Head Coach Women’s Basketball
ATHLETICS - Resolution Yolanda Nikki Caldwell
ATTACHMENT I - Yolanda Nikki Caldwell Contract

F. LEGAL AFFAIRS COMMITTEE

1. Resolution on Free Expression in Compliance with Act 666 of 2018 Regular Session
Resolution on Free Expression in Compliance with Act 666 of 2018 Regular Session

G. AUDIT COMMITTEE

The Audit Committee will meet in the LSU University Administration Building in Conference Room 112, immediately following the Committee Meetings and the Board Meeting. The Committee may go into Executive Session in accordance with the provisions of LA R.S. 42:17(A)(4).

1. FY 2018 4th Quarter Audit Summary
2. FY 2018 Internal Audit Annual Report

Revised October 4, 2018

BYLAWS



BOARD OF SUPERVISORS
LOUISIANA STATE UNIVERSITY

Effective October 4, 2018

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BYLAWS OF THE LSU BOARD OF SUPERVISORS

ARTICLE I. DEFINITIONS

The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College

The "Board of Supervisors of Louisiana State University and Agricultural and Mechanical College" or "Board" as used in the **Bylaws**, shall refer to the governing Board of the University and shall be composed of the Board of Supervisors, duly appointed and qualified as provided by law.

Chair of the Board

The term "Chair of the Board," as used in these **Bylaws**, shall refer to the Supervisor who is the duly elected Chair or acting Chair of the Board of Supervisors.

University

The term "University" when used in these **Bylaws**, shall refer to the collection campuses, academic programs, facilities, and other assets governed by the Board of Supervisors. The Board of Supervisors is invested by law with the authority to organize the University as necessary to achieve its mission of delivering instruction, conducting research, facilitating scholarly activity, and performing service and outreach to Louisiana. The institutions of the University are:

1. Louisiana State University and Agricultural and Mechanical College ("LSU"), the premier flagship university for the state.
2. Louisiana State University at Alexandria.
3. Louisiana State University at Eunice.
4. Louisiana State University in Shreveport.
5. Louisiana State University Health Sciences Center – New Orleans.
6. Louisiana State University Health Sciences Center – Shreveport.
7. Louisiana State University Agricultural Center.
8. Pennington Biomedical Research Center.
9. Any other college, university, school, institution, or program now or hereafter under the supervision and management of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

President of LSU

The term "President of LSU" or "President," as used in these **Bylaws**, shall refer to the duly appointed President or acting President of LSU, who shall be the chief executive officer of both the University and the LSU campus, and shall also be Secretary to the Board of Supervisors.

Chancellor

The term "Chancellor," as used in these **Bylaws**, shall refer to the chief administrative officer of a campus or major administrative subdivision of the University, other than LSU, as designated by the Board, regardless of the actual title held by the individual serving the campus in that capacity.

Business Day

The term "business day" as used in these **Bylaws**, shall refer to the business days as set by the LSU calendar.

ARTICLE II. OFFICERS AND STAFF OF THE BOARD

Section 1. Chair, Chair-Elect and Immediate Past Chair

The Chair of the Board shall preside over all meetings of the board, serve as an ex officio member of all committees, name the appointive members of all standing and special committees of the Board, fill all vacancies in the membership of such committees, and conduct an annual self-evaluation of the Board in accordance with the provisions of these Bylaws.

The Chair-Elect of the Board shall perform the duties of the Chair in the absence of the Chair.

The Immediate Past Chair shall perform the duties of the Chair in the absence of the Chair and the Chair-Elect.

In the event all three such officers are absent from a Board meeting, the Board shall elect a temporary chair from those present to preside over such meeting.

At the first regular meeting in the third quarter of each calendar year, the Board shall elect from among its members a Chair-Elect, who shall serve for a maximum term of one year only. The Chair-Elect shall automatically succeed to the office of the Chair, which office will be for a maximum one-year term only. At the end of the Chair's term, the Chair shall automatically become the Immediate Past Chair and shall serve a one-year term.

Should a vacancy occur in the office of Chair, the Chair-Elect will assume the position of Chair. Should a vacancy occur in the office of Chair-Elect, the Board shall elect a successor from its membership. Should a vacancy occur in the position of Immediate Past Chair, it shall not be filled again until the Chair completes their term and then becomes the Immediate-Past Chair. When a vacancy is filled for a Chair and/or Chair-Elect, the term of the Chair and/or Chair-Elect expires at the election of a new Chair-Elect at the first regular meeting in the third quarter of the calendar year.

Section 2. Secretary and Office Staff

The President of LSU shall be the Secretary to the Board, its Executive Committee, and other standing and special committees. There shall be administrative support staff of the Board, and such other personnel as may be required for the efficient operation of the offices of the Board. The staff shall function under the supervision and direction of the Board.

Copies of all minutes, papers, and documents of the Board, or of its several committees, may be certified to be true and correct copies by either the Chair, Secretary, or Board staff.

ARTICLE III. MEETINGS

Section 1. Regular Meetings

The Board of Supervisors shall hold at least six regular meetings in each calendar year, but at least one regular meeting shall be held in each quarter of the calendar year. Other meetings of the Board may be called and held as provided by any rule, regulation, or resolution adopted by the Board. All regular meetings shall be held at meeting places designated by prior action of the Board.

Section 2. Special Meetings

Special meetings of the Board may be called by the Chair of the Board at any time, or by the Secretary upon receipt of a written request therefore signed by nine (9) members and specifying the purpose of the desired meeting. Notification shall be distributed and received by each member at least one (1) calendar day before the time of the meeting.

The Board shall not act upon any matter not embraced in the notice for a special meeting except upon the vote of two-thirds (2/3) of the quorum of the Board.

Section 3. Recessed Meetings

All meetings may be recessed from day to day until the completion of business.

Section 4. Quorum

Ten (10) members of the Board, eligible to vote, shall constitute a quorum for the transaction of official business.

Section 5. Vote

All official actions of the Board shall require the favorable vote of a majority of the Board members present and voting, and, in any event the favorable vote of at least seven (7) members. Proxy voting is prohibited.

Section 6. Agenda

All proposals for approval by the Board shall be submitted to the President no less than fifteen (15) business days prior to the scheduled meeting date of the Board or Executive Committee at which action is requested. The President, with appropriate input from the Chancellors and University Officers, shall prepare and forward to each member of the Board a tentative agenda for the meeting at least ten (10) business days prior to such regular meeting. Upon written request of three (3) members of the Board that a particular item be included received at least seven (7) business days prior to the scheduled meeting date, the President shall place the subject or subjects upon the agenda. The President and University Officers will consult with the committees at least ten (10) business days prior to the scheduled meeting date. The Board will receive all proposals, reports, and agenda items five (5) business days prior to the scheduled meeting date.

In exceptional circumstances, which should be rare, the Chair, in consultation with the Chair-Elect and the President, may authorize a later submission of a proposal, but in no event should such submission be made less than two (2) business days prior to the meeting of the Board or Executive Committee, or such other period of time necessary to allow appropriate review, whichever is greater.

The President and University Officers may establish consultation or review requirements that must be met prior to submission of such matters to the President, and timelines for such consultations and reviews.

When a major project is contemplated by a campus, such as construction of a new facility, major renovation of an existing facility, or creation of a new program, the campus shall notify the President and the appropriate University Officers well before making a formal submittal of the matter for approval, and prior to making any public announcement of the project. The President shall, in the President's discretion, promptly notify the Chair, the Chair-Elect, the immediate past Chair, and the chair of the relevant Board committee of the contemplated project. Contemplated major projects should not be pursued to near completion, or announced publicly, by a campus without this prior notice to and approval of the President.

Section 7. Required Information for Matters to be Approved by the Board or President

All matters submitted to the President for approval either by the President or by the Board shall be submitted timely by the Chancellor or, for LSU, the President's designee(s), to the President. The President and officials designated by the President or the University Officers shall review all such submissions. If Board approval is required, the President and University Officers designated by the President shall prepare a proposal, including a recommendation to the Board, regarding the submission. The President and the University Officers will, in consultation with the Chancellors, prescribe specific templates and related information requirements for different types of matters.

All proposals for matters which may be approved by the President without Board action shall be submitted to the President no less than ten (10) business days prior to the date by which approval is needed. In exceptional circumstances, the President may, upon written justification, authorize in writing later submission of a matter which may be approved by the President. In exceptional circumstances when a later submission is requested, all information must be submitted to, and received by, the President at least three (3) business days prior to the date by which approval is needed. The President and University Officers may establish consultation or review requirements that must be met prior to submission of such matters to the President, and timelines for such consultations and reviews.

ARTICLE IV. ORDER OF BUSINESS

Section 1. Rules of Order

When not in conflict with any of the provisions of this article, **Robert's Rules of Order** (latest revision) shall constitute the rules of parliamentary procedure applicable to all meetings of the Board.

Section 2. Order of Business

The order of business of regular meetings of the Board shall be as follows:

- a. Roll call and pledge of allegiance and may include an invocation.
- b. Correction and approval of minutes of preceding regular meeting and of all special meetings held subsequent thereto.
- c. Reports and recommendations of the President.
- d. Reports for Board approval and information.
- e. Reports and recommendations of standing and special committees.
- f. Report of the Board Chair.

Section 3. Reference to Committees

In cases where feasible and desirable, before taking action, the Board shall refer any subject or measure to the standing or special committee in whose purview the matter falls. The committee to which the matter is referred should submit to the Board its recommendations, together with any resolutions necessary to facilitate such recommendations.

Section 4. Meetings

In order that all interested parties and the public may be informed of all activities of the Board, it shall be the policy of the Board that all meetings be open to all who wish to attend. Only when personnel or equally sensitive matters (e.g., litigation) are under consideration shall the Board enter into closed or executive session; provided, however, that no final or binding action shall be taken in a closed or executive session.

Section 5. Minutes

The minutes of the Board meetings shall record official action taken upon motions or resolutions which are voted upon by the Board, and may contain a summary of reports and pertinent discussion. Where the Board action is not by a unanimous vote, the "ayes" and "nays" and abstentions of the individual members shall be recorded. The remarks, personal views, or vote explanations of an individual Board member shall be included in the minutes only upon request. The foregoing provisions relative to contents of the minutes shall, in general, also apply to minutes of committees of the Board. The minutes of meetings of the Board become official only when completed and approved by the Board.

ARTICLE V. COMMITTEES

Section 1. Appointment and Term

Members of all standing committees, one of whom shall be designated as chair, and one of whom shall be designated as vice-chair, shall be appointed by the Chair of the Board at the time the Chair assumes office. The term of committee appointments shall run concurrently with that of the Chair.

Vacancies occurring among the appointive members of any committees, however arising, shall be filled by the Chair of the Board for the remainder of the unexpired term.

Section 2. Duties of the Committee Chair

It shall be the duty of the chair of each committee to call, and to preside over, the necessary meetings. The minutes of the meeting of the committee, showing its actions and recommendations, shall be deemed in compliance with the provisions of Article IV, Section 3, hereof, concerning the recommendations of the committee.

Section 3. Quorum of Committee Meetings

A majority of the members of any committee of the Board shall constitute a quorum for the transaction of business. When a quorum is not present, the chair of the committee, or vice-chair in the chair's absence, may designate a member of the Board to serve as a substitute member of the committee concerned.

Section 4. Authority of Committees

The authority of committees of the Board shall be subject to these **Bylaws** and to the policies and direction of the Board.

Section 5. Standing Committees

Unless and until otherwise decided by the vote of a majority of the membership of the Board of Supervisors, the standing committees of the Board shall consist of the committees described below:

A. Executive Committee

The Chair and the Secretary to the Board shall be the chair and secretary respectively of the Executive Committee. The Chair-Elect and the Immediate Past Chair shall automatically be members of the executive committee. The Chair-Elect of the Board shall perform the duties of the Chair in the absence of the Chair. The Immediate Past Chair shall perform the duties of the Chair in the absence of the Chair and the Chair-Elect. In the event all three such officers are absent from a Board meeting, the committee shall elect a temporary chair from those present to preside over such meeting.

The Executive Committee shall consist of no less than seven (7) members including the Chair of the Board, the Chair-Elect and the Immediate Past Chair, and such other members as the Chair may appoint. The Executive Committee shall consider such matters as shall be referred to it by the Board of Supervisors and shall execute such orders and resolutions as shall be assigned to it at any meeting of the Board. It shall be the further duty of the Executive Committee to take such action as may be necessary in the event that any emergency requiring immediate action shall arise between Board meetings. All acts of the Executive Committee shall be submitted to the Board for ratification, or rejection, at its next meeting, except in matters where the Board shall have delegated to the Executive Committee full power to act with respect to any matter. Affirmative action by a majority of the entire membership of the Executive Committee shall be required.

B. Academic and Research Committee

Normally, to this committee shall be referred all matters concerning the long-term academic goals of each campus, implementation strategies, analyses of campus enterprise-wide resources and mission objectives, student achievement issues, the review and approval of academic programs, centers, and institutes to advance the mission of the institution, faculty recruitment and development issues, issues of academic accountability, and the development of incentives for a competitive academic environment. This committee shall also be referred matters relating to the university's role in developing the research enterprise and diversifying the state's economy through the commercial transfer and development of research results. Issues will include research advancement and growth, including basic, applied and clinical research; technology transfer; intellectual property; strategies to maximize educational and economic opportunities; and focusing the university's intellectual capital to solve problems that are specific to or will benefit Louisiana.

C. Finance Committee

Normally, to this committee shall be referred all matters related to administrative, financial and facility matters in support of issues or policies promoted or addressed by other committees. This committee shall develop strategies for revenue enhancement and diversification, expenditure efficiencies, and revenue reallocation. The committee in addition shall devise and coordinate employee benefit packages, oversee administrative operations and regulations, and coordinate facility and fixed asset management planning.

D. Property and Facilities Committee

Normally, to this committee shall be referred all matters related to capital improvements, policies of management of all properties of the University, purchase or sale of land, lease or grant of rights in property, construction of buildings and other facilities, and other matters concerning the properties of the University.

E. Athletic Committee

Normally, to this committee shall be referred matters of policy concerning intercollegiate athletics of the University. In acting upon said matters, the Committee shall have the benefit of the advice and recommendation of the appropriate Athletic Councils.

F. Audit Committee

Normally, to this committee shall be referred matters relating to the University Audit Plan, risk assessment, reviewing both internal and external audit reports, monitoring and auditing financial controls, and reviewing rules and regulations concerning compliance.

G. Healthcare and Medical Education Committee

Normally, to this committee shall be referred matters concerning the education and training of students, the operation and management of the LSU Health Sciences Centers, including all components of the Health Care Services Division.

H. Affiliated Organizations Oversight Committee

Normally, to this committee shall be referred matters relating to the university's relationship with affiliated organizations. The matters shall include agreements, leases, financials, and any other matters relevant to the relationship of the university to the organizations.

I. External Affairs Committee

Normally, to this committee shall be referred matters pertaining to initiatives to enhance the university's overall reputation, mission and strategic objectives. The matters shall include the protection and promotion of the university's brand, updates on communications and branding of the university, and matters involving university communication initiatives. The committee shall also be referred matters pertaining to the coordination, development, and promotion of communication messages on significant policy matters. The committee shall assist in advocating for the needs of the university with various state and federal entities.

J. Legal Affairs Committee

Normally, to this committee shall be referred matters relating to the university's legal and regulatory issues, including current and potential litigation; new or changing laws and regulations that may affect the University; university legal services related to patents, mineral rights, and contract negotiation; sexual harassment and Title IX compliance; and compliance with the Louisiana Code of Governmental Ethics.

Section 18. Special Committees

As the necessity therefore arises, the Chair may create special committees with such functions, powers, and authority as may be determined. Unless otherwise provided in the action creating such a committee, the Chair of the Board shall determine the number of its members and designate the chair and vice-chair thereof. The Chair may also appoint ad hoc committees for special assignments for specified periods of existence not to exceed the completion of the assigned task.

Section 19. Representative on Standing Committees of the Louisiana Board of Regents

In accordance with the provisions of R.S. 17:3399.5, the Chair shall appoint a member of the Board to represent the University on select standing committees of the Louisiana Board of Regents.

ARTICLE VI. COMMUNICATIONS TO THE BOARD

All communications to the Board, or to any committee thereof, from persons having official relations with the University shall be filed in writing with the President and duly transmitted by the President to the Board; but all communications from a student organization, faculty member, officer, or employee of any campus or University-wide unit shall be transmitted to the President through the Chancellor or, for LSU, the President's designee, and transmitted by the President to the Board or any of its committees. The President, the President's designee, or the Chancellor shall have the authority to read and comment upon the communication but shall not delay or withhold such communications.

ARTICLE VII. AUTHORITY OF THE BOARD

Section 1. Matters Requiring Approval by the Board

The following matters shall require approval by the Board, regardless of any delegations of authority otherwise provided for in these Bylaws or the Regulations of the Board. Except as set forth herein, no such matter shall be undertaken or approved by or for any campus or the University without prior review by the President and appropriate University Officers and express, formal approval by the Board.

A. General Rule

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

B. Transfer of Title to Immovable Property

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

C. Lease of Immovable Property

The lease of any immovable property, as lessee or lessor, where either:

1. the lease is potentially for a term of more than five (5) years or, for leases for agricultural purposes, more than eight (8) years (include any optional renewal terms provided for in the lease to calculate the potential term);
2. the lease is for more than 10,000 square feet of building space;
3. the lease is for more than five (5) acres of unimproved land for non-agricultural purposes;
4. the lease is for unimproved land for agricultural purposes and exceeds 50% of the land of a particular research station or similar facility;
5. the anticipated use of the building or land by the lessee would fundamentally transform the building or land and alter the purposes for which the University can use it (for example, the lease of farm land for the purpose of constructing a building on it, or the lease of a building for the purpose of having it demolished);
6. the lease is for the construction or renovation of any fraternity or sorority house; or
7. the lease raises significant questions of policy, such as privatization of a major University function, as determined by the President, in consultation with the Chair and Chair-Elect of the Board and the chair of the relevant Board committee.
8. For purposes of these Bylaws, a "lease" shall mean any agreement allowing for the use or occupancy of building space or land on an exclusive basis for a continuous term of six (6) months or more or for a term of 11 months or more in any 12 month period. "Lease" shall not include agreements allowing for occasional, sporadic, or incidental use or occupancy of building space or land.

D. Granting of Mineral Rights or Other Significant Rights in Immovable Property

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

E. Capital Improvements

Any contract or series of related contracts for the construction, renovation, or other capital improvement of buildings or other immovable property of the Board where either:

1. the construction cost is projected to be greater than \$1 million;
2. the building or other structure being constructed will exceed 10,000 gross square feet of space; or
3. the use of the land as a result of the proposed construction is inconsistent with any applicable Master Plan approved by the Board.

F. Schematic Designs

Exterior elevations of new buildings and of renovations or construction projects that significantly alter the appearance of the exterior of the building or other physical structures, where the construction cost is anticipated to exceed \$1 million.

G. Bonds and Indebtedness

Issuing any bonds or borrowing funds in any other manner, whether secured by the pledge of a revenue stream, property of the Board, or other means.

H. Major Contracts

Any contract or series of related contracts that either:

1. requires Board approval pursuant to the Higher Education Procurement Code adopted by the Board;
2. is a Cooperative Endeavor Agreement for which approval by the Joint Legislative Committee on the Budget is required pursuant to applicable state law, including but not limited to La. R.S. 39:366.11, and any joint ventures, partnerships, and similar agreements; or
3. raises significant financial, educational, or other policy issues, such as privatization of a major University function, as determined by the President, in consultation with the Chair and Chair-Elect of the Board and the chair of the relevant Board committee.

I. Academic Programs

Any new academic degree program.

J. Non-Academic Affiliation Agreements

Any affiliation agreement with a private non-profit foundation formed to support the programs, facilities, and research and educational opportunities offered by one or more campuses of the University, or the University as a whole.

K. Matters related to personnel:

1. The hiring process, appointment, annual evaluation, and all other personnel actions relating to the President
2. Appointments, salary increases greater than 15%, salary decreases, and terminations for Chancellors and for University Officers.
3. Appointments and all other personnel actions relating to Head Coaches and Athletic Directors.
4. Appointments and all other personnel actions relating to Coaches other than Head Coaches with a salary of \$250,000 or above.
5. Upon approval by the President of a Personnel Action Approval Policy, and in conformance with such policy, the President shall have authority to approve all other actions and to delegate approval to the Chancellors or their designees.
6. The Board authorizes and approves the payment of any salary supplemental benefits to its employees by the support organizations with whom the Board has affiliation agreements.
7. Except as specifically provided in the Personnel Action Approval Policy established by the President, Board approval is not required for personnel actions which are governed by the laws and rules promulgated by the Department of State Civil Service affecting the Classified Service.

L. Other Significant Matters

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

M. Amendments and Variations to Agreements or Projects

1. When a significant amendment or modification to an agreement or project already approved by the Board is proposed, the President shall provide written notice of the proposed amendment or modification to the Chair and Chair-elect of the Board and the chair of the relevant Board committee at least five (5) business days prior to executing or approving the amendment or modification. After this consultation with the Board leadership, the President may either (i) execute the amendment or approve the modification or (ii) cause the matter to be resubmitted to the Board for additional consideration.
2. For purposes of this subsection, a significant amendment or modification is one that either: (i) increases or decreases the dollar value of the agreement or project by more than 20% or \$5 million, whichever is less; (ii) extends the length (term) of the agreement or project by 20% or causes it to exceed five (5) years; or (iii) substantially alters the risks and benefits of the agreement or project to the University.
3. Approval is required for any significant amendments or modifications to any agreement or project for which Board approval is required by this Section 1.

Section 2. Board Approval of Capital Outlay Requests and Operating Budgets Shall Not Constitute Board Authority to Proceed

- A. Board approval of any capital outlay request or item, or approval of an operating budget, shall not be considered direct or indirect approval of any program or action, or authority to anyone to proceed in undertaking such matter, unless such matter relating to an approved capital outlay is separately and expressly approved by the Board after full compliance, review, and specific approval by the Board or President.
- B. Capital outlay prioritization must be approved by the Board or by the Executive Committee.

Section 3. Reports to the Board

At least twice a year, the President shall provide the following summary reports to the Board. Each list should be sorted by both campus and, where applicable, whether the approval was by the Board, the President, or a Chancellor or other official. Unless otherwise stated, each list should provide the listed information for the three-year period preceding the report. The President and the University Officers will, in consultation with the Chancellors, prescribe specific templates and related information requirements for each report.

- A. All leases;
- B. All servitudes, grants of mineral rights, timber sales, and transfers of title to immovable property;
- C. All capital improvement contracts approved by the Board or the President (does not require listing of such contracts approved by Chancellors or other officials under delegation from the President);
- D. All schematic designs (only a list of these is required; the designs themselves need not be included);
- E. All design contracts;
- F. All new degree programs;
- G. Other items of a similar nature which the President, by Permanent Memorandum or otherwise, determines would provide strategic insight to the Board and assist the Board in exercising its authorities and responsibilities.

Section 4. Executive Committee

- A. The Board, by formal resolution addressing that single purpose and not included within a particular substantive matter, may delegate to the Executive Committee final authority to act. All such delegated actions shall require a two-thirds majority of the entire membership of the Executive Committee. Prior to such final action by the Executive Committee, timely notice shall be provided to every Board member in writing, or, in emergency circumstances, by telephone, e-mail, or in person.
- B. In the interim between regularly scheduled Board meetings, when either declaration of a state of emergency or disaster over an area which affects any campus, division, institution, or other component of the University has been declared pursuant to the provisions of La. R.S. 29:731 et seq., or (ii) the President, the Chair, and the Chair-Elect have certified a matter for which action is required before the next Board meeting, then the Executive Committee is authorized to take all required actions on behalf of the Board reasonably necessary for the safety and protection of persons, property, or the public health. The President shall report to the Board all actions taken pursuant to this authority within three (3) business days.
- C. When the Chair determines that the Executive Committee is not able to meet timely in the situations provided for in Section 4.B, the President, after consultation with the members of the Executive Committee, shall be authorized to take actions on behalf of the Board reasonably necessary for the safety and protection of persons, property, or the public health. The consultation may be by telephone, e-mail, fax, or in person. The President shall report to the Board all actions taken pursuant to this authority within three (3) business days and a full written report of actions at the next regular board meeting.

Section 5. No Third Party Rights

The provisions of this section shall create no rights in third parties. The failure to follow the procedures set forth herein shall not affect the validity of any Board action.

Section 6. Mission of the University

The Board will regularly review the mission of the University and the missions of all the institutions defined in Article I.

Section 7. Ethics Code, Conflicts of Interest and Compliance

The Board members will comply with the Louisiana Code of Governmental Ethics and any applicable state statutes and federal regulations. Members of the Board serve as public servants and have an obligation for all decisions to be made solely on the basis and desire to promote the best interest of the University and protect the University from undue influence by external persons or bodies.

Section 8. Removal of Board Members

The Board conforms to Article X, Section 24 of the Louisiana State Constitution regarding removal of its members.

ARTICLE VIII. AUTHORITY OF THE PRESIDENT

Section 1. Grant of Authority By Board to President

- A. The President is authorized to take any action not expressly required to be presented to the Board by these Bylaws and not otherwise required by law, contract, or agreement to be acted upon by the Board.
- B. The President additionally is authorized to delegate to Chancellors or such other officials as the President may designate authority vested in the President when the President deems it to be in the best interests of the University and consistent with the provisions and purposes of this Article. All such delegations shall be made in writing, with formal prior timely written notice to the Board. All prior delegations of such authority not inconsistent with this Article shall remain in effect until amended or supplemented by the President or the Board.

Section 2. Matters Requiring Approval by the President

The following matters shall require approval by the President or a University Officer designated by the President, regardless of any delegations of authority otherwise provided for in these Bylaws or the Regulations of the Board. No such matter shall be undertaken or approved by or for any campus or the University without prior review by appropriate University Officers and formal approval by the President or a University Officer to whom the President has expressly delegated such authority in writing.

A. Servitudes

Agreements to provide servitudes, rights of passage, and similar encumbrances to immovable property owned or controlled by the Board. If the President, in consultation with the Chair and Chair-Elect and the chair of the relevant Board committee, determines that a particular servitude raises significant fiscal or policy issues, the President shall cause the matter to be submitted to the Board for consideration. **Delegation:** The President may, by policy memorandum, establish a process for review of temporary servitudes and similar rights of use and approval by the Chancellors or other officials where: (i) the servitude is for a term that does not exceed five (5) years; and (ii) the servitude is for five (5) acres of land or less; provided further that if the temporary servitude or right of use is on land immediately adjacent to land controlled by another campus, written notice shall be provided to the adjacent campus at least fifteen (15) business days prior to execution.

B. Timber and Crop Sales

The sale of timber, crops, and similar fruits produced on a parcel of land. **Delegation:** The President may, by policy memorandum, establish a process for review of such sales and approval by the Chancellors or other officials.

C. Lease of Immovable Property

The lease of any immovable property, as lessee or lessor, for which Board approval is not required. **Delegation:** The President may, by policy memorandum, establish a process for review of such leases and approval by the Chancellors or other officials where: (i) the lease is for a term of three (3) years or less or, for leases for agricultural purposes, five (5) years or less; (ii) the lease is not being entered into pursuant to the authority of La. R.S. 17:3361 (the statute authorizing the Board to enter into leases with fraternities and sororities, non-profits, public bodies, and similar entities); and either (iii) the lease is for 5,000 square feet of building space or less; or (iv) the lease is for non-agricultural purposes and does not exceed three (3) acres or is for agricultural purposes and does not exceed 25% of the land of a particular research station or similar facility.

D. Capital Improvements

Any contract or series of related contracts for the construction, renovation, or other capital improvement of buildings or other immovable property of the Board for which Board approval is not required. **Delegation:** The President may, by policy memorandum, establish a process for review of such projects and approval by the Chancellors or other officials where: (i) the projected construction cost does not exceed \$175,000; and (ii) the building or other structure being constructed will not exceed 5,000 gross square feet of space.

E. Design Contracts

Contracts for the design of buildings or other capital improvements. **Delegation:** The President may, by policy memorandum, establish a process for review of such design contracts and approval by the Chancellors or other officials.

F. Schematic Designs

Exterior elevations of new buildings and of renovations or construction projects that significantly alter the appearance of the exterior of the building or other physical structures, where Board approval is not required.

G. Major Donations of Movable Property

Acceptance of any donation of movable property or a collection of movable property that either: (i) is valued at more than \$150,000 or (ii) would require maintenance costs exceeding \$50,000 annually. **Delegation:** The President may, by policy memorandum, establish a process for review of such donations and approval by the Chancellors or other officials where: (i) the value of the donation does not exceed \$1 million, and (ii) the maintenance costs do not exceed \$100,000 annually.

H. Use Agreements

Use agreements relating to the granting of rights to any University or campus property or property rights involving a total of \$100,000 or more. **Delegation:** The President may, by policy memorandum, establish a process for review of such use agreements by the Chancellors or other officials where the agreement does not exceed \$250,000.

I. Restricted Accounts

Restricting accounts of self-generated revenue, so that the funds can be maintained in the account from one fiscal year to the next.

J. Debt write-off:

Determining that debts are uncollectible and causing them to be removed from the financial statements of the University or its campuses.

K. Predial Servitudes, Rights of Use or Passage, and Rights to Immovable Property

The President is delegated the authority to grant and execute predial servitude agreements and rights of use or passage, and otherwise to grant similar limited rights to immovable property. Notwithstanding any other provisions of these Bylaws, with regard to any agreements or other documents granting predial servitudes or rights of use or passage, or otherwise granting similar limited rights to immovable property, which are filed in the conveyance records of the Parish in which the immovable property is located, third-parties may conclusively rely on any act, executed by the President, whether by authentic act or act under private signature duly acknowledged, in which the President represents that the President is duly authorized by the Board, pursuant to these Bylaws, to execute such agreements on behalf of the Board. The President may, by authentic act or act under private signature duly acknowledged, appoint one or more agents to exercise the rights and authority provided by these Bylaws and this subsection K.

ARTICLE IX. RIGHTS, DUTIES, AND RESPONSIBILITIES OF PRINCIPAL ADMINISTRATIVE OFFICERS OF THE UNIVERSITY

Section 1. Officers of the University

Officers of the University shall be the President and such other officers as the Board shall from time to time determine to be necessary for the administration of the University. It shall be the responsibility of the Board of Supervisors to establish procedures for the selection and appointment of major administrative officers within the University.

Section 2. President of LSU

- A. The President shall be the chief executive officer of the University in all its divisions and campuses, shall serve as Secretary to the Board, and shall exercise complete executive authority for the LSU campus, subject to the direction and control of the Board. Except as herein otherwise provided, the President shall be responsible to the Board for the conduct of the University in all of its affairs, and shall execute and enforce all of the decisions, orders, rules, and regulations of the Board with respect to the conduct of the University. The President shall be appointed by, and shall hold office at the pleasure of, the Board. The President's salary shall be fixed by, and recorded in the proceedings of, the Board. The President's discretionary authority shall be broad enough to enable the President to meet the extensive responsibilities.

- B. The President shall attend the meetings of the Board and its various committees.

- C. Subject to the direction and control of the Board, the President shall
 - 1. In consultation with the Chancellor, define the mission of each campus or institution and allocate functions and programs to each.
 - 2. Establish administrative policies and procedures.
 - 3. Implement educational policies.
 - 4. Coordinate the activities among the various campuses.
 - 5. Prepare and present a consolidated budget. In preparing and presenting this consolidated budget, the President will give appropriate consideration to the individual needs of each campus and will respect the significant level of authority needed by the Chancellors to operate their respective campuses, in accordance with institutional accreditation requirements.
 - 6. Serve as governmental liaison and spokesman for the University to the alumni, news media, and the general public.
 - 7. Promote the general welfare and development of the University in its several parts and as a whole.

- D. Within the framework of the functions and programs assigned to LSU by the Board and the President, the President shall implement educational and administrative policies for LSU. The President shall prepare an organizational chart of the major divisions of LSU and shall designate such duties and responsibilities as the President deems proper.

- E. The President shall be responsible for the budget of LSU, including the functions of review and recommendation concerning the budgets of all divisions of the campus and preparation of a consolidated budget, as well as execution of the budget as approved by the Board.

- F. The President shall establish and maintain lines of communication with the Chancellor of each campus. The channel for official communications between the President and the various campuses, other than LSU, shall be through the Chancellor in charge of each campus.

- G. The President shall assume and retain control at all times over all budgets of the University.
- H. The President shall have authority to appoint such committees from among the academic and nonacademic staff of the University as deemed desirable for the purpose of advising the President in connection with any problems of the University. The Chancellor of a campus shall be notified of all such appointments of personnel on their campus.
- I. The President shall be a member of all faculties and shall serve as chair of all Faculty Councils. For LSU, the President may designate another official to also serve as a member of all faculties on the campus and to serve as Vice-Chair of the Faculty Council.
- J. For clarity, where the Bylaws or Regulations of the Board or any policy or regulation issued or adopted under the authority of the Board or the President require consultation with or recommendation or approval by the Chancellor of a campus and approval or further recommendation of the President, for the LSU campus the action of the President shall fulfill such requirement, provided that the President may, in the President's discretion, choose to designate other appropriate officials to make recommendations or take other actions for the LSU campus.

Section 3. University Officers

University Officers shall be the executive officials who report directly to the President and/or the Board and have University-wide responsibilities, and shall include a chief academic officer, a chief financial officer, a general counsel, a chief internal auditor, and such other officers as deemed necessary for the efficient operation of the University, to be appointed by the President with approval of the Board. As designated in writing by the President and approved by the Board, University Officers may have both University-wide and campus-specific duties and responsibilities. The University Officers shall perform the duties outlined in writing by the President and approved by the Board.

Section 4. Chancellors

- A. There shall be a Chancellor for each campus or major administrative subdivision of the University, other than LSU, who shall be appointed by the Board upon the recommendation by the President, and who shall hold office at the pleasure of the Board. The Chancellor shall administer the division for which the Chancellor is appointed and shall exercise complete executive authority therein, subject to the direction and control of the President and the Board.
- B. As the administrative head of a campus, the Chancellor shall be responsible to the Board through the President for the effective execution of: all laws relating to Louisiana State University; all resolutions, policies, rules, and regulations adopted by the Board for the administration and operation of the University, and for the governance of all of its campuses; and all policies, rules, regulations, directives, and memoranda issued by the President. The Chancellor's discretionary power shall be broad enough to enable the Chancellor to meet their extensive responsibilities. In the performance of their duties and responsibilities, the Chancellor shall have direct access to the President. The Chancellor shall be the official medium of communication between the President and all personnel of their campus.
- C. Unless otherwise directed by the President, the Chancellor shall attend the meetings of the Board and its various committees. The Chancellor may invite members of their administrative or academic staff to aid in presentations to the Board.
- D. The Chancellor shall be a member of all faculties on their campus and shall be Vice-Chair of the Faculty Council of their campus.
- E. Within the framework of the functions and programs assigned to each campus by the Board and the President, the Chancellor shall implement educational and administrative policies for their campus. The Chancellor shall prepare an organizational chart of the major divisions of the campus and shall designate such duties and responsibilities as the Chancellor deems proper.

- F. The Chancellor shall be responsible to the President for the budget of their campus. This shall include the functions of review and recommendation concerning the budgets of all divisions of the campus and the preparation of a consolidated budget, as well as execution of the budget as approved by the President and the Board.

Section 5. The President's Leadership Council for the University

The President shall have an Leadership Council for the University. It shall consist of the President, any University Officers that the President shall designate, and the Chancellors. The President shall serve as Chair, or, in the President's absence a University Officer that the President shall designate shall serve in the President's place. The functions of the Council shall be to discuss common problems, exchange information, review the operation of the University, and advise the President on matters of general policy and administration.

ARTICLE X. RIGHTS, DUTIES, AND RESPONSIBILITIES OF THE ACADEMIC STAFF

Section 1. Duties of Academic Staff

Each member of the academic staff is expected to be devoted to the accomplishment of the purposes for which the University exists: instruction, research, and public service. Those members of the academic staff who comprise the faculty of the University are charged to determine the educational policy of the University through deliberative action in their respective units and divisions.

Section 2. Academic Freedom

The University is committed to the principle of academic freedom. This principle acknowledges the right of a teacher to explore fully within the field of assignment and to give in the classroom and elsewhere such exposition of the subject as the teacher believes to represent the truth. This principle also includes the right of a member of the academic staff of the University to exercise in speaking, writing, and action outside the University the ordinary rights of a citizen, but it does not decrease the responsibility which the member of the academic staff bears to the University, the State, and the Nation. When a member of the academic staff is not officially designated to represent the University, the staff member must indicate clearly that they are speaking as an individual citizen.

Among the many implicit responsibilities which must be assumed by those enjoying the privileges of academic freedom shall be that of refraining from insisting upon the adoption by students or others of any particular point of view as authoritative in controversial issues.

Section 3. Appointment and Promotion of Academic Staff

Each appointment or promotion of a member of the academic staff shall be made upon the basis of merit and the special fitness of the individual for the work demanded by the position. The terms of the appointment of each member of the academic staff shall be reduced to writing and a copy thereof furnished to each of the contracting parties.

Section 4. Tenure of Academic Staff

Members of the academic staff may be appointed for specified terms (term appointments) or for indeterminate terms (tenured appointments). Term appointments are utilized at the lower academic ranks and ordinarily for initial appointments at all levels. Associate Professors and Professors and those holding equivalent ranks are tenured except as noted in University regulations. Under certain circumstances tenure may be awarded to those holding lower ranks.

The provisions of tenure apply to full-time faculty members with respect to their academic rank and not to administrative titles or assignments. Tenure applies only on the campus on which the tenure is earned.

The foregoing shall not be construed to exclude contracts between the Board and members of the academic staff on mutually acceptable terms other than those stated herein.

Any appointment, whether tenured or term, may be terminated for cause.

Section 5. Responsibilities of Academic Staff

It is a basic principle that every member of the academic staff of whatever rank shall at all times be held responsible for competent and effective performance of appropriate duties. No principle of tenure shall be permitted to protect any person from removal from a position after full and careful investigation, according to procedures of due process, has revealed that the person has not met and does not give promise of meeting the responsibilities of the position.

ARTICLE XI. AMENDMENT OR REPEAL OF BYLAWS

New bylaws may be adopted, and bylaws may be amended or repealed, at any meeting of the Board, but no such action shall be taken unless notice of such proposed adoption, amendment, or repeal shall have been given at a previous meeting or notice in writing of the proposed change shall have been served upon each member of the Board at least thirty (30) calendar days in advance of the final vote upon such change, provided, however, that by a vote of two-thirds (2/3) of the entire membership of the Board, the requirement for such notice may be waived at any time.

ARTICLE XII. RULES AND REGULATIONS OF THE BOARD OF SUPERVISORS

Section 1.

Any action by the Board establishing policy or methods of procedure, administrative, business, academic, or otherwise, shall be known as **Rules and Regulations of the Board of Supervisors**.

Section 2.

Rules and Regulations of the Board of Supervisors may be adopted by the Board, or may be amended or repealed, in whole or in part, at any meeting of the Board

Section 3.

All policies and procedures of the Board, falling within the definition of rules and regulations, as herein defined, and in existence upon the date of the adoption of these **Bylaws**, shall be a part of the **Rules and Regulations of the Board of Supervisors**.

ARTICLE XIII. ADOPTION OF BYLAWS

These **Bylaws** shall be and become effective on the 20th day of March, 1977.

ARTICLE XIV. REPEALING CLAUSE

All rules, orders, regulations, and resolutions heretofore enacted or adopted by the Board, which are in conflict of these **Bylaws**, are hereby repealed.

~~2018~~December 9, 2016

Revised October 4,

Style Definition: Heading 3: Left, Space After: 6 pt, Tab stops: Not at 3.21" + 3.33" + 3.75" + 4.17" + 4.58" + 5"

BYLAWS & REGULATIONS



BOARD OF SUPERVISORS
LOUISIANA STATE UNIVERSITY

Effective October 4, 2018 ~~December 9, 2016~~

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PART 1

BYLAWS OF THE LSU BOARD OF SUPERVISORS

ARTICLE I

DEFINITIONS

A. The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

The "Board of Supervisors of Louisiana State University and Agricultural and Mechanical College" or "Board" as used in the **Bylaws**, shall refer to the governing Board of the University and shall be composed of the Board of Supervisors, duly appointed and qualified as provided by law.

B. Chair of the Board.

The term "Chair of the Board," as used in these **Bylaws**, shall refer to the Supervisor who is the duly elected Chair or acting Chair of the Board of Supervisors.

C. University.

The term "University" when used in these **Bylaws**, shall refer to the ~~collection~~ one system of campuses, academic programs, facilities, and other facilities assets governed by the Board of Supervisors, ~~which includes The Board of Supervisors is invested by law with the authority to organize the University as necessary to achieve its mission of delivering instruction, conducting research, facilitating scholarly activity, and performing service and outreach to Louisiana. The institutions of the University are:~~

1. Louisiana State University and Agricultural and Mechanical College ("LSU"), the premier flagship university for the state, ~~which includes the Paul M. Hebert Law Center and the School of Veterinary Medicine.~~
2. Louisiana State University at Alexandria.
3. Louisiana State University at Eunice.
4. Louisiana State University in Shreveport.
5. Louisiana State University Health Sciences Center – New Orleans.
6. Louisiana State University Health Sciences Center – Shreveport. ~~7. Health Care Services Division.~~
7. ~~8.~~ Louisiana State University Agricultural Center.
8. ~~9.~~ Pennington Biomedical Research Center.
9. ~~10.~~ Any other college, university, school, institution, or program now or hereafter under the supervision and management of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

9.

D. President of LSU.

The term "President of LSU" or "President," as used in these **Bylaws**, shall refer to the duly appointed President or acting President of LSU, who shall be the chief executive officer of both the University and the LSU campus, and shall also be Secretary to the Board of Supervisors.

E. Chancellor.

The term "Chancellor," as used in these **Bylaws**, shall refer to the chief administrative officer of a campus or major administrative subdivision of the University, other than LSU, as designated by the Board, regardless of the actual title held by the individual serving the campus in that capacity.

Business Day

The term "business day" as used in these **Bylaws**, shall refer to the business days as set by the LSU calendar.

ARTICLE III

OFFICERS AND STAFF OF THE BOARD

Section 1. Chair, Chair-Elect and Immediate Past Chair.

~~The Chair of the Board shall preside over all meetings of the board, serve as an ex officio member of all committees, name the appointive members of all standing and special committees of the Board, and fill all vacancies in the membership of such committees, and conduct an annual self-evaluation of the Board in accordance with the provisions of these Bylaws.~~

~~The Chair-Elect of the Board shall perform the duties of the Chair in the absence of the Chair.~~

~~The Immediate Past Chair shall perform the duties of the Chair in the absence of the Chair and the Chair-Elect.~~

~~In the event all three such officers are absent from a Board meeting, the Board shall elect a temporary chair from those present to preside over such meeting.~~

At the ~~second~~ first regular meeting in the third quarter of each calendar year, the Board shall elect from among its members a Chair-Elect, who shall serve for a maximum term of one year only. The Chair-Elect shall automatically succeed to the office of the Chair, which office will be for a maximum ~~one year~~ one-year term only. At the end of the Chair's term, the Chair shall automatically become the Immediate Past Chair and shall serve a ~~one-year~~ one-year term.

Should a vacancy occur in the office of Chair, the Chair-Elect will assume the position of Chair. Should a vacancy occur in the office of Chair-Elect, the Board shall elect a successor from its membership. Should a vacancy occur in the position of Immediate Past Chair, it shall not be filled again until the Chair completes ~~his~~ their term and then becomes the Immediate-Past Chair. ~~When a vacancy is filled for a Chair and/or Chair-Elect, the term of the Chair and/or Chair-Elect expires at the election of a new Chair-Elect at the first regular meeting in the third quarter of the calendar year.~~

~~The Chair of the Board shall preside over all meetings of the board, serve as an ex officio member of all committees, name the appointive members of all standing and special committees of the Board, and fill all vacancies in the membership of such committees, in accordance with the provisions of these Bylaws.~~

~~The Chair-Elect of the Board shall perform the duties of the Chair in the absence of the Chair.~~

~~The Immediate Past Chair shall perform the duties of the Chair in the absence of the Chair and the Chair-Elect.~~

~~In the event all three such officers are absent from a Board meeting, the Board shall elect a temporary chair from those present to preside over such meeting.~~

Section 2. Secretary and Office Staff.

The President of LSU shall be the Secretary to the Board, its Executive Committee, and other standing and special committees. There shall be ~~an Administrative Secretary and an Assistant Administrative Secretary~~ administrative support staff of the Board, and such other personnel as may be required for the efficient operation of the offices of the Board. The staff shall function under the supervision and direction of the Board.

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Copies of all minutes, papers, and documents of the Board, or of its several committees, may be certified to be true and correct copies by either the Chair, Secretary, ~~Administrative Secretary,~~ or ~~Assistant Administrative Secretary~~Board staff.

ARTICLE III

MEETINGS

Section 1. Regular Meetings.

The Board of Supervisors shall hold at least six regular meetings in each calendar year, but at least one regular meeting shall be held in each quarter of the calendar year. Other meetings of the Board may be called and held as provided by any rule, regulation, or resolution adopted by the Board. All regular meetings shall be held at meeting places designated by prior action of the Board.

Section 2. Special Meetings.

Special meetings of the Board may be called by the Chair of the Board at any time, or by the Secretary upon receipt of a written request therefore signed by nine (9) members and specifying the purpose of the desired meeting. Notification shall be distributed and received sent by mail to by each member at least three-one (13) calendar days before the time of the meeting.

The Board shall not act upon any matter not embraced in the notice for a special meeting except upon the vote of two-thirds (2/3) of the entire membership quorum of the Board.

Section 3. Recessed Meetings.

All meetings may be recessed from day to day until the completion of business.

Section 4. Quorum.

Ten (10) members of the Board, eligible to vote, shall constitute a quorum for the transaction of official business.

Section 5. Vote

All official actions of the Board shall require the favorable vote of a majority of the Board members present and voting, and, in any event the favorable vote of at least seven (7) members. Proxy voting is prohibited.

Commented [A3]: Moved from Article IV, Section 4

Section 6. Agenda

All proposals for approval by the Board shall be submitted to the President no less than fifteen (15) business days prior to the scheduled meeting date of the Board or Executive Committee at which action is requested. The President, with appropriate input from the Chancellors and University Officers, shall prepare and forward to each member of the Board a tentative agenda for the meeting at least ten (10) business days prior to such regular meeting. Upon written request of three (3) members of the Board that a particular item be included received at least seven (7) business days prior to the schedule meeting date, the President shall place the subject or subjects upon the agenda. The President and appropriate staff University Officers will consult with the committees at least ten (10) business days prior to the scheduled meeting date. The Board will receive all proposals, reports, and agenda items five (5) business days prior to the schedule meeting date.

Commented [A4]: Moved from Article IV, Section 4

In exceptional circumstances, which should be rare, the Chair, in consultation with the Chair-Elect and the President, may authorize a later submission of a Significant Board Matter proposal, but in no event should such submission, including all information required by subsection C, be made less than two (2) business days prior to the meeting of the Board or Executive Committee, or such other period of time necessary to allow appropriate review, whichever is greater.

Commented [A5]: Moved from Article VII, Section 8 D. 1.

The President and University Officers may establish consultation or review requirements that must be met prior to submission of such matters to the President, and timelines for such consultations and reviews.

~~When a major project is contemplated by a campus, such as construction of a new facility, major renovation of an existing facility, or creation of a new program, the campus shall notify the President and the appropriate University Officers well before making a formal submittal of the matter for approval, and prior to making any public announcement of the project. The President shall, in the President'shis discretion, promptly notify the Chair, the Chair-Elect, the immediate past Chair, and the chair of the relevant Board committee of the contemplated project. Contemplated major projects should not be pursued to near completion, or announced publicly, by a campus without this prior notice to and approval of the President.~~

Commented [A6]: Moved from Article VII, Section 8 D. 4.

Section 7. Required Information for Matters to be Approved by the Board or President

~~All matters submitted to the President for approval either by himthe President or by the Board shall be submitted timely by the Chancellor or, for LSU, the President's designee(s), to the President. The President and officials designated by the President or the University Officers shall review all such submissions. If Board approval is required, the President and University Officers designated by the President shall prepare a proposaln-executive report, including a recommendation to the Board, regarding the submission. The President and the University Officers will, in consultation with the Chancellors, prescribe specific templates and related information requirements for different types of matters. In general, the following types of information will be required, though specific requirements will vary based on the nature of the matter:~~

~~aAll proposals for matters which may be approved by the President without Board action shall be submitted to the President no less than ten (10) business days prior to the date by which approval is needed. In exceptional circumstances, the President may, upon written justification, authorize in writing later submission of a matter which may be approved by the President. In exceptional circumstances when a later submission is requested, all information required by subsection C must be submitted to, and received by, the President at least three (3) business days prior to the date by which approval is needed. The President and University Officers may establish consultation or review requirements that must be met prior to submission of such matters to the President, and timelines for such consultations and reviews.~~

Commented [A7]: Moved from Article VII, Section 9 C.

ARTICLE III

OFFICERS AND STAFF OF THE BOARD

~~**Section 1. Chair, Chair-Elect and Immediate Past Chair.** At the second regular meeting in the third quarter of each calendar year, the Board shall elect from among its members a Chair-Elect, who shall serve for a maximum term of one year only. The Chair-Elect shall automatically succeed to the office of the Chair, which office will be for a maximum one year term only. At the end of the Chair's term, the Chair shall automatically become the Immediate Past Chair and shall serve a one-year term.~~

~~Should a vacancy occur in the office of Chair, the Chair-Elect will assume the position of Chair. Should a vacancy occur in the office of Chair-Elect, the Board shall elect a successor from its membership. Should a vacancy occur in the position of Immediate Past Chair, it shall not be filled again until the Chair completes his term and then becomes the Immediate Past Chair.~~

~~The Chair of the Board shall preside over all meetings of the board, serve as an ex officio member of all committees, name the appointive members of all standing and special committees of the Board, and fill all vacancies in the membership of such committees, in accordance with the provisions of these Bylaws.~~

~~The Chair-Elect of the Board shall perform the duties of the Chair in the absence of the Chair.~~

~~The Immediate Past Chair shall perform the duties of the Chair in the absence of the Chair and the Chair-Elect.~~

~~In the event all three such officers are absent from a Board meeting, the Board shall elect a temporary chair from those present to preside over such meeting.~~

~~**Section 2. Secretary and Office Staff.** The President of LSU shall be the Secretary to the Board, its Executive Committee, and other standing and special committees. There shall be an Administrative Secretary and an Assistant Administrative Secretary of the Board, and such other personnel as may be required for the efficient operation of the offices of the Board. The staff shall function under the supervision and direction of the Board.~~

Copies of all minutes, papers, and documents of the Board, or of its several committees, may be certified to be true and correct copies by either the Chair, Secretary, Administrative Secretary, or Assistant Administrative Secretary.

Commented [A8]: Moved to Article II

ARTICLE IV.

ORDER OF BUSINESS

Section 1. Rules of Order.

When not in conflict with any of the provisions of this article, **Robert's Rules of Order** (latest revision) shall constitute the rules of parliamentary procedure applicable to all meetings of the Board.

Section 2. Order of Business.

The order of business of regular meetings of the Board shall be as follows:

- a. ~~a.~~ Roll call and pledge of allegiance and may include an invocation.
- b. ~~b.~~ Correction and approval of minutes of preceding regular meeting and of all special meetings held subsequent thereto.
- ~~c.~~
- d. ~~c.~~ Reports and recommendations of standing and special committees.
- ~~e.~~
- ~~b.~~
- c. ~~d.~~ Reports and recommendations of the President.
- d. Reports for Board approval and information.
- f. Reports and recommendations of standing and special committees.
- ~~g.~~
- ~~e.~~
- h. ~~f.~~ e. Report of the Secretary-Board Chair.

~~f.~~ Reports for Board information.

Section 3. Reference to Committees.

In cases where feasible and desirable, before taking action, the Board shall refer any subject or measure to the standing or special committee in whose purview the matter falls. The committee to which the matter is referred should submit to the Board its recommendations ~~in writing~~, together with any resolutions necessary to facilitate such recommendations.

Section 4. Meetings.

In order that all interested parties and the public may be informed of all activities of the Board, it shall be the policy of the Board that all meetings be open to all who wish to attend. Only when personnel or equally sensitive matters (e.g., litigation) are under consideration shall the Board enter into closed or executive session; provided, however, that no final or binding action shall be taken in a closed or executive session. ~~Prior to each regular meeting of the Board, the President shall prepare and forward to each member of the Board a tentative agenda for the meeting at least ten (10) days prior to such regular meeting. Upon written request of three (3) members of the Board that a particular item be included, the President shall place the subject or subjects upon the agenda. All matters requiring Board action, however, may be acted on even though not carried on the agenda.~~

Commented [A9]: Moved to Article III, Section 6 Agenda

~~Each resolution shall be reduced to writing and presented to the Board before it is acted upon. All official actions of the Board shall require the favorable vote of a majority of the Board members present and voting, and, in any event the favorable vote of at least seven (7) members. Proxy voting is prohibited.~~

Commented [A10]: Moved to Article III, Section 5 Vote

Section 5. Minutes.

The minutes of the Board meetings shall record official action taken upon motions or resolutions which are voted upon by the Board, and may contain a summary of reports and pertinent discussion. Where the Board action is not by a unanimous vote, the "ayes" and "nays" and abstentions of the individual members shall be recorded. The remarks, personal views, or vote explanations of an individual Board member shall be included in the minutes only upon request. The foregoing provisions relative to contents of the minutes shall, in general, also apply to minutes of committees of the Board. The minutes of meetings of the Board become official only when completed and approved by the Board.

ARTICLE V.

COMMITTEES

~~Section 1. Standing Committees. Unless and until otherwise decided by the vote of a majority of the membership of the Board of Supervisors, the standing committees of the Board shall consist of the committees described in sections 6-18 below:~~

Commented [A11]: Moved to Section 5.

~~Section 21. Appointment and Term.~~

Members of all standing committees, one of whom shall be designated as chair, and one of whom shall be designated as vice-chair, shall be appointed by the Chair of the Board at the time the Chair assumes office. The term of committee appointments shall run concurrently with that of the Chair.

Vacancies occurring among the appointive members of any committees, however arising, shall be filled by the Chair of the Board for the remainder of the unexpired term.

~~Section 32. Officers of the Executive Committee, Absences, and Duties of the Committee Chairmen.~~

~~The Chair and the Secretary to the Board shall be the chair and secretary respectively of the Executive Committee. The Chair-Elect and the Immediate Past Chair shall automatically be members of the executive committee. The Chair-Elect of the Board shall perform the duties of the Chair in the absence of the Chair. The Immediate Past Chair shall perform the duties of the Chair in the absence of the Chair and the Chair-Elect. In the event all three such officers are absent from a Board meeting, the committee shall elect a temporary chair from those present to preside over such meeting.~~

Commented [A12]: Moved to Executive Committee in Section 5

It shall be the duty of the chair of each committee to call, and to preside over, the necessary meetings. The minutes of the meeting of the committee, showing its actions and recommendations, shall be deemed in compliance with the provisions of Article IV, Section 3, hereof, concerning the ~~written~~ recommendations of the committee.

~~Section 43. Quorum of Committee Meetings.~~

A majority of the members of any committee of the Board shall constitute a quorum for the transaction of business. When a quorum is not present, the ~~c~~Chair of the committee, or vice-chair in the chair's absence, may designate a member of the Board to serve as a substitute member of the committee concerned.

~~Section 54. Authority of Committees.~~

The authority of committees of the Board shall be subject to these **Bylaws** and to the policies and direction of the Board.

~~Section 5. Standing Committees~~

~~Unless and until otherwise decided by the vote of a majority of the membership of the Board of Supervisors, the standing committees of the Board shall consist of the committees described below:~~

~~A. Section 6. Executive Committee.~~

~~The Chair and the Secretary to the Board shall be the chair and secretary respectively of the Executive Committee. The Chair-Elect and the Immediate Past Chair shall automatically be members of the executive committee. The Chair-Elect of the Board shall perform the duties of the Chair in the absence of the Chair. The Immediate Past Chair shall perform the duties of the Chair in the absence of the Chair and the Chair-Elect. In the event all three such officers are absent from a Board meeting, the committee shall elect a temporary chair from those present to preside over such meeting.~~

Commented [A13]: Moved from Section 3

The Executive Committee shall consist of not less than seven (7) members including the Chair of the Board, the Chair-Elect and the Immediate Past Chair, and such other members as the Chair

may appoint. The Executive Committee shall consider such matters as shall be referred to it by the Board of Supervisors and shall execute such orders and resolutions as shall be assigned to it at any meeting of the Board. It shall be the further duty of the Executive Committee to take such action as may be necessary in the event that any emergency requiring immediate action shall arise between Board meetings. All acts of the Executive Committee shall be submitted to the Board for ratification, or rejection, at its next meeting, except in matters where the Board shall have delegated to the Executive Committee full power to act with respect to any matter. Affirmative action by a majority of the entire membership of the Executive Committee shall be required.

B. Section 9. Academic and Research and Student Affairs and Achievement and Distinction Committee.

~~Normally, to this committee shall be referred all matters concerning the long-term academic goals of each campus, implementation strategies, analyses of campus enterprise-wide resources and mission objectives, student achievement issues, the review and approval of academic programs, centers, and institutes to advance the mission of the institution, faculty recruitment and development issues, issues of academic accountability, and the development of incentives for a competitive academic environment. The committee will regularly review the missions of the campuses. This committee~~

Section 11. Research and Economic Development Committee.

~~Normally, to this committee shall also be referred matters relating to the university's role in developing the research enterprise and diversifying the state's economy through the commercial transfer and development of research results. Issues will include research advancement and growth, including basic, applied and clinical research; technology transfer; intellectual property; strategies to maximize educational and economic opportunities; and focusing the university's intellectual capital to solve problems that are specific to or will benefit Louisiana.~~

C. Section 7. Finance, Infrastructure, and Core Development Committee.

Normally, to this committee shall be referred all matters related to administrative, financial and facility matters in support of issues or policies promoted or addressed by other committees. This committee shall develop strategies for revenue enhancement and diversification, expenditure efficiencies, and revenue reallocation. The committee in addition shall devise and coordinate employee benefit packages, oversee administrative operations and regulations, and coordinate facility and fixed asset management planning.

D. Section 8. Property and Facilities Committee.

Normally, to this committee shall be referred all matters related to capital improvements, policies of management of all properties of the University, purchase or sale of land, lease or grant of rights in property, construction of buildings and other facilities, and other matters concerning the properties of the University.

Section 9. Academic and Student Affairs and Achievement and Distinction Committee.

~~Normally, to this committee shall be referred all matters concerning the long-term academic goals of each campus, implementation strategies, analyses of campus enterprise-wide resources and mission objectives, student achievement issues, the review and approval of academic programs, centers, and institutes to advance the mission of the institution, faculty recruitment and development issues, issues of academic accountability, and the development of incentives for a competitive academic environment.~~

Commented [A14]: Moved to beginning of section

E. Section 10. Athletic Committee.

Normally, to this committee shall be referred matters of policy concerning intercollegiate athletics of the University. In acting upon said matters, the Committee shall have the benefit of the advice and recommendation of the appropriate Athletic Councils.

Section 11. Research and Economic Development Committee. Normally, to this committee shall be referred matters relating to the university's role in developing the research enterprise and diversifying the state's economy through the commercial transfer and development of research results. Issues will include research advancement and growth, including basic, applied and clinical research; technology transfer; intellectual property; strategies to maximize educational and economic opportunities; and focusing the university's intellectual capital to solve problems that are specific to or will benefit Louisiana.

Commented [A15]: Moved to beginning of section

Section 12. Legislative, Public Policy, and Information Committee. Normally, to this committee shall be referred matters relating to coordinating, developing, and promoting unified communications and messages on significant policy matters; reviewing legislative issues and governmental initiatives; and interfacing with foundations and affiliated organizations.

F. Section 13. Audit Committee.

Normally, to this committee shall be referred matters relating to the University Audit Plan, risk assessment, reviewing both internal and external audit reports, monitoring and auditing financial controls, and reviewing rules and regulations concerning compliance.

A. Section 14. Scholarship Review Committee. Normally, to this committee shall be referred matters relating to the LSU Board of Supervisors Scholarship Program.

B.—

C. Section 15. Flagship Committee. Normally, to this committee shall be referred matters relating specifically to the University's national Flagship Agenda.

D.—

E. Section 16. Media Relations Task Force. Normally, to this committee shall be referred matters relating to developing a strategy to enhance the relationship between the University and the local, state, and national media.

F.—

G. Section 17. ~~LSU Health Sciences Centers~~Healthcare and Medical Education Committee.

Normally, to this committee shall be referred matters concerning the education and training of students, of policy concerning the operation and management of the LSU Health Sciences Centers, including all components of the Health Care Services Division.

—

H. Affiliated Organizations Oversight Committee

Normally, to this committee shall be referred matters relating to the university's relationship with affiliated organizations. The matters shall include agreements, leases, financials, and any other matters relevant to the relationship of the university to the organizations.

I. External Affairs Committee

Normally, to this committee shall be referred matters pertaining to initiatives to enhance the university's overall reputation, mission and strategic objectives. The matters shall include the protection and promotion of the university's brand, updates on communications and branding of the university, and matters involving university communication initiatives. The committee shall also be referred matters pertaining to the coordination, development, and promotion of communication messages on significant policy matters. The committee shall assist in advocating for the needs of the university with various state and federal entities.

J. Legal Affairs Committee

Normally, to this committee shall be referred matters relating to the university's legal and regulatory issues, including current and potential litigation; new or changing laws and regulations that may affect the University; university legal services related to patents, mineral rights, and contract negotiation; sexual harassment and Title IX compliance; and compliance with the Louisiana Code of Governmental Ethics.

Section 18. Special Committees-

As the necessity therefore arises, the Chair may create special committees with such functions, powers, and authority as may be determined. Unless otherwise provided in the action creating such a committee, the Chair of the Board shall determine the number of its members and designate the chair and vice-chair thereof. The Chair may also appoint ad hoc committees for special assignments for specified periods of existence not to exceed the completion of the assigned task.

Section 19. Representative on Standing Committees of the Louisiana Board of Regents-

In accordance with the provisions of R.S. 17:3399.5, the Chair shall appoint a member of the Board to represent the University on select standing committees of the Louisiana Board of Regents.

ARTICLE VI

COMMUNICATIONS TO THE BOARD

Section 1.—All communications to the Board, or to any committee thereof, from persons having official relations with the University shall be filed in writing with the President and duly transmitted by ~~him~~ the President to the Board; but all communications from a student organization, faculty member, officer, or employee of any campus or University-wide unit shall be transmitted to the President through the Chancellor or, for LSU, the President's designee, and transmitted by the President to the Board or any of its committees. The President, the President's designee, or the Chancellor shall have the authority to read and comment upon the communication but shall not delay or withhold such communications, ~~except as hereinafter provided. Such communications shall be filed with the Chancellor or the President's designee at least ten (10) days before the meeting of the Board or committee, and with the President at least seven (7) days before such meeting. Otherwise, the Chancellor, or the President or his designee, may either submit such communication at that time or withhold such communication until the next meeting. In the event a Chancellor or the President's designee elects to withhold any such communication until the next meeting, such communication, or a true copy thereof, shall be promptly forwarded to the President with the notation of the Chancellor or the President's designee concerning such withholding.~~

ARTICLE VII. AUTHORITY OF THE BOARD

Section 1. A. Matters Requiring Approval by the Board

The following Significant Board Matters shall require approval by the Board, regardless of any delegations of authority otherwise provided for in these Bylaws or the Regulations of the Board. Except as set forth herein, no such matter shall be undertaken or approved by or for any campus or the University without prior review by the President and appropriate University Officers and express, formal approval by the Board.

A. 1. General Rule:

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

B. 2. Transfer of Title to Immovable Property:

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

C. 3. Lease of Immovable Property:

The lease of any immovable property, as lessee or lessor, where either:

1. (i) the lease is potentially for a term of more than five (5) years or, for leases for agricultural purposes, more than eight (8) years (include any optional renewal terms provided for in the lease to calculate the potential term);
2. (ii) the lease is for more than 10,000 square feet of building space;
3. (iii) the lease is for more than five (5) acres of unimproved land for non-agricultural purposes;
4. (iv) the lease is for unimproved land for agricultural purposes and exceeds 50% of the land of a particular research station or similar facility;
5. (v) the anticipated use of the building or land by the lessee would fundamentally transform the building or land and alter the purposes for which the University can use it (for example, the lease of farm land for the purpose of constructing a building on it, or the lease of a building for the purpose of having it demolished);
6. (vi) the lease is for the construction or renovation of any fraternity or sorority house;
or
7. (vii) the lease raises significant questions of policy, such as privatization of a major University function, as determined by the President, in consultation with the Chair and Chair-Elect of the Board and the chair of the relevant Board committee.
- 7.
8. For purposes of these Bylaws, a "lease" shall mean any agreement allowing for the use or occupancy of building space or land on an exclusive basis for a continuous term of six (6) months or more or for a term of 11 months or more in any 12-month period. "Lease" shall not include agreements allowing for occasional, sporadic, or incidental use or occupancy of building space or land.

D. 4. Granting of Mineral Rights or Other Significant Rights in Immovable Property:

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

E. 5. Capital Improvements

Any contract or series of related contracts for the construction, renovation, or other capital improvement of buildings or other immovable property of the Board where either:

1. _____(i) the construction cost is projected to be greater than \$1 million;
2. _____(ii) the building or other structure being constructed will exceed 10,000 gross square feet of space; or
3. _____(iii) the use of the land as a result of the proposed construction is inconsistent with any applicable Master Plan approved by the Board.

F. ~~6.~~ Schematic Designs:

Exterior elevations of new buildings and of renovations or construction projects that significantly alter the appearance of the exterior of the building or other physical structures, where the construction cost is anticipated to exceed \$1 million.

G. ~~7.~~ Bonds and Indebtedness:

Issuing any bonds or borrowing funds in any other manner, whether secured by the pledge of a revenue stream, property of the Board, or other means.

H. ~~8.~~ Major Contracts:

Any contract or series of related contracts that either:

1. _____(i) requires Board approval pursuant to the Higher Education Procurement Code adopted by the Board;
2. _____(ii) is a Cooperative Endeavor Agreement for which approval by the Joint Legislative Committee on the Budget is required pursuant to applicable state law, including but not limited to La. R.S. 39:366.11, and any joint ventures, partnerships, and similar agreements; or
3. _____(iii) raises significant financial, educational, or other policy issues, such as privatization of a major University function, as determined by the President, in consultation with the Chair and Chair-Elect of the Board and the chair of the relevant Board committee.

I. ~~9.~~ Academic Programs:

Any new academic degree program.

J. ~~10.~~ Non-Academic Affiliation Agreements:

Any affiliation agreement with a private non-profit foundation formed to support the programs, facilities, and research and educational opportunities offered by one or more campuses of the University, or the University as a whole.

~~11.~~ Matters related to personnel:

K.

1. The hiring process, Appointments, annual evaluation, and all other personnel actions relating to the President
2. Appointments, salary increases greater than 15%, salary decreases, and terminations for Chancellors and for University Officers.
3. Appointments and all other personnel actions relating to Head Coaches and Athletic Directors.
4. Appointments and all other personnel actions relating to Coaches other than Head Coaches with a salary of \$250,000 or above.

Appointments, salary increases greater than 15%, salary decreases, and terminations for Chancellors and for University Officers.

5. ~~Upon approval by the President of a Personnel Action Approval Policy, and in conformance with such policy, the President shall have authority to approve all other actions and to delegate approval to the Chancellors or their designees.~~
6. ~~The Board authorizes and approves the payment of any salary supplemental benefits to its employees by the support organizations with whom the Board has affiliation agreements. The supplemental compensation for each employee shall be authorized and approved by the same administrators responsible for the other personnel actions relating to that employee, or by the Board for employees for whom the Board has reserved final authority.~~
7. ~~Except as specifically provided in the Personnel Action Approval Policy established by the President, Board approval is not required for personnel actions which are governed by the laws and rules promulgated by the Department of State Civil Service affecting the Classified Service.~~

L. ~~12.~~ Other Significant Matters:

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

~~13.~~

M. Amendments and Variations to Agreements or Projects:

~~When a significant amendment or modification to an agreement or project already approved by the Board is proposed, the President shall provide written notice of the proposed amendment or modification to the Chair and Chair-elect of the Board and the chair of the relevant Board committee at least five (5) business days prior to executing or approving the amendment or modification. After this consultation with the Board leadership, the President may either (i) execute the amendment or approve the modification or (ii) cause the matter to be resubmitted to the Board for additional consideration.~~

1. ~~a. Except as provided for in subsection 13.c below, Board Approval is required for any significant amendments or modifications to any agreement or project for which Board approval is required by this Section 9.A.~~

~~1.~~

2. ~~b. For purposes of this subsection, a significant amendment or modification is one that either: (i) increases or decreases the dollar value of the agreement or project by more than 20% or \$5 million, whichever is less; (ii) extends the length (term) of the agreement or project by 20% or causes it to exceed five (5) years; or (iii) substantially alters the risks and benefits of the agreement or project to the University.~~

~~2.~~

3. ~~c. Approval is required for any significant amendments or modifications to any agreement or project for which Board approval is required by this Section 1.~~

Commented [A16]: Moved from Article 8, Section 9A

Section 2. Board Approval of Capital Outlay Requests and Operating Budgets Shall Not Constitute Board Authority to Proceed

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

~~B. Capital outlay prioritization must be approved by the Board or by the Executive Committee.~~

Commented [A17]: Moved from Article VIII, Section 9E

Section 3. Reports to the Board

At least twice a year, the President shall provide the following summary reports to the Board. Each list should be sorted by both campus and, where applicable, whether the approval was by the Board, the President, or a Chancellor or other official. Unless otherwise stated, each list should provide the listed information for the three-year period preceding the report. The President and the University Officers will, in consultation with the Chancellors, prescribe specific templates and related information requirements for each report.

- A. All leases;
- B. All servitudes, grants of mineral rights, timber sales, and transfers of title to immovable property;
- C. All capital improvement contracts approved by the Board or the President (does not require listing of such contracts approved by Chancellors or other officials under delegation from the President);
- D. All schematic designs (only a list of these is required; the designs themselves need not be included);
- E. All design contracts;
- F. All new degree programs;
- G. Other items of a similar nature which the President, by Permanent Memorandum or otherwise, determines would provide strategic insight to the Board and assist the Board in exercising its authorities and responsibilities.

Commented [A18]: Moved from Article VIII, Section 9F

When a significant amendment or modification to an agreement or project already approved by the Board is proposed, the President shall provide written notice of the proposed amendment or modification to the Chair and Chair-elect of the Board and the chair of the relevant Board committee at least 5 business days prior to executing or approving the amendment or modification. After this consultation with the Board leadership, the President may either (i) execute the amendment or approve the modification or (ii) cause the matter to be resubmitted to the Board for additional consideration. For example, at one meeting the Board approves a capital improvement project with an estimated construction cost of \$10 million. After the approval, bids are sought and a construction contract is negotiated. The final construction cost increases to \$13 million. Because the increase from projected to actual cost was more than 20%, the President would notify the Board leadership at least 5 days prior to executing the contract to ensure that they were aware of the significant change. The President could then either sign the contract or send the matter back to the Board before taking action.

Commented [A19]: Moved to Section 1 M. 1-3

Section A4. Executive Committee

- A. 4. — The Board, by formal resolution addressing that single purpose and not included within a particular substantive matter, may delegate to the Executive Committee final authority to act. All such delegated actions shall require a two-thirds majority of the entire membership of the Executive Committee. Prior to such final action by the Executive Committee, timely notice shall be provided to every Board member in writing, or, in emergency circumstances, by telephone, e-mail, or in person.
- B. 2. — In the interim between regularly scheduled Board meetings, when either declaration of a state of emergency or disaster over an area which affects any campus, division, institution, or other component of the University has been declared pursuant to the provisions of La. R.S. 29:731 et seq., or (ii) the President, the Chair, and the Chair-Elect have certified a matter for which action is required before the next Board meeting, then the Executive Committee is authorized to take all required actions on behalf of the Board reasonably necessary for the safety and protection of persons, property, or the public health. The President shall report to the Board all actions taken pursuant to this authority within three (3) business days.
- C. 3. — When the Chair determines that the Executive Committee is not able to meet timely in the situations provided for in Section 4. Paragraph A.2, the President, after consultation with the members of the Executive Committee, shall be authorized to take actions on behalf of the Board reasonably necessary for the safety and protection of persons, property, or the public health. The consultation may be by telephone, e-mail, fax, or in person. The President shall report to the Board

all actions taken pursuant to this authority within three (3) business days and a full written report of actions at the next regular board meeting.

Commented [A20]: Article VIII, Section 8A

Section 5. No Third Party Rights

The provisions of this section shall create no rights in third parties. The failure to follow the procedures set forth herein shall not affect the validity of any Board action.

Commented [A21]: Moved from Article VIII, Section 9G

Section 6. Mission of the University

The Board will regularly review the mission of the University and the missions of all the institutions defined in Article I.

Section 67. Ethics Code, Conflicts of Interest and Compliance

The Board members will

comply with the Louisiana Code of Governmental Ethics and any applicable state statutes and federal regulations. Members of the Board serve as public servants and have an obligation for all decisions to be made solely on the basis and desire to promote the best interest of the University and protect the University from undue influence by external persons or bodies.

Section 87. Removal of Board Members

The Board conforms to Article X, Section 24 of the Louisiana State Constitution regarding removal of its members.

ARTICLE VIII. AUTHORITY OF THE PRESIDENT

Section 1. Grant of Authority By Board to President

1. The President is authorized to take any action not expressly required to be presented to the Board by these Bylaws and not otherwise required by law, contract, or agreement to be acted upon by the Board.

A.

B. 2. The President additionally is authorized to delegate to Chancellors or such other officials as hethe President may designate authority vested in himthe President when hethe President deems it to be in the best interests of the University and consistent with the provisions and purposes of this SectionArticle. All such delegations shall be made in writing, with formal prior timely written notice to the Board. All prior delegations of such authority not inconsistent with this sectionArticle shall remain in effect until amended or supplemented by the President or the Board.

Commented [A22]: Moved from Article VIII, Section 8A

Section 2. Matters Requiring Approval by the President

The following matters shall require approval by the President or a University Officer designated by himthe President, regardless of any delegations of authority otherwise provided for in these Bylaws or the Regulations of the Board. No such matter shall be undertaken or approved by or for any campus or the University without prior review by appropriate University Officers and formal approval by the President or a University Officer to whom hethe President has expressly delegated such authority in writing.

A. Servitudes

Agreements to provide servitudes, rights of passage, and similar encumbrances to immovable property owned or controlled by the Board. If the President, in consultation with the Chair and Chair-Elect and the chair of the relevant Board committee, determines that a particular servitude raises significant fiscal or policy issues, the President shall cause the matter to be submitted to the Board for consideration. **Delegation:** The President may, by policy memorandum, establish a process for review of temporary servitudes and similar rights of use and approval by the Chancellors or other officials where: (i) the servitude is for a term that does not exceed five (5) years; and (ii) the servitude is for five (5) acres of land or less; provided further that if the temporary servitude or right of use is on land immediately adjacent to land controlled by another campus, written notice shall be provided to the adjacent campus at least fifteen (15) business days prior to execution.

B. Timber and Crop Sales

The sale of timber, crops, and similar fruits produced on a parcel of land. **Delegation:** The President may, by policy memorandum, establish a process for review of such sales and approval by the Chancellors or other officials.

C. Lease of Immovable Property

The lease of any immovable property, as lessee or lessor, for which Board approval is not required. **Delegation:** The President may, by policy memorandum, establish a process for review of such leases and approval by the Chancellors or other officials where: (i) the lease is for a term of three (3) years or less or, for leases for agricultural purposes, five (5) years or less; (ii) the lease is not being entered into pursuant to the authority of La. R.S. 17:3361 (the statute authorizing the Board to enter into leases with fraternities and sororities, non-profits, public bodies, and similar entities); and either (iii) the lease is for 5,000 square feet of building space or less; or (iv) the lease is for non-agricultural purposes and does not exceed three (3) acres or is for agricultural purposes and does not exceed 25% of the land of a particular research station or similar facility.

D. Capital Improvements

Any contract or series of related contracts for the construction, renovation, or other capital improvement of buildings or other immovable property of the Board for which Board approval is not required. **Delegation:** The President may, by policy memorandum, establish a process for review of such projects and approval by the Chancellors or other officials where: (i) the projected construction cost does not exceed \$175,000; and (ii) the building or other structure being constructed will not exceed 5,000 gross square feet of space.

E. Design Contracts

Contracts for the design of buildings or other capital improvements. **Delegation:** The President may, by policy memorandum, establish a process for review of such design contracts and approval by the Chancellors or other officials.

F. Schematic Designs

Exterior elevations of new buildings and of renovations or construction projects that significantly alter the appearance of the exterior of the building or other physical structures, where Board approval is not required.

G. Major Donations of Movable Property

Acceptance of any donation of movable property or a collection of movable property that either: (i) is valued at more than \$150,000 or (ii) would require maintenance costs exceeding \$50,000 annually. **Delegation:** The President may, by policy memorandum, establish a process for review of such donations and approval by the Chancellors or other officials where: (i) the value of the donation does not exceed \$1 million, and (ii) the maintenance costs do not exceed \$100,000 annually.

H. Use Agreements

Use agreements relating to the granting of rights to any University or campus property or property rights involving a total of \$100,000 or more. **Delegation:** The President may, by policy memorandum, establish a process for review of such use agreements by the Chancellors or other officials where the agreement does not exceed \$250,000.

I. Restricted Accounts

Restricting accounts of self-generated revenue, so that the funds can be maintained in the account from one fiscal year to the next.

J. Debt write-off:

Determining that debts are uncollectible and causing them to be removed from the financial statements of the University or its campuses.

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K. Predial Servitudes, Rights of Use or Passage, and Rights to Immovable Property

The LSU-President is delegated the authority to grant and execute predial servitude agreements and rights of use or passage, and otherwise to grant similar limited rights to immovable property. Notwithstanding any other provisions of these Bylaws, with regard to any agreements or other documents granting predial servitudes or rights of use or passage, or otherwise granting similar limited rights to immovable property, which are filed in the conveyance records of the Parish in which the immovable property is located, third-parties may conclusively rely on any act, executed by the LSU-President, whether by authentic act or act under private signature duly acknowledged, in which the President represents that he/she is duly authorized by the Board, pursuant to these Bylaws, to execute such agreements on behalf of the Board. The LSU-President may, by authentic act or act under private signature duly acknowledged, appoint one or more agents to exercise the rights and authority provided by these Bylaws and this subsection KH.

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ARTICLE ~~IXVII~~,

~~RIGHTS, DUTIES, AND RESPONSIBILITIES OF
PRINCIPAL ADMINISTRATIVE OFFICERS
OF THE UNIVERSITY~~

Section 1. Officers of the University.

Officers of the University shall be the President and such other officers as the Board shall from time to time determine to be necessary for the administration of the University. It shall be the responsibility of the Board of Supervisors to establish procedures for the selection and appointment of major administrative officers within the University.

Section 2. President of LSU.

~~A. a. The President shall be the chief executive officer of the University in all its divisions and campuses, shall serve as Secretary to the Board, and shall exercise complete executive authority for the LSU campus, subject to the direction and control of the Board. Except as herein otherwise provided, the President shall be responsible to the Board for the conduct of the University in all of its affairs, and shall execute and enforce all of the decisions, orders, rules, and regulations of the Board with respect to the conduct of the University. The President shall be appointed by, and shall hold office at the pleasure of, the Board. The President's salary shall be fixed by, and recorded in the proceedings of, the Board. The President's discretionary authority shall be broad enough to enable him the President to meet his the extensive responsibilities.~~

~~B. A.~~

~~C. b. The President shall attend the meetings of the Board and its various committees.~~

~~D.~~

~~E. c. For a period of two years, commencing on December 9th, 2016, after consultation with appropriate academic and administrative staff, the President shall make recommendations to the Board for the personnel actions reserved to the Board and take action on the personnel actions reserved to the President. The President shall have discretionary authority to review personnel actions delegated to and taken by Chancellors and others to whom authority for personnel actions has been delegated. In December 2018, the authority granted to the President in regards to University Officers, the Uniform Personnel Policy, and other related matters at the Board's December 9, 2016 meeting shall sunset and a request shall be brought back to the Board to continue such authority. The President, or the President's designated agent, is authorized as the appointing authority to make and approve personnel actions relating to classified and unclassified personnel in positions exempt from the classified service by special action of the State of Louisiana; Department of Civil Service, including disciplinary actions required to be expressed in writing.~~

~~F. B.~~

~~G. d. Subject to the direction and control of the Board, the President shall~~

~~H. C.~~

~~1. 1.~~—In consultation with the Chancellor, define the mission of each campus or institution and allocate functions and programs to each.

~~2. 1.~~

~~3. 2.~~—Establish administrative policies and procedures.

~~4. 2.~~

~~5. 3.~~—Implement educational policies.

~~6. 3.~~

~~7. 4.~~—Coordinate the activities among the various campuses.

~~8. 4.~~

~~9. 5.~~—Prepare and present a consolidated budget. In preparing and presenting this consolidated budget, the President will give appropriate consideration to the individual needs of each campus and will respect the significant level of authority needed by the Chancellors to operate their respective campuses, in accordance with institutional accreditation requirements.

~~10. 5.~~

~~11. 6.~~—Serve as governmental liaison and spokesman for the University to the alumni, news media, and the general public.

~~12. 6.~~

~~13. 7.~~ 7.—Promote the general welfare and development of the University in its several parts and as a whole.

~~I. e.~~—Within the framework of the functions and programs assigned to LSU by the Board and the President, the President shall implement educational and administrative policies for LSU. ~~He~~ The President shall prepare an organizational chart of the major divisions of LSU and shall designate such duties and responsibilities as ~~he~~ the President deems proper.

~~J. D.~~

~~K. f.~~—The President shall be responsible for the budget of LSU, including the functions of review and recommendation concerning the budgets of all divisions of the campus and preparation of a consolidated budget, as well as execution of the budget as approved by the Board.

~~L. E.~~

~~M. g.~~—The President shall establish and maintain lines of communication with the Chancellor of each campus. The channel for official communications between the President and the various campuses, other than LSU, shall be through the Chancellor in charge of each campus.

~~N. F.~~

~~O. h.~~—The President shall assume and retain control at all times over all budgets of the University.

~~P.~~

~~_____~~

~~i.~~—~~The President may, by written order, delegate to the Chancellor of each campus, authority to take action provided in Article VII, Section 2c. Any appointments so made shall be in accordance with existing policies of the University in effect at the time of such appointment.~~

~~Q. G.~~

~~R. j.~~—The President shall have authority to appoint such committees from among the academic and nonacademic staff of the University as deemed desirable for the purpose of advising the President in connection with any problems of the University. The Chancellor of a campus shall be notified of all such appointments of personnel on ~~his-their~~ campus.

~~S.H.~~_____

~~T. l. k.~~—The President shall be a member of all faculties and shall serve as chair of all Faculty Councils. For LSU, the President may designate another official to also serve as a member of all faculties on the campus and to serve as Vice-Chair of the Faculty Council.

~~U. l.~~—For clarity, where the Bylaws or Regulations of the Board or any policy or regulation issued or adopted under the authority of the Board or the President require consultation with or recommendation or approval by the Chancellor of a campus and approval or further recommendation of the President, for the LSU campus the action of the President shall fulfill such requirement, provided that the President may, in ~~his-the President's~~ discretion, choose to designate other appropriate officials to make recommendations or take other actions for the LSU campus.

~~V.~~—

~~W.J.~~_____

Section 3. University Officers.

University Officers shall be the executive officials who report directly to the President and/or the Board and have University-wide responsibilities, and shall include a chief academic officer, a chief financial officer, a general counsel, a chief internal auditor, and such other officers as deemed necessary for the efficient operation of the University, to be appointed by the President with approval of the Board. As designated in writing by the President and approved by the Board, University Officers may have both University-wide and campus-specific duties and responsibilities. The University Officers shall perform the duties outlined in writing by the President and approved by the Board.

Section 4. Chancellors.

- A. ~~a.~~—There shall be a Chancellor for each campus or major administrative subdivision of the University, other than LSU, who shall be appointed by the Board upon the recommendation by the President, and who shall hold office at the pleasure of the Board. The Chancellor shall administer the division for which ~~he-the Chancellor~~ is appointed and shall exercise complete executive authority therein, subject to the direction and control of the President and the Board.
- B. ~~b.~~—As the administrative head of a campus, the Chancellor shall be responsible to the Board through the President for the effective execution of: ~~all~~ laws relating to Louisiana State University; all resolutions, policies, rules, and regulations adopted by the Board for the administration and operation of the University, and for the governance of all of its campuses; and all policies, rules, regulations, directives, and memoranda issued by the President. The Chancellor's discretionary power shall be broad enough to enable ~~him-the Chancellor~~ to meet ~~his-their~~ extensive responsibilities. In the performance of ~~his-their~~ duties and responsibilities, the Chancellor shall have direct access to the President. ~~He-The Chancellor~~ shall be the official medium of communication between the President and all personnel of ~~his-their~~ campus.
- C. ~~c.~~—Unless otherwise directed by the President, the Chancellor shall attend the meetings of the Board and its various committees. The Chancellor may invite members of ~~his-their~~ administrative or academic staff to aid ~~him~~ in ~~his~~ presentations to the Board.
- D. ~~d.~~—The Chancellor shall be a member of all faculties on ~~his-their~~ campus and shall be Vice-Chair of the Faculty Council of ~~his-their~~ campus.
- E. ~~e.~~—Within the framework of the functions and programs assigned to each campus by the Board and the President, the Chancellor shall implement educational and administrative policies for ~~his-their~~ campus. ~~He-The Chancellor~~ shall prepare an organizational chart of the major divisions of the campus and shall designate such duties and responsibilities as ~~he-the Chancellor~~ deems proper.

~~F. f.~~—The Chancellor shall be responsible to the President for the budget of ~~his~~~~their~~ campus. This shall include the functions of review and recommendation concerning the budgets of all divisions of the campus and the preparation of a consolidated budget, as well as execution of the budget as approved by the President and the Board.

Section 5. The President's Advisory Leadership Council for the University.

The President shall have an Advisory Leadership Council for the University. It shall consist of the President, any University Officers that ~~he~~~~the President~~ shall designate, and the Chancellors. The President shall serve as Chair, or, in the President's absence a University Officer that ~~he~~~~the President~~ shall designate shall serve in ~~his~~~~the President's~~ place. The functions of the Council shall be to discuss common problems, exchange information, review the operation of the University, and advise the President on matters of general policy and administration.

~~Section 6. Council of Chief Academic Officers. The Council shall consist of the chief academic officer of the University, who shall serve as chair, and the chief academic officer of each major subdivision of the University. The Council shall act in an advisory capacity to the President in matters relating to academic standards, programs, and policies of the University.~~

~~Section 7. The Executive Graduate Council. There shall be an Executive Graduate Council of the University Graduate Division. It shall consist of:~~

- ~~a. The chief academic officer of the University, who shall serve as chair.~~
- ~~b. The chief graduate officer for each campus.~~
- ~~c. An appointed member of the graduate faculty from each campus of the University offering resident graduate work. These appointees shall be recommended to the President for appointment by the Chancellor of each campus or, for LSU, the President's designee after consultation with the chair of the Executive Graduate Council, in order to avoid a concentration of representation from any general subject area.~~
- ~~d. A single member, representing those campuses not offering graduate work, appointed by the President.~~
- ~~e. A single member-at-large of the Graduate faculty to be appointed from any campus of the University by the President.~~

~~The member-at-large shall be appointed for two years and the members from individual campuses shall be appointed for staggered terms of three years.~~

~~The Executive Graduate Council shall coordinate all graduate work and approve new programs and degrees recommended by the several chancellors and their graduate councils for transmittal to the President for review before presentation to the Board.~~

~~Section 8. Authority of the President, Submission of Proposals for University Approval, Setting of Board and Integrated Committee Agenda, Matters Requiring Express Board Approval, and Related Matters~~

~~A. Executive Committee~~

~~1. The Board, by formal resolution addressing that single purpose and not included within a particular substantive matter, may delegate to the Executive Committee final authority to act. All such delegated actions shall require a two-thirds majority of the entire membership of the Executive Committee. Prior to such final action by the Executive Committee, timely notice shall be provided to every Board member in writing, or, in emergency circumstances, by telephone, e-mail, or in person.~~

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2. In the interim between regularly scheduled Board meetings, when either declaration of a state of emergency or disaster over an area which affects any campus, division, institution, or other component of the University has been declared pursuant to the provisions of La. R.S. 29:731 et seq., or (ii) the President, the Chair, and the Chair-Elect have certified a matter for which action is required before the next Board meeting, then the Executive Committee is authorized to take all required actions on behalf of the Board reasonably necessary for the safety and protection of persons, property, or the public health. The President shall report to the Board all actions taken pursuant to this authority within 3 business days.

3. When the Chair determines that the Executive Committee is not able to meet timely in the situations provided for in paragraph A.2, the President, after consultation with the members of the Executive Committee, shall be authorized to take actions on behalf of the Board reasonably necessary for the safety and protection of persons, property, or the public health. The consultation may be by telephone, e-mail, fax, or in person. The President shall report to the Board all actions taken pursuant to this authority within 3 business days.

B. Grant of Authority By Board to President

1. The President is authorized to take any action not expressly required to be presented to the Board by these Bylaws and not otherwise required by law, contract, or agreement to be acted upon by the Board.

2. The President additionally is authorized to delegate to Chancellors or such other officials as he may designate authority vested in him when he deems it to be in the best interests of the University and consistent with the provisions and purposes of this Section. All such delegations shall be made in writing, with formal prior timely written notice to the Board. All prior delegations of such authority not inconsistent with this section shall remain in effect until amended or supplemented by the President or the Board.

C. Board, Executive Committee, and Integrated Committee Agenda

1. The agenda for the executive committee meetings, regular board meetings, and the integrated committee meetings shall be set by the Chair, after consultation with the Chair-Elect, and the President, with appropriate input from the chancellors. No matter shall be placed on any such agenda unless the procedures set forth in subsection E for submission of proposals for approval by the Board or the President have been met, except in exceptional circumstances as determined by the Chair, after consultation with the Chair-Elect and the President.

2. Upon request of five Board members made in writing or at a regular Board meeting, an item shall be added to the next following regular Board meeting agenda.

3. The agenda for special committee meetings and special Board meetings shall be set by the Chair or the respective committee chairs.

Section 9. Matters Requiring Approval by the Board or the President

A. Matters Requiring Approval by the Board

The following Significant Board Matters shall require approval by the Board, regardless of any delegations of authority otherwise provided for in these Bylaws or the Regulations of the Board. Except as set forth herein, no such matter shall be undertaken or approved by or for any campus or the University without prior review by the President and appropriate University Officers and express, formal approval by the Board.

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

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

3. **Lease of Immovable Property:** The lease of any immovable property, as lessee or lessor, where either:

(i) the lease is potentially for a term of more than 5 years or, for leases for agricultural purposes, more than 8 years (include any optional renewal terms provided for in the lease to calculate the potential term);

(ii) the lease is for more than 10,000 square feet of building space;

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~~(iii) the lease is for more than 5 acres of unimproved land for non-agricultural purposes;~~
~~(iv) the lease is for unimproved land for agricultural purposes and exceeds 50% of the land of a particular research station or similar facility;~~
~~(v) the anticipated use of the building or land by the lessee would fundamentally transform the building or land and alter the purposes for which the University can use it (for example, the lease of farm land for the purpose of constructing a building on it, or the lease of a building for the purpose of having it demolished);~~

~~(vi) the lease is for the construction or renovation of any fraternity or sorority house; or~~
~~(vii) the lease raises significant questions of policy, such as privatization of a major University function, as determined by the President, in consultation with the Chair and Chair-Elect of the Board and the chair of the relevant Board committee.~~

~~For purposes of these Bylaws, a "lease" shall mean any agreement allowing for the use or occupancy of building space or land on an exclusive basis for a continuous term of six (6) months or more or for a term of 11 months or more in any 12 month period. "Lease" shall not include agreements allowing for occasional, sporadic, or incidental use or occupancy of building space or land.~~

~~4. **Granting of Mineral Rights or Other Significant Rights in Immovable Property:** Any matter related to the assignment, sale, purchase, transfer, or donation of mineral rights in immovable property to or from the Board.~~

~~5. **Capital Improvements:** Any contract or series of related contracts for the construction, renovation, or other capital improvement of buildings or other immovable property of the Board where either:~~

~~(i) the construction cost is projected to be greater than \$1 million;~~
~~(ii) the building or other structure being constructed will exceed 10,000 gross square feet of space; or~~

~~(iii) the use of the land as a result of the proposed construction is inconsistent with any applicable Master Plan approved by the Board.~~

~~6. **Schematic Designs:** Exterior elevations of new buildings and of renovations or construction projects that significantly alter the appearance of the exterior of the building or other physical structures, where the construction cost is anticipated to exceed \$1 million.~~

~~7. **Bonds and Indebtedness:** Issuing any bonds or borrowing funds in any other manner, whether secured by the pledge of a revenue stream, property of the Board, or other means.~~

~~8. **Major Contracts:** Any contract or series of related contracts that either:~~
~~(i) requires Board approval pursuant to the Higher Education Procurement Code adopted by the Board;~~

~~(ii) is a Cooperative Endeavor Agreement for which approval by the Joint Legislative Committee on the Budget is required pursuant to applicable state law, including but not limited to La. R.S. 39:366.11, and any joint ventures, partnerships, and similar agreements; or~~

~~(iii) raises significant financial, educational, or other policy issues, such as privatization of a major University function, as determined by the President, in consultation with the Chair and Chair-Elect of the Board and the chair of the relevant Board committee.~~

~~9. **Academic Programs:** Any new academic degree program.~~

~~10. **Non-Academic Affiliation Agreements:** Any affiliation agreement with a private non-profit foundation formed to support the programs, facilities, and research and educational opportunities offered by one or more campuses of the University, or the University as a whole.~~

~~11. **Matters related to personnel:**~~

~~**Appointments and all other personnel actions relating to the President**~~

~~**Appointments and all other personnel actions relating to Head Coaches and Athletic Directors.**~~

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

~~**Appointments, salary increases greater than 15%, salary decreases, and terminations for Chancellors and for University Officers.**~~

~~Upon approval by the President of a Personnel Action Approval Policy, and in conformance with such policy, the President shall have authority to approve all other actions and to delegate approval to the Chancellors or their designees.~~

~~The Board authorizes and approves the payment of supplemental benefits to its employees by the support organizations with whom the Board has affiliation agreements. The supplemental compensation for each employee shall be authorized and approved by the same administrators responsible for the other personnel actions relating to that employee, or by the Board for employees for whom the Board has reserved final authority.~~

Except as specifically provided in the Personnel Action Approval Policy established by the President, Board approval is not required for personnel actions which are governed by the laws and rules promulgated by the Department of State Civil Service affecting the Classified Service.

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

13. — **Amendments and Variations:**

a. — Except as provided for in subsection 13.c below, Board Approval is required for any significant amendments or modifications to any agreement or project for which Board approval is required by this Section 9.A.

b. — For purposes of this subsection, a significant amendment or modification is one that either: (i) increases or decreases the dollar value of the agreement or project by more than 20% or \$5 million, whichever is less; (ii) extends the length (term) of the agreement or project by 20% or causes it to exceed 5 years; or (iii) substantially alters the risks and benefits of the agreement or project to the University.

c. — When a significant amendment or modification to an agreement or project already approved by the Board is proposed, the President shall provide written notice of the proposed amendment or modification to the Chair and Chair-elect of the Board and the chair of the relevant Board committee at least 5 business days prior to executing or approving the amendment or modification. After this consultation with the Board leadership, the President may either (i) execute the amendment or approve the modification or (ii) cause the matter to be resubmitted to the Board for additional consideration. For example, at one meeting the Board approves a capital improvement project with an estimated construction cost of \$10 million. After the approval, bids are sought and a construction contract is negotiated. The final construction cost increases to \$13 million. Because the increase from projected to actual cost was more than 20%, the President would notify the Board leadership at least 5 days prior to executing the contract to ensure that they were aware of the significant change. The President could then either sign the contract or send the matter back to the Board before taking action.

B. — **Matters Requiring Approval by the President**

The following matters shall require approval by the President or a University Officer designated by him, regardless of any delegations of authority otherwise provided for in these Bylaws or the Regulations of the Board. No such matter shall be undertaken or approved by or for any campus or the University without prior review by appropriate University Officers and formal approval by the President or a University Officer to whom he has expressly delegated such authority in writing:

1. — **Servitudes:** Agreements to provide servitudes, rights of passage, and similar encumbrances to immovable property owned or controlled by the Board. If the President, in consultation with the Chair and Chair-Elect and the chair of the relevant Board committee, determines that a particular servitude raises significant fiscal or policy issues, the President shall cause the matter to be submitted to the Board for consideration. **Delegation:** The President may, by policy memorandum, establish a process for review of temporary servitudes and similar rights of use and approval by the Chancellors or other officials where: (i) the servitude is for a term that does not exceed 5 years; and (ii) the servitude is for 5 acres of land or less; provided further that if the temporary servitude or right of use is on land immediately adjacent to land controlled by another campus, written notice shall be provided to the adjacent campus at least 15 business days prior to execution.

2. — **Timber and Crop Sales:** The sale of timber, crops, and similar fruits produced on a parcel of land. **Delegation:** The President may, by policy memorandum, establish a process for review of such sales and approval by the Chancellors or other officials.

3. — **Lease of Immovable Property:** The lease of any immovable property, as lessee or lessor, for which Board approval is not required pursuant to Section 9.A.3. **Delegation:** The President may, by policy memorandum, establish a process for review of such leases and approval by the Chancellors or other officials where: (i) the lease is for a term of 3 years or less or, for leases for agricultural purposes, 5 years or less; (ii) the lease is not being entered into pursuant to the authority of La. R.S. 17:3361 (the statute authorizing the Board to enter into leases with fraternities and sororities, non-profits, public bodies, and similar entities); and either (iii) the lease is for 5,000 square feet of building space or less; or (iv) the lease is for non-agricultural purposes and does not exceed 3 acres or is for agricultural purposes and does not exceed 25% of the land of a particular research station or similar facility.

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4. ~~**Capital Improvements:** Any contract or series of related contracts for the construction, renovation, or other capital improvement of buildings or other immovable property of the Board for which Board approval is not required pursuant to Section 9.A.5. **Delegation:** The President may, by policy memorandum, establish a process for review of such projects and approval by the Chancellors or other officials where: (i) the projected construction cost does not exceed \$175,000; and (ii) the building or other structure being constructed will not exceed 5,000 gross square feet of space.~~

5. ~~**Design Contracts:** Contracts for the design of buildings or other capital improvements. **Delegation:** The President may, by policy memorandum, establish a process for review of such design contracts and approval by the Chancellors or other officials.~~

6. ~~**Schematic Designs:** Exterior elevations of new buildings and of renovations or construction projects that significantly alter the appearance of the exterior of the building or other physical structures, where Board approval is not required pursuant to Section 9.A.6, above.~~

7. ~~**Major Donations of Movable Property:** Acceptance of any donation of movable property or a collection of movable property that either: (i) is valued at more than \$150,000 or (ii) would require maintenance costs exceeding \$50,000 annually. **Delegation:** The President may, by policy memorandum, establish a process for review of such donations and approval by the Chancellors or other officials where: (i) the value of the donation does not exceed \$1 million, and (ii) the maintenance costs do not exceed \$100,000 annually.~~

8. ~~**Use Agreements:** Use agreements relating to the granting of rights to any University or campus property or property rights involving a total of \$100,000 or more. **Delegation:** The President may, by policy memorandum, establish a process for review of such use agreements by the Chancellors or other officials where the agreement does not exceed \$250,000.~~

9. ~~**Restricted Accounts:** Restricting accounts of self-generated revenue, so that the funds can be maintained in the account from one fiscal year to the next.~~

10. ~~**Debt write-off:** Determining that debts are uncollectible and causing them to be removed from the financial statements of the University or its campuses.~~

~~C. Required Information for Matters to be Approved by the Board or President~~

All matters submitted to the President for approval either by him or by the Board shall be submitted timely by the Chancellor or, for LSU, the President's designee(s), to the President. The President and officials designated by the President or the University Officers shall review all such submissions. If Board approval is required, the President and University Officers designated by the President shall prepare an executive report, including a recommendation to the Board, regarding the submission. The President and the University Officers will, in consultation with the Chancellors, prescribe specific templates and related information requirements for different types of matters. In general, the following types of information will be required, though specific requirements will vary based on the nature of the matter:

1. A summary of the matter in reasonable detail;

2. A full description of the business plan, including a clear statement of the fiscal impact upon the campus in question and the University;

3. Where the success or fiscal feasibility of a proposal depends on estimates or predictions of future usage of a program, service, or facility, such as the number of persons expected to use a facility or the number of students expected to enroll in a program, a description of the data and other factors used to make the relevant estimates or predictions, and an analysis of the consequences should the actual usage be substantially higher or lower than predicted or estimated;

4. Where applicable, a description of the competitive process that was or will be followed to set the price or amount of any lease, purchase, or sale or, if no competitive process was or will be followed, a description of the process used or to be used to assure that the price or amount is consistent with, or more advantageous to the University than, the fair market value of the property, goods, or services being leased, purchased, or sold;

5. The legal documents proposed to be entered into by the University;

6. A list of all persons and legal entities with an interest in the proposal, including the names of the University employees responsible for supervising the proposal if it is approved and the precise legal name, as recorded with the Secretary of State, of any corporation, LLC, partnership, or other legal entity participating in the proposal;

7. A list of any related existing or contemplated future transactions, whether such future transactions will be legally required or are merely expected or desired to occur as a result of the submitted proposal;

8. A disclosure of any known relationships between any University employee and any private contractor or other party to the matter and the steps taken to avoid any conflicts of interest; if no such contrary disclosure is made, the submission shall be deemed to constitute an express certification by the individual making the submission that a reasonable inquiry has been made and no such conflicts of interest exist;

Commented [A30]: Moved to new Article VIII

Commented [A31]: Moved to new Article III, Section 7

9.— For items that must be reported pursuant to subsection F, the submission to the Board shall contain a hyperlink or web address for the most recent applicable report;

10.— Any other material the President, the Board, or the Executive Committee determines will assist in understanding the matter presented;

11.— The act of submission of a matter for approval by the Board or the President shall include the name of the individual making the submission, and shall constitute a certification by that individual that the information submitted is complete and accurate. All officers and employees of the University shall cooperate with the President and the University Officers in their review of any proposal submitted, and shall promptly supply any additional information requested.

D.— Timing for submission of proposals

1.— Except as provided below, all proposals for Significant Board Matters shall be submitted to the President no less than 15 business days prior to the scheduled meeting date of the Board or Executive Committee at which action is requested. In exceptional circumstances, which should be rare, the Chair, in consultation with the Chair-Elect and the President, may authorize a later submission of a Significant Board Matter, but in no event should such submission, including all information required by subsection C, be made less than 5 business days prior to the meeting of the Board or Executive Committee, or such other period of time necessary to allow appropriate review, whichever is greater. The President and University Officers may establish consultation or review requirements that must be met prior to submission of such matters to the President, and timelines for such consultations and reviews.

Commented [A32]: Moved to new Article III, Section 6 Agenda

2.— Except as provided below, all proposals for matters which may be approved by the President without Board action shall be submitted to the President no less than 10 business days prior to the date by which approval is needed. In exceptional circumstances, the President may, upon written justification, authorize in writing later submission of a matter which may be approved by the President. In exceptional circumstances when a later submission is requested, all information required by subsection C must be submitted to, and received by, the President at least 3 business days prior to the date by which approval is needed. The President and University Officers may establish consultation or review requirements that must be met prior to submission of such matters to the President, and timelines for such consultations and reviews.

Commented [A33]: Moved to new Article III, Section 6 Agenda

3.— In general, matters requiring approval by the Board should be submitted at the earliest stage at which the Board can be presented with a reasonably accurate description of the matter, its likely costs and risks, and its impact on the campus involved and the University. In some cases, this may involve submission of the matter before any required Request for Proposals, Invitation to Bid, or other competitive process is undertaken. In other cases, this requirement may best be met by submission only after a competitive selection process has occurred but prior to execution of the relevant contracts or other agreements. The President, in consultation with the Chair and Chair-Elect of the Board and the chair of the relevant Board committee, shall determine at what stage a particular matter should be submitted.

Commented [A34]: Moved to new Article III, Section 7

4.— When a major project is contemplated by a campus, such as construction of a new facility, major renovation of an existing facility, or creation of a new program, the campus shall notify the President and the appropriate University Officers well before making a formal submittal of the matter for approval, and prior to making any public announcement of the project. The President shall, in his discretion, promptly notify the Chair, the Chair-Elect, the immediate past Chair, and the chair of the relevant Board committee of the contemplated project. Contemplated major projects should not be pursued to near completion, or announced publicly, by a campus without this prior notice to and approval of the President.

Commented [A35]: Moved to new Article III, Section 6 Agenda

E.— Board Approval of Capital Outlay Requests and Operating Budgets Shall Not Constitute Board Authority to Proceed

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

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

F.— Reports to the Board

~~At least twice a year, the President shall provide the following summary reports to the Board. Each list should be sorted by both campus and, where applicable, whether the approval was by the Board, the President, or a Chancellor or other official. Unless otherwise stated, each list should provide the listed information for the three year period preceding the report. The President and the University Officers will, in consultation with the Chancellors, prescribe specific templates and related information requirements for each report.~~

- ~~1. All leases;~~
- ~~2. All servitudes, grants of mineral rights, timber sales, and transfers of title to immovable property;~~
- ~~3. All capital improvement contracts approved by the Board or the President (does not require listing of such contracts approved by Chancellors or other officials under delegation from the President);~~
- ~~4. All schematic designs (only a list of these is required; the designs themselves need not be included);~~
- ~~5. All design contracts;~~
- ~~6. All new degree programs;~~
- ~~7. Other items of a similar nature which the President, by Permanent Memorandum or otherwise, determines would provide strategic insight to the Board and assist the Board in exercising its authorities and responsibilities.~~

~~G. The provisions of this section shall create no rights in third parties. The failure to follow the procedures set forth herein shall not affect the validity of any Board action.~~

~~H. The LSU President is delegated the authority to grant and execute predial servitude agreements and rights of use or passage, and otherwise to grant similar limited rights to immovable property. Notwithstanding any other provisions of these Bylaws, with regard to any agreements or other documents granting predial servitudes or rights of use or passage, or otherwise granting similar limited rights to immovable property, which are filed in the conveyance records of the Parish in which the immovable property is located, third parties may conclusively rely on any act, executed by the LSU President, whether by authentic act or act under private signature duly acknowledged, in which the President represents that he is duly authorized by the Board, pursuant to these Bylaws, to execute such agreements on behalf of the Board. The LSU President may, by authentic act or act under private signature duly acknowledged, appoint one or more agents to exercise the rights and authority provided by these Bylaws and this subsection H.~~

~~I. All other provisions of the Bylaws, Regulations, permanent memoranda (including conflicting portions of PM-69) and policy statements, general grants of authority from the Board to the President or to any Chancellor or other writings in conflict with this Section are repealed, cancelled or withdrawn.~~

~~J. This section of the Bylaws is effective upon approval by the Board, and upon such approval the President shall disseminate this new section of the Bylaws to all Chancellors and deans or equivalents for their review and further dissemination as appropriate.~~

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Commented [A37]: Moved to new Article VII

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ARTICLE ~~X~~ VIII

~~RIGHTS, DUTIES, AND RESPONSIBILITIES OF~~

~~THE ACADEMIC STAFF~~

Section 1. Duties of Academic Staff

~~Each member of the academic staff is expected to be devoted to the accomplishment of the purposes for which the University exists: instruction, research, and public service. Those members of the academic staff who comprise the faculty of the University are charged to determine the educational policy of the University through deliberative action in their respective units and divisions.~~

Commented [A39]: Moved from Section 2

Section 24. Academic Freedom.

The University is committed to the principle of academic freedom. This principle acknowledges the right of a teacher to explore fully within the field of assignment and to give in the classroom and elsewhere such exposition of the subject as the teacher believes to represent the truth. This principle also includes the right of a member of the academic staff of the University to exercise in speaking, writing, and action outside the University the ordinary rights of a citizen, but it does not decrease the responsibility which the member of the academic staff bears to the University, the State, and the Nation. When a member of the academic staff is not officially designated to represent the University, the staff member must indicate clearly that ~~he or she is~~ they are speaking as an individual citizen.

Among the many implicit responsibilities which must be assumed by those enjoying the privileges of academic freedom shall be that of refraining from insisting upon the adoption by students or others of any particular point of view as authoritative in controversial issues.

~~Section 2. Duties of Academic Staff. Each member of the academic staff is expected to be devoted to the accomplishment of the purposes for which the University exists: instruction, research, and public service. Those members of the academic staff who comprise the faculty of the University are charged to determine the educational policy of the University through deliberative action in their respective units and divisions.~~

Commented [A40]: Moved to Section 1

Section 3. Appointment and Promotion of Academic Staff.

Each appointment or promotion of a member of the academic staff shall be made upon the basis of merit and the special fitness of the individual for the work demanded by the position. The terms of the appointment of each member of the academic staff shall be reduced to writing and a copy thereof furnished to each of the contracting parties.

Section 4. Tenure of Academic Staff.

Members of the academic staff may be appointed for specified terms (term appointments) or for indeterminate terms (tenured appointments). Term appointments are utilized at the lower academic ranks and ordinarily for initial appointments at all levels. Associate Professors and Professors and those holding equivalent ranks are tenured except as noted in University regulations. Under certain circumstances tenure may be awarded to those holding lower ranks.

The provisions of tenure apply to full-time faculty members with respect to their academic rank and not to administrative titles or assignments. Tenure applies only on the campus on which the tenure is earned.

The foregoing shall not be construed to exclude contracts between the Board and members of the academic staff on mutually acceptable terms other than those stated herein.

Any appointment, whether tenured or term, may be terminated for cause.

Section 5. Responsibilities of Academic Staff.

It is a basic principle that every member of the academic staff of whatever rank shall at all times be held responsible for competent and effective performance of appropriate duties. No principle of tenure shall be permitted to protect any person from removal from a position after full and careful investigation, according to procedures of due process, has revealed that the person has not met and does not give promise of meeting the responsibilities of the position.

ARTICLE IX.

AMENDMENT OR REPEAL OF BYLAWS

New bylaws may be adopted, and bylaws may be amended or repealed, at any meeting of the Board, but no such action shall be taken unless notice of such proposed adoption, amendment, or repeal shall have been given at a previous meeting or notice in writing of the proposed change shall have been served upon each member of the Board at least thirty (30) calendar days in advance of the final vote upon such change, provided, however, that by a vote of two-thirds (2/3) of the entire membership of the Board, the requirement for such notice may be waived at any time.

ARTICLE XII.

**RULES AND REGULATIONS OF THE
BOARD OF SUPERVISORS**

Section 1.

Any action by the Board establishing policy or methods of procedure, administrative, business, academic, or otherwise, shall be known as **Rules and Regulations of the Board of Supervisors.**

Section 2.

Rules and Regulations of the Board of Supervisors may be adopted by the Board, or may be amended or repealed, in whole or in part, at any meeting of the Board

Section 3.

All policies and procedures of the Board, falling within the definition of rules and regulations, as herein defined, and in existence upon the date of the adoption of these **Bylaws**, shall be a part of the **Rules and Regulations of the Board of Supervisors.**

ARTICLE XIII.

ADOPTION OF BYLAWS

These **Bylaws** shall be and become effective on the 20th day of March, 1977.

~~ARTICLE XII~~V

~~REPEALING CLAUSE~~

All rules, orders, regulations, and resolutions heretofore enacted or adopted by the Board, which are in conflict of these **Bylaws**, are hereby repealed.

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Revised October 4, 2018

REGULATIONS



BOARD OF SUPERVISORS

LOUISIANA STATE UNIVERSITY

Effective October 4, 2018

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REGULATIONS OF THE BOARD OF SUPERVISORS

ARTICLE I. ACADEMIC AND ADMINISTRATIVE ORGANIZATION

Section 1. Order of Communications and Reports

The official recommendations and communications of any member of the academic or nonacademic staff shall be sent through channels to the appropriate officer. An administrative officer shall, when so requested, promptly transmit any such recommendations or communications, with the officer's own comments and recommendations thereon, to the next higher office.

Section 2. Academic Organizational Units

A. The Faculty of the University

The faculty of the University shall consist of the faculties of the several campuses as defined below (Sec. 2B). The President and the academic officers of the University shall be members of the University faculty and the former shall be its highest officer.

B. The Faculties of the Several Campuses

- 1. Membership.** Full-time members of the academic staff having the rank of Instructor or higher (or equivalent ranks¹) shall constitute the faculty of the campus on which they are appointed. The faculty may organize itself into a Faculty Council which shall include all full-time members of the faculty and members of the Administrative Council (see sec. 1-3.1). As a class, part-time members of the academic staff having the rank of Instructor or higher (or equivalent ranks) may be enfranchised to the degree deemed appropriate by the faculties of the several campuses. Members of the Administrative Council, not holding academic rank, shall be non-voting members of the Faculty Council.
- 2. Duties.** The faculty or Faculty Council² shall establish curricula, fix standards of instruction, determine requirements for degrees, and generally determine educational policy, subject to the authority of the Board. Except as otherwise provided, each faculty shall establish its own educational policies. It shall, within the framework of the educational policy of the University, have legislative power over all matters pertaining to its own meetings and may delegate its own authority to an elected Senate and/or to standing committees, whose authority shall be limited to matters which are proper to the faculty and which have been specifically delegated by the faculty. It shall make recommendations for the granting of degrees through its respective colleges or schools not within a college.

¹See Section 2-6.

²The terms "faculty" and "Faculty Council" are used interchangeably in this Section (2).

3. **Actions.** Any action of a faculty or Faculty Council which, in the judgment of the Chancellor, or of the President, is administrative or which seriously affects the interests of another faculty of the University or of the University itself, may be suspended by the President and such action shall be reported to the Board at its next meeting. All questions of jurisdiction among colleges, schools not within colleges, or divisions shall be determined by the Chancellor, or, for LSU or in inter-campus situations, by the President.
 - a. Minutes of all actions taken by the faculties or Faculty Councils, together with appropriate recommendations of the major administrative officer concerned, shall be reported to the President. The President may then refer any such action on academic matters of general University concern to the appropriate council, or a committee thereof, for consideration.
4. **Meetings.** Each faculty or Faculty Council shall meet at least once each academic year at the call of the President as chair or of the Chancellor of the campus or, for LSU, the President's designee, as vice-chair, or upon the written request of 50 members or 20 percent of the membership, whichever is the smaller number. At least five days notice of meeting shall be given. It shall be the prerogative of the President to preside; otherwise, the Chancellor of the campus or, for LSU, the President's designee, will preside.
5. **Quorum.** Not less than 25 percent of the membership of the faculty or Faculty Council shall be necessary to constitute a quorum, provided, however, that any faculty or Faculty Council (at a meeting at which a quorum of 25 percent of the members is present) may, by majority vote, establish a higher percentage of the membership as a quorum for future meetings.

C. The Faculties of Colleges and Schools

1. **Membership.** The faculty of each college or school not within a college, except the Graduate School, shall consist of all members of the academic staff having the rank of Instructor or higher (or equivalent rank) who are appointed full-time and a part of or all of whose current work is in that particular college or school. As a class, part-time members of the academic staff having the rank of Instructor or higher (or equivalent rank) may be enfranchised to the degree deemed appropriate by the faculty of the college.
2. **Duties.** The faculty of each college or school not within a college shall define and recommend degree programs for units under its jurisdiction. The faculty shall recommend candidates for degrees to be awarded by the college or school not within a college.
3. **Meetings.** The dean of each college and the dean or director of each school not within a college shall call a faculty meeting when it seems advisable to do so, provided there be at least one meeting during each semester and summer term. The dean or director shall be required to call a faculty meeting upon the written request of one-fourth of the members of the faculty. At the time the faculty members are notified of a meeting, the Chancellor of the campus or, for LSU, the President and the chief academic officer shall receive the same notification.
4. **Quorum.** Not less than 25 percent of the membership of the faculty of a college or school not within a college shall be necessary to constitute a quorum, provided, however, that such faculty (at a meeting at which a quorum of 25 percent of the members of such faculty is present) may, by majority vote, establish a higher percentage of the membership as a quorum for future meetings.

D. D. The Departmental Faculty³

1. **Membership.** The departmental faculty shall consist of all members of the academic staff of a department having the rank of Instructor or higher (or equivalent rank) who are appointed full-time for at least a one-year period and a part or all of whose work for the current year is in that particular department. As a class, part-time members of the academic staff having the rank of Instructor or higher (or equivalent rank) may be enfranchised to the degree deemed appropriate by the faculty of the department.
2. **Duties.** The departmental faculty shall have jurisdiction over matters concerning its educational policies insofar as these do not conflict with the policies of other departments, the rules and regulations of its own college or school, the campus, or the University.
3. **Meetings.** The Chair or head of the department shall call a meeting of the departmental faculty when it seems advisable to do so.

E. The Graduate Faculty

1. **University Graduate Division Faculty.** The Graduate Faculty of the University shall consist of the graduate faculties of the several campuses. Election to the graduate faculty of one campus shall automatically mean election to the University Graduate Division Faculty.

The principal officer of the Graduate Faculty of the University shall be the chief academic officer of the University, who shall preside over the Executive Graduate Council (Sec.1-2.6) as its chair.

2. **Individual Campus Graduate Faculty.** The Graduate Faculty on each campus shall consist of those members of the teaching, research, and extension faculties who have been so designated by the Chancellor upon the recommendation of the Graduate Council (Sec. 1-2.7) acting upon appropriate nominations. Such designation shall provide for classification of the Graduate Faculty as members or associate members according to their qualifications and experience.
3. **Voting Powers.** Voting power at faculty meetings is vested in the members on matters of educational policy, and in the members and associate members in recommending candidates for degrees.

F. Council of Chief Academic Officers

The Council shall consist of the chief academic officer of the University, who shall serve as chair, and the chief academic officer of each major subdivision of the University. The Council shall act in an advisory capacity to the President in matters relating to academic standards, programs, and policies of the University.

G. The Executive Graduate Council

There shall be an Executive Graduate Council of the University Graduate Division. It shall consist of:

1. The chief academic officer of the University, who shall serve as chair.
2. The chief graduate officer for each campus.

³Including faculties of schools within colleges.

3. An appointed member of the graduate faculty from each campus of the University offering resident graduate work. These appointees shall be recommended to the President for appointment by the Chancellor of each campus or, for LSU, the President's designee after consultation with the chair of the Executive Graduate Council, in order to avoid a concentration of representation from any general subject area.
4. A single member, representing those campuses not offering graduate work, appointed by the President.
5. A single member-at-large of the Graduate faculty to be appointed from any campus of the University by the President.

The member-at-large shall be appointed for two years and the members from individual campuses shall be appointed for staggered terms of three years.

The Executive Graduate Council shall coordinate all graduate work and approve new programs and degrees recommended by the several chancellors and their graduate councils for transmittal to the President for review before presentation to the Board.

H. The Campus Graduate Council

1. **Establishment.** Each campus offering graduate work shall have a Graduate Council, which shall advise the Dean of the Graduate School in the administration of the academic affairs and policies of the Graduate School. Each campus shall formulate a policy regarding the operation of the Graduate Council, including membership, length of terms, and functions.
2. **Approval.** Each campus shall submit its policy and any subsequent amendments concerning the Graduate Council to the President for review and approval. Until such campus policies are approved, the existing provisions shall control.

Section 3. Administrative Units

A. The Administrative Council

1. **Membership.** The Administrative Council shall be composed of the principal administrative officers of a campus (as designated by the Chancellors or, for LSU, the President); three members of the faculty of tenured rank elected annually for one-year terms by the faculty or a delegated body thereof; and such other persons as may be specifically designated by the Chancellor or, for LSU, the President.
2. **Duties.** The Administrative Council shall advise the Chancellor or, for LSU, the President in the administration of the affairs of that campus.
3. **Officers.** The Chancellor or, for LSU, the President or his designee shall be the chair of the Administrative Council on his campus, and shall appoint a secretary who shall keep minutes of all meetings and shall maintain a roll of the members of the Administrative Council.
4. **Time of Meeting.** The Administrative Council of each campus shall meet at the call of the Chancellor or, for LSU, the President or his designee. The President may, at his discretion, call upon and preside over any or all of the Administrative Councils of the University to advise him concerning the affairs of the University.

B. Council of Academic Deans and Directors

The deans and directors of colleges, or of schools not within colleges, together with other academic officers of equivalent rank, responsible to the chief academic officer, shall constitute the Council of Academic Deans and Directors of a campus, and shall meet at the call of the chief academic officer as chair. The Council shall advise the chief academic officer in the administration of the academic affairs of the campus.

C. The Athletic Council

1. **Establishment.** There shall be established an Athletic Council on campuses having organized athletic programs and participation in inter-collegiate competition. Each campus shall formulate a policy regarding the operation of the Athletic Council. This policy shall address membership, terms of office, voting and bylaws, and functions of the Council. This policy shall be in compliance with the rules and regulations of the appropriate athletic oversight organization.
2. **Approval.** Each campus shall submit its policy concerning the Athletic Council to the President for review and approval as well as any subsequent amendments to this policy.

ARTICLE II. APPOINTMENTS, PROMOTIONS, AND TENURE

Section 1. Classification of Employees, General

Employees of the University are grouped as follows:

A. Nonstudent Employees

1. Academic Employees

- a. **Faculty.** Full-time members of the academic staff on the various campuses with the rank of Instructor or above and equivalent ranks.
- b. **Other Academic.** Part-time members of the academic staff; members of the academic staff below the rank of Instructor or equivalent; and other personnel with academic responsibilities not holding faculty rank.

2. Nonacademic Employees

a. Unclassified

- i. Administrative officers and professional staff, and positions specifically exempt from the classified service under Article X of the **Constitution** of the State of Louisiana.
- ii. Other positions exempt from the classified service by special action of the State of Louisiana, Department of Civil Service.

- b. **Classified.** All employees in positions covered by the provisions of the Civil Service System of the State of Louisiana.

B. Student Employees

1. **Graduate Assistants.** Full-time graduate students who are employed part-time for services supportive of the graduate education experience.
2. **Students.** Those full-time undergraduate, graduate, and professional students who are employed on a part-time basis on the various campuses of the University and not classified as graduate assistants.
3. **Interns, Residents.** These and other such students employed in programs designed to fulfill professional and specialty requirements.

Section 2. Personnel Actions

The President shall establish a Personnel Action Approval Policy which shall establish the requirements for approval of all personnel actions except those reserved for Board approval under the LSU Board of Supervisors Bylaws.

Section 3. Terms of Employment, Nonacademic Staff

A. Classified Personnel

Classified personnel hold their positions according to the terms of their appointment under the provisions of the Civil Service System of Louisiana and the classified procedures of the University.

B. Unclassified Employees

Unclassified employees hold their positions at the pleasure of the Board. Services of unclassified employees may be terminated by giving such employees reasonable notice with the approval of the Chancellor of the campus or, for LSU, the President or his designee. "Reasonable notice" shall be interpreted to mean written notice given at the time the action is instituted by the employee's immediate supervisor and effective after a period of time equivalent in days to the usual payroll period of the employee.

Section 4. Personnel Actions, Academic Staff

In all personnel actions related to academic staff the principle of academic freedom shall be recognized. See the LSU Board of Supervisors Bylaws.

All personnel actions relating to faculty and other members of the academic staff shall be initiated in accordance with the Personnel Action Approval Policy. Actions shall be taken after appropriate consultation with the faculty.

Section 5. Personnel Actions Requiring Board Approval

Except as otherwise provided in the Bylaws, and notwithstanding any other provisions of these *Regulations*, all personnel actions made by any campus or institution of the University shall be made in accordance with the following provisions and the Personnel Action Approval Policy established by the President.

A. Personnel Actions Requiring Board Approval

The following personnel actions shall require approval by the Board of Supervisors:

1. Appointments and all other personnel actions relating to the President, Head Coaches and Athletic Directors.
2. Appointments and all other personnel actions relating to Coaches other than Head Coaches with a salary of \$250,000 or above.
3. Appointments, salary increases greater than 15%, salary decreases, and terminations for Chancellors and for University Officers.
4. Upon approval by the President of a Personnel Action Approval Policy, and in conformance with such policy, the President shall have authority to approve all other actions and to delegate approval to the chancellors or their designees.
5. Except as specifically provided in the Personnel Action Approval Policy established by the President, Board approval is not required for personnel actions which are governed by the laws and rules promulgated by the Department of State Civil Service affecting the Classified Service.

B. Personnel Actions Not Requiring Board Approval

1. Approval of other personnel actions shall follow the Personnel Action Approval Policy established by the President.
2. Authority to take all other personnel actions is hereby delegated by the Board to the President, who may further delegate such authority, under the Personnel Action Approval Policy, as he deems to be in the best interests of the University.

C. Reporting

Quarterly reports will be developed and provided to the Board providing necessary information required to fulfill the Board's fiduciary and oversight responsibilities.

D. Submission of Actions for Approval by the Board or President

Any submission for approval by the Board or President shall be made in accordance with the deadlines established in the LSU Board of Supervisors Bylaws. All such submissions shall include the following information:

1. All sources of compensation;
2. The nature of the appointment;
3. All proposed letters of employment, contracts of employment, or other written employment agreements pertaining to compensation or benefits; and
4. Any additional information required by the President.

E. Miscellaneous

1. For purposes of this policy and the Personnel Action Approval Policy, "compensation" includes all income covered on any check issued (or electronic transmittal) by the University for any compensation purposes as well as all income from other sources, including affiliated foundations, paid as compensation for work done on behalf of the University or pursuant to the employment agreement with the University. This includes any income paid pursuant to any faculty group practice plan or program. It does not include royalty, licensing, or other payments made pursuant to the University's intellectual property policies.
2. Nothing herein shall be construed to alter, amend, or in any way affect PM-11 or the policies and procedures set forth therein, which are required by La. R.S. 42:1123(9)(b).
3. In the event of any conflict between the provisions of this Section 2-5.1 and any other provisions of the *Regulations* of the Board of Supervisors or any Permanent Memorandum, the provisions of this Section 2-5 shall control.
4. Nothing herein creates any rights, procedural or substantive, in employees, prospective employees, or other persons.

Section 6. Academic Ranks

The following academic ranks shall be recognized.

Instructional and Research Ranks-full-time (1,2,4)	Instructional and Research Ranks - Part-time(5)	Library/Museum(10) Ranks - Full-time	Cooperative Extension Service	AgCenter Communications
Boyd Professor Designated Professorships(3) Professor	Professor, part-time(6) Adjunct Professor(7) Consulting Professor(8)	Librarian Curator	Professor	Communications Specialist (12)
Associate Professor	Associate Professor, Part-time(6) Adjunct Associate Professor(7)	Associate Librarian Associate Curator	Associate Professor Agent (4)	Associate Communications Specialist (12)
Assistant Professor	Assistant Professor, Part-time(6) Adjunct Assistant Professor(7)	Assistant Librarian Assistant Curator	Assistant Professor Associate Agent (4)	Assistant Communications Specialist (12)
Instructor	Instructor, Part-time(6)	General Librarian	Instructor Assistant Agent (4)	
Associate	Associate, Part-time(6)	Library Associate	Extension Associate	
Assistant	Assistant, Part-time(6)			
	Cooperating Teacher(9)			
	Special Lecturer(5)			

FOOTNOTES:

(1) The titles "Visiting Professor," "Visiting Associate Professor," and "Visiting Assistant Professor" are courtesy titles given to holders of visiting full-time appointments at those respective ranks. No changes shall be made in the titles of regular members of the instructional and research staff holding part-time appointments during the summer term. The "Visiting" title may also be used for individuals who are not on leave from another institution but who meet the standards for the rank specified and who are hired for a limited period.

(2) The full-time faculty shall consist of the full-time University faculty and the members of the full-time staff at affiliated hospitals who have academic responsibilities equivalent to the full-time University faculty. The full-time affiliated faculty who are gratis or whose University contribution to salary is less than 25 percent shall be considered as volunteer faculty to the University insofar as employee benefits are concerned. However, if the University contributes 25 percent or more of their total salary, percentage of University contribution should be indicated and employee benefits appropriate to that percentage provided. Full-time faculty in the professions whose primary responsibility is in teaching or service programs associated with coordinating fieldwork and supervising students in the field are to be appointed as Assistant Professor-Professional Practice, Associate Professor-Professional Practice, or Professor-Professional Practice. Full-time affiliated faculty do not acquire tenure.

(3) The title of Professor may be modified to indicate particular distinction as approved by the Board in special instances.

(4) Full-time faculty whose primary responsibility is conducting research and who normally are paid from grant or contract funds are to be appointed as Assistant Professor-Research, Associate Professor-Research, or Professor-Research or Assistant Professor-Extension, Associate Professor-Extension, Professor-Extension. Full-time faculty in the clinical sciences with responsibility to teaching and service programs and who are essential for patient care are to be appointed as Assistant Professor of Clinical (discipline), Associate Professor of Clinical (discipline), or Professor of Clinical (discipline), Extension field faculty employed primarily to conduct educational programs are appointed as Assistant Agent, Associate Agent, and Agent. The faculty in these ranks do not acquire tenure.

Full-time faculty in the professions whose primary responsibility is in teaching or service programs associated with coordinating field work and supervising students in the field are to be appointed as Assistance Professor-Professional Practice, Associate Professor-Professional Practice, or Professor-Professional Practice.

(5) Part-time academic personnel in the Medical Center whose primary role is related to a clinical setting may be designated by the title "Clinical" preceding their academic rank, except department heads, who may be given their appropriate professorial rank without the designation "Clinical".

Part-time academic personnel in the Law Center whose primary role is related to a clinical setting in any internship program or other clinical or skills instructional program which has been or may be established by the Law Center may be designated by the title Adjunct Clinical Instructor, Part-time.

(6) The title 'Special Lecturer' is authorized and limited to part-time appointments without rank designation and is restricted to specialists and professional men and women whose primary occupation is practice of their profession.

(7) The designation "part-time" indicates that the appointee is to serve less than 100 percent basis.

(8) On the recommendation of appropriate campus officers, the ranks of Adjunct Professor, Adjunct Associate Professor, etc., may be conferred upon persons whose primary employment is outside the department. The basis of such recommendation shall be that the University can benefit from the talents, abilities, and experience of persons in various fields as consultants; for the conduct of formal courses, occasional lectures, or seminars; or for other similar activities. Recommendations for such appointments shall be made in the same manner as for other academic ranks. Individuals appointed as Adjunct Professors, Adjunct Associate Professors, or Adjunct Assistant Professors, are ineligible to participate in the University Retirement System or other University-funded employee benefits accorded other academic employees of the University.

(9) A person of exceptional distinction who performs the services of an Adjunct Professor may be designated a Consulting Professor.

(10) The title of Cooperating Teacher is used for off-campus public school teachers who supervise teachers in the teacher training program.

(11) The titles of 'Curator', 'Associate Curator' and 'Assistant Curator' are authorized and limited to those individuals holding full-time appointments on the museum staff. The ranks of Curator, Associate Curator and Assistant Curator shall be equivalent to those of Professor, Associate Professor and Assistant Professor, respectively. The rules and rights of appointment, promotion and tenure shall be the same as for the professorial ranks.

(12) The titles of Assistant Communications Specialist, Associate Communications Specialist and Communications Specialist are non-tenure track titles for LSU AgCenter Communications Department faculty who perform professional level research, education, and outreach responsibilities which are an integral part of the research and outreach programs of the LSU AgCenter.

Section 7. Tenured and Term Appointment, Academic Staff

Faculty Ranks. Faculty members and other members of the academic staff of comparable rank, including librarians, may be appointed for a specific term ("term appointment") or indefinitely ("tenured appointment") depending on rank and experience. Appointment or tenure on one campus of the University carries no implication of appointment or tenure on another campus. Academic employees are tenured only with respect to their academic ranks and not with respect to administrative titles or assignments.

Tenure is not a guarantee of lifetime employment, particularly in the face of institutional change or financial exigency. It does assure that the employee will not be dismissed without adequate justification and without due process.

Term employees are appointed for specified periods of time as indicated on the appointment form.

Professors and Associate Professors are tenured and are appointed for an indefinite period of time, except that the initial appointment and subsequent reappointments through not more than five years of total service to the University campus involved may be made for a stipulated term. Persons promoted to the rank of Professor or Associate Professor after less than five years of service on the campus may be continued to term appointment through no more than the fifth year. Persons holding a professorial rank (Professor, Associate Professor or Assistant Professor) while being paid by a grant or contract do not acquire tenure through the passage of time but may become tenured only by specific individual recommendation through appropriate channels and approval by the President.

Assistant Professors are appointed for terms no longer than three years. Upon reappointment after seven years of service in rank on a particular campus, Assistant Professors receive tenure. A thorough review will be made during the sixth year of service so that notice of termination may be given if necessary no later than the end of the sixth year of service. Individual campuses have the option of conducting the thorough review prior to the sixth year, provided that appropriate written notification is given to the faculty member. The University may, at its discretion, count prior service on the same campus toward the seven-year evaluation period for an Assistant Professor to achieve indeterminate tenure. The ultimate decision shall be left with the President, to be applied in each individual case for which the respective campus recommends granting indeterminate tenure counting prior service favorably.

Those who rank as Associate or Instructor shall be appointed for a specified term and shall not be considered for indeterminate tenure; provided, however, Associates and Instructors hired for an initial term greater than two years may be terminated at the end of the first year if given notice during the first nine months of that year. Otherwise, the provisions of Section 2-7(1)-(4) shall apply.

Exceptions: The rules pertaining to tenure and term appointments are subject to the following exceptions:

At the Pennington Biomedical Research Center, persons holding the rank of Professor, Associate Professor and Assistant Professor, while being paid by a grant or contract, do not acquire tenure through the passage of time. Upon individual recommendation and approval by the President, such persons at the rank of Professor and Associate Professor may receive rolling tenure, i.e., they may be appointed for terms of 5 years. Faculty with rolling tenure are reviewed annually and reappointments of Associate Professor and of Professor faculty are for 5-year terms. At such annual review, a recommendation not to reappoint the Associate Professor or Professor is with a 5-year terminal appointment. The faculty member will be notified of a decision not to renew the appointment at least 5 years before the end of the appointment. Faculty members with rolling tenure or on terminal appointments may be terminated for cause at any time with due process.

At the Paul M. Hebert Law Center, the rank of Associate Professor may or may not carry with it the status of tenure, depending upon the timing and circumstances of the individual appointment. Individuals receiving an initial three-year appointment as Assistant Professor will be reviewed in their third year for a second three-year appointment for promotion to Associate Professor without tenure. No later than their sixth year, they will be considered for tenure and for promotion to Professor of Law. Typically, successful candidates will both be tenured and promoted to Professor of Law, although there may be cases in which tenure will be granted but the promotion to Professor of Law deferred for later determination. In such cases, they will hold the rank of Associate Professor of Law (with tenure), pending subsequent procedures addressing their promotion to Professor of Law.

At those campuses employing full-time faculty members in the professions (e.g. Education) whose primary responsibility is in teaching or service programs associated with coordinating fieldwork and supervising students in the field, the ranks of Assistant Professor-Professional Practice, Associate Professor-Professional Practice or Professor-Professional Practice may be designated. Individuals with these academic ranks shall not be eligible for tenure and may be enfranchised to the degree deemed appropriate by the faculty unit (system, campus, college, division or department).

Expiration of Appointment. Upon expiration of a term appointment, the employee is a free agent to whom the University has no obligation. The University may reappoint the employee to the same or a different position. Non-reappointment carries no implication whatsoever as to the quality of the employee's work, conduct, or professional competence.

When an employee, other than an Associate, is not to be reappointed, written notice to the employee will ordinarily be provided in accordance with the following schedule:

1. Not later than March 1 of the first academic year of service, if the appointment expires at the end of the year; or, if an initial one-year appointment terminates during an academic year, at least three months in advance of its termination.
2. Not later than December 15 of the second academic year of service, if the appointment expires at the end of that year; or if an initial two-year appointment terminates during the academic year, at least six months in advance of its termination.
3. At least 12 months before the expiration of an appointment after two or more years service on that campus.
4. When an Associate is not reappointed, the Associate shall be given written notice of termination no less than ninety (90) days prior to the expiration of the employment contract.

Section 8. Terms of Employment - Part-Time Academic Staff

Members of the part-time academic staff on the various campuses shall be given term appointments only, not exceeding one academic or fiscal year.

Section 9. Terms of Employment - Academic Staff, General

The foregoing provisions shall not be construed to exclude existing contracts between the University and academic staff on mutually acceptable terms.

Section 10. Basis of Pay

University employees may be employees for the academic year, fiscal year, summer term, or other stipulated terms. Employees shall be paid in accordance with procedures established for their employment.

Section 11. Regular Appointment

An employee on "regular appointment" or one deemed to be "regular" is defined as (1) an employee whose appointment is for a period of more than 180 calendar days, or (2) one who has been employed for more than 180 consecutive calendar days by successive uninterrupted appointment.

Section 12. Holding of Political Office

A full-time employee of the University shall not accept any appointive political office nor seek or hold any elective remunerative political office, without the consent of the President.

Section 13. Nepotism.

- A. No member of the immediate family of an agency head shall be employed by that agency.

"Immediate family" as the term relates to a public employee means children, the spouses of the children, brothers, sisters, parents, spouse, and the parents of the spouse.

"Agency" means a department, office, division, agency, commission, board, committee, or other organizational unit of a government entity.

"Agency head" means the chief executive or administrative officer of any agency as defined above or any member of a board or commission who exercises supervision over the agency.

- B. The provisions of this policy shall not prohibit the continued employment of any public employee nor shall it be construed to hinder, alter, or in any way affect normal promotional advancements for such public employee where a member of the public employee's immediate family becomes the agency head of such public employee's agency, provided that such public employee has been employed in the agency for a period of at least one year prior to the member of the public employee's immediate family becoming the agency head.
- C. Any person serving as an University employee on April 1, 1980, whose employment otherwise would have been in violation of this policy, may continue in such employment and the provisions of this section shall not be construed to hinder, alter, or in any way affect normal promotional advancement in public employment for such employees.
- D. This policy shall apply to all forms of employment; regular full-time employment, regular part-time employment, temporary full-time employment, temporary part-time employment, etc., and will apply to all employees, including student workers.
- E. Exceptions to the restrictions outlined in this policy are not permitted. However, employees of an agency who marry may continue to work in that agency even though one of the employees is the agency head, provided that the supervising spouse avoids participating in transactions in which the subordinate spouse has a substantial economic interest.
- F. Individual campuses may adopt more restrictive provisions to this policy provided that those provisions are approved by the President.

Section 14. Boyd Professorships

A. Eligibility

A faculty member on one of the various campuses of the University who has attained national or international distinction for outstanding teaching, research, or other creative achievement may be designated a "Boyd Professor." The "Boyd Professorship" shall be regarded as the highest professorial rank awarded by the University. No Professor holding an administrative position of the rank of director or above shall be eligible for designation as a "Boyd Professor."

B. Procedure for Nomination

Nomination of a Professor for designation as a "Boyd Professor" shall originate with a dean or deans (in the case of split appointments) or a director of a school, which is not a college, in which a nominee holds professorial status. The nomination shall be addressed to a review committee through the Chancellor of the campus on which the nominee is a faculty member or, for faculty members of LSU, through the President or his designee. The nomination by deans or directors shall be reviewed by a committee comprised of the chief academic officer of the University, who shall serve as chair, two **emeriti** members, and three faculty members appointed by the President from throughout the University.

ARTICLE III. LEAVES

Section 1. Sabbatical Leave

Full-time academic employees [Sec. 2-1a(1)] at the rank of Instructor (or equivalent) or above, who have completed six years of service on the campus without having received leave with pay, may petition for sabbatical leave for study and research, the object of which is to enable them to increase their professional efficiency and usefulness to the University. Adequate justification setting forth the plan for each sabbatical leave shall be stated, and report of the accomplishments under each leave granted shall be made promptly upon return from sabbatical leave. Sabbatical leave shall normally be approved for the purpose of seeking a higher degree only under unusual circumstances. Persons employed on a 12-month basis may be granted 12 months' leave with one-half pay or six months' leave with full pay. Persons employed on nine-month basis may be granted nine months' leave with one-half pay or four and one-half months' leave with full pay. Approval of sabbatical leaves shall be in accordance with the Personnel Action Approval Policy. A member of the academic staff who is granted sabbatical leave shall be required to return to his University duties for at least a year before accepting employment elsewhere. A condition for granting of a sabbatical leave is the potential benefit the University will receive as a result of the sabbatical.

Under unusual circumstances, persons may accept employment during sabbatical leave if such employment is approved in advance by the President upon recommendation of the Chancellor or, for LSU, the President's designee as supportive of the purposes of the leave.

Section 2. Leave to Obtain Advanced Degree

Members of the instructional, research, and extension staff on full-time regular academic appointment, who have completed two consecutive years of service at the rank of Instructor (or equivalent) or above, may petition for a leave of absence with part pay for not more than one year of study which will culminate in the receipt of an advanced degree. Such petition shall set forth the course of study to be pursued, the institution to be attended, an account of the petitioner's prospect for securing an advanced degree, and such other information as may be required. Approval shall be granted only after it has been determined that the interests of the University will be best served by granting such leave and that the petitioner will return to his University duties for at least two years before accepting employment elsewhere. Approval of sabbatical leaves shall be in accordance with the Personnel Action Approval Policy. The amount of pay to be allowed under such a grant shall be determined in each individual case, but in no event shall it exceed one-half of the regular salary which would accrue to the petitioner during the period of leave.⁴ If the petitioner, upon taking educational leave, does not return to the University for the required two years, the petitioner shall pay back to the University the amount paid to the petitioner for the leave. The period of service completed prior to granting of leave under this section shall not be counted in considering eligibility for sabbatical leave.

Section 3. Annual Leave and Sick Leave

A. Annual Leave

Annual leave is leave with pay granted an employee for the purpose of rehabilitation, restoration, and maintenance of work efficiency, or the transaction of personal affairs.

B. Sick Leave

Sick leave is leave with pay granted an employee who is suffering with a disability which prevents him from performing his usual duties and responsibilities or who requires medical, dental, or optical consultation or treatment.

⁴For the academic-year employee, the term "regular" refers to the salary of the academic year, without presumption of summer term appointment.

C. Academic and Unclassified Employees

Regular full-time and part-time members of the academic staff on fiscal appointment and regular unclassified employees are entitled to annual leave. Regular full-time and part-time members of the academic staff on fiscal- or academic-year appointment and regular unclassified employees are entitled to sick leave. The amount of accumulation and other provisions concerning annual leave and sick leave shall be in accordance with regulations or policies approved by the Board, appropriate State statutes, or policies applicable to the University, with such provisions to be issued by memorandum from the President.

D. Classified Personnel

Annual leave and sick leave of classified personnel shall be governed by the Civil Service Regulations.

E. LSU Laboratory School Faculty

Members of the LSU Laboratory School Faculty on academic year appointments teaching grades K-12 may, during each fiscal year designate no more than two days of earned sick leave to be used as personal or annual leave and may be used in accordance with the definition of such leave as listed above. Personal or annual leave for LSU Laboratory School Faculty may not be accumulated from one fiscal year to the next.

Section 4. Civil, Emergency, and Special Leave

An employee shall be given time off without loss of pay, annual leave, or sick leave under such conditions as outlined:

- A. Academic and Unclassified Employees** - as provided in policy memorandum from the President.
- B. Civil Service Employees** - as provided in Civil Service Regulations.

Section 5. Military Leave

An employee of this University who is ordered to duty with troops or at field exercises or for instruction with any branch of the Armed Forces (including the National Guard) for periods not to exceed fifteen (15) working days in any one calendar year is entitled to leave of absence from duties without loss of pay, time, annual leave, or efficiency rating, and when relieved from duty shall be restored to the position held when ordered to duty. Any portion of a military leave in excess of fifteen (15) working days during a calendar year shall be leave without pay, unless chargeable against accrued vacation with pay.

Section 6. Leave of Absence Without Pay

A. Academic and Unclassified Administrative Officers and Professional Staff

Leaves of absence without pay may be granted for good cause. Approval of leaves of absence shall be in accordance with the Personnel Action Approval Policy. During leaves of absence without pay no allowance for sick leave or vacation shall accumulate. For academic employees, the period of absence without pay may, upon appropriate administrative recommendation, be credited toward tenure.

B. Classified and Unclassified Employees Exempt from the Classified Service by Special Action of the State of Louisiana, Department of Civil Service

Leaves of absence without pay may be granted in accordance with Civil Service regulations.

Section 7. Report of Absences

Academic and Nonacademic employees shall not absent themselves from their duties without proper authorization.

Report of absence for academic and unclassified employees shall be governed by policies established by the President. Report of absence for classified employees shall be governed by Civil Service Regulations.

ARTICLE IV. INSURANCE AND RETIREMENT

Section 1. Group Insurance Program

University employees, including retirees, may participate in the State of Louisiana Employees Uniform Group Insurance Program in accordance with the rules and regulations established for that program. The University will pay the appropriate employer portion of the cost of its employees who elect to participate in this program.

Section 2. Other Group Insurance or Benefit Programs

The University may make available to employees, through payroll deduction procedures or otherwise, other types of group coverage or benefit programs that are considered to be of particular interest and benefit to its employees. The inauguration of any such plan will be made only upon approval of the President, and no contribution will be made toward the cost of such additional programs without the approval of the Board.

Section 3. Retirement Plans

All Non-student regular employees of the University will be members of one of the following retirement plans, unless ineligible by provisions of the retirement system.

A. LSU Retirement System.

The LSU Retirement System as provided by L.R.S. 17:1611, et seq. was abolished effective January 1, 1979, by the provisions of Act 643 of the 1978 Louisiana Legislature. Members of the LSU Retirement System on December 31, 1978, continuing in employment were required under the provisions of Act 643 of 1978 to become members of either the Teachers' Retirement System of Louisiana or the Louisiana State Employees' Retirement System.

B. LSU Retirement Plan

Employees who were members of this plan on December 31, 1978, except certain employees referred to in d. below, were required to become members of either the Teachers' Retirement System of Louisiana or the Louisiana State Employees' Retirement System effective January 1, 1979. Provisions for benefits from this plan are contained in "LSU Retirement Plan" authorized by the Board.

C. Teachers' Retirement System of Louisiana and the Louisiana State Employees' Retirement System

Persons becoming employed by any unit of the University on or after January 1, 1979, shall as a condition of employment, if eligible, become a member of either the Teachers' Retirement System of Louisiana or the Louisiana State Employees' Retirement System.

D. United States Civil Service Retirement System

Personnel of the Cooperative Extension Service who are required to become members of the United States Civil Service Retirement System shall be members of that system. Such personnel whose date of employment was prior to December 15, 1950 (and who were employees of the Cooperative Extension Service on that date) shall also be members of the LSU Retirement Plan, notwithstanding their membership in the United States Civil Service Retirement System. Such personnel whose date of employment was subsequent to December 14, 1950, may be entitled to supplemental benefits from the Teachers' Retirement System of Louisiana in accordance with the provisions of that system.

Section 4. Conditions of Retirement.

- A.** Eligibility for retirement will be in accordance with the provisions of the respective retirement system.
- B.** No employee of the University shall be separated from public service by his appointing authority because of the employee having attained any particular age following employment by the appointing authority.

Section 5. Emeritus Ranks

Upon recommendation by the appropriate campus, the title Professor Emeritus shall be conferred upon all persons who upon retirement have attained the title of Professor and who have been in the service of the University for a period of at least ten (10) years. The said title may also be conferred, upon recommendation of the appropriate campus, upon a person who upon retirement has attained the title of Professor even though the period of service is less than ten (10) years, if it is determined that the person has made outstanding contributions to the University in either the field of scholarship or public service.

Any person who has held the position of academic dean, director, or department head for a period of ten (10) years may be retired with the title Dean, Director, or Department Head Emeritus. Where applicable to other positions within the University, an Emeritus title may be conferred upon the recommendation of the President in appropriate cases.

Approval of emeritus status shall be governed by the Personnel Action Approval Policy.

ARTICLE V. FINANCIAL AND BUSINESS PROCEDURES

Section 1. Budget

The annual operating budget of the University represents a primary instrument of fiscal control. It provides a firm estimate of resource availability and specifies the manner in which available revenues shall be allocated for effective support of goals and objectives. The general plan of the budgetary requests by the University for the ensuing fiscal year shall be presented to the Board for final approval prior to presentation to the appropriate state agencies.

Following passage of the appropriation acts by the Legislature and approval by the Governor, the President shall submit a revised budgetary plan to the Board for approval, recommending those changes which are occasioned by legislative action.

After approval of such budgetary plan by the Board, a detailed budget shall be prepared in accordance therewith and distributed to the Board. The execution of the detailed budget shall be exercised by the President through the Chancellor concerned or, for LSU, by the President or the President's designee.

Section 2. Internal Budgetary Control

General policies for internal budgetary controls shall be established by the President. No obligation shall be entered into except on the authority of a general or specific budget approved by the Board. All appropriations shall lapse at the end of the fiscal year, June 30, unless otherwise especially provided by State statutes and/or the Board.

Adjustments within an approved budget entailing transfers between the principal categories (e.g., personal services, supplies and expenses, travel, and capital outlay; between income accounts only) of departmental budgets shall be made in accordance with policies established by the President. Budget adjustments entailing an overall increase or decrease in the total of the general University budgets and allocations from or additions to general University reserve accounts (restricted fund accounts, revolving funds, or gifts and grants-in-aid excepted) shall be made only on the authority of the President. All budget adjustments of restricted fund accounts, revolving funds, and gifts and grants-in-aid shall be in accordance with general policies established by the President.⁵

Section 3. Audit

Continuous audit shall be conducted of the transactions and records of all employees for the receipt and disbursements of funds; for the sale or purchase of materials, services, and property; for the keeping of accounts; and for the custody of property.

The Internal Auditor, under the direction and control of the chief business officer of the University Staff, shall review the business activities of the University and shall assess the effectiveness of its records and insure appropriate accountability of University resources.

Section 4. Execution of University Contracts

All University contracts shall be executed as follows:

- A.** Contracts involving the purchase or sale of land, mineral rights, and other immovables; those involving significant University policy; and major construction contracts shall be signed by the President only after approval of the Board or a specifically designated committee thereof.

⁵A summary of all budget adjustments, except those relating to restricted fund accounts, increasing or decreasing expenditure authorizations by allocation from or to the University Reserve accounts, or by changes in income accounts, affecting overall budgetary totals, shall be completely and regularly reported to the Board.

- B. All other contracts may be executed on the authority of an official of the University or of its various campuses as designated by the President unless directed to be otherwise executed by the Board or a specifically designated committee thereof.

Section 5. Purchasing

No purchasing or contracting for goods and contractual services may be made except through specifically designated purchasing officials of the University.

All purchase of goods and operating services are to be made in accordance with applicable State and Federal Laws, rules and regulations, as well as University policies relative to purchasing.

Section 6. Travel

Travel at University expense shall be made within the purposes for which funds are allotted and with the approval of the head of the department and the individual shall be reimbursed in accordance with University travel regulations, as prescribed by the President.

Section 7. Entertainment and Expenses of Visitors and Guests of the University

Visitors and guests shall be reimbursed for costs of transportation only when such visitors and guests have rendered a definite service to the University. Costs of entertainment of visitors and guests shall be drawn only from funds designated by the Board for such purposes.

Exception to this rule may be granted by the President or appropriate official designated by the President when entertainment and expenses are paid from restricted funds provided for such purposes.

Section 8. Custody and Control of University Property

No one shall use for his or her own benefit or for any other personal purposes any University property of whatever description; and no one shall be permitted to remove from the buildings or grounds any property belonging to the University, unless approved by the President or appropriate official designated by the President.

Section 9. Use of University Vehicles

All transportation equipment of the University shall be used only on official business and shall be operated only by employees of the University and others authorized by the President.

Section 10. Use of University Facilities

The facilities and premises of the University are for use in accomplishing its educational objectives and programs. The Board shall establish general policy under which permission shall be granted for the use of University facilities by departments and divisions of the University, recognized campus groups, or non-University affiliated organizations. The administrative head of each campus shall prepare and file with the Office of the Board of Supervisors such detailed procedures as deemed desirable and necessary for compliance with the established general policy.

Section 11. Sale of Goods or Services and Operation of Business Enterprises

No department or agency of the University shall make sale of goods or services for cash or on account, other than those of a nature recurring for the activity, or operate a business enterprise without the approval of the President or appropriate official designated by the President.

PROCEDURES FOR HANDLING COMPLAINTS OF UNREASONABLE COMPETITION FROM COLLEGES AND UNIVERSITIES:

The following procedures are intended to meet the letter and spirit of Senate Concurrent Resolution 125 of the 1985 Regular Session of the Louisiana Legislature:

1. Private business or industry complaints of unreasonable competition from a public college or university under the jurisdiction of this Board shall be submitted in writing to the Chancellor whose college/school/department/personnel/activity is allegedly competing unreasonably with the private entity or, for LSU, the President. The Chancellor shall forward a copy of any complaint to the President who shall then inform the Board members of the complaint. If, however, the complaint is initially given to the President or a Board member, the complaint shall be transmitted to the appropriate Chancellor to initiate the process.
2. The complaint shall contain specific incidents complained of with all particulars thereto. If documentation evidencing the alleged unreasonable competition is available, it shall be attached to the complaint.
3. The Chancellor or, for LSU, the President shall communicate with the person or persons filing the complaint and with the personnel against whom the complaint is made. If the complaint is resolved to the mutual satisfaction of the Chancellor or, for LSU, the President and the complainant, the Chancellor shall notify the President of the means and terms of the resolution. If the complaint cannot be resolved, within 45 days of receipt, to the mutual satisfaction of the Chancellor and complainant, the Chancellor shall submit the matter in the form of a report to the President. The 45-day period may be extended by mutual consent of the Chancellor, the President and the complainant.
4. In the event that the Chancellor is unable to resolve the matter, the President shall communicate with all parties. If the complaint is resolved to the mutual satisfaction of the President and the complainant, the President shall notify the Chancellor and the Board of the means and terms of the resolution. If the complaint is not resolved, within 30 days, to the mutual satisfaction of the President and the complainant, the President shall submit the complaint, the President's report, and the Chancellor's report, if any, to the appropriate committee of the Board. The 30-day period may be extended by mutual consent of the President and the complainant.
5. For any complaint submitted to the appropriate committee of the Board through the proper channels, the committee shall afford representatives of the complainant and the institution the opportunity for a public hearing in which they may present their complaints and explanations. The President shall officially notify all parties of said hearing at least 30 days in advance. The hearing shall be held within 60 days of the committee's receipt of the President's report.
6. At the conclusion of the hearing, if there is no need for further investigation, the appropriate committee of the Board shall make a determination as to the validity of the complaint. Each case shall be decided on its merits. The committee shall issue within 60 days after the hearing a report containing its findings and recommendations. The report shall be subject to full Board approval.
7. The Board shall issue a final report within 45 days of the committee's action.
8. The Committee report and the final report of the full Board shall be transmitted to the complainant immediately upon issuance, with a copy forwarded to the Board of Regents for informational purposes only. Additionally, a copy of each campus or University head's report on the resolution of a complaint shall be forwarded to the Board of Regents for informational purposes only.

Section 12. General

Student religious centers located on a campus of the University may be furnished heat, electricity, water, and gas, all at the expense of the campus, when they can conveniently be supplied by the campus utility distribution systems. This policy shall not apply to utilities required for air-conditioning and similar services.

Fraternity and sorority houses located on a campus may be furnished heat, light, water, and gas at cost by the campus, and when minor repair work is performed, it shall be furnished at cost.

Self-supporting auxiliary enterprises (designated as Restricted Fund Accounts) shall be charged with the cost of all utilities, equipment, repairs, and alterations to buildings incident to their operations.

Section 13. Financial Exigency

Anything in the Regulations of the Board of Supervisors to the contrary notwithstanding, if the Board of Supervisors finds that a condition of Financial Exigency exists at an institution, within an academic or other unit of an institution, or in the University generally, then the furlough, layoff, or termination of tenured faculty, non-tenured faculty or other contract employees before the end of their contract term will be handled in accordance with the Financial Exigency policy set forth below. As used herein, the term "unit" means any identifiable component of the University at any level of its organization which has an annual budget for the operation of such component.

A. Definition of Financial Exigency

A condition of financial exigency shall exist whenever the financial resources of a campus are not sufficient to support the existing programs and personnel of the campus without substantial impairment of the ability of the campus to maintain the quality of its programs and services. Financial exigency may result from a reduction in financial resources or from the failure to receive increases in financial resources sufficient to maintain quality. Evidence of financial exigency may include, among other factors, reduction of state appropriations, faculty and staff salary levels substantially below national and regional averages, significant loss of personnel or inability to attract new personnel apparently due to inadequate salary and other support, and substantial threat of deterioration of facilities due to lack of resources for maintenance.

B. Board of Supervisors Action

The Board of Supervisors, in the exercise of fiscal responsibility, may decide to declare financial exigency with respect to the University as a whole, to one or more institutions of the University, or to any unit or program within an institution. Reasonable efforts shall be made to insure that students affected will be allowed to complete their programs, within the limits of budgetary restraints, at the institution or by transfer to another institution.

A declaration of financial exigency shall represent a determination by the Board of Supervisors, upon recommendation of the Chancellor and President, that the financial condition of a unit, institution or system has reached a crisis in which the entity must carefully re-examine its priorities and reduce programs or personnel or both to effect a cost savings sufficient to alleviate the financial exigency.

The determination of financial exigency affecting the University or any institution or within an academic or other unit of an institution shall be the sole responsibility of the Board of Supervisors, but the President, upon request from the Chancellor of an institution or, for LSU, on the President's own initiative, and after consultation with representative faculty members, may request such a determination by the Board. A request for the declaration of a financial exigency at any level before the institution level must originate at the institution. When such determinations are made, this policy, along with any implementing procedures, will take precedence over those applicable Board policies which govern normal operating procedures.

Implementation of a declaration by the Board of Supervisors of financial exigency shall be developed with the understanding that action taken will be consistent with the basic mission of the University to provide the best possible education, research and public service.

C. Implementation of Declaration of Financial Exigency

Upon a declaration of financial exigency by the Board of Supervisors, the Chancellor at each institution or, for LSU, the President's designee, after consultation with faculty and staff, and approval by the President, shall determine whether furloughs, layoffs or terminations are required and which employees will be affected. This determination shall be made in accordance with procedures established by the President, which will give primary consideration to the maintenance of a sound and balanced educational program that is consistent with the functions and responsibilities of the institution.

Faculty and other employees under contract who are furloughed, laid off, or terminated before the end of their contract terms for reasons of financial exigency shall, whenever possible, be notified at least ninety (90) days in advance of the date of the furlough, layoff, or termination. The notice of furlough, layoff, or termination shall be delivered personally or by certified mail, with return receipt requested. Notice shall be complete upon delivery or mailing. This notice shall include, in writing, a statement of the conditions requiring furlough, layoff, or termination, a general description of procedures followed in making the decision and a statement of the employee's right to respond orally and in writing to a designated official or committee of the institution and to review by the Chancellor or, for LSU, the President's designee within the time specified in the notice as to the reasons for the furlough, layoff, or termination. The employee(s) shall also have the right, upon written request within twenty (20) days from the date of notification of the final decision of the Chancellor or, for LSU, the President's designee, to apply in writing to the President for a review of the decision.

The term "furlough" as used in this policy, is defined as temporary leave without pay for any employee, including tenured faculty members or non-tenured faculty or other contracted employees, before the end of their contract term. The term "layoff," as used in this policy, is defined as the temporary dismissal of any employee, including tenured faculty members or non-tenured faculty or other contracted employees, before the end of their contract term. Layoffs may lead to eventual termination. Layoffs or terminations may occur within an academic unit or other unit of an institution without a net loss of faculty members or other personnel at the institution; that is, layoffs or terminations in some academic or other units may occur with simultaneous authorization of new positions for different duties in academic or other units, depending upon the needs of such units.

D. Approval Required

Anything in the regulations of the LSU Board of Supervisors to the contrary notwithstanding, if the Board of Supervisors declares financial exigency, either at an institution, within an academic or other unit of an institution, or in the University, as provided in section (b) above, program modifications or discontinuances recommended by the institution and approved by the President must be approved by the Board of Supervisors. With respect to the implementation of such program modifications or discontinuances upon a declaration of financial exigency, decisions with respect to furlough, layoff, or termination of any tenured faculty, non-tenured faculty, or other contract employee before the end of their contract term must be approved by the Chancellor or, for LSU, the President's designee and the President, and the decisions are final upon approval of the President. Review of such decisions by the Board of Supervisors is at its sole discretion.

E. Termination of Financial Exigency

Financial Exigency shall terminate at the end of the fiscal year in which it was declared.

ARTICLE VI. GIFTS AND GRANTS

Section 1. Conditions of Acceptance

The Board stands ready to receive in the name of the University:

- a. Memorials, such as buildings, laboratories, or other facilities, to be placed on the campus either for beautification or for practical service and memorials in land which extend the boundaries of the campuses or other facilities.
- b. Gifts for instruction or research.
- c. Gifts for scholarships, fellowships, or student loan funds.
- d. Other gifts for special purposes (e.g., library) which will enrich the life of the University and its students.

However, the Board shall be the final authority in the determination as to whether the freedom and functions of the University and its responsibilities to the public are curtailed by the terms of any gifts.

Instruction and research are so inseparable and essential to the highest efficiency of a university that the University looks with favor upon acceptable proposals for research and related contracts with State and Federal agencies and with private individuals and corporations.

Section 2. Commercial Testing

When the gift or grant proposed by a private individual or corporation for research or other educational function has a direct bearing upon the business of the donor, or is a routine job deemed to be without educational or research value, then it becomes essential that the proposal be considered in the light of the public interest, the relationship to the efficiency of, and the probable cost to the University.

In determining whether to undertake for an individual or private concern commercial testing or special research having a direct bearing upon the business of the individual or corporation, the University will give special consideration to the following:

- a. Whether the problem has industry-wide implications;
- b. Whether the problem will contribute to the professional development of its faculty and students;
- c. Whether the problem will interfere in any material way with the obligations and responsibilities of the University;
- d. Whether the donor is willing to grant full publication rights after termination of each research phase of the problem.

Section 3. Payment for Indirect Costs

When the University undertakes such cooperative research, the extent of indirect cost to be assessed for use of facilities shall depend upon the extent that the University determines its instructional and research programs are enriched or its responsibilities to the people are fulfilled by acceptance of the gift.

The University makes a distinction between grants which are made by established federal agencies and foundations, in support of research which has been proposed by one or more faculty members, and for which money is received essentially as a grant-in-aid, on the one hand, and payments for contract research on the other, in which the direction taken by research is determined by the desires of outside persons or agencies.

Section 4. Protection of Public Interest

In general, all results of experimental work, including patentable discoveries, carried on by or under the direction of the faculty of the University belong to the University and to the public and shall be used and controlled to produce the greatest benefit to the public. If patentable discoveries grow out of the investigation and such discoveries have commercial value, the grantor shall receive preferential consideration as a prospective licensee with a view to compensating in part the grantor for the assistance rendered in the investigations.

Grants may be received on the condition that rights to patentable discoveries will be in the name of grantor but only when the acceptance of the gift has advantages to the University and to the people of the State of Louisiana which outweigh the rights thus relinquished.

Section 5. Use of Name of the University

In no event shall gifts and grants be received with the understanding that the name of the University or any of its components may be used in any advertisement without the express written permission of the University.

Section 6. Use of University Facilities for Private Gain

It shall be understood that no member of the faculty or staff may use University facilities in conducting research for private gain.

ARTICLE VII. INTELLECTUAL PROPERTY

Section 1. General Policy

The University encourages and expects its personnel to engage in creative, scholarly activities as part of their duties. All University Personnel are required to disclose to the appropriate campus officer, at an early date, any discoveries, inventions, and works potentially subject to legal protection under patent, copyright, or other law. The inventor, the inventor's department, and the inventor's campus gain prestige, and in some cases financial benefits, from commercializing an invention or discovery. Such commercialization is consistent with, and complementary to, the University's academic mission; through such activities, the University provides new benefits to the public and enhances economic development.

Section 2. Definitions

- A.** "**LSU Invention**" shall mean an invention or discovery that is either conceived, created, designed, developed, conducted or first reduced to practice, in whole or in part, during activities that: **(1)** are carried on by, or under the direction of, LSU Personnel, regardless of when or where conception or reduction to practice occurs; **or (2)** are supported by funds under the control of the University; **or (3)** are performed with the use of University facilities, equipment, or supplies. The term "**LSU Invention**" shall also include any patent application or issued patent containing at least one claim reading on such an invention or discovery. As a limited exception, the following shall not be considered an "**LSU Invention**": an invention or discovery that is wholly conceived and wholly first actually reduced to practice during activities that: **(1)** occur during the personal, off-duty time of all involved LSU Personnel; **and (2)** are not supported by funds under the control of the University; **and (3)** are not performed with the use of University facilities, equipment, or supplies; **and (4)** are unrelated to any current or past field or area of expertise, responsibility, or employment of any involved LSU Personnel.
- B.** "**LSU Work**" shall mean any original work of authorship that is fixed in any tangible medium of expression, and that is created or produced during an activity that is supported by the University, in whole or in part. The term "**LSU Work**" shall also include any copyright or other legal rights derived from such a work. The support by the University may, for example, take the form of financial support, use of facilities, use of supplies, payment of salary, the consideration provided in a particular contract, or otherwise. "**LSU Work**" shall not, however, include any work deemed to be LSU Software.

- C. **"LSU Software"** shall mean any software created or developed, in whole or in part, during activities that: **(1)** are carried on by, or under the direction of, LSU Personnel, regardless of when or where the creation or development occurs; **or (2)** are supported by funds under the control of the University; **or (3)** are performed with the use of University facilities, equipment, or supplies. The term **"LSU Software"** shall also include any source code pertaining to such software; any copyright derived from such software; any patent application or issued patent containing at least one claim reading on such software, or having at least one claim reading on a process or apparatus incorporating such software; and any other legal rights derived from such software.
- D. **LSU Digital Media** is a collective term that encompasses all LSU Software, as well as some LSU Works. All LSU Software is considered **"LSU Digital Media."** An LSU Work is considered **"LSU Digital Media"** if it is fixed in a tangible digital medium (including, by way of example, a magnetic tape, a floppy disk, a hard disk, a compact disk, a digital video disk/digital versatile disk/DVD, or an Internet website) that is intended to be used by third parties in digital form or that is intended to be distributed in digital form to third parties for consideration. An LSU Work that is transmitted to a publisher in digital form at the request of the publisher or for the convenience of the author or publisher, but that will not be distributed by the publisher to third parties in digital form (e.g., a conventional printed book whose text is prepared on a word processor) is not considered **"LSU Digital Media."** However, any digital media that otherwise satisfies the above definition, and that is intended to be distributed to third parties with a printed book (for example, a compact disk read-only-memory packaged with a book) is considered **"LSU Digital Media."** An LSU Work that is published electronically as part of a peer-reviewed scholarly journal on the Internet shall not be considered **"LSU Digital Media."** Some **"LSU Digital Media"** will be treated as LSU Works, and some **"LSU Digital Media"** will be treated as LSU Software, as provided in greater detail in Section 7-7(b).
- E. **"LSU Database"** shall mean a digital database that has commercial value, or that reasonably may be considered to have potential commercial value, regardless of whether the database is the subject of copyright, where the database is created or developed, in whole or in part, during activities that are: **(1)** carried on by, or under the direction of, LSU Personnel, regardless of when or where the creation or development occurs; **or (2)** supported by funds under the control of the University; **or (3)** conceived, created, designed, developed, or conducted with the use of University facilities, equipment, or supplies. The term **"LSU Database"** shall also include any source code pertaining to such database; any copyright derived from such database; any patent application or issued patent containing at least one claim reading on such database, or having at least one claim reading on a process or apparatus incorporating such database; and any other legal rights derived from such database, including by way of example any statutory legal protection for a database, whether the statute is enacted before or after the provisions of these *Bylaws* concerning LSU Databases take effect.
- F. **"LSU Mark"** shall mean any trade name, trademark, service mark, design, or trade dress: **(1)** that is associated with the University, or with any campus or other part of the University; **or (2)** that is created or produced during an activity that is supported by the University, in whole or in part; **or (3)** that is created or produced by LSU Personnel and is associated with any other LSU Intellectual Property. The term "LSU Mark" shall also include any goodwill associated with any such mark, and any registrations or other legal rights derived from such a mark.
- G. **"Other LSU Intellectual Property"** shall mean any intellectual property, other than an LSU Invention, LSU Work, LSU Software, LSU Digital Media, LSU Database, or LSU Mark, where the events giving rise to the creation of that intellectual property are supported by the University in whole or in part. By way of illustration only, such **"Other LSU Intellectual Property"** may include plant variety protection applications or certificates; semiconductor mask works; trade secrets; know how; and tangible research property (e.g., semiconductor chips, software, biological organisms, prototypes, drawings, original research records, notebooks, data, and other corporeal property that can be physically or electronically

distributed). In interpreting this paragraph, the principles of paragraphs (a) through (f) above shall apply by analogy where appropriate.

- H.** "**LSU Intellectual Property**" shall mean, collectively, any LSU Invention, LSU Work, LSU Software, LSU Digital Media, LSU Database, LSU Mark, or Other LSU Intellectual Property.
- I.** "**Course Materials**" shall mean any copyrights in underlying educational materials or course content used in the *bona fide* teaching or instruction of a regularly scheduled course for credit offered by the University, to the extent that an author of those materials, himself or herself, uses those materials in teaching the course; including portions, subsets, drafts, revisions, updates, versions, and instructional components of such materials; whether printed, digital, Internet based, CD/DVD-based, audio- or video-based, or otherwise. "**Course Materials**" may include copyrights in items that would otherwise constitute LSU Works, LSU Software, or LSU Digital Media. "**Course Materials**" shall not, however, include rights in any patent, patent application, LSU Database, LSU Mark, or LSU Invention. "**Course Materials**" shall not include any rights that are derived from a co-author who is not also directly involved in the teaching or instruction of a regularly scheduled course for credit at the University using those materials.
- J.** "**Distributable Royalties**" shall mean any consideration, whether in the form of money, corporate stock or other equity in a business organization, or any other thing of value, actually received by and in the control of the University pursuant to an authorized agreement granting any rights in any LSU Intellectual Property, after deduction of the University's legal, professional and patent expenses directly expended in support of and allocable to that LSU Intellectual Property, except that "Distributable Royalties" shall **not** include:
1. Any such consideration received by the University in reimbursement of or allocated for direct, out-of-pocket expenses paid or owed by the University to third parties which are directly allocable to the LSU Intellectual Property for which the consideration is received, such as expenses for past, present, or future attorney fees and other legal expenses, and amounts paid to outside contractors, regardless of whether the authorized agreement expressly provides for such reimbursement; provided that such expenses shall not include any internal expenses of the University, such as salaries, administrative overhead, building rent, equipment purchases, and similar expenses;
 2. Any consideration deemed a Research Grant or deemed as Litigation Proceeds, as defined herein; and
 3. Any amounts received by the University that are attributable to an LSU Mark.
- K.** "**Research Grant**" shall mean (for purposes of this Section 7 of the *Regulations of the Board*) any consideration received by the University under an authorized sponsored research agreement that, along with any other provisions, grants another party any rights in any LSU Intellectual Property, where the University's disposition of that consideration is restricted by that contract to use for conducting research.
- L.** "**Litigation Proceeds**" shall mean any money or other property received by the University as a result of any resolution of a dispute over another's use, infringement, or licensing of any LSU Intellectual Property, whether received by way of judgment, arbitration, or settlement -- and in the case of a settlement, regardless of whether any arbitration or lawsuit has been instituted.
- M.** "**University**" shall mean the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, including all of its campuses, centers, institutions, facilities, and other property.
- N.** "**LSU Personnel**" shall mean all University Supervisors, Officers, Faculty, Staff, Research Associates, Postdoctoral Fellows, Instructors, Graduate Students, and other employees of the University, whether part-time or full-time. "**LSU Personnel**" shall include, for example:

(1) faculty or other LSU Personnel who are on nine-month appointments, who shall be considered “**LSU Personnel**” throughout the calendar year for purposes of this Section 7 of the *Bylaws*, (2) visiting faculty, and (3) adjunct faculty, emeritus faculty, and University undergraduate and professional students employed by the University when those persons act within the course and scope of their employment by the University. “**LSU Personnel**” shall not include adjunct faculty and University undergraduate and professional students when those individuals are not acting as employees of the University.

Section 3. Ownership and Management of LSU Intellectual Property

A. Right to Own and Manage LSU Intellectual Property

1. The University holds all right, title, and interest to all LSU Intellectual Property in all countries. LSU Personnel shall execute any formal assignments to the University of all right, title, and interest to any LSU Intellectual Property, and shall execute such other documents and perform such other lawful acts (at no out-of-pocket expense to the LSU Personnel) as may be requested by the University fully to secure the University’s interest in LSU Intellectual Property.
2. As owner of LSU Intellectual Property, the University may manage, license, patent, register, sell, abandon, or otherwise dispose of any LSU Intellectual Property as the University in its discretion sees fit, including but not limited to all decisions concerning potential financial benefits to be derived from any LSU Intellectual Property.
3. Only the University, acting through the procedures set forth in this Section 7, has the authority to enter into any agreement relating to LSU Intellectual Property. Any purported assignment, transfer, license, assertion of ownership, or other disposition of LSU Intellectual Property by the inventor(s) or author(s), without the prior written approval of a University official authorized pursuant to these *Regulations*, is void and will not be recognized by the University -- including, by way of example and not limitation, any such purported assignment or other disposition in a consulting agreement, research agreement, material transfer agreement, or confidentiality agreement.
4. If the University elects not to manage, license, patent, register, sell, or otherwise dispose of any item of LSU Intellectual Property, then on written request from the affected inventor(s) or author(s), in the University’s sole discretion, the University may, with any required concurrence from a research sponsor, by written agreement with the respective inventor(s) or author(s), relinquish and assign that item to the inventor(s) or author(s), subject to such conditions as the parties find mutually agreeable and to such conditions as may be required by a research sponsor.

B. Each Chancellor or, for LSU, the President shall establish policies and procedures for, and identify employees or positions responsible for, the management of LSU Intellectual Property on that campus. Each campus shall be responsible for compliance with all procedures and obligations under the federal Bayh-Dole Act (PL 96-517) or any other applicable laws, regulations, agreements or contracts with respect to the management of LSU Intellectual Property.

C. 1. In exceptional circumstances, the University may waive its rights to certain items that would otherwise be LSU Intellectual Property, in favor of an outside employer of one or

more LSU Personnel, if the University expressly approves in writing and in advance a valid consulting agreement between that employer and the LSU Personnel, and if the consulting agreement expressly states in writing that such items shall become the property of that employer, and if the consulting agreement and all activities conducted under the consulting agreement are in full compliance with the Code of Governmental Ethics and all pertinent rules and regulations of the University. Any such waiver may only be made in writing by the Chancellor or, for LSU, the President or the President's designee (or the President, if PM-11 or PM-67 require approval by the President of the related consulting agreement), which authority may not be further delegated, based on a written finding setting forth the reasons that such a waiver is in the best interests of the University.

2. The University will ordinarily grant to a non-governmental sponsor of funded research at the University an exclusive right, for a limited period of time, to negotiate with the University for a royalty-bearing license under inventions that may result from the funded research, under mutually agreeable terms. Royalty rates or other consideration to be paid for a licensed invention will not ordinarily be determined before the invention has been made, except where justified in writing, in light of exceptional circumstances, to be in the best interests of the University.

B. Restrictions on Publication

1. Nothing in this Section 7 shall be construed to prohibit or restrict LSU Personnel from publishing in academic channels any material that the University and those Personnel are otherwise free to publish. LSU Personnel are cautioned that early publication can destroy or impair the legal protection that might otherwise be available for intellectual property, and where appropriate are advised to consult with their campus technology transfer officers well before the first planned publication to discuss this question further.
2. As a matter of policy, the University shall not normally accept restrictions or prohibitions on publications, other than a requirement for delaying publication for a reasonable period of time, from research sponsors and intellectual property licensees. Before the University can consent to any such restrictions on publication, both of the following conditions must be satisfied and documented: (1) the restrictions are tailored to be the least restrictive conditions which will satisfy the legitimate concerns of the sponsor or licensee, and (2) all LSU Personnel likely to be affected by the proposed restrictions have consented to the restrictions.

Section 4. Allocation of Distributable Royalties

A. Distribution to Inventor or Author

1. Forty percent (40%) of all Distributable Royalties as defined in Section 7-2(j) shall be paid or transferred to the respective inventors or authors within thirty days of receipt by the University, unless a different schedule is otherwise agreed in writing by the University and the inventor(s) or author(s).
2. For as long as the University receives such Distributable Royalties, payment of this allocation of Distributable Royalties shall continue to the respective inventors or authors, regardless of whether they continue employment at the University, or to their heirs, as applicable.
3. Provided, however, that the Chancellor of the appropriate campus (or campuses) or, for LSU, the President or the President's designee may direct that no part (or a reduced part) of Distributable Royalties shall be paid or transferred to the inventors where those Distributable Royalties are attributable to one or more Plant Patents or Plant Variety Protection Certificates.

4. Further provided, that upon the written request of any inventor or author, all or part of that inventor's or author's share of Distributable Royalties may be (1) retained by the University to support research under the direction of that inventor or author, or (2) paid to any other LSU Personnel who made a non-inventive contribution to the LSU Intellectual Property, according to a written agreement. Assessing and managing any personal tax implications of any such requests shall be the sole responsibility of the inventor or author.
5. In recognition of the administrative costs that are associated with distributing small Distributable Royalty payments, the following procedures shall be used where applicable. At any time when the cumulative total of undistributed Distributable Royalty payments received on account of a particular license of LSU Intellectual Property in a given fiscal year is less than \$250, the Distributable Royalties for that license shall not be distributed as otherwise provided, but shall instead be held by the University until the end of the current fiscal year. If, at any time during that fiscal year, the cumulative undistributed total reaches \$250, then the accumulated Distributable Royalties shall at that time be distributed as otherwise provided herein.

B. Distribution to the Office of the President, the LSU LIFT Fund and the Campus

1. Five percent (5%) of all Distributable Royalties shall be allocated to the Office of the President.
2. Five percent (5%) of all Distributable Royalties shall be allocated to the *LSU LIFT (Leveraging Innovation for Technology Transfer) Fund* in the Office of the President for support of proof-of-concept grants to faculty at any University institution in furtherance of commercial development of inventions.
3. Fifty percent (50%) of all Distributable Royalties shall be allocated within the appropriate campus as directed by the Chancellor of that campus or, for LSU, the President or his designee.
4. None of the allocation of Distributable Royalties to either the Office of the President or to the campus may be allocated directly to any individual.
5. In accord with the University's obligations under the federal Bayh-Dole Act and with the University's commitment to investing in its researchers and advancing discoveries to benefit the public, all allocations of Distributable Royalties to the Office of the President, to the LSU LIFT Fund or to a campus will be used only in further support of scientific research, education and commercialization activities.

C. Distribution and Management of Equity

1. Corporate stock or other equity shares within Distributable Royalties which comprises the inventor's allocation as described above shall be transferred to the respective authors or inventors as soon as reasonably practicable after the University is legally able to transfer title to such equity, and until that time the University shall be the sole owner of such equity. The University shall have no liability in the event the value of such equity changes before it is distributed to the inventors or authors.
2. All stock or other equity owned by the University as its portion of Distributable Royalties shall be managed and disposed of by the President, in consultation with the Chair and Chair-Elect. The President shall have the authority to perform all acts that a stockholder or

other equity holder lawfully may perform under applicable law. The President or his designee shall regularly review all equity that the University has acquired as its portion of Distributable Royalties, to decide when it should be held and when it should be sold or otherwise transferred. The President is authorized to confer with one or more financial professionals in reaching these decisions, and to rely on the advice of such professionals in making these decisions. The President shall notify the affected campus(es) prior to selling stock or other equity, except where exigent circumstances prevent prior notice.

3. To avoid potential conflicts of interest, the appearance of conflicts of interest, and potential liability:
 - a. No LSU Personnel shall act as an officer, director, manager, or the like in any business entity in which the University acquires stock or other equity under this Section 7; except that where the pertinent contract granting the business entity rights in LSU Intellectual Property has been approved under the provisions of the University's Permanent Memorandum 67, the affected inventor(s) or author(s) may hold such managerial roles in the business entity in their personal capacities, but not as representatives of the University; and
 - b. The University shall not otherwise attempt to influence the management or operation of any such business entity in which the University owns equity. Exercising any voting rights associated with equity owned by the University shall not be considered to be prohibited by this subsection. In exceptional circumstances, the President, after consultation with the Board Chair and Chair-elect, may authorize a departure from this requirement; upon a written finding that doing so will be in the best interests of the University.
4. Any equity owned by the University as its portion of Distributable Royalties shall not be further distributed within the University, but instead shall be managed by the President. Any cash benefits received by the University arising from such equity ownership (for example, cash dividends, or proceeds from the sale of the equity) shall be distributed within the University in the same relative proportions as other Distributable Royalties; except that the inventor(s) shall receive no portion of any such cash, because the inventor(s) will ordinarily have already received 40% of the equity originally received by the University under Section 7-4(b)(1).

D. Distributions Involving Multiple Parties

1. Distribution to Multiple Inventors or Authors. When more than one inventor or author is entitled to share in Distributable Royalties, the inventors or authors as a group shall receive the forty percent of Distributable Royalties specified above, and the allocation of Distributable Royalties among those individuals will be determined as follows. That inventor's share of Distributable Royalties shall be distributed equally among the inventors or authors unless either: **(i)** all affected inventors or authors unanimously agree in writing on a different distribution, **or (ii)** if the affected inventors or authors are unable to reach unanimous agreement on a different distribution, then in proportions and under procedures established by the President based upon the merits of the individual case. This allocation by the President shall be final and unappealable.
2. Distribution to Multiple Entities. Where more than one entity is entitled to share in Distributable Royalties, the allocation of Distributable Royalties will be determined as follows:
 - a. By contract, negotiation, litigation or otherwise, the University and any party not affiliated with the University shall resolve any apportionment between the University and that other party. Only the University's part of this apportionment shall be considered Distributable Royalties.

- b. In the absence of any agreement by the University to the contrary, each unique invention, related patent, patent application or other form of uniquely identifiable intellectual property associated with a particular license which generates Distributable Royalties will be presumed to have contributed equally to those Distributable Royalties.
- c. The respective contributions to Distributable Royalties from different departments or campuses will be presumed to be the sum of the contributions for the inventors associated with each department or campus. If one inventor has appointments with more than one department or campus, each such department or campus will be deemed to participate equally in the departmental or campus contribution to Distributable Royalties associated with that inventor, unless the invention clearly resulted from work done in association with only one department or campus.
- d. The unique circumstances of individual cases involving multiple entities may require an unequal distribution of Distributable Royalties. Deviation from the equal distribution provided for in subsections (b) or (c), above, may be made either: **(i)** by unanimous written consent of all affected entities, **or (ii)** if the affected entities are unable to reach unanimous agreement on a different distribution, then in proportions and under procedures established by the Chancellor, or, for LSU or if more than one campus is involved, by the President, based upon the merits of the individual case. This determination shall be final and unappealable.

E. Distributions in Special Circumstances

- 1. A Research Grant shall be administered by the University in accordance with the terms of the contract establishing the Research Grant, and in accordance with any applicable laws, rules, and regulations. Authors and inventors shall not be entitled to any portion of a Research Grant, except in some cases for that portion of a salary that is customarily paid from such a source, and then only in accordance with the terms of the contract establishing the Research Grant.
- 2. Litigation Proceeds shall be administered and distributed as follows. That unit of the University which funds expenses related to litigation or other means of dispute resolution related to LSU Intellectual Property first shall be entitled to recover double its legal and other associated expenses, before any other distribution of Litigation Proceeds. After such recovery of double expenses, any excess Litigation Proceeds shall be treated as Distributable Royalties and allocated accordingly.
- 3. If the University directly sells research materials (not including agricultural products) to third parties, in greater than nominal quantities and for more than a nominal charge; **and** if those research materials incorporate an LSU Invention (patented or unpatented) that is not in the public domain at the time (for example cell lines or laboratory animals that are not otherwise publicly available), **and** if the University therefore has no agreement with a third party as to royalties attributable to the LSU Invention; then in such a case the University and the inventors shall agree in writing as to a reasonable royalty rate to be imputed to net sales of the research materials. The agreed-upon royalty rate and any proceeds arising therefrom will be treated thereafter as Distributable Royalties for all purposes.
- 4. Activity conducted by the University for educational, research, or non-commercial purposes shall not give rise to any "Distributable Royalties."

Section 5. General Requirements for Licenses and Other Agreements

- A. As a matter of policy, the University will not license or otherwise encumber rights in future LSU Intellectual Property whose conception is not complete as of the date the license or other encumbrance is executed; except for the strictly limited rights that may be granted to a sponsor of funded research respecting inventions resulting from the funded research, as provided in greater detail in Section 7-3(c)(2).
- B. As a matter of policy, the University shall require that each licensee of rights in LSU Intellectual Property may not *assign* or *transfer* the licensed rights without the University's express prior written approval, which the University may agree, in its sole discretion, not to unreasonable withhold. Further, the University shall require that a licensee may *sublicense* the licensed rights in LSU Intellectual Property only if (i) the sublicense agreement includes express provisions requiring the sublicensee to abide by the terms of the license between the University and the licensee, (ii) the sublicense agreement specifies that no sublicensee shall issue any further sublicenses without the express written consent of the University, and (iii) the licensee agrees to provide the University with copies of each sublicense, and all subsequent amendments thereto, within a reasonable time period from date of execution of such documents.
- C. As a matter of policy, the University shall require each licensee of LSU Intellectual Property, and ordinarily each sublicensee, to obtain reasonable levels of liability insurance or to have adequately capitalized self-insurance, in an amount to be included in the license or other agreement and to be determined in view of the reasonably perceived risks presented by the particular technology being licensed. This insurance coverage shall commence no later than the date when the first commercial sale under the license is made, or the date of the first clinical trials of a human drug or medical device, whichever is earlier, and shall continue in effect until the expiration of all applicable periods of prescription or statutes of limitation. The University shall be named as an additional insured in each such insurance policy. On a case-by-case basis, after reviewing all pertinent facts, the requirement of liability insurance may be waived where the University assigns all rights in LSU Intellectual Property to another party, with the University retaining no residual rights or residual share of royalties; except that in such a case the University may retain a nonexclusive right to practice the assigned intellectual property right for experimental, educational, or noncommercial purposes.
- D. As a matter of policy, the University shall require that each licensee and assignee, and ordinarily each sublicensee, of LSU Intellectual Property shall indemnify the University against claims and lawsuits arising as a result of activities related to the licensed or assigned intellectual property, whether the claim or lawsuit arises under tort law, products liability law, intellectual property law, or otherwise, the indemnity to include reasonable costs of litigation and attorneys' fees.
- E. As a matter of policy, the University does not ordinarily permit brokerage of LSU Intellectual Property. Rather, the University expects its licensees to be directly active in developing and commercializing licensed LSU Intellectual Property. Exceptions to this policy will be permitted only upon the written authorization of the Chancellor or, for LSU, the President or his designee upon a written finding that exceptional circumstances exist such that brokerage of a particular LSU Intellectual Property is in the University's best interests.
- F. In circumstances where the University assigns or waives certain intellectual property rights in favor of the authors or inventors, whether under Section 7-3(a)(4), Section 7-7.a, or otherwise, then, unless there is an authorized written agreement by the University that expressly provides otherwise, in each such case the assignment or waiver shall be without representation or warranty from the University of any kind, including no warranty or representation as to validity; scope; enforceability; inventorship; authorship; title; or absence of infringement of third party patents, copyrights, trademarks, or other third party rights. As examples: **(1)** In such a case it shall be an author's sole responsibility to obtain any necessary copyright clearances from third parties; and **(2)** In such a case it shall be an

inventor's sole responsibility to obtain any necessary patent licenses from third parties. Furthermore, authors and inventors in such cases are cautioned that the waiver or assignment of such intellectual property rights by the University does not include the right to use any LSU Mark.

- G.** Except as otherwise expressly provided herein, any substantial deviation from the general policy requirements set forth in this Section 7-5 must be approved by the President, upon a written recommendation from the Chancellor which documents that the deviation is in the best interests of the University and is adequate to protect the University's interests.

Section 6. Uniform Process for Managing Technology Transfer at the University

Except as otherwise provided in the Bylaws, and notwithstanding any other provisions of these Regulations, all purchases, sales, transfers, assignments, or licenses (collectively, "Commercialization") of LSU Intellectual Property made by any campus or institution of the University shall be conducted in accordance with the following uniform process.

A. Presidential Approval of License Agreements

License agreements shall require approval and execution by the President, which authority may be further delegated at the discretion of the President, pursuant to Article VII, Section 8.B.2 of the Bylaws, as is deemed to be in the best interests of the University.

B. Standard Forms, Reporting, and Procedures

1. Standard templates for the commercialization of LSU Intellectual Property have been developed and may continue to be developed and refined through use. Each campus or institution shall use these templates in all transactions related to the commercialization of LSU Intellectual Property and shall justify deviations from the template as necessary.
2. Actions related to the Commercialization of LSU Intellectual Property shall be reported to the President and the Board, in a format, on a timeframe, and with information prescribed by the President after consultation with the Board. Such reporting requirements may be fulfilled by any such entity as is designated to manage that activity.
3. All license agreements submitted by a campus for approval and execution by the President or his designee shall be accompanied by a certification from appropriate campus officials and a checklist which provides:
 - a. a description of any potential conflicts of interest and a certification that all applicable disclosure forms required by any University policy have been executed, or a certification that no such potential conflicts are known to exist; and
 - b. a description of the due diligence performed to evaluate the commercial potential of the LSU Intellectual Property which is the subject of the proposed agreement; and
 - c. a description of the due diligence activities performed to evaluate the proposed licensee; and
 - d. a description of any significant deviations from the standard template agreements and justification for such changes.

Section 7. LSU Works, LSU Software, LSU Databases, LSU Digital Media, and Course Materials

The various provisions of Sections 7-3 through 7-6 shall apply to LSU Works, LSU Software, LSU Databases, and LSU Digital Media. In addition, the provisions of this Section 7-7 shall also apply to LSU Works, LSU Software, LSU Databases, and LSU Digital Media, but not to other forms of LSU Intellectual Property. This Section 7-7 shall also apply to Course Materials.

- A.** Notwithstanding the provisions of Section 7-3(a) above, the University releases to the respective author(s) all of the University's interest in any copyright to a book, article, lecture, thesis, dissertation, other literary work, work of art, Course Material, or musical composition that would otherwise be an LSU Work; except that the University's interest shall not be so released: **(i)** if the University publishes the work itself; **or (ii)** if the University publishes or produces a derivative work based on that work, where the derivative work is an audio, video, or digital production or broadcast, including by way of example video recordings of lectures, other recordings of lectures, distance learning activities, or other course-related activities; **or (iii)** if the University is required to deliver the work to a third party under a research contract or other contract between the University and the third party. This release of certain rights to the author(s) does not apply to LSU Software or to LSU Databases. The University reserves a nonexclusive, paid-up, royalty-free right to distribute copies of Course Materials, theses and dissertations, both internally and to third parties, whether by electronic means, microfilm, or otherwise.

The release of rights to Course Materials only applies to the extent that an author or co-author himself or herself uses those materials in the *bona fide* teaching or instruction of a regularly scheduled course for credit at the University, and does not extend to rights that are derived from a co-author who is not involved in the teaching or instruction of a regularly scheduled course for credit at the University. The release of rights to Course Materials may include copyrights in items that would otherwise constitute LSU Works, LSU Software, or LSU Digital Media; such a release does not, however, include rights in any patent, patent application, LSU Database, LSU Mark, or LSU Invention.

- B.** Prior to submitting any LSU Digital Media to an entity outside the University, the author(s) shall first submit a disclosure of the LSU Digital Media to an office or committee on the author(s)' campus to be appointed by the Chancellor or the Chancellor's designee or, for LSU, the President or his designee. The disclosure shall include a detailed description of the proposed LSU Digital Media, a copy of the LSU Digital Media, or both, and shall also include a statement specifying what resources (Personnel, funds, equipment) were used to prepare the LSU Digital Media. The designated office or committee shall then determine, on a case-by-case basis, whether the LSU Digital Media shall be treated as an LSU Work or as LSU Software for purposes of these *Bylaws*, including whether or not an express, written release of copyright to the author(s) is appropriate by analogy to Section 7-7(a). In deciding this question, the office or committee shall consider such factors as whether the LSU Digital Media more closely resembles an electronic version of a traditional printed book, versus a work substantially enhanced with multimedia; the extent to which University resources and Personnel were used; the extent to which the resources and Personnel of an outside party such as a publisher were used; and any other factors that the committee or office considers relevant in reaching an equitable decision.
- C.** If the University publishes an LSU Work or LSU Database itself, or if the University directly provides others access to an LSU Work or LSU Database in exchange for consideration received directly by the University, and if the University therefore has no agreement with a third party concerning royalties attributable to the LSU Work or LSU Database, then twelve-and-one-half percent (12.5%) of the net sales attributable to the LSU Work or LSU Database shall be treated as Distributable Royalties for all purposes. For example, the respective author or authors (as a group) shall be entitled to receive a total of $40\% \times 12.5\% = 5.0\%$ (five percent) of such net sales as the authors' portion of Distributable Royalties.
- D.** If an LSU Work, LSU Database, LSU Digital Media, or Course Material is used by the University as part of course instruction, including without limitation Course Materials posted on the Internet and Course Materials used in distance learning, then the author(s) of the LSU Work, LSU Database, LSU Digital Media, or Course Material shall not be entitled to receive any portion of any tuition, fees, or other amounts received by the University on account of that course, regardless of whether an author is substantively involved in the teaching of that course. The University shall be free to use the LSU Work, LSU Database, LSU Digital Media, or Course Material as part of the course instruction in the University's discretion. By contrast, if the University should receive any royalties on account of an LSU

Work, LSU Database, or LSU Digital Media -- for example, royalties for videotapes, audiotapes, or digital media licensed to a third party for distribution independently of the University course -- then those royalties will be treated as Distributable Royalties for purposes of Section 7-4 above.

Section 8. Confidential Materials

University and campus officials are authorized to protect the confidentiality of materials that are exempt from the Louisiana Public Records Law, pursuant to La. R.S. 44:4(16) or otherwise, to the full extent permitted by law. The President, the Chancellor, the technology transfer officer for each campus, and any other individual designated by the President or by the Chancellor, may certify in writing that particular materials that have been requested under the Public Records Law are subject to a particular statutory exemption under the Public Records Law.

Section 9. Miscellaneous

- A.** Nothing herein shall be construed to alter, amend, or in any way affect either PM-11 or PM-67, or the policies and procedures set forth therein, which are required by La. R.S. 42:1123(9) and (10).
- B.** In the event of any conflict between the provisions of this Section 7 and any other provisions of the *Regulations* of the Board of Supervisors or any Permanent Memorandum, the provisions of this Section 7 shall control.
- C.** Nothing herein creates any rights, procedural or substantive, in any third parties.

ARTICLE VIII. AFFILIATED ORGANIZATIONS

Section 1. Relationship to the University

Private support organizations can enhance the programs, facilities, and research and educational opportunities offered by institutions of higher education. The Board promotes the activities of alumni associations, foundations, and other private, nonprofit organizations that raise private funds for the support of the various campuses in the University. A nonprofit corporation, whose principal purpose is to support one or more programs, facilities, or research or educational opportunities offered by public institutions of higher education, shall be a private entity provided that it meets the criteria enumerated in all applicable state and/or federal statutes.

Section 2. Alumni Organizations

All affiliated organizations, such as alumni associations, foundations, and other nonprofit groups, whose principal interest is to provide public support to enhance the programs, facilities, and research and educational opportunities offered by University campuses must be officially recognized by the Board. This official recognition requires compliance with University and Louisiana Board of Regents policies and all applicable state/federal statutes. All affiliated organizations seeking official recognition by the Board shall make application through the Office of the President. Such application shall include the necessary documentation to establish full compliance with all applicable policies and laws.

ARTICLE IX. REPEAL AND AMENDMENT TO REGULATIONS

Section 1. Repealing Clause

All rules, orders, regulations, and resolutions heretofore enacted or adopted by the Board which are in conflict with these **Regulations** are hereby repealed.

Section 2. Amendment

These **Regulations**, except as they include provisions specifically covered by the Statutes of the State of Louisiana and the **Bylaws** of this Board, may be amended by receiving an affirmative vote of a majority of the members of the Board after receiving recommendations of the appropriate committee of the Board.

Revised **October 4,**

~~2018~~**December 9, 2016**

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BOARD OF SUPERVISORS
LOUISIANA STATE UNIVERSITY

Effective ~~October 4, 2018~~ **December 9, 2016**

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1. Establishment. Each campus offering graduate work shall have a Graduate Council, which shall advise the Dean of the Graduate School in the administration of the academic affairs and policies of the Graduate School. Each campus shall formulate a policy regarding the operation of the Graduate Council, including membership, length of terms, and functions. 1

2. Approval. Each campus shall submit its policy and any subsequent amendments concerning the Graduate Council to the President for review and approval. Until such campus policies are approved, the existing provisions shall control. 2

1. Approval of other personnel actions shall follow the Personnel Action Approval Policy established by the President. 2

2. Authority to take all other personnel actions is hereby delegated by the Board to the President, who may further delegate such authority, under the Personnel Action Approval Policy, as he deems to be in the best interests of the University. 2

Quarterly reports will be developed and provided to the Board providing necessary information required to fulfill the Board's fiduciary and oversight responsibilities. 2

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REGULATIONS OF THE BOARD OF SUPERVISORS

ARTICLE I. ACADEMIC AND ADMINISTRATIVE ORGANIZATION. CHAPTER I

ACADEMIC AND ADMINISTRATIVE ORGANIZATION

Section 1. Section 1-1. Order of Communications and Reports.

The official recommendations and communications of any member of the academic or nonacademic staff shall be sent through channels to the appropriate officer. An administrative officer shall, when so requested, promptly transmit any such recommendations or communications, with the officer's own comments and recommendations thereon, to the next higher office.

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Section 2. Section 1-2. Academic Organizational Units.

1-2.1. The Faculty of the University.

A.

The faculty of the University shall consist of the faculties of the several campuses as defined below (Sec. ~~2B1-2.2~~). The President and the academic officers of the University shall be members of the University faculty and the former shall be its highest officer.

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1-2.2. The Faculties of the Several Campuses.

B.

a. Membership. Full-time members of the academic staff having the rank of Instructor or higher (or equivalent ranks¹) shall constitute the faculty of the campus on which they are appointed. The faculty may organize itself into a Faculty Council which shall include all full-time members of the faculty and members of the Administrative Council (see sec. 1-3.1). As a class, part-time members of the academic staff having the rank of Instructor or higher (or equivalent ranks) may be enfranchised to the degree deemed appropriate by the faculties of the several campuses. Members of the Administrative Council, not holding academic rank, shall be non-voting members of the Faculty Council.

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1.

¹See Section 2-6.

~~b.~~ **Duties.** The faculty or Faculty Council² shall establish curricula, fix standards of instruction, determine requirements for degrees, and generally determine educational policy, subject to the authority of the Board. Except as otherwise provided, each faculty shall establish its own educational policies. It shall, within the framework of the educational policy of the University, have legislative power over all matters pertaining to its own meetings and may delegate its own authority to an elected Senate and/or to standing committees, whose authority shall be limited to matters which are proper to the faculty and which have been specifically delegated by the faculty. It shall make recommendations for the granting of degrees through its respective colleges or schools not within a college.

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~~2.~~

~~c.~~ **Actions.** Any action of a faculty or Faculty Council which, in the judgment of the Chancellor, or of the President, is administrative or which seriously affects the interests of another faculty of the University or of the University itself, may be suspended by the President and such action shall be reported to the Board at its next meeting. All questions of jurisdiction among colleges, schools not within colleges, or divisions shall be determined by the Chancellor, or, for LSU or in inter-campus situations, by the President.

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~~3.~~

~~a.~~ Minutes of all actions taken by the faculties or Faculty Councils, together with appropriate recommendations of the major administrative officer concerned, shall be reported to the President. The President may then refer any such action on academic matters of general University concern to the appropriate council, or a committee thereof, for consideration.

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~~a.~~

~~4. d.~~ **Meetings.** Each faculty or Faculty Council shall meet at least once each academic year at the call of the President as chair or of the Chancellor of the campus or, for LSU, the President's designee, as vice-chair, or upon the written request of 50 members or 20 percent of the membership, whichever is the smaller number. At least five days notice of meeting shall be given. It shall be the prerogative of the President to preside; otherwise, the Chancellor of the campus or, for LSU, the President's designee, will preside.

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~~5. e.~~ **Quorum.** Not less than 25 percent of the membership of the faculty or Faculty Council shall be necessary to constitute a quorum, provided, however, that any faculty or Faculty Council (at a meeting at which a quorum of 25 percent of the members is present) may, by majority vote, establish a higher percentage of the membership as a quorum for future meetings.

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~~1-2.3.~~ **The Faculties of Colleges and Schools.**

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~~c.~~

~~1. a.~~ **Membership.** The faculty of each college or school not within a college, except the Graduate School, shall consist of all members of the academic staff having the rank of Instructor or higher (or equivalent rank) who are appointed full-time and a part of or all of whose current work is in that particular college or school. As a class, part-time members of the academic staff having the rank of Instructor or higher (or equivalent rank) may be enfranchised to the degree deemed appropriate by the faculty of the college.

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²The terms "faculty" and "Faculty Council" are used interchangeably in this Section (1-2-2).

2. ~~b.~~ **Duties.** The faculty of each college or school not within a college shall define and recommend degree programs for units under its jurisdiction. The faculty shall recommend candidates for degrees to be awarded by the college or school not within a college.

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3. ~~c.~~ **Meetings.** The dean of each college and the dean or director of each school not within a college shall call a faculty meeting when it seems advisable to do so, provided there be at least one meeting during each semester and summer term. The dean or director shall be required to call a faculty meeting upon the written request of one-fourth of the members of the faculty. At the time the faculty members are notified of a meeting, the Chancellor of the campus or, for LSU, the President and the chief academic officer shall receive the same notification.

4. ~~d.~~ **Quorum.** Not less than 25 percent of the membership of the faculty of a college or school not within a college shall be necessary to constitute a quorum, provided, however, that such faculty (at a meeting at which a quorum of 25 percent of the members of such faculty is present) may, by majority vote, establish a higher percentage of the membership as a quorum for future meetings.

D.1-2.4 — The Departmental Faculty.³

D.

1. a. Membership. The departmental faculty shall consist of all members of the academic staff of a department having the rank of Instructor or higher (or equivalent rank) who are appointed full-time for at least a one-year period and a part or all of whose work for the current year is in that particular department. As a class, part-time members of the academic staff having the rank of Instructor or higher (or equivalent rank) may be enfranchised to the degree deemed appropriate by the faculty of the department.

2. b. Duties. The departmental faculty shall have jurisdiction over matters concerning its educational policies insofar as these do not conflict with the policies of other departments, the rules and regulations of its own college or school, the campus, or the University.

3. c. Meetings. The Chair or head of the department shall call a meeting of the departmental faculty when it seems advisable to do so.

1-2.5 — The Graduate Faculty.

E.

a. University Graduate Division Faculty. The Graduate Faculty of the University shall consist of the graduate faculties of the several campuses. Election to the graduate faculty of one campus shall automatically mean election to the University Graduate Division Faculty.

1.

The principal officer of the Graduate Faculty of the University shall be the chief academic officer of the University, who shall preside over the Executive Graduate Council (Sec.1-2.6) as its chair.

2. b. Individual Campus Graduate Faculty. The Graduate Faculty on each campus shall consist of those members of the teaching, research, and extension faculties who have been so designated by the Chancellor upon the recommendation of the Graduate Council (Sec. 1-2.7) acting upon appropriate nominations. Such designation shall provide for classification of the Graduate Faculty as members or associate members according to their qualifications and experience.

3. c. Voting Powers. Voting power at faculty meetings is vested in the members on matters of educational policy, and in the members and associate members in recommending candidates for degrees.

F. Section 6. — Council of Chief Academic Officers.

The Council shall consist of the chief academic officer of the University, who shall serve as chair, and the chief academic officer of each major subdivision of the University. The Council shall act in an advisory capacity to the President in matters relating to academic standards, programs, and policies of the University.

G. Section 7. — The Executive Graduate Council.

There shall be an Executive Graduate Council of the University Graduate Division. It shall consist of:

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³Including faculties of schools within colleges.

1. a. The chief academic officer of the University, who shall serve as chair.

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2. b. The chief graduate officer for each campus.

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3. c. An appointed member of the graduate faculty from each campus of the University offering resident graduate work. These appointees shall be recommended to the President for appointment by the Chancellor of each campus or, for LSU, the President's designee after consultation with the chair of the Executive Graduate Council, in order to avoid a concentration of representation from any general subject area.

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4. d. A single member, representing those campuses not offering graduate work, appointed by the President.

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5. e. A single member-at-large of the Graduate faculty to be appointed from any campus of the University by the President.

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The member-at-large shall be appointed for two years and the members from individual campuses shall be appointed for staggered terms of three years.

The Executive Graduate Council shall coordinate all graduate work and approve new programs and degrees recommended by the several chancellors and their graduate councils for transmittal to the President for review before presentation to the Board.

1-2.6. THE EXECUTIVE GRADUATE COUNCIL. (See Bylaws, Article VII, Section 7.)

1-2.7. The Campus Graduate Council.

H.

a.1. Establishment. Each campus offering graduate work shall have a Graduate Council, which shall advise the Dean of the Graduate School in the administration of the academic affairs and policies of the Graduate School. Each campus shall formulate a policy regarding the operation of the Graduate Council, including membership, length of terms, and functions.

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b.2. Approval. Each campus shall submit its policy and any subsequent amendments concerning the Graduate Council to the President for review and approval. Until such campus policies are approved, the existing provisions shall control.

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Section 4-3. Administrative Units.

A. 4-3.1. The Administrative Council.

1. **a. Membership.** The Administrative Council shall be composed of the principal administrative officers of a campus (as designated by the Chancellors or, for LSU, the President); three members of the faculty of tenured rank elected annually for one-year terms by the faculty or a delegated body thereof; and such other persons as may be specifically designated by the Chancellor or, for LSU, the President.
2. **b. Duties.** The Administrative Council shall advise the Chancellor or, for LSU, the President in the administration of the affairs of that campus.
3. **c. Officers.** The Chancellor or, for LSU, the President or his designee shall be the chair of the Administrative Council on his campus, and shall appoint a secretary who shall keep minutes of all meetings and shall maintain a roll of the members of the Administrative Council.
4. **d. Time of Meeting.** The Administrative Council of each campus shall meet at the call of the Chancellor or, for LSU, the President or his designee. The President may, at his discretion, call upon and preside over any or all of the Administrative Councils of the University to advise him concerning the affairs of the University.

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1-3.2. Council of Academic Deans and Directors.

B.

The deans and directors of colleges, or of schools not within colleges, together with other academic officers of equivalent rank, responsible to the chief academic officer, shall constitute the Council of Academic Deans and Directors of a campus, and shall meet at the call of the chief academic officer as chair. The Council shall advise the chief academic officer in the administration of the academic affairs of the campus.

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1-3.3 The Athletic Council.

C.

1. **a. Establishment.** There shall be established an Athletic Council on campuses having organized athletic programs and participation in inter-collegiate competition. Each campus shall formulate a policy regarding the operation of the Athletic Council. This policy shall address membership, terms of office, voting and bylaws, and functions of the Council. This policy shall be in compliance with the rules and regulations of the appropriate athletic oversight organization.
2. **b. Approval.** Each campus shall submit its policy concerning the Athletic Council to the President for review and approval as well as any subsequent amendments to this policy.

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~~CHAPTER~~ **ARTICLE II. APPOINTMENTS, PROMOTIONS, AND TENURE.**

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APPOINTMENTS, PROMOTIONS, AND TENURE

Section 2-41. Classification of Employees, General-

Employees of the University are grouped as follows:

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a. Nonstudent Employees-

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A.

~~(1)~~ **Academic Employees,**

~~1.~~

~~(a)~~ **Faculty.** Full-time members of the academic staff on the various campuses with the rank of Instructor or above and equivalent ranks.

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~~(b)~~ **Other Academic.** Part-time members of the academic staff; members of the academic staff below the rank of Instructor or equivalent; and other personnel with academic responsibilities not holding faculty rank.

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~~(2)~~ **Nonacademic Employees,**

~~2.~~

~~(a)~~ **Unclassified.**

~~(i)~~ Administrative officers and professional staff, and positions specifically exempt from the classified service under Article X of the **Constitution** of the State of Louisiana.

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~~(ii)~~ Other positions exempt from the classified service by special action of the State of Louisiana, Department of Civil Service.

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~~(b)~~ **Classified.** All employees in positions covered by the provisions of the Civil Service System of the State of Louisiana.

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b. Student Employees-

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B.

~~1.~~ ~~(1)~~ **Graduate Assistants.** Full-time graduate students who are employed part-time for services supportive of the graduate education experience.

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~~2.~~ ~~(2)~~ **Students.** Those full-time undergraduate, graduate, and professional students who are employed on a part-time basis on the various campuses of the University and not classified as graduate assistants.

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~~3.~~ ~~(3)~~ **Interns, Residents.** These and other such students employed in programs designed to fulfill professional and specialty requirements.

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Section 2-2. Personnel Actions-

The President shall establish a Personnel Action Approval Policy which shall establish the requirements for approval of all personnel actions except those reserved for Board approval under **Article VII, Section 8,** of the **LSU Board of Supervisors** Bylaws.

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Section 2-3. Terms of Employment, Nonacademic Staff.

A. a. Classified Personnel.

Classified personnel hold their positions according to the terms of their appointment under the provisions of the Civil Service System of Louisiana and the classified procedures of the University.

B. b. Unclassified Employees.

Unclassified employees hold their positions at the pleasure of the Board. Services of unclassified employees may be terminated by giving such employees reasonable notice with the approval of the Chancellor of the campus or, for LSU, the President or his designee. "Reasonable notice" shall be interpreted to mean written notice given at the time the action is instituted by the employee's immediate supervisor and effective after a period of time equivalent in days to the usual payroll period of the employee.

Section 2-4. Personnel Actions, Academic Staff.

In all personnel actions related to academic staff the principle of academic freedom shall be recognized. See **Bylaws, Article VIII, Sections 1 and 5** the LSU Board of Supervisors Bylaws.

All personnel actions relating to faculty and other members of the academic staff shall be initiated in accordance with the Personnel Action Approval Policy. Actions shall be taken after appropriate consultation with the faculty.

Section 2-5. Personnel Actions Requiring Board Approval.

Except as otherwise provided in the Bylaws, and notwithstanding any other provisions of these Regulations, all personnel actions made by any campus or institution of the University shall be made in accordance with the following provisions and the Personnel Action Approval Policy established by the President.

A. A. Personnel Actions Requiring Board Approval

The following personnel actions shall require approval by the Board of Supervisors:

- 1. 1. Appointments and all other personnel actions relating to the President, Head Coaches and Athletic Directors.
- 1. 2. Appointments and all other personnel actions relating to Coaches other than Head Coaches with a salary of \$250,000 or above.
- 2. 3. Appointments, salary increases greater than 15%, salary decreases, and terminations for Chancellors and for University Officers.
- 3. 4. Upon approval by the President of a Personnel Action Approval Policy, and in conformance with such policy, the President shall have authority to approve all other actions and to delegate approval to the chancellors or their designees.
- 5. Except as specifically provided in the Personnel Action Approval Policy established by the President, Board approval is not required for personnel actions which are governed by the laws and rules promulgated by the Department of State Civil Service affecting the Classified Service.

B. B. Personnel Actions Not Requiring Board Approval

- 1. 1. Approval of other personnel actions shall follow the Personnel Action Approval Policy established by the President.

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~~2.~~ ~~2.~~ Authority to take all other personnel actions is hereby delegated by the Board to the President, who may further delegate such authority, under the Personnel Action Approval Policy, as he deems to be in the best interests of the University.

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C. C. Reporting

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Quarterly reports will be developed and provided to the Board providing necessary information required to fulfill the Board's fiduciary and oversight responsibilities.

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D. D. Submission of Actions for Approval by the Board or President

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Any submission for approval by the Board or President shall be made in accordance with the deadlines established in Art. VII, sec. 8.F of the LSU Board of Supervisors Bylaws. All such submissions shall include the following information:

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1. All sources of compensation;
2. The nature of the appointment;
3. All proposed letters of employment, contracts of employment, or other written employment agreements pertaining to compensation or benefits; and
4. Any additional information required by the President.

E. E. Miscellaneous

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1. For purposes of this policy and the Personnel Action Approval Policy, "compensation" includes all income covered on any check issued (or electronic transmittal) by the University for any compensation purposes as well as all income from other sources, including affiliated foundations, paid as compensation for work done on behalf of the University or pursuant to the employment agreement with the University. This includes any income paid pursuant to any faculty group practice plan or program. It does not include royalty, licensing, or other payments made pursuant to the University's intellectual property policies.
2. Nothing herein shall be construed to alter, amend, or in any way affect PM-11 or the policies and procedures set forth therein, which are required by La. R.S. 42:1123(9)(b).
3. In the event of any conflict between the provisions of this Section 2-5.1 and any other provisions of the *Regulations* of the Board of Supervisors or any Permanent Memorandum, the provisions of this Section 2-5 shall control.

~~3.~~

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4. Nothing herein creates any rights, procedural or substantive, in employees, prospective employees, or other persons.

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(1) The titles "Visiting Professor," "Visiting Associate Professor," and "Visiting Assistant Professor" are courtesy titles given to holders of visiting full-time appointments at those respective ranks. No changes shall be made in the titles of regular members of the instructional and research staff holding part-time appointments during the summer term. The "Visiting" title may also be used for individuals who are not on leave from another institution but who meet the standards for the rank specified and who are hired for a limited period.

(2) The full-time faculty shall consist of the full-time University faculty and the members of the full-time staff at affiliated hospitals who have academic responsibilities equivalent to the full-time University faculty. The full-time affiliated faculty who are gratis or whose University contribution to salary is less than 25 percent shall be considered as volunteer faculty to the University insofar as employee benefits are concerned. However, if the University contributes 25 percent or more of their total salary, percentage of University contribution should be indicated and employee benefits appropriate to that percentage provided. Full-time faculty in the professions whose primary responsibility is in teaching or service programs associated with coordinating fieldwork and supervising students in the field are to be appointed as Assistant Professor-Professional Practice, Associate Professor-Professional Practice, or Professor-Professional Practice. Full-time affiliated faculty do not acquire tenure.

(3) The title of Professor may be modified to indicate particular distinction as approved by the Board in special instances.

(4) Full-time faculty whose primary responsibility is conducting research and who normally are paid from grant or contract funds are to be appointed as Assistant Professor-Research, Associate Professor-Research, or Professor-Research or Assistant Professor-Extension, Associate Professor-Extension, Professor-Extension. Full-time faculty in the clinical sciences with responsibility to teaching and service programs and who are essential for patient care are to be appointed as Assistant Professor of Clinical (discipline), Associate Professor of Clinical (discipline), or Professor of Clinical (discipline). Extension field faculty employed primarily to conduct educational programs are appointed as Assistant Agent, Associate Agent, and Agent. The faculty in these ranks do not acquire tenure.

Full-time faculty in the professions whose primary responsibility is in teaching or service programs associated with coordinating field work and supervising students in the field are to be appointed as Assistant Professor-Professional Practice, Associate Professor-Professional Practice, or Professor-Professional Practice.

(5) Part-time academic personnel in the Medical Center whose primary role is related to a clinical setting may be designated by the title "Clinical" preceding their academic rank, except department heads, who may be given their appropriate professorial rank without the designation "Clinical".

Part-time academic personnel in the Law Center whose primary role is related to a clinical setting in any internship program or other clinical or skills instructional program which has been or may be established by the Law Center may be designated by the title Adjunct Clinical Instructor, Part-time.

(6) The title 'Special Lecturer' is authorized and limited to part-time appointments without rank designation and is restricted to specialists and professional men and women whose primary occupation is practice of their profession.

(7) The designation "part-time" indicates that the appointee is to serve less than 100 percent basis.

(8) On the recommendation of appropriate campus officers, the ranks of Adjunct Professor, Adjunct Associate Professor, etc., may be conferred upon persons whose primary employment is outside the department. The basis of such recommendation shall be that the University can benefit from the talents, abilities, and experience of persons in various fields as consultants; for the conduct of formal courses, occasional lectures, or seminars; or for other similar activities. Recommendations for such appointments shall be made in the same manner as for other academic ranks. Individuals appointed as Adjunct Professors, Adjunct Associate Professors, or Adjunct Assistant Professors, are ineligible to participate in the University Retirement System or other University-funded employee benefits accorded other academic employees of the University.

(9) A person of exceptional distinction who performs the services of an Adjunct Professor may be designated a Consulting Professor.

(10) The title of Cooperating Teacher is used for off-campus public school teachers who supervise teachers in the teacher training program.

(11) The titles of 'Curator', 'Associate Curator' and 'Assistant Curator' are authorized and limited to those individuals holding full-time appointments on the museum staff. The ranks of Curator, Associate Curator and Assistant Curator shall be equivalent to those of Professor, Associate Professor and Assistant Professor, respectively. The rules and rights of appointment, promotion and tenure shall be the same as for the professorial ranks.

(12) The titles of Assistant Communications Specialist, Associate Communications Specialist and Communications Specialist are non-tenure track titles for LSU AgCenter Communications Department faculty who perform professional level research, education, and outreach responsibilities which are an integral part of the research and outreach programs of the LSU AgCenter.

Section 2-7. Tenured and Term Appointment, Academic Staff.

Faculty Ranks. Faculty members and other members of the academic staff of comparable rank, including librarians, may be appointed for a specific term ("term appointment") or indefinitely ("tenured appointment") depending on rank and experience. Appointment or tenure on one campus of the University carries no implication of appointment or tenure on another campus. Academic employees are tenured only with respect to their academic ranks and not with respect to administrative titles or assignments.

Tenure is not a guarantee of lifetime employment, particularly in the face of institutional change or financial exigency. It does assure that the employee will not be dismissed without adequate justification and without due process.

Term employees are appointed for specified periods of time as indicated on the appointment form.

Professors and Associate Professors are tenured and are appointed for an indefinite period of time, except that the initial appointment and subsequent reappointments through not more than five years of total service to the University campus involved may be made for a stipulated term. Persons promoted to the rank of Professor or Associate Professor after less than five years of service on the campus may be continued to term appointment through no more than the fifth year. Persons holding a professorial rank (Professor, Associate Professor or Assistant Professor) while being paid by a grant or contract do not acquire tenure through the passage of time but may become tenured only by specific individual recommendation through appropriate channels and approval by the President.

Assistant Professors are appointed for terms no longer than three years. Upon reappointment after seven years of service in rank on a particular campus, Assistant Professors receive tenure. A thorough review will be made during the sixth year of service so that notice of termination may be given if necessary no later than the end of the sixth year of service. Individual campuses have the option of conducting the thorough review prior to the sixth year, provided that appropriate written notification is given to the faculty member. The University may, at its discretion, count prior service on the same campus toward the seven-year evaluation period for an Assistant Professor to achieve indeterminate tenure. The ultimate decision shall be left with the President, to be applied in each individual case for which the respective campus recommends granting indeterminate tenure counting prior service favorably.

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Those who rank as Associate or Instructor shall be appointed for a specified term and shall not be considered for indeterminate tenure; provided, however, Associates and Instructors hired for an initial term greater than two years may be terminated at the end of the first year if given notice during the first nine months of that year. Otherwise, the provisions of Section 2-7(1)-(4) shall apply.

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Exceptions: The rules pertaining to tenure and term appointments are subject to the following exceptions:

-At the Pennington Biomedical Research Center, persons holding the rank of Professor, Associate Professor and Assistant Professor, while being paid by a grant or contract, do not acquire tenure through the passage of time. Upon individual recommendation and approval by the President, such persons at the rank of Professor and Associate Professor may receive rolling tenure, i.e., they may be appointed for terms of 5 years. Faculty with rolling tenure are reviewed annually and reappointments of Associate Professor and of Professor faculty are for 5-year terms. At such annual review, a recommendation not to reappoint the Associate Professor or Professor is with a 5-year terminal appointment. The faculty member will be notified of a decision not to renew the appointment at least 5 years before the end of the appointment. Faculty members with rolling tenure or on terminal appointments may be terminated for cause at any time with due process.

-At the Paul M. Hebert Law Center, the rank of Associate Professor may or may not carry with it the status of tenure, depending upon the timing and circumstances of the individual appointment. Individuals receiving an initial three-year appointment as Assistant Professor will be reviewed in their third year for a second three-year appointment for promotion to Associate Professor without tenure. No later than their sixth year, they will be considered for tenure and for promotion to Professor of Law. Typically, successful candidates will both be tenured and promoted to Professor of Law, although there may be cases in which tenure will be granted but the promotion to Professor of Law deferred for later determination. In such cases, they will hold the rank of Associate Professor of Law (with tenure), pending subsequent procedures addressing their promotion to Professor of Law.

-At those campuses employing full-time faculty members in the professions (e.g. Education) whose primary responsibility is in teaching or service programs associated with coordinating fieldwork and supervising students in the field, the ranks of Assistant Professor-Professional Practice, Associate Professor-Professional Practice or Professor-Professional Practice may be designated. Individuals with these academic ranks shall not be eligible for tenure and may be enfranchised to the degree deemed appropriate by the faculty unit (system, campus, college, division or department).

Expiration of Appointment. Upon expiration of a term appointment, the employee is a free agent to whom the University has no obligation. The University may reappoint the employee to the same or a different position. Non-reappointment carries no implication whatsoever as to the quality of the employee's work, conduct, or professional competence.

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When an employee, other than an Associate, is not to be reappointed, written notice to the employee will ordinarily be provided in accordance with the following schedule:

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1. Not later than March 1 of the first academic year of service, if the appointment expires at the end of the year; or, if an initial one-year appointment terminates during an academic year, at least three months in advance of its termination.
2. Not later than December 15 of the second academic year of service, if the appointment expires at the end of that year; or if an initial two-year appointment terminates during the academic year, at least six months in advance of its termination.
3. At least 12 months before the expiration of an appointment after two or more years service on that campus.
4. When an Associate is not reappointed, the Associate shall be given written notice of termination no less than ninety (90) days prior to the expiration of the employment contract.

Section 2-8. Terms of Employment - Part-Time Academic Staff.

Members of the part-time academic staff on the various campuses shall be given term appointments only, not exceeding one academic or fiscal year.

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Section 2-9. Terms of Employment - Academic Staff, General.

The foregoing provisions shall not be construed to exclude existing contracts between the University and academic staff on mutually acceptable terms.

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Section 2-10. Basis of Pay.

University employees may be employees for the academic year, fiscal year, summer term, or other stipulated terms. Employees shall be paid in accordance with procedures established for their employment.

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Section 2-11. Regular Appointment.

An employee on "regular appointment" or one deemed to be "regular" is defined as (1) an employee whose appointment is for a period of more than 180 calendar days, or (2) one who has been employed for more than 180 consecutive calendar days by successive uninterrupted appointment.

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Section 2-12. Holding of Political Office.

A full-time employee of the University shall not accept any appointive political office nor seek or hold any elective remunerative political office, without the consent of the President.

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Section 2-13. Nepotism.

a. No member of the immediate family of an agency head shall be employed by that agency.

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"Immediate family" as the term relates to a public employee means children, the spouses of the children, brothers, sisters, parents, spouse, and the parents of the spouse.

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"Agency" means a department, office, division, agency, commission, board, committee, or other organizational unit of a government entity.

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"Agency head" means the chief executive or administrative officer of any agency as defined above or any member of a board or commission who exercises supervision over the agency.

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b. The provisions of this policy shall not prohibit the continued employment of any public employee nor shall it be construed to hinder, alter, or in any way affect normal promotional advancements for such public employee where a member of the public employee's immediate family becomes the agency head of such public employee's agency, provided that such public employee has been employed in the agency for a period of at least one year prior to the member of the public employee's immediate family becoming the agency head.

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c. Any person serving as an University employee on April 1, 1980, whose employment otherwise would have been in violation of this policy, may continue in such employment and the provisions of this section shall not be construed to hinder, alter, or in any way affect normal promotional advancement in public employment for such employees.

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~~d.~~ This policy shall apply to all forms of employment; regular full-time employment, regular part-time employment, temporary full-time employment, temporary part-time employment, etc., and will apply to all employees, including student workers.

~~D.~~

~~e.~~ Exceptions to the restrictions outlined in this policy are not permitted. However, employees of an agency who marry may continue to work in that agency even though one of the employees is the agency head, provided that the supervising spouse avoids participating in transactions in which the subordinate spouse has a substantial economic interest.

~~E.~~

~~F. f.~~ Individual campuses may adopt more restrictive provisions to this policy provided that those provisions are approved by the President.

Section 2-14. Boyd Professorships.

~~A. a.~~ Eligibility.

A faculty member on one of the various campuses of the University who has attained national or international distinction for outstanding teaching, research, or other creative achievement may be designated a "Boyd Professor." The "Boyd Professorship" shall be regarded as the highest professorial rank awarded by the University. No Professor holding an administrative position of the rank of director or above shall be eligible for designation as a "Boyd Professor."

~~B. b.~~ Procedure for Nomination.

Nomination of a Professor for designation as a "Boyd Professor" shall originate with a dean or deans (in the case of split appointments) or a director of a school, which is not a college, in which a nominee holds professorial status. The nomination shall be addressed to a review committee through the Chancellor of the campus on which the nominee is a faculty member or, for faculty members of LSU, through the President or his designee. The nomination by deans or directors shall be reviewed by a committee comprised of the chief academic officer of the University, who shall serve as chair, two **emeriti** members, and three faculty members appointed by the President from throughout the University.

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CHAPTER ARTICLE III. LEAVES.

LEAVES

Section 3-1. Sabbatical Leave.

Full-time academic employees [Sec. 2-1a(1)] at the rank of Instructor (or equivalent) or above, who have completed six years of service on the campus without having received leave with pay, may petition for sabbatical leave for study and research, the object of which is to enable them to increase their professional efficiency and usefulness to the University. Adequate justification setting forth the plan for each sabbatical leave shall be stated, and report of the accomplishments under each leave granted shall be made promptly upon return from sabbatical leave. Sabbatical leave shall normally be approved for the purpose of seeking a higher degree only under unusual circumstances. Persons employed on a 12-month basis may be granted 12 months' leave with one-half pay or six months' leave with full pay. Persons employed on nine-month basis may be granted nine months' leave with one-half pay or four and one-half months' leave with full pay. Approval of sabbatical leaves shall be in accordance with the Personnel Action Approval Policy. A member of the academic staff who is granted sabbatical leave shall be required to return to his University duties for at least a year before accepting employment elsewhere. A condition for granting of a sabbatical leave is the potential benefit the University will receive as a result of the sabbatical.

Under unusual circumstances, persons may accept employment during sabbatical leave if such employment is approved in advance by the President upon recommendation of the Chancellor or, for LSU, the President's designee as supportive of the purposes of the leave.

Section 3-2. Leave to Obtain Advanced Degree.

Members of the instructional, research, and extension staff on full-time regular academic appointment, who have completed two consecutive years of service at the rank of Instructor (or equivalent) or above, may petition for a leave of absence with part pay for not more than one year of study which will culminate in the receipt of an advanced degree. Such petition shall set forth the course of study to be pursued, the institution to be attended, an account of the petitioner's prospect for securing an advanced degree, and such other information as may be required. Approval shall be granted only after it has been determined that the interests of the University will be best served by granting such leave and that the petitioner will return to his University duties for at least two years before accepting employment elsewhere. Approval of sabbatical leaves shall be in accordance with the Personnel Action Approval Policy. The amount of pay to be allowed under such a grant shall be determined in each individual case, but in no event shall it exceed one-half of the regular salary which would accrue to the petitioner during the period of leave.⁴ If the petitioner, upon taking educational leave, does not return to the University for the required two years, the petitioner shall pay back to the University the amount paid to the petitioner for the leave. The period of service completed prior to granting of leave under this section shall not be counted in considering eligibility for sabbatical leave.

Section 3-3. Annual Leave and Sick Leave.

A. a. Annual Leave

Annual leave is leave with pay granted an employee for the purpose of rehabilitation, restoration, and maintenance of work efficiency, or the transaction of personal affairs.

B. b. Sick Leave.

Sick leave is leave with pay granted an employee who is suffering with a disability which prevents him from performing his usual duties and responsibilities or who requires medical, dental, or optical consultation or treatment.

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⁴For the academic-year employee, the term "regular" refers to the salary of the academic year, without presumption of summer term appointment.

C. e. Academic and Unclassified Employees.

Regular full-time and part-time members of the academic staff on fiscal appointment and regular unclassified employees are entitled to annual leave. Regular full-time and part-time members of the academic staff on fiscal- or academic-year appointment and regular unclassified employees are entitled to sick leave. The amount of accumulation and other provisions concerning annual leave and sick leave shall be in accordance with regulations or policies approved by the Board, appropriate State statutes, or policies applicable to the University, with such provisions to be issued by memorandum from the President.

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D. d. Classified Personnel.

Annual leave and sick leave of classified personnel shall be governed by the Civil Service Regulations.

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E. LSU Laboratory School Faculty.

e. Members of the LSU Laboratory School Faculty on academic year appointments teaching grades K-12 may, during each fiscal year designate no more than two days of earned sick leave to be used as personal or annual leave and may be used in accordance with the definition of such leave as listed above. Personal or annual leave for LSU Laboratory School Faculty may not be accumulated from one fiscal year to the next.

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Section 3-4. Civil, Emergency, and Special Leave.

An employee shall be given time off without loss of pay, annual leave, or sick leave under such conditions as outlined:

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A.a. Academic and Unclassified Employees - as provided in policy memorandum from the President.

B.b. Civil Service Employees - as provided in Civil Service Regulations.

Section 3-5. Military Leave.

An employee of this University who is ordered to duty with troops or at field exercises or for instruction with any branch of the Armed Forces (including the National Guard) for periods not to exceed fifteen (15) working days in any one calendar year is entitled to leave of absence from duties without loss of pay, time, annual leave, or efficiency rating, and when relieved from duty shall be restored to the position held when ordered to duty. Any portion of a military leave in excess of fifteen (15) working days during a calendar year shall be leave without pay, unless chargeable against accrued vacation with pay.

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Section 3-6. Leave of Absence Without Pay.

A. a. Academic and Unclassified Administrative Officers and Professional Staff.

Leaves of absence without pay may be granted for good cause. Approval of leaves of absence shall be in accordance with the Personnel Action Approval Policy. During leaves of absence without pay no allowance for sick leave or vacation shall accumulate. For academic employees, the period of absence without pay may, upon appropriate administrative recommendation, be credited toward tenure.

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B. b. Classified and Unclassified Employees Exempt from the Classified Service by Special Action of the State of Louisiana, Department of Civil Service.

Leaves of absence without pay may be granted in accordance with Civil Service regulations.

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Section 3-7. Report of Absences.

Academic and Nonacademic employees shall not absent themselves from their duties without proper authorization.

Report of absence for academic and unclassified employees shall be governed by policies established by the President. Report of absence for classified employees shall be governed by Civil Service Regulations.

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CHAPTER ARTICLE IV. INSURANCE AND RETIREMENT.

INSURANCE AND RETIREMENT.

Section 4-1. Group Insurance Program.

University employees, including retirees, may participate in the State of Louisiana Employees Uniform Group Insurance Program in accordance with the rules and regulations established for that program. The University will pay the appropriate employer portion of the cost of its employees who elect to participate in this program.

Section 4-2. Other Group Insurance or Benefit Programs.

The University may make available to employees, through payroll deduction procedures or otherwise, other types of group coverage or benefit programs that are considered to be of particular interest and benefit to its employees. The inauguration of any such plan will be made only upon approval of the President, and no contribution will be made toward the cost of such additional programs without the approval of the Board.

Section 4-3. Retirement Plans.

All Non-student regular employees of the University will be members of one of the following retirement plans, unless ineligible by provisions of the retirement system.

A. a. — LSU Retirement System.

The LSU Retirement System as provided by L.R.S. 17:1611, et seq. was abolished effective January 1, 1979, by the provisions of Act 643 of the 1978 Louisiana Legislature. Members of the LSU Retirement System on December 31, 1978, continuing in employment were required under the provisions of Act 643 of 1978 to become members of either the Teachers' Retirement System of Louisiana or the Louisiana State Employees' Retirement System.

B. b. — LSU Retirement Plan.

Employees who were members of this plan on December 31, 1978, except certain employees referred to in d. below, were required to become members of either the Teachers' Retirement System of Louisiana or the Louisiana State Employees' Retirement System effective January 1, 1979. Provisions for benefits from this plan are contained in "LSU Retirement Plan" authorized by the Board.

C. c. — Teachers' Retirement System of Louisiana and the Louisiana State Employees' Retirement System.

Persons becoming employed by any unit of the University on or after January 1, 1979, shall as a condition of employment, if eligible, become a member of either the Teachers' Retirement System of Louisiana or the Louisiana State Employees' Retirement System.

D. d. — United States Civil Service Retirement System.

—Personnel of the Cooperative Extension Service who are required to become members of the United States Civil Service Retirement System shall be members of that system. Such personnel whose date of employment was prior to December 15, 1950 (and who were employees of the Cooperative Extension Service on that date) shall also be members of the LSU Retirement Plan, notwithstanding their membership in the United States Civil Service Retirement System. Such personnel whose date of employment was subsequent to December 14, 1950, may be entitled to supplemental benefits from the Teachers' Retirement System of Louisiana in accordance with the provisions of that system.

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Section 4-4. Conditions of Retirement.

A.a. Eligibility for retirement will be in accordance with the provisions of the respective retirement system.

B.b. No employee of the University shall be separated from public service by his appointing authority because of the employee having attained any particular age following employment by the appointing authority.

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Section 4-5. Emeritus Ranks.

Upon recommendation by the appropriate campus, the title Professor Emeritus shall be conferred upon all persons who upon retirement have attained the title of Professor and who have been in the service of the University for a period of at least ten (10) years. The said title may also be conferred, upon recommendation of the appropriate campus, upon a person who upon retirement has attained the title of Professor even though the period of service is less than ten (10) years, if it is determined that the person has made outstanding contributions to the University in either the field of scholarship or public service.

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Any person who has held the position of academic dean, director, or department head for a period of ten (10) years may be retired with the title Dean, Director, or Department Head Emeritus. Where applicable to other positions within the University, an Emeritus title may be conferred upon the recommendation of the President in appropriate cases.

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Approval of emeritus status shall be governed by the Personnel Action Approval Policy.

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CHAPTER ARTICLE V. FINANCIAL AND BUSINESS PROCEDURES:

FINANCIAL AND BUSINESS PROCEDURES

Section 5-1. Budget:

The annual operating budget of the University represents a primary instrument of fiscal control. It provides a firm estimate of resource availability and specifies the manner in which available revenues shall be allocated for effective support of goals and objectives. The general plan of the budgetary requests by the University for the ensuing fiscal year shall be presented to the Board for final approval prior to presentation to the appropriate state agencies.

Following passage of the appropriation acts by the Legislature and approval by the Governor, the President shall submit a revised budgetary plan to the Board for approval, recommending those changes which are occasioned by legislative action.

After approval of such budgetary plan by the Board, a detailed budget shall be prepared in accordance therewith and distributed to the Board. The execution of the detailed budget shall be exercised by the President through the Chancellor concerned or, for LSU, by the President or the President's designee.

Section 5-2. Internal Budgetary Control:

General policies for internal budgetary controls shall be established by the President. No obligation shall be entered into except on the authority of a general or specific budget approved by the Board. All appropriations shall lapse at the end of the fiscal year, June 30, unless otherwise especially provided by State statutes and/or the Board.

Adjustments within an approved budget entailing transfers between the principal categories (e.g., personal services, supplies and expenses, travel, and capital outlay; between income accounts only) of departmental budgets shall be made in accordance with policies established by the President. Budget adjustments entailing an overall increase or decrease in the total of the general University budgets and allocations from or additions to general University reserve accounts (restricted fund accounts, revolving funds, or gifts and grants-in-aid excepted) shall be made only on the authority of the President. All budget adjustments of restricted fund accounts, revolving funds, and gifts and grants-in-aid shall be in accordance with general policies established by the President.⁵

Section 5-3. Audit:

Continuous audit shall be conducted of the transactions and records of all employees for the receipt and disbursements of funds; for the sale or purchase of materials, services, and property; for the keeping of accounts; and for the custody of property.

The Internal Auditor, under the direction and control of the chief business officer of the University Staff, shall review the business activities of the University and shall assess the effectiveness of its records and insure appropriate accountability of University resources.

Section 5-4. Execution of University Contracts:

All University contracts shall be executed as follows:

- aA.-** Contracts involving the purchase or sale of land, mineral rights, and other immovables; those involving significant University policy; and major construction contracts shall be signed by the President only after approval of the Board or a specifically designated committee thereof.

⁵A summary of all budget adjustments, except those relating to restricted fund accounts, increasing or decreasing expenditure authorizations by allocation from or to the University Reserve accounts, or by changes in income accounts, affecting overall budgetary totals, shall be completely and regularly reported to the Board.

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b.B. All other contracts may be executed on the authority of an official of the University or of its various campuses as designated by the President unless directed to be otherwise executed by the Board or a specifically designated committee thereof.

Section 5-5. Purchasing-

No purchasing or contracting for goods and contractual services may be made except through specifically designated purchasing officials of the University.

-All purchase of goods and operating services are to be made in accordance with applicable State and Federal Laws, rules and regulations, as well as University policies relative to purchasing.

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Section 5-6. Travel-

Travel at University expense shall be made within the purposes for which funds are allotted and with the approval of the head of the department and the individual shall be reimbursed in accordance with University travel regulations, as prescribed by the President.

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Section 5-7. Entertainment and Expenses of Visitors and Guests of the University-

Visitors and guests shall be reimbursed for costs of transportation only when such visitors and guests have rendered a definite service to the University. Costs of entertainment of visitors and guests shall be drawn only from funds designated by the Board for such purposes.

Exception to this rule may be granted by the President or appropriate official designated by the President when entertainment and expenses are paid from restricted funds provided for such purposes.

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Section 5-8. Custody and Control of University Property-

No one shall use for his or her own benefit or for any other personal purposes any University property of whatever description; and no one shall be permitted to remove from the buildings or grounds any property belonging to the University, unless approved by the President or appropriate official designated by the President.

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Section 5-9. Use of University Vehicles-

All transportation equipment of the University shall be used only on official business and shall be operated only by employees of the University and others authorized by the President.

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Section 5-10. Use of University Facilities-

The facilities and premises of the University are for use in accomplishing its educational objectives and programs. The Board shall establish general policy under which permission shall be granted for the use of University facilities by departments and divisions of the University, recognized campus groups, or non-University affiliated organizations. The administrative head of each campus shall prepare and file with the Office of the Board of Supervisors such detailed procedures as deemed desirable and necessary for compliance with the established general policy.

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Section 5-11. Sale of Goods or Services and Operation of Business Enterprises

—No department or agency of the University shall make sale of goods or services for cash or on account, other than those of a nature recurring for the activity, or operate a business enterprise without the approval of the President or appropriate official designated by the President.

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PROCEDURES FOR HANDLING COMPLAINTS OF UNREASONABLE COMPETITION FROM COLLEGES AND UNIVERSITIES:

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The following procedures are intended to meet the letter and spirit of Senate Concurrent Resolution 125 of the 1985 Regular Session of the Louisiana Legislature:

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1. Private business or industry complaints of unreasonable competition from a public college or university under the jurisdiction of this Board shall be submitted in writing to the Chancellor whose college/school/department/personnel/activity is allegedly competing unreasonably with the private entity or, for LSU, the President. The Chancellor shall forward a copy of any complaint to the President who shall then inform the Board members of the complaint. If, however, the complaint is initially given to the President or a Board member, the complaint shall be transmitted to the appropriate Chancellor to initiate the process.
2. The complaint shall contain specific incidents complained of with all particulars thereto. If documentation evidencing the alleged unreasonable competition is available, it shall be attached to the complaint.
3. The Chancellor or, for LSU, the President shall communicate with the person or persons filing the complaint and with the personnel against whom the complaint is made. If the complaint is resolved to the mutual satisfaction of the Chancellor or, for LSU, the President and the complainant, the Chancellor shall notify the President of the means and terms of the resolution. If the complaint cannot be resolved, within 45 days of receipt, to the mutual satisfaction of the Chancellor and complainant, the Chancellor shall submit the matter in the form of a report to the President. The 45-day period may be extended by mutual consent of the Chancellor, the President and the complainant.
4. In the event that the Chancellor is unable to resolve the matter, the President shall communicate with all parties. If the complaint is resolved to the mutual satisfaction of the President and the complainant, the President shall notify the Chancellor and the Board of the means and terms of the resolution. If the complaint is not resolved, within 30 days, to the mutual satisfaction of the President and the complainant, the President shall submit the complaint, the President's report, and the Chancellor's report, if any, to the appropriate committee of the Board. The 30-day period may be extended by mutual consent of the President and the complainant.
5. For any complaint submitted to the appropriate committee of the Board through the proper channels, the committee shall afford representatives of the complainant and the institution the opportunity for a public hearing in which they may present their complaints and explanations. The President shall officially notify all parties of said hearing at least 30 days in advance. The hearing shall be held within 60 days of the committee's receipt of the President's report.
6. At the conclusion of the hearing, if there is no need for further investigation, the appropriate committee of the Board shall make a determination as to the validity of the complaint. Each case shall be decided on its merits. The committee shall issue within 60 days after the hearing a report containing its findings and recommendations. The report shall be subject to full Board approval.
7. The Board shall issue a final report within 45 days of the committee's action.
8. The Committee report and the final report of the full Board shall be transmitted to the complainant immediately upon issuance, with a copy forwarded to the Board of Regents for informational purposes only. Additionally, a copy of each campus or University head's report on the resolution of a complaint shall be forwarded to the Board of Regents for informational purposes only.

Section 5-12. General.

Student religious centers located on a campus of the University may be furnished heat, electricity, water, and gas, all at the expense of the campus, when they can conveniently be supplied by the campus utility distribution systems. This policy shall not apply to utilities required for air-conditioning and similar services.

Fraternity and sorority houses located on a campus may be furnished heat, light, water, and gas at cost by the campus, and when minor repair work is performed, it shall be furnished at cost.

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Self-supporting auxiliary enterprises (designated as Restricted Fund Accounts) shall be charged with the cost of all utilities, equipment, repairs, and alterations to buildings incident to their operations.

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Section 5-13. Financial Exigency.

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Anything in the Regulations of the Board of Supervisors to the contrary notwithstanding, if the Board of Supervisors finds that a condition of Financial Exigency exists at an institution, within an academic or other unit of an institution, or in the University generally, then the furlough, layoff, or termination of tenured faculty, non-tenured faculty or other contract employees before the end of their contract term will be handled in accordance with the Financial Exigency policy set forth below. As used herein, the term "unit" means any identifiable component of the University at any level of its organization which has an annual budget for the operation of such component.

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A. a. Definition of Financial Exigency.

A condition of financial exigency shall exist whenever the financial resources of a campus are not sufficient to support the existing programs and personnel of the campus without substantial impairment of the ability of the campus to maintain the quality of its programs and services. Financial exigency may result from a reduction in financial resources or from the failure to receive increases in financial resources sufficient to maintain quality. Evidence of financial exigency may include, among other factors, reduction of state appropriations, faculty and staff salary levels substantially below national and regional averages, significant loss of personnel or inability to attract new personnel apparently due to inadequate salary and other support, and substantial threat of deterioration of facilities due to lack of resources for maintenance.

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B. b. Board of Supervisors Action.

The Board of Supervisors, in the exercise of fiscal responsibility, may decide to declare financial exigency with respect to the University as a whole, to one or more institutions of the University, or to any unit or program within an institution. Reasonable efforts shall be made to insure that students affected will be allowed to complete their programs, within the limits of budgetary restraints, at the institution or by transfer to another institution.

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A declaration of financial exigency shall represent a determination by the Board of Supervisors, upon recommendation of the Chancellor and President, that the financial condition of a unit, institution or system has reached a crisis in which the entity must carefully re-examine its priorities and reduce programs or personnel or both to effect a cost savings sufficient to alleviate the financial exigency.

The determination of financial exigency affecting the University or any institution or within an academic or other unit of an institution shall be the sole responsibility of the Board of Supervisors, but the President, upon request from the Chancellor of an institution or, for LSU, on the President's own initiative, and after consultation with representative faculty members, may request such a determination by the Board. A request for the declaration of a financial exigency at any level before the institution level must originate at the institution. When such determinations are made, this policy, along with any implementing procedures, will take precedence over those applicable Board policies which govern normal operating procedures.

Implementation of a declaration by the Board of Supervisors of financial exigency shall be developed with the understanding that action taken will be consistent with the basic mission of the University to provide the best possible education, research and public service.

C. e. Implementation of Declaration of Financial Exigency

Upon a declaration of financial exigency by the Board of Supervisors, the Chancellor at each institution or, for LSU, the President's designee, after consultation with faculty and staff, and approval by the President, shall determine whether furloughs, layoffs or terminations are required and which employees will be affected. This determination shall be made in accordance with procedures established by the President, which will give primary consideration to the maintenance of a sound and balanced educational program that is consistent with the functions and responsibilities of the institution.

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Faculty and other employees under contract who are furloughed, laid off, or terminated before the end of their contract terms for reasons of financial exigency shall, whenever possible, be notified at least ninety (90) days in advance of the date of the furlough, layoff, or termination. The notice of furlough, layoff, or termination shall be delivered personally or by certified mail, with return receipt requested. Notice shall be complete upon delivery or mailing. This notice shall include, in writing, a statement of the conditions requiring furlough, layoff, or termination, a general description of procedures followed in making the decision and a statement of the employee's right to respond orally and in writing to a designated official or committee of the institution and to review by the Chancellor or, for LSU, the President's designee within the time specified in the notice as to the reasons for the furlough, layoff, or termination. The employee(s) shall also have the right, upon written request within twenty (20) days from the date of notification of the final decision of the Chancellor or, for LSU, the President's designee, to apply in writing to the President for a review of the decision.

The term "furlough" as used in this policy, is defined as temporary leave without pay for any employee, including tenured faculty members or non-tenured faculty or other contracted employees, before the end of their contract term. The term "layoff," as used in this policy, is defined as the temporary dismissal of any employee, including tenured faculty members or non-tenured faculty or other contracted employees, before the end of their contract term. Layoffs may lead to eventual termination. Layoffs or terminations may occur within an academic unit or other unit of an institution without a net loss of faculty members or other personnel at the institution; that is, layoffs or terminations in some academic or other units may occur with simultaneous authorization of new positions for different duties in academic or other units, depending upon the needs of such units.

D. d. Approval Required.

Anything in the regulations of the LSU Board of Supervisors to the contrary notwithstanding, if the Board of Supervisors declares financial exigency, either at an institution, within an academic or other unit of an institution, or in the University, as provided in section (b) above, program modifications or discontinuances recommended by the institution and approved by the President must be approved by the Board of Supervisors. With respect to the implementation of such program modifications or discontinuances upon a declaration of financial exigency, decisions with respect to furlough, layoff, or termination of any tenured faculty, non-tenured faculty, or other contract employee before the end of their contract term must be approved by the Chancellor or, for LSU, the President's designee and the President, and the decisions are final upon approval of the President. Review of such decisions by the Board of Supervisors is at its sole discretion.

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E. e. Termination of Financial Exigency.

Financial Exigency shall terminate at the end of the fiscal year in which it was declared.

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CHAPTER ARTICLE VI. GIFTS AND GRANTS.

GIFTS AND GRANTS

Section 6-1. Conditions of Acceptance-

The Board stands ready to receive in the name of the University:

- a. Memorials, such as buildings, laboratories, or other facilities, to be placed on the campus either for beautification or for practical service and memorials in land which extend the boundaries of the campuses or other facilities.
- b. Gifts for instruction or research.
- c. Gifts for scholarships, fellowships, or student loan funds.
- d. Other gifts for special purposes (e.g., library) which will enrich the life of the University and its students.

However, the Board shall be the final authority in the determination as to whether the freedom and functions of the University and its responsibilities to the public are curtailed by the terms of any gifts.

Instruction and research are so inseparable and essential to the highest efficiency of a university that the University looks with favor upon acceptable proposals for research and related contracts with State and Federal agencies and with private individuals and corporations.

Section 6-2. Commercial Testing-

When the gift or grant proposed by a private individual or corporation for research or other educational function has a direct bearing upon the business of the donor, or is a routine job deemed to be without educational or research value, then it becomes essential that the proposal be considered in the light of the public interest, the relationship to the efficiency of, and the probable cost to the University.

In determining whether to undertake for an individual or private concern commercial testing or special research having a direct bearing upon the business of the individual or corporation, the University will give special consideration to the following:

- a. Whether the problem has industry-wide implications;
- b. Whether the problem will contribute to the professional development of its faculty and students;
- c. Whether the problem will interfere in any material way with the obligations and responsibilities of the University;
- d. Whether the donor is willing to grant full publication rights after termination of each research phase of the problem.

Section 6-3. Payment for Indirect Costs

When the University undertakes such cooperative research, the extent of indirect cost to be assessed for use of facilities shall depend upon the extent that the University determines its instructional and research programs are enriched or its responsibilities to the people are fulfilled by acceptance of the gift.

The University makes a distinction between grants which are made by established federal agencies and foundations, in support of research which has been proposed by one or more faculty members, and for which money is received essentially as a grant-in-aid, on the one hand, and payments for contract research on the other, in which the direction taken by research is determined by the desires of outside persons or agencies.

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Section 6-4. Protection of Public Interest.

In general, all results of experimental work, including patentable discoveries, carried on by or under the direction of the faculty of the University belong to the University and to the public and shall be used and controlled to produce the greatest benefit to the public. If patentable discoveries grow out of the investigation and such discoveries have commercial value, the grantor shall receive preferential consideration as a prospective licensee with a view to compensating in part the grantor for the assistance rendered in the investigations.

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Grants may be received on the condition that rights to patentable discoveries will be in the name of grantor but only when the acceptance of the gift has advantages to the University and to the people of the State of Louisiana which outweigh the rights thus relinquished.

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Section 6-5. Use of Name of the University.

In no event shall gifts and grants be received with the understanding that the name of the University or any of its components may be used in any advertisement without the express written permission of the University.

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Section 6-6. Use of University Facilities for Private Gain.

It shall be understood that no member of the faculty or staff may use University facilities in conducting research for private gain.

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CHAPTER ARTICLE VII

INTELLECTUAL PROPERTY

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Section 7-1. General Policy:

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The University encourages and expects its personnel to engage in creative, scholarly activities as part of their duties. All University Personnel are required to disclose to the appropriate campus officer, at an early date, any discoveries, inventions, and works potentially subject to legal protection under patent, copyright, or other law. The inventor, the inventor's department, and the inventor's campus gain prestige, and in some cases financial benefits, from commercializing an invention or discovery. Such commercialization is consistent with, and complementary to, the University's academic mission; through such activities, the University provides new benefits to the public and enhances economic development.

Section 7-2. Definitions:

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a.A. "LSU Invention" shall mean an invention or discovery that is either conceived, created, designed, developed, conducted or first reduced to practice, in whole or in part, during activities that: **(1)** are carried on by, or under the direction of, LSU Personnel, regardless of when or where conception or reduction to practice occurs; **or (2)** are supported by funds under the control of the University; **or (3)** are performed with the use of University facilities, equipment, or supplies. The term "LSU Invention" shall also include any patent application or issued patent containing at least one claim reading on such an invention or discovery. As a limited exception, the following shall not be considered an "LSU Invention": an invention or discovery that is wholly conceived and wholly first actually reduced to practice during activities that: **(1)** occur during the personal, off-duty time of all involved LSU Personnel; **and (2)** are not supported by funds under the control of the University; **and (3)** are not performed with the use of University facilities, equipment, or supplies; **and (4)** are unrelated to any current or past field or area of expertise, responsibility, or employment of any involved LSU Personnel.

b.B. "LSU Work" shall mean any original work of authorship that is fixed in any tangible medium of expression, and that is created or produced during an activity that is supported by the University, in whole or in part. The term "LSU Work" shall also include any copyright or other legal rights derived from such a work. The support by the University may, for example, take the form of financial support, use of facilities, use of supplies, payment of salary, the consideration provided in a particular contract, or otherwise. "LSU Work" shall not, however, include any work deemed to be LSU Software.

c.C. "LSU Software" shall mean any software created or developed, in whole or in part, during activities that: **(1)** are carried on by, or under the direction of, LSU Personnel, regardless of when or where the creation or development occurs; **or (2)** are supported by funds under the control of the University; **or (3)** are performed with the use of University facilities, equipment, or supplies. The term "LSU Software" shall also include any source code pertaining to such software; any copyright derived from such software; any patent application or issued patent containing at least one claim reading on such software, or having at least one claim reading on a process or apparatus incorporating such software; and any other legal rights derived from such software.

A-D. "LSU Digital Media" is a collective term that encompasses all LSU Software, as well as some LSU Works. All LSU Software is considered "LSU Digital Media." An LSU Work is considered "LSU Digital Media" if it is fixed in a tangible digital medium (including, by way of example, a magnetic tape, a floppy disk, a hard disk, a compact disk, a digital video disk/digital versatile disk/DVD, or an Internet website) that is intended to be used by third parties in digital form or that is intended to be distributed in digital form to third parties for consideration. An LSU Work that is transmitted to a publisher in digital form at the request of the publisher or for the convenience of the author or publisher, but that will not be

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distributed by the publisher to third parties in digital form (e.g., a conventional printed book whose text is prepared on a word processor) is not considered "**LSU Digital Media**." However, any digital media that otherwise satisfies the above definition, and that is intended to be distributed to third parties with a printed book (for example, a compact disk read-only-memory packaged with a book) is considered "**LSU Digital Media**." An LSU Work that is published electronically as part of a peer-reviewed scholarly journal on the Internet shall not be considered "**LSU Digital Media**." Some "**LSU Digital Media**" will be treated as LSU Works, and some "**LSU Digital Media**" will be treated as LSU Software, as provided in greater detail in Section 7-7(b).

Ee. "**LSU Database**" shall mean a digital database that has commercial value, or that reasonably may be considered to have potential commercial value, regardless of whether the database is the subject of copyright, where the database is created or developed, in whole or in part, during activities that are: **(1)** carried on by, or under the direction of, LSU Personnel, regardless of when or where the creation or development occurs; **or (2)** supported by funds under the control of the University; **or (3)** conceived, created, designed, developed, or conducted with the use of University facilities, equipment, or supplies. The term "**LSU Database**" shall also include any source code pertaining to such database; any copyright derived from such database; any patent application or issued patent containing at least one claim reading on such database, or having at least one claim reading on a process or apparatus incorporating such database; and any other legal rights derived from such database, including by way of example any statutory legal protection for a database, whether the statute is enacted before or after the provisions of these *Bylaws* concerning LSU Databases take effect.

fF. "**LSU Mark**" shall mean any trade name, trademark, service mark, design, or trade dress: **(1)** that is associated with the University, or with any campus or other part of the University; **or (2)** that is created or produced during an activity that is supported by the University, in whole or in part; **or (3)** that is created or produced by LSU Personnel and is associated with any other LSU Intellectual Property. The term "LSU Mark" shall also include any goodwill associated with any such mark, and any registrations or other legal rights derived from such a mark.

gG. "**Other LSU Intellectual Property**" shall mean any intellectual property, other than an LSU Invention, LSU Work, LSU Software, LSU Digital Media, LSU Database, or LSU Mark, where the events giving rise to the creation of that intellectual property are supported by the University in whole or in part. By way of illustration only, such "**Other LSU Intellectual Property**" may include plant variety protection applications or certificates; semiconductor mask works; trade secrets; know how; and tangible research property (e.g., semiconductor chips, software, biological organisms, prototypes, drawings, original research records, notebooks, data, and other corporeal property that can be physically or electronically distributed). In interpreting this paragraph, the principles of paragraphs (a) through (f) above shall apply by analogy where appropriate.

hH. "**LSU Intellectual Property**" shall mean, collectively, any LSU Invention, LSU Work, LSU Software, LSU Digital Media, LSU Database, LSU Mark, or Other LSU Intellectual Property.

iI. "**Course Materials**" shall mean any copyrights in underlying educational materials or course content used in the *bona fide* teaching or instruction of a regularly scheduled course for credit offered by the University, to the extent that an author of those materials, himself or herself, uses those materials in teaching the course; including portions, subsets, drafts, revisions, updates, versions, and instructional components of such materials; whether printed, digital, Internet based, CD/DVD-based, audio- or video-based, or otherwise. "**Course Materials**" may include copyrights in items that would otherwise constitute LSU Works, LSU Software, or LSU Digital Media. "**Course Materials**" shall not, however, include rights in any patent, patent application, LSU Database, LSU Mark, or LSU Invention. "**Course Materials**" shall not include any rights that are derived from a co-author who is not also directly involved in the teaching or instruction of a regularly scheduled course for credit at the University using those materials.

JJ. "Distributable Royalties" shall mean any consideration, whether in the form of money, corporate stock or other equity in a business organization, or any other thing of value, actually received by and in the control of the University pursuant to an authorized agreement granting any rights in any LSU Intellectual Property, after deduction of the University's legal, professional and patent expenses directly expended in support of and allocable to that LSU Intellectual Property, except that "Distributable Royalties" shall **not** include:

1. Any such consideration received by the University in reimbursement of or allocated for direct, out-of-pocket expenses paid or owed by the University to third parties which are directly allocable to the LSU Intellectual Property for which the consideration is received, such as expenses for past, present, or future attorney fees and other legal expenses, and amounts paid to outside contractors, regardless of whether the authorized agreement expressly provides for such reimbursement; provided that such expenses shall not include any internal expenses of the University, such as salaries, administrative overhead, building rent, equipment purchases, and similar expenses;
2. Any consideration deemed a Research Grant or deemed as Litigation Proceeds, as defined herein; and
3. Any amounts received by the University that are attributable to an LSU Mark.

KK. "Research Grant" shall mean (for purposes of this Section 7 of the *Regulations of the Board*) any consideration received by the University under an authorized sponsored research agreement that, along with any other provisions, grants another party any rights in any LSU Intellectual Property, where the University's disposition of that consideration is restricted by that contract to use for conducting research.

LI. "Litigation Proceeds" shall mean any money or other property received by the University as a result of any resolution of a dispute over another's use, infringement, or licensing of any LSU Intellectual Property, whether received by way of judgment, arbitration, or settlement -- and in the case of a settlement, regardless of whether any arbitration or lawsuit has been instituted.

MM. "University" shall mean the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, including all of its campuses, centers, institutions, facilities, and other property.

NN. "LSU Personnel" shall mean all University Supervisors, Officers, Faculty, Staff, Research Associates, Postdoctoral Fellows, Instructors, Graduate Students, and other employees of the University, whether part-time or full-time. "LSU Personnel" shall include, for example: (1) faculty or other LSU Personnel who are on nine-month appointments, who shall be considered "LSU Personnel" throughout the calendar year for purposes of this Section 7 of the *Bylaws*, (2) visiting faculty, and (3) adjunct faculty, emeritus faculty, and University undergraduate and professional students employed by the University when those persons act within the course and scope of their employment by the University. "LSU Personnel" shall not include adjunct faculty and University undergraduate and professional students when those individuals are not acting as employees of the University.

Section 7-3. Ownership and Management of LSU Intellectual Property

A. a. Right to Own and Manage LSU Intellectual Property

1. (1) The University holds all right, title, and interest to all LSU Intellectual Property in all countries. LSU Personnel shall execute any formal assignments to the University of all right, title, and interest to any LSU Intellectual Property, and shall execute such other documents and perform such other lawful acts (at no out-of-pocket expense to the LSU

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Personnel) as may be requested by the University fully to secure the University's interest in LSU Intellectual Property.

2. (2) As owner of LSU Intellectual Property, the University may manage, license, patent, register, sell, abandon, or otherwise dispose of any LSU Intellectual Property as the University in its discretion sees fit, including but not limited to all decisions concerning potential financial benefits to be derived from any LSU Intellectual Property.

3. (3) Only the University, acting through the procedures set forth in this Section 7, has the authority to enter into any agreement relating to LSU Intellectual Property. Any purported assignment, transfer, license, assertion of ownership, or other disposition of LSU Intellectual Property by the inventor(s) or author(s), without the prior written approval of a University official authorized pursuant to these Regulations, is void and will not be recognized by the University -- including, by way of example and not limitation, any such purported assignment or other disposition in a consulting agreement, research agreement, material transfer agreement, or confidentiality agreement.

4. (4) If the University elects not to manage, license, patent, register, sell, or otherwise dispose of any item of LSU Intellectual Property, then on written request from the affected inventor(s) or author(s), in the University's sole discretion, the University may, with any required concurrence from a research sponsor, by written agreement with the respective inventor(s) or author(s), relinquish and assign that item to the inventor(s) or author(s), subject to such conditions as the parties find mutually agreeable and to such conditions as may be required by a research sponsor.

B. b. Each Chancellor or, for LSU, the President shall establish policies and procedures for, and identify employees or positions responsible for, the management of LSU Intellectual Property on that campus. Each campus shall be responsible for compliance with all procedures and obligations under the federal Bayh-Dole Act (PL 96-517) or any other applicable laws, regulations, agreements or contracts with respect to the management of LSU Intellectual Property.

C. c. 1. (1) In exceptional circumstances, the University may waive its rights to certain items that would otherwise be LSU Intellectual Property, in favor of an outside employer of one or more LSU Personnel, if the University expressly approves in writing and in advance a valid consulting agreement between that employer and the LSU Personnel, and if the consulting agreement expressly states in writing that such items shall become the property of that employer, and if the consulting agreement and all activities conducted under the consulting agreement are in full compliance with the Code of Governmental Ethics and all pertinent rules and regulations of the University. Any such waiver may only be made in writing by the Chancellor or, for LSU, the President or the President's designee (or the President, if PM-11 or PM-67 require approval by the President of the related consulting agreement), which authority may not be further delegated, based on a written finding setting forth the reasons that such a waiver is in the best interests of the University.

2. (2) The University will ordinarily grant to a non-governmental sponsor of funded research at the University an exclusive right, for a limited period of time, to negotiate with the University for a royalty-bearing license under inventions that may result from the funded research, under mutually agreeable terms. Royalty rates or other consideration to be paid for a licensed invention will not ordinarily be determined before the invention has

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been made, except where justified in writing, in light of exceptional circumstances, to be in the best interests of the University.

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B. d. Restrictions on Publication

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~~1.~~(1) Nothing in this Section 7 shall be construed to prohibit or restrict LSU Personnel from publishing in academic channels any material that the University and those Personnel are otherwise free to publish. LSU Personnel are cautioned that early publication can destroy or impair the legal protection that might otherwise be available for intellectual property, and where appropriate are advised to consult with their campus technology transfer officers well before the first planned publication to discuss this question further.

~~2.~~(2) As a matter of policy, the University shall not normally accept restrictions or prohibitions on publications, other than a requirement for delaying publication for a reasonable period of time, from research sponsors and intellectual property licensees. Before the University can consent to any such restrictions on publication, both of the following conditions must be satisfied and documented: (1) the restrictions are tailored to be the least restrictive conditions which will satisfy the legitimate concerns of the sponsor or licensee, and (2) all LSU Personnel likely to be affected by the proposed restrictions have consented to the restrictions.

Section 7-4. Allocation of Distributable Royalties

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A. a. Distribution to Inventor or Author

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~~(1)~~1. Forty percent (40%) of all Distributable Royalties as defined in Section 7-2(j) shall be paid or transferred to the respective inventors or authors within thirty days of receipt by the University, unless a different schedule is otherwise agreed in writing by the University and the inventor(s) or author(s).

~~(2)~~2. For as long as the University receives such Distributable Royalties, payment of this allocation of Distributable Royalties shall continue to the respective inventors or authors, regardless of whether they continue employment at the University, or to their heirs, as applicable.

~~(3)~~3. Provided, however, that the Chancellor of the appropriate campus (or campuses) or, for LSU, the President or the President's designee may direct that no part (or a reduced part) of Distributable Royalties shall be paid or transferred to the inventors where those Distributable Royalties are attributable to one or more Plant Patents or Plant Variety Protection Certificates.

~~(4)~~4. Further provided, that upon the written request of any inventor or author, all or part of that inventor's or author's share of Distributable Royalties may be (1) retained by the University to support research under the direction of that inventor or author, or (2) paid to any other LSU Personnel who made a non-inventive contribution to the LSU Intellectual Property, according to a written agreement. Assessing and managing any personal tax implications of any such requests shall be the sole responsibility of the inventor or author.

~~(5)~~5. In recognition of the administrative costs that are associated with distributing small Distributable Royalty payments, the following procedures shall be used where applicable. At any time when the cumulative total of undistributed Distributable Royalty payments received on account of a particular license of LSU Intellectual Property in a given fiscal year is less than \$250, the Distributable Royalties for that license shall not be distributed as otherwise provided, but shall instead be held by the University until the end of the current fiscal year. If, at any time during that fiscal year, the cumulative undistributed total reaches

\$250, then the accumulated Distributable Royalties shall at that time be distributed as otherwise provided herein.

B. b. Distribution to the Office of the President, the LSU LIFT Fund and the Campus

1. ~~(1)~~ Five percent (5%) of all Distributable Royalties shall be allocated to the Office of the President.

~~(2)~~ Five percent (5%) of all Distributable Royalties shall be allocated to the *LSU LIFT (Leveraging Innovation for Technology Transfer) Fund* in the Office of the President for support of proof-of-concept grants to faculty at any University institution in furtherance of commercial development of inventions.

2.

~~(3)~~ Fifty percent (50%) of all Distributable Royalties shall be allocated within the appropriate campus as directed by the Chancellor of that campus or, for LSU, the President or his designee.

3.

~~(4)~~ None of the allocation of Distributable Royalties to either the Office of the President or to the campus may be allocated directly to any individual.

4.

~~(5)~~ In accord with the University's obligations under the federal Bayh-Dole Act and with the University's commitment to investing in its researchers and advancing discoveries to benefit the public, all allocations of Distributable Royalties to the Office of the President, to the LSU LIFT Fund or to a campus will be used only in further support of scientific research, education and commercialization activities.

5.

C. c. Distribution and Management of Equity

~~1.~~~~(4)~~ Corporate stock or other equity shares within Distributable Royalties which comprises the inventor's allocation as described above shall be transferred to the respective authors or inventors as soon as reasonably practicable after the University is legally able to transfer title to such equity, and until that time the University shall be the sole owner of such equity. The University shall have no liability in the event the value of such equity changes before it is distributed to the inventors or authors.

~~(2)~~~~2.~~ All stock or other equity owned by the University as its portion of Distributable Royalties shall be managed and disposed of by the President, in consultation with the Chair and Chair-Elect. The President shall have the authority to perform all acts that a stockholder or other equity holder lawfully may perform under applicable law. The President or his designee shall regularly review all equity that the University has acquired as its portion of Distributable Royalties, to decide when it should be held and when it should be sold or otherwise transferred. The President is authorized to confer with one or more financial professionals in reaching these decisions, and to rely on the advice of such professionals in making these decisions. The President shall notify the affected campus(es) prior to selling stock or other equity, except where exigent circumstances prevent prior notice.

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~~(3)~~3. To avoid potential conflicts of interest, the appearance of conflicts of interest, and potential liability:

~~a.~~(a) No LSU Personnel shall act as an officer, director, manager, or the like in any business entity in which the University acquires stock or other equity under this Section 7; except that where the pertinent contract granting the business entity rights in LSU Intellectual Property has been approved under the provisions of the University's Permanent Memorandum 67, the affected inventor(s) or author(s) may hold such managerial roles in the business entity in their personal capacities, but not as representatives of the University; and

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~~b.~~(b) The University shall not otherwise attempt to influence the management or operation of any such business entity in which the University owns equity. Exercising any voting rights associated with equity owned by the University shall not be considered to be prohibited by this subsection. In exceptional circumstances, the President, after consultation with the Board Chair and Chair-elect, may authorize a departure from this requirement; upon a written finding that doing so will be in the best interests of the University.

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~~4.~~(4) Any equity owned by the University as its portion of Distributable Royalties shall not be further distributed within the University, but instead shall be managed by the President. Any cash benefits received by the University arising from such equity ownership (for example, cash dividends, or proceeds from the sale of the equity) shall be distributed within the University in the same relative proportions as other Distributable Royalties; except that the inventor(s) shall receive no portion of any such cash, because the inventor(s) will ordinarily have already received 40% of the equity originally received by the University under Section 7-4(b)(1).

D. d. Distributions Involving Multiple Parties

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~~(1)~~1. Distribution to Multiple Inventors or Authors. When more than one inventor or author is entitled to share in Distributable Royalties, the inventors or authors as a group shall receive the forty percent of Distributable Royalties specified above, and the allocation of Distributable Royalties among those individuals will be determined as follows. That inventor's share of Distributable Royalties shall be distributed equally among the inventors or authors unless either: (i) all affected inventors or authors unanimously agree in writing on a different distribution, or (ii) if the affected inventors or authors are unable to reach unanimous agreement on a different distribution, then in proportions and under procedures established by the President based upon the merits of the individual case. This allocation by the President shall be final and unappealable.

~~(2)~~2. Distribution to Multiple Entities. Where more than one entity is entitled to share in Distributable Royalties, the allocation of Distributable Royalties will be determined as follows:

~~a.~~(a) By contract, negotiation, litigation or otherwise, the University and any party not affiliated with the University shall resolve any apportionment between the University and that other party. Only the University's part of this apportionment shall be considered Distributable Royalties.

~~b.~~(b) In the absence of any agreement by the University to the contrary, each unique invention, related patent, patent application or other form of uniquely identifiable intellectual property associated with a particular license which generates Distributable Royalties will be presumed to have contributed equally to those Distributable Royalties.

~~(e)~~c. The respective contributions to Distributable Royalties from different departments or campuses will be presumed to be the sum of the contributions for the inventors associated with each department or campus. If one inventor has appointments with more than one department or campus, each such department or campus will be deemed to participate equally in the departmental or campus contribution to Distributable Royalties associated with that inventor, unless the invention clearly resulted from work done in association with only one department or campus.

~~(d)~~d. The unique circumstances of individual cases involving multiple entities may require an unequal distribution of Distributable Royalties. Deviation from the equal distribution provided for in subsections (b) or (c), above, may be made either: **(i)** by unanimous written consent of all affected entities, **or (ii)** if the affected entities are unable to reach unanimous agreement on a different distribution, then in proportions and under procedures established by the Chancellor, or, for LSU or if more than one campus is involved, by the President, based upon the merits of the individual case. This determination shall be final and unappealable.

E. e. Distributions in Special Circumstances

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~~(1)~~1. A Research Grant shall be administered by the University in accordance with the terms of the contract establishing the Research Grant, and in accordance with any applicable laws, rules, and regulations. Authors and inventors shall not be entitled to any portion of a Research Grant, except in some cases for that portion of a salary that is customarily paid from such a source, and then only in accordance with the terms of the contract establishing the Research Grant.

~~(2)~~2. Litigation Proceeds shall be administered and distributed as follows. That unit of the University which funds expenses related to litigation or other means of dispute resolution related to LSU Intellectual Property first shall be entitled to recover double its legal and other associated expenses, before any other distribution of Litigation Proceeds. After such recovery of double expenses, any excess Litigation Proceeds shall be treated as Distributable Royalties and allocated accordingly.

~~(3)~~3. If the University directly sells research materials (not including agricultural products) to third parties, in greater than nominal quantities and for more than a nominal charge; **and** if those research materials incorporate an LSU Invention (patented or unpatented) that is not in the public domain at the time (for example cell lines or laboratory animals that are not otherwise publicly available), **and** if the University therefore has no agreement with a third party as to royalties attributable to the LSU Invention; then in such a case the University and the inventors shall agree in writing as to a reasonable royalty rate to be imputed to net sales of the research materials. The agreed-upon royalty rate and any proceeds arising therefrom will be treated thereafter as Distributable Royalties for all purposes.

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~~(4)~~4. Activity conducted by the University for educational, research, or non-commercial purposes shall not give rise to any "Distributable Royalties."

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Section 7-5. General Requirements for Licenses and Other Agreements

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A. As a matter of policy, the University will not license or otherwise encumber rights in future LSU Intellectual Property whose conception is not complete as of the date the license or other encumbrance is executed; except for the strictly limited rights that may be granted to a sponsor of funded research respecting inventions resulting from the funded research, as provided in greater detail in Section 7-3(c)(2).

- Bb.** As a matter of policy, the University shall require that each licensee of rights in LSU Intellectual Property may not *assign* or *transfer* the licensed rights without the University's express prior written approval, which the University may agree, in its sole discretion, not to unreasonably withhold. Further, the University shall require that a licensee may *sublicense* the licensed rights in LSU Intellectual Property only if (i) the sublicense agreement includes express provisions requiring the sublicensee to abide by the terms of the license between the University and the licensee, (ii) the sublicense agreement specifies that no sublicensee shall issue any further sublicenses without the express written consent of the University, and (iii) the licensee agrees to provide the University with copies of each sublicense, and all subsequent amendments thereto, within a reasonable time period from date of execution of such documents.
- C.c.** As a matter of policy, the University shall require each licensee of LSU Intellectual Property, and ordinarily each sublicensee, to obtain reasonable levels of liability insurance or to have adequately capitalized self-insurance, in an amount to be included in the license or other agreement and to be determined in view of the reasonably perceived risks presented by the particular technology being licensed. This insurance coverage shall commence no later than the date when the first commercial sale under the license is made, or the date of the first clinical trials of a human drug or medical device, whichever is earlier, and shall continue in effect until the expiration of all applicable periods of prescription or statutes of limitation. The University shall be named as an additional insured in each such insurance policy. On a case-by-case basis, after reviewing all pertinent facts, the requirement of liability insurance may be waived where the University assigns all rights in LSU Intellectual Property to another party, with the University retaining no residual rights or residual share of royalties; except that in such a case the University may retain a nonexclusive right to practice the assigned intellectual property right for experimental, educational, or noncommercial purposes.
- dD.** As a matter of policy, the University shall require that each licensee and assignee, and ordinarily each sublicensee, of LSU Intellectual Property shall indemnify the University against claims and lawsuits arising as a result of activities related to the licensed or assigned intellectual property, whether the claim or lawsuit arises under tort law, products liability law, intellectual property law, or otherwise, the indemnity to include reasonable costs of litigation and attorneys' fees.
- eE.** As a matter of policy, the University does not ordinarily permit brokerage of LSU Intellectual Property. Rather, the University expects its licensees to be directly active in developing and commercializing licensed LSU Intellectual Property. Exceptions to this policy will be permitted only upon the written authorization of the Chancellor or, for LSU, the President or his designee upon a written finding that exceptional circumstances exist such that brokerage of a particular LSU Intellectual Property is in the University's best interests.
- fF.** In circumstances where the University assigns or waives certain intellectual property rights in favor of the authors or inventors, whether under Section 7-3(a)(4), Section 7-7.a, or otherwise, then, unless there is an authorized written agreement by the University that expressly provides otherwise, in each such case the assignment or waiver shall be without representation or warranty from the University of any kind, including no warranty or representation as to validity; scope; enforceability; inventorship; authorship; title; or absence of infringement of third party patents, copyrights, trademarks, or other third party rights. As examples: **(1)** In such a case it shall be an author's sole responsibility to obtain any necessary copyright clearances from third parties; and **(2)** In such a case it shall be an inventor's sole responsibility to obtain any necessary patent licenses from third parties. Furthermore, authors and inventors in such cases are cautioned that the waiver or assignment of such intellectual property rights by the University does not include the right to use any LSU Mark.
- gG.** Except as otherwise expressly provided herein, any substantial deviation from the general policy requirements set forth in this Section 7-5 must be approved by the President, upon a written recommendation from the Chancellor which documents that the deviation is in the best interests of the University and is adequate to protect the University's interests.

Section 7-6. Uniform Process for Managing Technology Transfer at the University

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—Except as otherwise provided in the Bylaws, and notwithstanding any other provisions of these Regulations, all purchases, sales, transfers, assignments, or licenses (collectively, "Commercialization") of LSU Intellectual Property made by any campus or institution of the University shall be conducted in accordance with the following uniform process.

A. a. Presidential Approval of License Agreements

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License agreements shall require approval and execution by the President, which authority may be further delegated at the discretion of the President, pursuant to Article VII, Section 8.B.2 of the Bylaws, as is deemed to be in the best interests of the University.

b. Standard Forms, Reporting, and Procedures

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1.(4) Standard templates for the commercialization of LSU Intellectual Property have been developed and may continue to be developed and refined through use. Each campus or institution shall use these templates in all transactions related to the commercialization of LSU Intellectual Property and shall justify deviations from the template as necessary.

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(2)2. Actions related to the Commercialization of LSU Intellectual Property shall be reported to the President and the Board, in a format, on a timeframe, and with information prescribed by the President after consultation with the Board. Such reporting requirements may be fulfilled by any such entity as is designated to manage that activity.

(3)3. All license agreements submitted by a campus for approval and execution by the President or his designee shall be accompanied by a certification from appropriate campus officials and a checklist which provides:

(i)a. a description of any potential conflicts of interest and a certification that all applicable disclosure forms required by any University policy have been executed, or a certification that no such potential conflicts are known to exist; and

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(ii)b. a description of the due diligence performed to evaluate the commercial potential of the LSU Intellectual Property which is the subject of the proposed agreement; and

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(iii)c. a description of the due diligence activities performed to evaluate the proposed licensee; and

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d.(iv) a description of any significant deviations from the standard template agreements and justification for such changes.

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Section 7-7. LSU Works, LSU Software, LSU Databases, LSU Digital Media, and Course Materials.

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The various provisions of Sections 7-3 through 7-6 shall apply to LSU Works, LSU Software, LSU Databases, and LSU Digital Media. In addition, the provisions of this Section 7-7 shall also apply to LSU Works, LSU Software, LSU Databases, and LSU Digital Media, but not to other forms of LSU Intellectual Property. This Section 7-7 shall also apply to Course Materials.

aA. Notwithstanding the provisions of Section 7-3(a) above, the University releases to the respective author(s) all of the University's interest in any copyright to a book, article, lecture, thesis, dissertation, other literary work, work of art, Course Material, or musical composition that would otherwise be an LSU Work; except that the University's interest shall not be so

released: **(i)** if the University publishes the work itself; **or (ii)** if the University publishes or produces a derivative work based on that work, where the derivative work is an audio, video, or digital production or broadcast, including by way of example video recordings of lectures, other recordings of lectures, distance learning activities, or other course-related activities; **or (iii)** if the University is required to deliver the work to a third party under a research contract or other contract between the University and the third party. This release of certain rights to the author(s) does not apply to LSU Software or to LSU Databases. The University reserves a nonexclusive, paid-up, royalty-free right to distribute copies of Course Materials, theses and dissertations, both internally and to third parties, whether by electronic means, microfilm, or otherwise.

The release of rights to Course Materials only applies to the extent that an author or co-author himself or herself uses those materials in the *bona fide* teaching or instruction of a regularly scheduled course for credit at the University, and does not extend to rights that are derived from a co-author who is not involved in the teaching or instruction of a regularly scheduled course for credit at the University. The release of rights to Course Materials may include copyrights in items that would otherwise constitute LSU Works, LSU Software, or LSU Digital Media; such a release does not, however, include rights in any patent, patent application, LSU Database, LSU Mark, or LSU Invention.

Bb. Prior to submitting any LSU Digital Media to an entity outside the University, the author(s) shall first submit a disclosure of the LSU Digital Media to an office or committee on the author(s)' campus to be appointed by the Chancellor or the Chancellor's designee or, for LSU, the President or his designee. The disclosure shall include a detailed description of the proposed LSU Digital Media, a copy of the LSU Digital Media, or both, and shall also include a statement specifying what resources (Personnel, funds, equipment) were used to prepare the LSU Digital Media. The designated office or committee shall then determine, on a case-by-case basis, whether the LSU Digital Media shall be treated as an LSU Work or as LSU Software for purposes of these *Bylaws*, including whether or not an express, written release of copyright to the author(s) is appropriate by analogy to Section 7-7(a). In deciding this question, the office or committee shall consider such factors as whether the LSU Digital Media more closely resembles an electronic version of a traditional printed book, versus a work substantially enhanced with multimedia; the extent to which University resources and Personnel were used; the extent to which the resources and Personnel of an outside party such as a publisher were used; and any other factors that the committee or office considers relevant in reaching an equitable decision.

cC. If the University publishes an LSU Work or LSU Database itself, or if the University directly provides others access to an LSU Work or LSU Database in exchange for consideration received directly by the University, and if the University therefore has no agreement with a third party concerning royalties attributable to the LSU Work or LSU Database, then twelve-and-one-half percent (12.5%) of the net sales attributable to the LSU Work or LSU Database shall be treated as Distributable Royalties for all purposes. For example, the respective author or authors (as a group) shall be entitled to receive a total of $40\% \times 12.5\% = 5.0\%$ (five percent) of such net sales as the authors' portion of Distributable Royalties.

Dd. If an LSU Work, LSU Database, LSU Digital Media, or Course Material is used by the University as part of course instruction, including without limitation Course Materials posted on the Internet and Course Materials used in distance learning, then the author(s) of the LSU Work, LSU Database, LSU Digital Media, or Course Material shall not be entitled to receive any portion of any tuition, fees, or other amounts received by the University on account of that course, regardless of whether an author is substantively involved in the teaching of that course. The University shall be free to use the LSU Work, LSU Database, LSU Digital Media, or Course Material as part of the course instruction in the University's discretion. By contrast, if the University should receive any royalties on account of an LSU Work, LSU Database, or LSU Digital Media -- for example, royalties for videotapes, audiotapes, or digital media licensed to a third party for distribution independently of the University course -- then those royalties will be treated as Distributable Royalties for purposes of Section 7-4 above.

Section 7-8. Confidential Materials.

University and campus officials are authorized to protect the confidentiality of materials that are exempt from the Louisiana Public Records Law, pursuant to La. R.S. 44:4(16) or otherwise, to the full extent permitted by law. The President, the Chancellor, the technology transfer officer for each campus, and any other individual designated by the President or by the Chancellor, may certify in writing that particular materials that have been requested under the Public Records Law are subject to a particular statutory exemption under the Public Records Law.

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Section 7-9. Miscellaneous.

- aA. Nothing herein shall be construed to alter, amend, or in any way affect either PM-11 or PM-67, or the policies and procedures set forth therein, which are required by La. R.S. 42:1123(9) and (10).
- bB. In the event of any conflict between the provisions of this Section 7 and any other provisions of the *Regulations* of the Board of Supervisors or any Permanent Memorandum, the provisions of this Section 7 shall control.
- cC. Nothing herein creates any rights, procedural or substantive, in any third parties.

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CHAPTER ARTICLE VIII. AFFILIATED ORGANIZATIONS.

AFFILIATED ORGANIZATIONS

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Section 8-1. Relationship to the University.

Private support organizations can enhance the programs, facilities, and research and educational opportunities offered by institutions of higher education. The Board promotes the activities of alumni associations, foundations, and other private, nonprofit organizations that raise private funds for the support of the various campuses in the University. A nonprofit corporation, whose principal purpose is to support one or more programs, facilities, or research or educational opportunities offered by public institutions of higher education, shall be a private entity provided that it meets the criteria enumerated in all applicable state and/or federal statutes.

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Section 8-2. Alumni Organizations.

All affiliated organizations, such as alumni associations, foundations, and other nonprofit groups, whose principal interest is to provide public support to enhance the programs, facilities, and research and educational opportunities offered by University campuses must be officially recognized by the Board. This official recognition requires compliance with University and Louisiana Board of Regents policies and all applicable state/federal statutes. All affiliated organizations seeking official recognition by the Board shall make application through the Office of the President. Such application shall include the necessary documentation to establish full compliance with all applicable policies and laws.

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CHAPTER ARTICLE IX. REPEAL AND AMENDMENT TO REGULATIONS.

REPEAL AND AMENDMENT TO REGULATIONS

Section 9-1. Repealing Clause.

All rules, orders, regulations, and resolutions heretofore enacted or adopted by the Board which are in conflict with these **Regulations** are hereby repealed.

Section 9-2. Amendment.

These **Regulations**, except as they include provisions specifically covered by the Statutes of the State of Louisiana and the **Bylaws** of this Board, may be amended by receiving an affirmative vote of a majority of the members of the Board after receiving recommendations of the appropriate committee of the Board.

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Request from LSU Alexandria for Approval to Establish a Bachelor of Science in Kinesiology

To: Members of the Board of Supervisors

Date: October 4, 2018

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

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

1. Summary of Matter

Description and Need

LSU Alexandria's is seeking approval of the proposed Bachelor of Science in Kinesiology program. For several years, the university has offered a Bachelor of General studies with a 27-hour concentration in kinesiology. There is substantial enrollment in the concentration, and the addition of a fully-developed bachelor's degree would offer two principle advantages to interested students:

- 1) Students would acquire a more complete and more structured foundation in the discipline of kinesiology, a foundation that would include required courses in personal and community health, diet and nutrition, physical conditioning, and physical education;
- 2) Students would have the opportunity to pursue a concentration in one of three more specialized areas: health and physical education; sports management and administration; and health and fitness studies.

The more complete and diverse curriculum of the proposed degree would better accommodate the educational goals of students interested in kinesiology and place them in a better position to compete for employment opportunities in their specific area of interest after graduation.

The curriculum for the BS in Kinesiology includes 41 hours of general education courses, 24 hours of required kinesiology foundation courses, 13-22 hours of electives, and 33-42 hours of requirements in the student's chosen concentration. Students who wish to apply to professional schools will be advised to take the specific courses required for admission to such schools. All courses for the program already exist, and most are offered on a regular basis.

The growing problems of obesity, type II diabetes, and other chronic diseases means that more people are interested in achieving healthier lifestyles and are seeking professional help in doing so. The latest U.S. Department of Labor statistics indicate that employment opportunities for personal trainers, group fitness instructors and health coaches are expected to increase 13% through 2022. Louisiana Workforce Commission Star Level indicates 4 stars for kinesiology professions. Students enrolled in kinesiology programs are in a prime position to take advantage of such opportunities either directly after graduation or after earning post-graduate professional certifications in health-related fields or in K-12 physical education. Due to statewide health

statistics being among the lowest in the nation and the willingness of governmental and non-governmental organizations within the state to address this critical issue, graduates of this program will be in even greater demand.

The ability of LSU-A students to earn a kinesiology degree in their region and subsequently to secure employment in that region will have a positive impact on the both the health and economic outcomes of Central Louisiana.

Students

The kinesiology concentration with the Bachelor of General Studies enjoys wide subscription among the school's growing community of student-athletes. In 2014, the university added five new intercollegiate-level sports to complement the original baseball and softball programs. Current and prospective student-athletes have inquired with great frequency about the possibility of this program. Additionally, the concentration included within this degree program, the Health and Physical Education concentration, would allow undergraduate students to pursue a bachelor's degree *while* taking courses required for state certification for physical education teachers and/or coaches. Currently, only applicants with a bachelor's degree can apply for the certification-only alternate path program in Health and Physical Education, Grades K-12.

A majority of students who attend LSU Alexandria rely on Pell Grants, some form of federal financial aid, or student loans. Many are first generation students who work part-time or full-time. Therefore, requiring students who wish to work in the kinesiology-field to commute to either Northwestern, an hour away, or to Louisiana College, a private school with a higher cost of attendance, imposes additional obstacles to educational attainment. Alexandria's program in kinesiology will help promote educational attainment in Region 6, which currently has only nine percent of individuals between the ages of 25-64 holding bachelor's degrees.

Currently, 102 students are enrolled in the existing BGS concentration in kinesiology. Since Spring 2017, 36 students have graduated with this concentration. A recent survey showed that a majority of students within the BGS program were interested in the new degree and would switch from the concentration to the major once approved. Due to the enrollment and graduation numbers and student interest, the following figures represent the projected number of majors in, and graduates from, the proposed Bachelor of Science in Kinesiology:

- Year 1: 55 majors, 15 graduates
- Year 2: 65 majors, 20 graduates
- Year 3: 80 majors, 30 graduates
- Year 4: 100 majors, 45 graduates
- Year 5: 125 majors, 60 graduates

2. Review of Business Plan

LSU Alexandria will be able to offer the BS in Kinesiology at minimal additional cost as it will not have to hire additional full-time faculty during the first year of the program's life; courses in the major will be taught by existing full-time and part-time faculty. It is anticipated that the

university will hire a tenure-track kinesiology professor at approximately \$90K to teach additional courses beginning in year two.

The proposed program will be housed in the Department of Education, the home of the existing kinesiology concentration. Once approved, the university will seek national accreditation for the Health and Physical Education concentration.

3. Review of Documents Related to Referenced Matter

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

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

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

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the does hereby approve the request to establish a Bachelor of Science in Kinesiology at LSU Alexandria, subject to approval by the Louisiana Board of Regents.



Request from LSU A&M for Approval to Reconfigure the MS in Human Ecology to an MS in Child and Family Studies

To: Members of the Board of Supervisors

Date: October 4, 2018

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

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

1. Summary of Matter

Background Information

Currently, the graduate degrees (MS and PhD) for the School of Social Work are under the rubric of Human Ecology (HUEC) and are currently inactive, not allowing any students to enroll. The School of Human Ecology no longer exists at LSU, and the three former divisions have been split and moved to different schools and colleges within LSU. This was approved by the Board of Regents on August 21, 2013 and stemmed from a campus-wide reorganization effort. The former Division of Human Nutrition and Food Sciences faculty have moved to the new School of Nutrition and Food Science in the College of Agriculture, and their graduate degrees are now in that school. The former Division of Textiles, Apparel Design, and Merchandising is now an independent department in the College of Agriculture, and their graduate degrees are now in that school. The former Division of Family, Child and Consumer Sciences faculty have been moved to the Division of Child and Family Studies within the School of Social Work in the College of Human Sciences and Education; however, their graduate degree programs are still listed under the now defunct Human Ecology rubric.

As the split and reorganization was in process, faculty in each program were given assurances that once settled in their new academic homes, the question of reactivating the graduate degrees could be revisited. The CFS faculty have carefully considered capacity, current resources, student demand, and employment market trends and have determined that now is the time to reactivate. The CFS faculty do not wish to reactivate the PhD program at this time but reserve the option to do so in the future if demand warrants it.

Description and Need

Louisiana State University requests approval to establish a Master of Science in Child and Family Studies that would replace the now defunct Human Ecology program and place it under the auspices of the Division of Child and Family Studies within the School of Social Work in the College of Human Sciences and Education. As the previous degree program only offered a thesis option, minor changes will be made in the required courses and credit hours to reflect a thesis or non-thesis option. The course rubrics have already changed from HUEC to CFS. All students who began their degrees in one of the divisions while it was under Human Ecology have now

completed their degrees; no student is currently enrolled in the suspended program.

The new program name reflects a contemporary view of the scholarship and training for CFS students. The Board of Regents for the state of Louisiana does not acknowledge Human Ecology as a Support Fund Program and does not provide a department code for use when applying for grants. The proposed degree name will benefit students by providing a more accurate description of the academic experience, will be easier for prospective students to identify and locate degree programs by being more searchable on the internet, will facilitate increased graduate enrollment, and will facilitate better employment opportunities for students due to the accurate name of the degree.

CFS was part of the traditional land-grant mission to promote stability and well-being of families in all forms, positive human growth and development, optimal management of resources, and helping to build a well-prepared, education workforce for current and future labor markets. Since Louisiana's poverty level is third in the nation and 60% of children in the state live in poverty, there is great need for child and family experts to work directly with families within communities, schools, hospitals, nursing homes, etc. The BLS states that community and social services professionals is projected to grow 14 percent until 2026, faster than the average for all occupations, adding about 371,900 jobs.

In the previous MS program in HUEC, graduates were prepared for advanced level positions, including administrative and leadership roles. CFS faculty are nationally and internationally-recognized scholars and practitioners actively engaged in research focused on marginalized families via poverty, racial inequality, or healthcare disparities as well as traditional family forms and functions.

The effective date of program implementation will be fall 2019 to coincide with the publication of the next *General Catalog*.

2. Students

The CFS undergraduate program has grown rapidly under the structure provided by the School of Social Work and undergraduates are in demand in the job market. The graduate degree program will be useful for those undergraduates who wish to attain advanced positions. From 1990-2012, when HUEC was essentially dissolved, the CFS graduate program produced 83 master's students, all of them thesis writers. Many of the CFS students went on to get PhDs, while many stayed within the community and state as strong positive influences on human and community services.

BS in CFS Enrollment		
	Enrollment	Graduates
2017-18	196	?
2016-17	199	58
2015-16	203	66
2014-15	190	52
2013-14	155	33

The proposed MS will be held to complete threshold standards set by the Board of Regents (6 graduates per year for Master's). Given the expected growth of the programs with the new program name and department, CFS expects to meet or exceed these standards going forward.

Projected enrollment based on interest from undergraduates and past enrollment numbers are: Year 1 = 10 students; Year 2 = 15; Year 3 = 18; Year 4: 19; Year 5 = 20.

3. Review of Business Plan

Because the request is to reconfigure the graduate program in the Division of Child and Family Studies, no new faculty members will be necessary to initiate the proposed changes. The five current faculty are capable of carrying the additional workload. The size of the current faculty is the same as it was in the past. Three faculty members are tenured/tenure track, with the expectation of research, teaching, and service. Two faculty members are non-tenure track professional practice ranks and carry a 100% teaching load. Any future requests will be dependent on enrollment and program demand. No additional library, facilities, and other special resources will be required because the graduate program is not new to the university. Current library materials have been purchased to support this program. The program will be jointly administered by the College of Human Sciences and Education and the Division of Child and Family Studies within the School of Social Work and the Graduate School. Current administration will not change.

4. Review of Documents Related to Referenced Matter

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

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

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

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the Request to Reconfigure the MS in Human Ecology to a MS in Child and Family Studies (CIP: 19.0101) from Louisiana State University & Agricultural & Mechanical College, subject to approval by the Louisiana Board of Regents.



Recommendation to Approve the Fiscal Year 2019-20 Operating Budget Request

To: Members of the Board of Supervisors

Date: October 4, 2018

This is a significant Board matter pursuant to the Board's Bylaws, Article 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 the Matter

Each year a budget request that details the needs of all LSU campuses and entities for the upcoming fiscal year is completed. The budget request for formula campuses is prepared under instructions issued by the State in which modifications are made to existing operating budget forms. Officially, the total budget request for state funds for formula campuses is submitted by the Board of Regents to the Division of Administration and Legislature with a request for funding of the formula for higher education as calculated that year. On Wednesday, October 24, 2018, the Board of Regents will consider and approve a budget request for postsecondary education based on a preliminary formula calculation for the formula institutions and other identified budget needs for higher education systems, boards, and agencies. The formula will then be updated in the spring as additional information becomes available and presented as the final request to the Legislature at the end of March.

Traditionally, the Division of Administration's higher education budget manager requests that campuses submit information on operational or expanded need activities (see **Attachment I**) that the campuses identify as priority for funding. The submission of these operational or expanded need items is **not** part of the "official" budget request, and is only submitted at the request of the Division of Administration higher education budget manager for informational purposes.

The preliminary total unrestricted budget request for all entities under the supervision of the Board for FY 2019-20 will not be known until the Louisiana Board of Regents releases the preliminary formula for the formula campuses along with other identified budget needs for higher education systems, boards, and agencies. Additional information on the Regents' FY 2019-20 budget request will be sent to the Board under separate cover at that time.

2. Review of Documents Related to Referenced Matter

LSU campuses and entities have submitted their FY 2019-20 budget requests in the format required by the Division of Administration and the Board of Regents. The full requests are available on the website.

ATTACHMENTS

- I. Summary of FY 2019-20 Operational or Expanded Need Requests

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (“Board”) does hereby provide authority to President F. King Alexander (“President”) to approve the preliminary proposed budget request for the fiscal year ending June 30, 2020. The budget request consists of state appropriations and other operating budget funds for the LSU campuses and entities based on the requests of the respective campuses and entities and the preliminary Board of Regents funding formula.

BE IT FURTHER RESOLVED that the Board does hereby authorize the President to continue to work with the Board of Regents on the appropriate formula methodology and budget request for the LSU units to be used for the FY 2019-20 budget request and, with notice to the Board, to act on behalf of the Board in approving the final FY 2019-20 budget request for all LSU campuses and entities. The Board hereby delegates all such authority necessary to accomplish such purposes to the President.

BE IT FURTHER RESOLVED that the Board does hereby approve the proposed requests for operational or expanded need activities, based on the information provided by the respective LSU campuses and entities, which will be provided upon request to the higher education budget manager of the state Division of Administration.

BE IT FURTHER RESOLVED that transactions included or referred to in the proposed operating budget that otherwise require Board approval are not approved by mere inclusion in the proposed operating budget.

**OPERATIONAL OR EXPANDED NEED
PRIORITY LISTING**

State General Fund (Direct)

School: LSU System and A&M College

PRIORITY	PROJECT/SERVICE	AMOUNT
1	Faculty and Staff Merit Increase	\$12,000,000
2	Deferred Maintenance	\$3,000,000
3	IT Modernization - Student Systems	\$6,957,008
	Total	\$21,957,008

School: LSU - Alexandria

PRIORITY	PROJECT/SERVICE	AMOUNT
1	Major Repairs - Roof Replacement	\$900,000
2	Enrollment Management Services	\$205,350
3	Information Technology	\$370,000
4	Library & Scientific Equipment Needs	\$270,000
5	Accreditation Support for Emerging Programs	\$408,000
6	Facility Services/Grounds Staffing	\$200,000
	Total	\$2,353,350

School: LSU - Eunice

PRIORITY	PROJECT/SERVICE	AMOUNT
1	Student Success Center	\$500,000
2	LSUE Online Learning Center	\$372,600
3	Surgery Technology Program	\$239,100
4	Human Services Program	\$133,900
5	Campus Wayfinding/Signage	\$250,000
	Total	\$1,495,600

**OPERATIONAL OR EXPANDED NEED
PRIORITY LISTING**

State General Fund (Direct)

School: LSU - Shreveport

PRIORITY	PROJECT/SERVICE	AMOUNT
1	Long Term Enrollment Management Strategy	\$450,000
2	Distance Learning - Infrastructure Support	\$900,000
3	Quality STEM & Health Care Initiatives Including stellar K-12 Stem Programs	\$1,200,000
4	Resolution of LSUS Student Housing	\$1,750,000
5	Global Diversity Initiative	\$300,000
6	Red River Watershed Management Institute Revitalization	\$500,000
7	Strategic Initiatives to Partner with Community for Renovation and Programming of the Health & Physical Education Building	\$750,000
	Total	\$5,850,000

School: LSU - Health Sciences Center - New Orleans

PRIORITY	PROJECT/SERVICE	AMOUNT
1	Louisiana Cancer Research Consortium Occupancy Cost	\$2,200,000
2	Initiative for Precision Health	\$484,350
3	Dentistry Rural Scholar Track	\$367,700
4	Civil Service Classified Market Adjustments	\$523,307
5	Faculty Promotion in Rank	\$287,263
6	Library Inflation	\$688,427
7	Inflation	\$685,124
	Total	\$5,236,171

School: LSU - Health Sciences Center - Shreveport

PRIORITY	PROJECT/SERVICE	AMOUNT
1	Hospital Legacy Costs	\$15,963,091
2	Research Enterprise Equipment	\$3,546,635
3	Surgical Skills and Clinical Skills Lab Equipment	\$916,903
	Total	\$20,426,629

**OPERATIONAL OR EXPANDED NEED
PRIORITY LISTING**

State General Fund (Direct)

School: LSU Agricultural Center

PRIORITY	PROJECT/SERVICE	AMOUNT
1	Operational Expense Increases	\$5,000,000
2	Plant Biotechnology/Crop Development	\$1,500,000
3	Digital Agriculture	\$1,500,000
4	Food Safety	\$2,000,000
5	Childhood Obesity - Healthy Lifestyles	\$600,000
6	4-H Youth Character/Workforce Development	\$350,000
7	Healthy Communities	\$2,500,000
8	Water Resources Initiative	\$1,400,000
	Total	\$14,850,000

School: LSU Pennington Biomedical Research Center

PRIORITY	PROJECT/SERVICE	AMOUNT
1	Basic Metabolic Laboratory Research	\$974,000
2	Bioinformatics Program Development	\$1,010,000
3	Clinical and Translational Expansion	\$1,456,000
	Total	\$3,440,000
	Grand Total	\$75,608,758



Request from LSU A&M to Approve the Schematic Design of the LSU Stephenson Veterinary Hospital

To: Members of the Board of Supervisors

Date: October 4, 2018

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

A.6. Schematic Designs: Exterior elevations of new buildings and of renovations or construction projects that significantly alter the appearance of the exterior of the building or other physical structures, where the construction cost is anticipated to exceed \$1 million.

1. Summary of the Matter

Pending approval of the schematic design for the new LSU Stephenson Veterinary Hospital by the University Architect and the University's Facility Design and Development Committee (FDDC) at their upcoming September 27, 2018 meeting; LSU requests the Board's final approval of this schematic design.

2. Review of Business Plan

N/A

3. Fiscal Impact

N/A.

4. Description of Competitive Process

N/A.

5. Review of Legal Documents

N/A

6. Parties of Interest

N/A

7. Related Transactions

N/A

8. Conflicts of Interest

None.

ATTACHMENTS

- I. Transmittal Memo
- II. Schematic Design (Site Plan & the Exterior Elevations)

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the exterior elevations for the LSU Stephenson Veterinary Hospital.



PLANNING, DESIGN & CONSTRUCTION

FINANCE & ADMINISTRATION

Aug 29, 2018

To: F. King Alexander,
President

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

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

Through: Danny Mahaffey, Assistant Vice President/University Architect
Facility & Property Oversight

From: Roger Husser, Assistant Vice President
Planning, Design & Construction 

Subject **Board of Supervisors Agenda, October 4, 2018**
Stephenson Veterinary Hospital, Schematic Design

The **Stephenson Veterinary Hospital** project is in the schematic design phase of development. The schematic design requires approval by the Board of Supervisors to assure campus development is in accordance with adopted design standards. It is therefore requested that this project be placed on the agenda for the October 4, 2018 meeting of the Board of Supervisors.

The project is being recommended for approval by Planning, Design, and Construction and the University Architect. The Facilities Design and Development Committee (FDDC) will review at its meeting on September 27, 2018. Enclosed are copies of reduced images of the planned additions and a representative of the LSU School of Veterinary Medicine will attend the meeting as needed to make the presentation to the Board of Supervisors.

Funding for the project is being provided by the State, Private Donor, and the School of Veterinary Medicine.

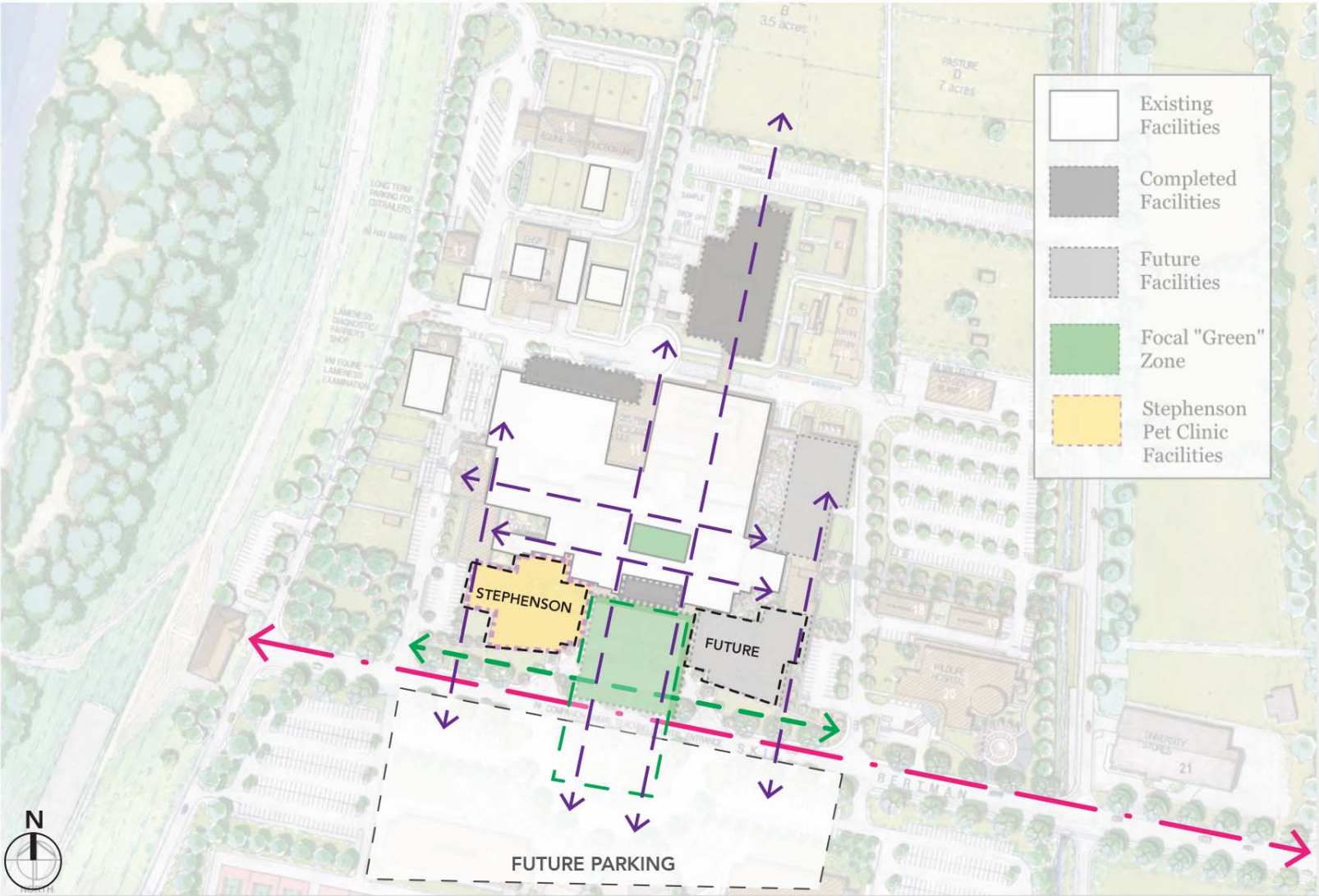


DISTRICT PROGRAM RESPONSE

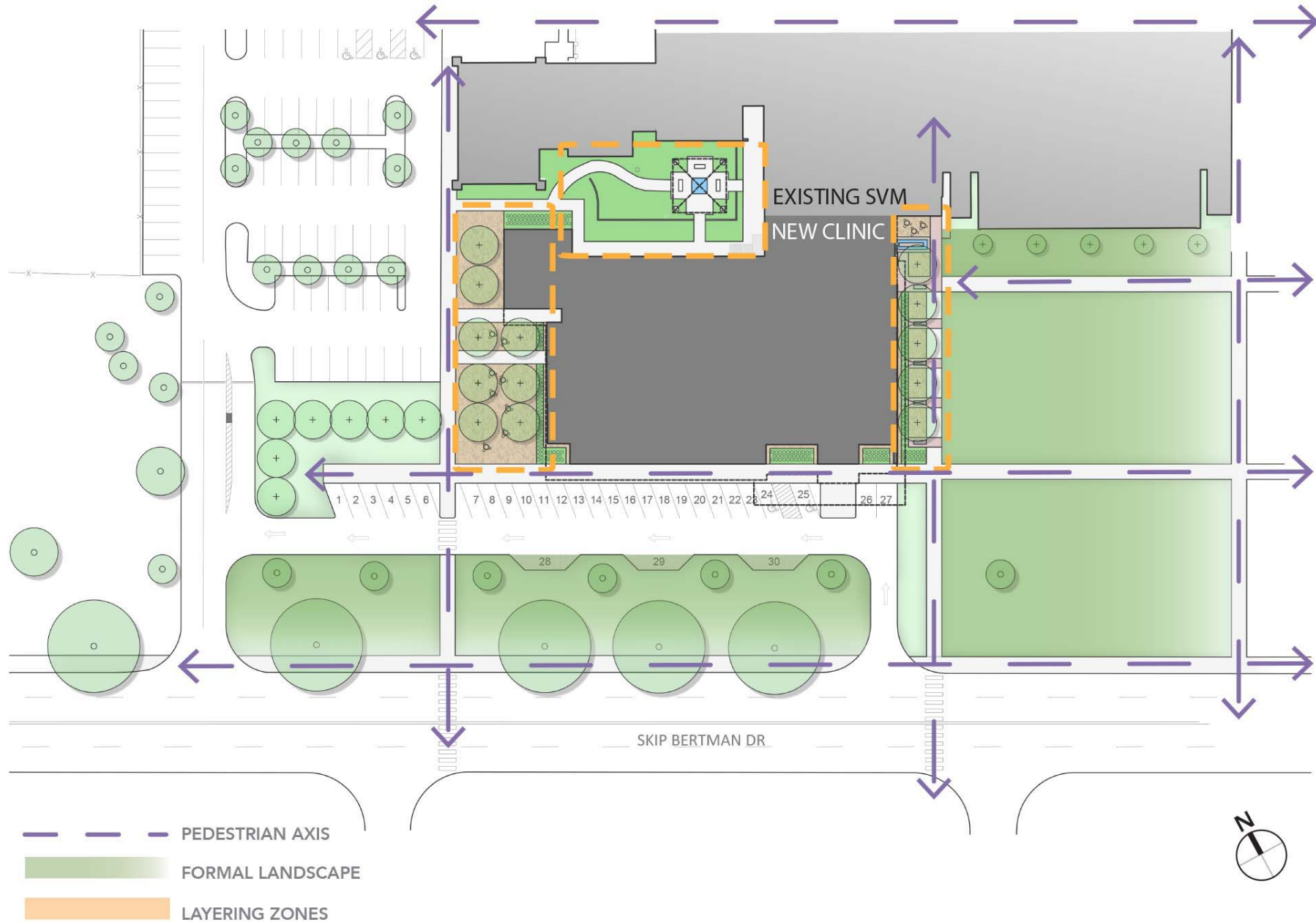
Designers should analyze their project's surroundings to determine which type of social spaces their project should contribute to the campus. A healthy campus needs diverse social spaces that vary in program, scale, and edge condition, with some that bring together diverse disciplines and others that respond to their particular academic setting

The monumental nature and open context of this district lends well to human scale through massing change.

The unique aspects of program and scale allow this district to depart from strict adherence to the university's historic architecture. Designers can take the most liberty in their selection and application of design elements, while still tying new buildings to the campus context.



- CAMPUS ARTERY
- PEDESTRIAN AXIS
- LANDSCAPE AXIS



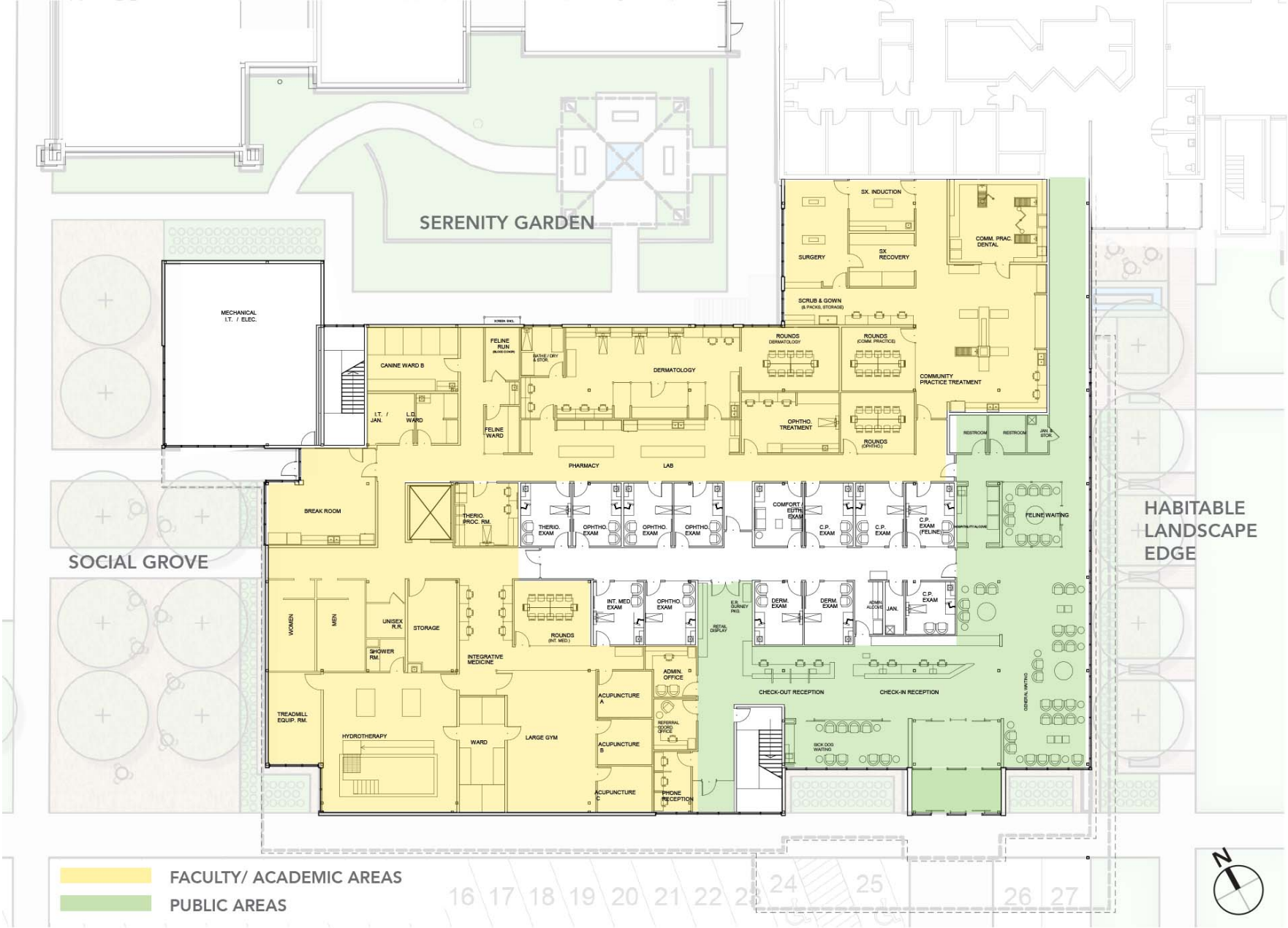
LAYERING

The signature experience of walking through LSU is one of traveling through layers of shaded, interstitial space where buildings integrate into the landscape and unfold on approach. Reinforce this experiential quality with deeply layered facades, filtering landscapes, and pathways designed to direct views, especially around entry sequences. Layering can be a part of the building architecture, site design, or landscape and should mediate between indoor and outdoor, control sun exposure, and establish human scale. Use layering to provide an incremental transition between buildings and landscape.

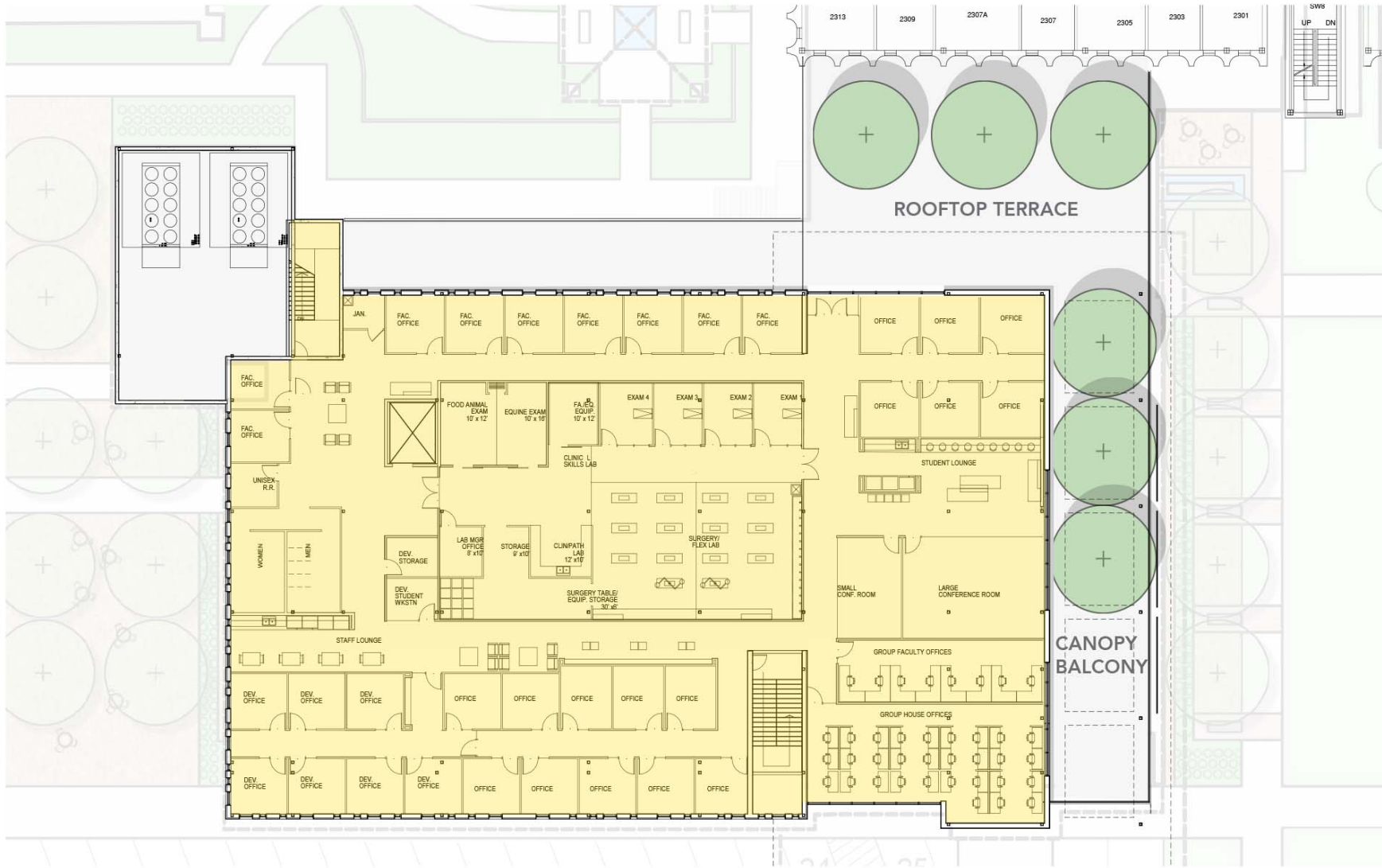
Use layering to reduce the mass of large buildings, establish Human scale at the ground level, and provide prospect and engaging views at upper levels. Design layers in such a way that pedestrians perceive landscape and building as an integrated spatial environment - one that is inviting, lively, and connected.

SOCIAL SPACES

LSU is a campus where academic life happens in public, and the opportunity to share information in social spaces benefits learning, emotional well-being, and campus culture. Successful social spaces are programmatically flexible, comfortable, safe, represent varying scales, and allow for quiet and active inhabitation. New construction should create well-defined social spaces with the opportunity to spill from indoors to out, convenient to major pedestrian and transportation thoroughfares, and which accommodate activities essential to campus life. Design the ground floor of buildings and surrounding landscape to welcome movement between the two.



First Floor Plan



SOCIAL SPACES

A healthy campus needs diverse social spaces that vary in program, scale, and edge condition, with some that bring together diverse disciplines and others that respond to their particular academic setting. While the nature of activities varies, well-designed social spaces connect people to their environment and community.

Roof Articulation: As the vertical scale of the campus continues to increase, the aesthetic impact of roof design becomes more critical. When the roof can be seen from the ground and surrounding buildings, it should be designed as a fth facade with a material palette and articulation that harmonizes with campus character. Mechanical equipment should be well-integrated into the roovescape and adequately screened from view, including views from taller buildings.

 FACULTY/ ACADEMIC AREAS



Second Floor Plan



DESIGN ELEMENTS

An overarching goal of new architecture at LSU is authenticity. New buildings should eschew false or obfuscating design elements such as partial roofs, artificial arcades, and gratuitous elements. Rather, they should honestly communicate their program, foundation and construction, and utilize an honest and forthright material palette.

PLAY: The unique aspects of program and scale allow this district to depart from strict adherence to the university's historic architecture. Designers can take the most liberty in their selection and application of design elements, while still tying new buildings to the campus context.

OPENINGS: Prioritize shading elements that do not obscure window transparency - such as overhangs, shading devices, layered facades, and protective landscape - as opposed to dark glass or window shades.



HUMAN SCALE

Large buildings should use changes in massing, articulation, overhangs, arcades, transparent glass, and thoughtfully-designed landscape to ensure they do not overwhelm those who move between and through them.

Human scale is not exclusively about the dimensions of the human body but also touch, sound, and visual perception of distance. Use transparent glass and light penetration within building interiors to extend visual perception past the barrier of the facade. Design textures, articulation, and mass that can be appreciated at the scale and speed of a pedestrian.





TIME AND PLACE

Designers should respect the historic context of the campus while also addressing both the challenges and opportunities of contemporary learning environments. New buildings should be neither faux historic replications nor pure expressions of modernity, but unique contributions to context, knitted together by the timeless Louisiana landscape.

LSU's architectural identity is expressed by a careful attention to scale, material articulation, form, and organization that transcends a specific era or style. It is an architectural expression which speaks to permanence, visual weight and durability, while also providing a delicate articulation which humanizes the architecture. It is the careful balance of those two forces which allows the architecture to feel simultaneously monumental and delicate.



**Request from LSU A&M to Authorize Agreements with Illinois Central
Railroad Company, the Baton Rouge Area Foundation, and Others
Regarding Rail Line Crossings**

To: Members of the Board of Supervisors

Date: October 4, 2018

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

A.5(i) Contracts for capital improvements greater than \$1 million

1. Summary of the Matter

In January 2016, the Board approved a non-binding Memorandum of Understanding (MOU) to outline negotiations that would allow for closure of an existing railroad crossing near LSU's Fire and Emergency Training Institute (FETI) facility. Closure of the railroad crossing would allow for the construction of a new railroad crossing near the new Water Campus being developed by the Baton Rouge Area Foundation (BRAAF), which is the site of LSU's River Modeling Center. The Illinois Central Railroad Company will only allow a new Water Campus crossing to be opened if an existing crossing on the line is closed, and the FETI crossing has been identified by LSU and BRAAF as the most appropriate crossing to close.

The existing railroad crossing near FETI is currently the only reasonable way to access that facility. In order to allow for that crossing to be closed, a new road must be constructed between FETI and Ben Hur Road. This will help connect the FETI facility with the LSU Ag Center facilities on Ben Hur and will allow for simplified and consistent access to both FETI and the Ben Hur facilities.

As a result of the negotiations provided for in the MOU, BRAAF, LSU, and the railroad are ready to move forward. This resolution will authorize the President to enter into a construction lease and related agreements to allow for BRAAF or another related party to cause the construction of the new road to connect FETI to the Ben Hur road. The project may involve relocating parts of Ben Hur Road and the existing railroad crossing at Ben Hur. To allow for this, if it comes to pass, this resolution will authorize the President to terminate or relocate servitudes related to the railroad crossings and to exchange property with East Baton Rouge City Parish related to relocations of portions of Ben Hur Road. These changes are all consistent with the LSU Ag Center Central Research Station Master Plan published in 2007, as amended and updated through 2015. The agreements will provide that all construction costs, design fees, and other costs associated with this project shall be entirely funded by BRAAF or another party identified by BRAAF; none of these costs will be borne by LSU.

The general plans for the road and the possible relocation of the Ben Hur crossing are shown on Attachment II.

The construction lease and any related agreements are still being negotiated. To ensure that the final agreements will adequately protect the interests of LSU, a number of conditions are provided for in the resolution to ensure that LSU will not bear any costs associated with this project and that the constructed improvements will meet LSU's needs and comply with normal LSU construction standards.

2. Review of Business Plan

LSU will not be responsible for any design, engineering, construction, or other costs of this project. LSU's only expense will be to engage an independent third-party engineering firm to review the plans, specifications, and construction of the new road to ensure it meets the quality required. Upon completion of the new road, BRAF will donate it to LSU, and thereafter LSU will be responsible for maintaining the road, just as it is currently responsible for the existing road. Any changes to Ben Hur Road itself by this project will remain the property of East Baton Rouge, as with the current Ben Hur Road.

3. Fiscal Impact

No significant fiscal impact on LSU or the LSU Ag Center is expected from this project.

4. Description of Competitive Process

N/A.

5. Review of Legal Documents

No legal agreements have been drafted at this point. All agreements will be negotiated by the LSU Office of Facility and Property Oversight, with close involvement by the LSU Office of General Counsel (OGC) or outside counsel selected for the purpose by the OGC. All agreements will be reviewed by the OGC prior to execution by the President.

6. Parties of Interest

LSU, the LSU Ag Center, BRAF, and Illinois Central all have an interest in this proposal.

7. Related Transactions

N/A.

8. Conflicts of Interest

None.

ATTACHMENTS

- I. Transmittal Memo
- II. Diagram of road location and other activities

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize Dr. F. King Alexander, President of the Louisiana State University, or his designee, acting on behalf and in the name of the Board, and in consultation with general counsel, to execute a construction lease, servitudes, release of servitudes, and other related agreements with the Baton Rouge Area Foundation (BRAAF), other entities identified by BRAAF for this purpose, the City-Parish of East Baton Rouge, Illinois Central Railroad Company, and the State of Louisiana for the construction of a roadway between Ben Hur Road and LSU's FETI facility, the abolishment of any servitude or right of use LSU may have over the existing railroad crossing by the FETI facility, and the relocation of the Ben Hur railroad crossing and portions of Ben Hur Road itself.

BE IT FURTHER RESOLVED that any agreements entered into by the authority of this Resolution shall comply with the following principles, as reasonably determined by the President. Third parties may authoritatively rely on any title transfer documents executed by the President pursuant to this resolution as a certification that the title transfer is in compliance with these conditions.

1. BRAF¹ will fund 100% of the costs of constructing the new road connecting FETI to Ben Hur Road.
2. BRAF will fund 100% of the costs of relocating any ancillary work associated with the new road, including but not limited to relocation of fencing and drainage, reconnection to LSU parking lots, new signage, etc.
3. The new road described in item 1 must be designed and constructed to: (a) meet the requirements of the current LA DOTD Road Design Manual; and (b) accommodate repeated and regular use by fire trucks and other heavy vehicles, including the sub grade, sub base, base course, and pavement sections of the roadway, with a commercially reasonable projected useful life for an asphalt road.
4. LSU must approve the plans and specifications for all construction, signage, and other work described in items 1 and 2.
5. LSU will engage an independent third-party engineering firm to review the plans and specifications for the road identified in item 1 and to monitor construction to ensure compliance with the approved plans and specifications.
6. If it is determined that the existing Ben Hur Road railroad crossing will be relocated as part of the project, BRAF or some other non-LSU party will fund 100% of the costs of relocating the existing Ben Hur railroad crossing to another location, including relocating those portions of Ben Hur Road surrounded by LSU property. The relocated portion of Ben Hur road and the new railroad crossing shall be of the same or higher quality as the existing road and crossing.
7. LSU will grant all servitudes and rights of way necessary to accomplish the foregoing.
8. Once construction of the new road identified in item 1 is completed, LSU will terminate any existing servitudes or rights of use it may have in the railroad crossing near the FETI facility and will allow for any construction necessary to physically remove the crossing, at the expense of BRAF, the railroad, or any other non-LSU party.

¹ References to BRAF shall include any non-LSU party identified by BRAF to provide funding for the project or otherwise carry out the obligations attributed to BRAF herein.




CAMPUS CORRESPONDENCE

To: F. King Alexander, President of LSU
Finance & Administration / CFO

Date: September 24, 2018

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

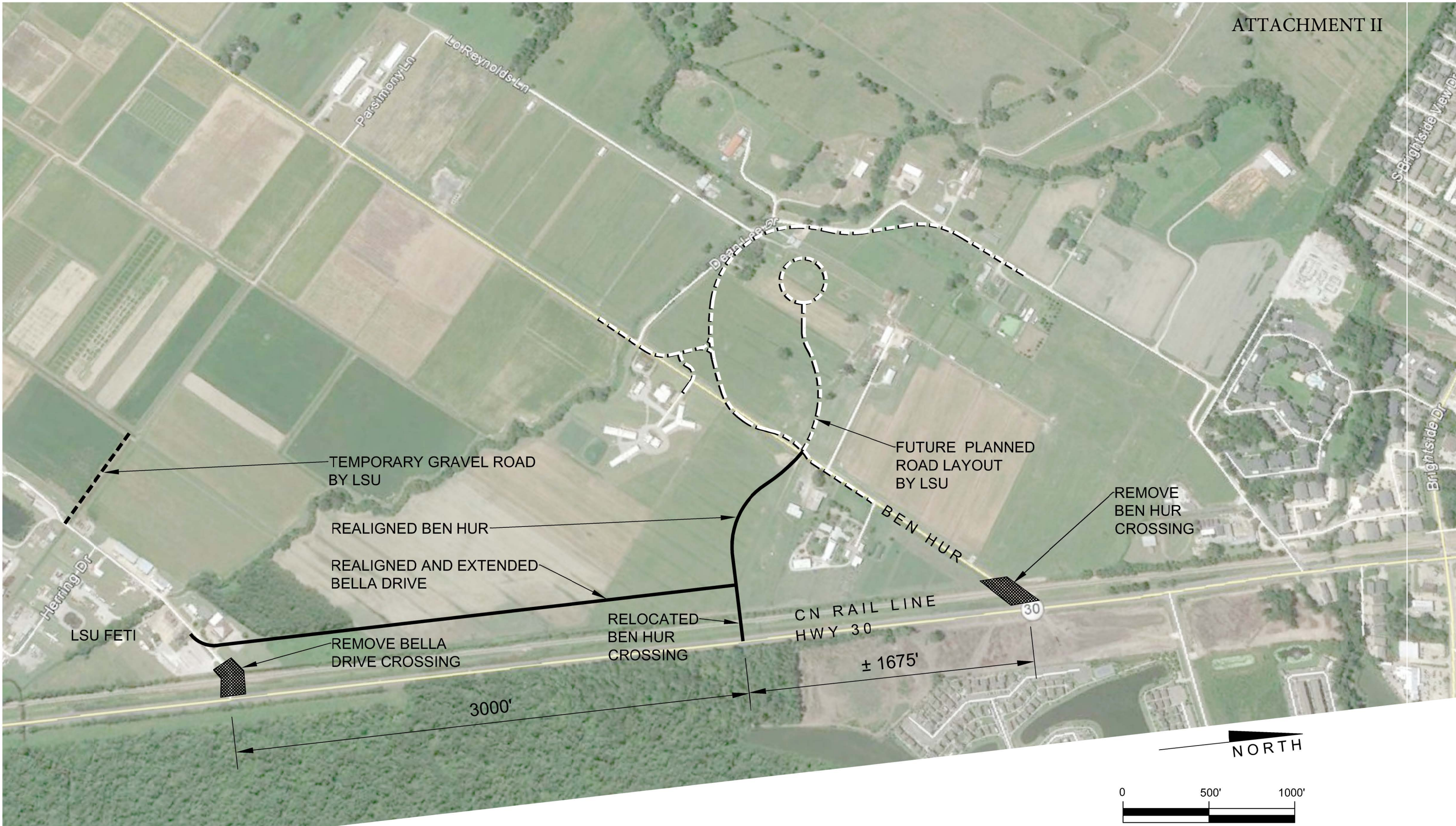
Through: Tony Lombardo, Associate Vice President for
Facilities & Property Oversight

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

Re: Board of Supervisors Agenda, October 4, 2018
Request from LSU A&M Authorize Agreements Regarding Rail Line Crossings

In January 2016, the Board approved a non-binding Memorandum of Understand for negotiations between LSU, Baton Rouge Area Foundation (BRAAF) and the Illinois Central Railroad Company. The negotiations have now concluded and all parties, including LSU, are ready to move forward as detailed in accompanying Board request document.

I recommend that this item be included on the agenda for the October 4, 2018 Board of Supervisors meeting.



SITE PLAN FOR LSU BEN HUR / BELLA DRIVE AND CN RAIL LINE CROSSING MODIFICATIONS



Request from LSU Health Sciences Center-New Orleans to Approve a Cooperative Endeavor Agreement Among the LSU Board of Supervisors and the Board of Supervisors of Community and Technical Colleges and the Delgado Community College Foundation

To: Members of the Board of Supervisors

Date: October 4, 2018

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

LSU Health Sciences Center – New Orleans (herein "**LSUHSC-NO**") currently occupies a portion of its building located at 1542 Tulane Avenue, New Orleans, Louisiana (herein the "**Tulane Avenue Building**"). The Tulane Avenue Building has been occupied for many years by the LSU School of Medicine-New Orleans. The LSUHSC-NO is seeking funding to renovate certain floors in the Interim LSU Hospital Building (herein "**ILH**") for the School of Medicine, and, upon completion of the ILH renovation, intends to vacate the Tulane Avenue Building and to relocate its LSUHSC-NO occupants into the ILH. LSUHSC-NO currently is occupying about fifty percent (50%) of the space in the Tulane Avenue Building.

The Board of Supervisors of Community and Technical Colleges (herein "**LCTCS**") proposes that LCTCS acquire the Tulane Avenue Building from the LSU Board of Supervisors and move its Delgado School of Nursing into the Tulane Avenue Building. The Delgado School of Nursing currently is located in a building at the corner of Perdido Street and South Claiborne Street in New Orleans, Louisiana (herein the "**LCTCS Building**") that is owned by the LSU Board of Supervisors and leased to Delgado until 2022. LCTCS has proposed that the Tulane Avenue Building be transferred to LCTCS, but that LSUHSC-NO be allowed to remain in the Tulane Avenue Building until LSUHSC-NO's renovations to ILH are completed, but no longer than five (5) years following Effective Date of the transfer. LCTCS would commence renovations on the unoccupied portions of the Tulane Avenue Building and move the Delgado Community College Nursing and Allied Health Program into those areas when renovations are complete, jointly occupying the Tulane Avenue Building with LSUHSC-NO until ILH is ready for LSUHSC-NO's occupancy. LSUHSC-NO has been informed by LCTCS that LCTCS's funding source requires that the LSU Board of Supervisors transfer the Tulane Avenue Building to the Delgado Community College Foundation (the "**Delgado Foundation**") which will then transfer it to LCTCS. LCTCS may also operate the Delgado Community College Center for Hospitality and Culinary Arts in the Tulane Avenue Building.

For the first three (3) years after the transfer of title to the Tulane Avenue Building, LCTCS would pay all of the expenses of operation and maintenance of the Tulane Avenue Building, even with respect to the LSUHSC-NO-occupied areas. That expense is estimated to total approximately One Million Three Hundred Thousand Dollars (\$1.3 million) per year. If LSUHSC-NO still occupies any portion of the Tulane Avenue Building after three (3) years, the expenses would be paid proportionately to the space occupied by LSUHSC-NO and LCTCS. LCTCS intends to commence renovations of those non-LSUHSC-NO-occupied areas in the 1542 Tulane Building with money it obtains from the issuance of tax-exempt debt. Upon the completion of said improvements, the Delgado School of Nursing would move out of its current location into the Tulane Avenue Building. Upon vacating the LCTCS Building, LCTCS

would terminate its lease from the LSU Board of Supervisors of the Delgado Nursing Building. The Cooperative Endeavor Agreement (herein the "**CEA**") is the agreement by which the parties would agree to: (1) the transfer of the Tulane Avenue Building to the Delgado Foundation; (2) the continued occupancy of portions of the Tulane Avenue Building by LSUHSC-NO; and (3) the payment of all expenses by LCTCS for three (3) years. The Act of Transfer would be reflected as an Exhibit to the CEA, but would ultimately be executed as a free-standing document so that it can be properly recorded in the Conveyance Records of Orleans Parish.

LSUHSC-NO is expected to vacate the Tulane Avenue Building when the renovations to the ILH Building are complete, but no later than five (5) years after Effective Date of the transfer.

2. Review of Business Plan

LSUHSC-NO believes that the value to the Health Science Center in New Orleans of continuing to occupy the Tulane Avenue Building during the renovation of ILH, without paying rent and while all of the operating expenses and utilities are borne by LCTCS for a period of three (3) years is reasonably comparable to the value of the Tulane Avenue Building that LSU proposes to transfer to LCTCS.

3. Fiscal Impact

None.

4. Description of Competitive Process

Not applicable.

5. Review of Legal Documents

The Office of General Counsel will review the Cooperative Endeavor Agreement.

6. Parties of Interest

LCTCS, LSU Board of Supervisors, and Delgado Community College Foundation.

7. Related Transactions

None.

8. Conflicts of Interest

None.

ATTACHMENTS

- I. Letter from Chancellor Larry Hollier, MD
- II. Cooperative Endeavor Agreement by and between the Board of Supervisors of Community and Technical Colleges on behalf of Delgado Community College, Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, and Delgado Community College Foundation

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize F. King Alexander, in his capacity as President of Louisiana State University, or his designee, to execute a Cooperative Endeavor Agreement by and between the Board of Supervisors of Community and Technical Colleges, the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, and the Delgado Community College Foundation and an Act of Transfer from Board of Supervisors of Louisiana State University and Agricultural and Mechanical College to Delgado Community College Foundation for the transfer of a certain tract or parcel of ground designated as "**Tract C**" of the First Municipal District of Orleans Parish, and more particularly described on Exhibit "1" hereto, said Cooperative Endeavor Agreement and Act of Transfer to contain such terms and conditions as President Alexander deems to be 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

September 21, 2018

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

Dear Dr. Alexander,

In accordance with the rules established by Article VII, Section 9 A 2, I am submitting the attached proposed Cooperative Endeavor Agreement for Board approval. The LSU Health Sciences Center – New Orleans (LSUHSC-NO) desires to enter into a Cooperative Endeavor Agreement between the LSU Board of Supervisors and the Board of Supervisors of Community and Technical Colleges (LCTCS) on behalf of Delgado Community College.

LSU Health Sciences Center – New Orleans (herein "**LSUHSC-NO**") currently occupies a portion of its building located at 1542 Tulane Avenue, New Orleans, Louisiana (herein the "**Tulane Avenue Building**"). The Tulane Avenue Building has been occupied for many years by the LSU School of Medicine-New Orleans. LSUHSC-NO is seeking funding to renovate certain floors in the Interim LSU Hospital Building (herein "**ILH**") for the School of Medicine, and, upon completion of the ILH renovation, intends to vacate the Tulane Avenue Building and to relocate its LSUHSC-NO occupants into the ILH. LSUHSC-NO currently is occupying about fifty percent (50%) of the space in the Tulane Avenue Building.

The Board of Supervisors of Community and Technical Colleges (herein "**LCTCS**") proposes that LCTCS acquire the Tulane Avenue Building from the LSU Board of Supervisors and move its Delgado School of Nursing into the Tulane Avenue Building. The Delgado School of Nursing currently is located in a building at the corner of Perdido Street and South Claiborne Street in New Orleans, Louisiana (herein the "**LCTCS Building**") that is owned by the LSU Board of Supervisors and leased to Delgado until 2022. LCTCS has proposed that the Tulane Avenue Building be transferred to LCTCS, but that LSU be allowed to remain in the Tulane Avenue Building until LSU's renovations to ILH are completed, but no later than five (5) years after the transfer. LCTCS would commence renovations on the unoccupied portions of the Tulane Avenue Building and move the Delgado Community College Nursing and Allied Health Program into those areas when renovations are complete, jointly occupying the Tulane Avenue Building with LSUHSC-NO until ILH is ready for LSUHSC-NO's occupancy. LSU has been informed by LCTCS that LCTCS's funding source requires that LSU transfer the Tulane Avenue Building to the Delgado Community College Foundation (the "**Delgado Foundation**") which will then transfer it to LCTCS. LCTCS may also operate the Delgado Community College Center for Hospitality and Culinary Arts in the Tulane Avenue Building.

LOUISIANA STATE UNIVERSITY HEALTH SCIENCES CENTER • 433 BOLIVAR STREET • SUITE 815 • NEW ORLEANS, LOUISIANA 70112-2223

PHONE (504) 568-4800 • FAX (504) 568-5177 • WWW.LSUHSC.EDU

For the first three (3) years after the transfer of title to the Tulane Avenue Building, LCTCS would pay all of the expenses of operation and maintenance of the Tulane Avenue Building, even with respect to the LSU-occupied areas. That expense is estimated to total approximately One Million Three Hundred Thousand and No/100 Dollars (\$1.3 million) per year. If LSUHSC-NO still occupies any portion of the Tulane Avenue Building after three (3) years, the expenses would be paid proportionate to the space occupied by LSUHSC-NO and LCTCS. LCTCS intends to commence renovations of those non-LSU-occupied areas in the 1542 Tulane Building with money it obtains from the issuance of tax-exempt debt. Upon the completion of said improvements, the Delgado School of Nursing would move out of its current location into the Tulane Avenue Building. Upon vacating the LCTCS Building, LCTCS would terminate its lease from the LSU Board of Supervisors of the Delgado Nursing Building. The Cooperative Endeavor Agreement (herein the "**CEA**") is the agreement by which the parties would agree to: (1) the transfer of the Tulane Avenue Building to the Delgado Foundation; (2) the continued occupancy of portions of the Tulane Avenue Building by LSU; and (3) the payment of all expenses by LCTCS for three (3) years. The Act of Transfer would be reflected as an Exhibit to the CEA, but would ultimately be executed as a free-standing document so that it can be properly recorded in the Conveyance Records of Orleans Parish.

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

Respectfully yours,

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

Larry Hollier, MD
Chancellor

**COOPERATIVE ENDEAVOR AGREEMENT
BY AND BETWEEN
BOARD OF SUPERVISORS OF
COMMUNITY AND TECHNICAL COLLEGES,
ON BEHALF OF DELGADO COMMUNITY COLLEGE,
BOARD OF SUPERVISORS OF LOUISIANA STATE
UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE
AND
DELGADO COMMUNITY COLLEGE FOUNDATION**

THIS COOPERATIVE ENDEAVOR AGREEMENT (the “**Agreement**”) is made and entered into effective as of _____, 2018 (the “**Effective Date**”), pursuant to the 1974 Louisiana Constitution, Article VII Section 14(C), wherein governmental and private entities are empowered to enter into Cooperative Endeavor Agreements, by and between:

BOARD OF SUPERVISORS OF COMMUNITY AND TECHNICAL COLLEGES, ON BEHALF OF DELGADO COMMUNITY COLLEGE, whose mailing address is 265 S. Foster Drive, Baton Rouge, LA 70806 represented by and through Monty E. Sullivan, President of the LCTCS and duly authorized (“**LCTCS**”); and

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE, whose mailing address is 3810 West Lakeshore Drive, Baton Rouge, Louisiana, 70808, represented by _____, its _____, duly authorized (“**LSU**”); and

DELGADO COMMUNITY COLLEGE FOUNDATION, a Louisiana non-profit corporation, whose mailing address is _____, appearing through Ashton J. Ryan, Jr., its President, duly authorized (the “**Foundation**”);

(LCTCS, LSU and the Foundation are each a “**Party**” and are collectively referred to as the “**Parties**”).

RECITALS

A. Pursuant to an Exchange of Property dated October 2, 1951 and recorded in the conveyance records of Orleans Parish, Louisiana at Conveyance Book 579, Page 159, LSU acquired property located at 1542 Tulane Avenue, New Orleans, Louisiana, together with a Servitude of Right-of-Way connecting the described Property with Gravier Street; the property and servitude are described on “**Exhibit A**” which is attached and incorporated by reference (collectively, the “**Property**”); subsequently, LSU erected and has operated an eight (8) story building on the Property (the “**Tulane Building**”); and

B. LSU Health Science Center- New Orleans (“**LSUHSC-NO**”) currently occupies only those portions of the Tulane Building which are depicted in gold on “**Exhibit B**”, which is attached and incorporated by reference; the remainder of the Tulane Building is currently

unoccupied, and LSU has no plans to use the unoccupied portions of the Tulane Building. The portions of the Tulane Building currently occupied by LSU and depicted in gold on “**Exhibit B**” are referred to hereafter as the “LSU Space”; and

C. LSU has received approval from the Louisiana Legislature to relocate its New Orleans Health Science Center (including the facilities currently housed in the LSU Space) to a new facility to be constructed; and

D. LCTCS intends to renovate and occupy, on an immediate basis, the portions of the Tulane Building which are not currently occupied by LSUHSC-NO (the “LCTCS Space”), and no later than after eighteen months from the date of this agreement will work with LSUHSC to relocate LSUHSC employees in order to renovate and occupy the LSU Space and to establish and to operate its new Delgado Community College Nursing and Allied Health Program from the Tulane Building; LCTCS may additionally establish and operate the Delgado Community College Center for Hospitality and Culinary Arts from the Building; and

E. Since LSU has no current need for the LCTCS Space, and, since, after the relocation of the LSU New Orleans Health Science Center to its new quarters, LSU will have no further need for the LSU Space, the entire Property will be available to LCTCS for use as Delgado Community College Nursing and Allied Health Program and possibly for the Delgado Community College Center for Hospitality and Culinary Arts; and

F. In order to realize the objectives outlined above, and in exchange for the obligations and covenants set forth herein, LSU desires to transfer title to Property to the Foundation, without any warranty whatsoever as to the condition of the Property and without any warranty of title except as to LSU’s own acts; further, the Foundation will, within seven (7) days of the transfer from LSU, transfer title to the Property to the State and Louisiana for the use and benefit of LCTCS, and LCTCS agrees to accept such transfer from the Foundation; and

G. In consideration of the transfer of the Property to LCTCS as described above, LSUHSC-NO shall continue to occupy the LSU Space and LCTCS will be responsible for the costs of maintaining and operating the entire Tulane Building, which costs will include, without limitation, all maintenance, repair, and utility costs associated with the LSU Space, for a period of no more than three (3) years, with this obligation to expire at the time LSU relocates its operations from the LSU Space; if LSUHSC-NO has not relocated from the LSU Space prior to the expiration of said three (3) year period, the Parties agree that the costs described in this paragraph will be shared on a pro rata basis, based on the number of square feet then occupied by each of LCTCS and LSUHSC-NO for a period of up to two (2) additional years; in no event will LSU be entitled to occupy space in the Tulane Building for more than five (5) years following the Effective Date; and

H. Each of LCTCS and LSU enters into this Agreement in order to further its respective mission of furnishing high-quality post-secondary educational and training opportunities to persons in and around New Orleans, Louisiana, particularly including the education and training of medical, nursing and allied health personnel.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained in this Agreement, the Parties agree and bind their respective offices as follows:

1. PUBLIC PURPOSE. The Parties agree that the public purpose for this Agreement is to secure cost savings by sharing available space and by effectively using resources of the Parties which would otherwise not be used; these savings will free up resources to further the medical, nursing, and allied health education and training missions of each of LSUHSC-NO and LCTCS. The Parties have each determined that:

- (a) the transactions contemplated pursuant to this Agreement are for a public purpose that comports with a governmental purpose that each of LSU and LCTCS may pursue;
- (b) the transactions, taken as a whole, are not gratuitous; and
- (c) each of LSU and LCTCS have a reasonable expectation of receiving at least equivalent value in exchange for the transactions contemplated by this act.

2. OBLIGATIONS OF LSU. For and in consideration of the obligations of LCTCS and the Foundation set forth in this Agreement, concurrently with the execution of this Agreement, LSU agrees to transfer title to the Property from it to the Foundation pursuant to an Act of Transfer, without any warranty regarding the condition of the Property, including without limitation any warranties as to the suitability of the Property for its intended purpose or for any general purpose, without any warranty that such Property is free from any redhibitory defects or vices of any nature whatsoever, and without any warranty of title except as to LSU's own acts. The Act of Transfer will be in recordable form and will be substantially similar to the Act of Transfer attached as "**Exhibit C**" hereto. LSU and LCTCS agree to negotiate to make available to LCTCS at least 350 parking spaces in the nearby Gravier Street parking garage.

3. OBLIGATIONS OF LCTCS. For and in consideration of the obligations of LSU and the Foundation set forth in this Agreement, LCTCS shall allow LSU to occupy the LSU Space as such space is reflected on "**Exhibit B**" hereto until the date on which LSU has relocated its operation. LCTCS shall pay all costs and expenses associated with the Property and with the Tulane Building, including, but not limited to, the cost of all maintenance, repairs, and utilities, for a period of no more than three (3) years, commencing on the effective date of the Act of Transfer described in the foregoing section. This obligation will not apply to any equipment, furniture, furnishing, or other movable property located in the LSU Space. This obligation will terminate, without the necessity of further act or deed, at the time that LSUHSC-NO vacates the LSU Space. In the event LSUHSC-NO continues to occupy all or part of the LSU Space at the expiration of the three (3) year period described herein, the Parties agree that the costs and expenses described in this section will be allocated between each of LSUHSC-NO and LCTCS based on the number of square feet of the Tulane Building occupied by each Party hereto. In no event will LSU be entitled to occupy any space in the Tulane Building for more than five (5) years of the effective date of the Act of Transfer described in the foregoing section. Throughout the term of this Agreement, the Parties agree to work in good faith to reduce the costs and expenses.

4. OBLIGATIONS OF THE FOUNDATION. For and in consideration of the obligations of LCTCS and LSU set forth in this Agreement, the Foundation will accept transfer of title to the Property from LSU, without any warranty regarding the condition of the Property, including without limitation any warranties as to the suitability of the Property for its intended purpose or for any general purpose, without any warranty that such property is free from any redhibitory defects or vices of any nature whatsoever, and without any warranty of title except as

to LSU's own acts. Within seven (7) days of the transfer described in the foregoing sentence, the Foundation will transfer title to the Property to LCTCS, without any warranty that such property is free from any redhibitory defects or vices of any nature whatsoever, and without any warranty of title except as to LCTCS's own acts.

5. INSURANCE AND INDEMNIFICATION.

5.1 Each of LSU and LCTCS will, at such Party's sole cost and expense, acquire and maintain, for the duration of this Agreement, insurance against claims for injuries to or death of persons or damages to property which may arise from or in connection with such Party's operation and use of any portion of the Tulane Building. Each party may comply with this obligation through participation in the State of Louisiana's risk management program or in a similar self-insurance plan.

5.2 To the extent allowed by law, each Party (the "Responsible Party") agrees to protect, defend, indemnify, save, and hold harmless, the other Party (the "Protected Party") and the State of Louisiana, all State Departments, Agencies, Boards and Commissions, their officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of the Responsible Party, its agents, servants, and employees, and against any and all costs, expenses and/or attorney fees incurred by the Protected Party as a result of any claims, demands, suits or causes of action or arising from matters occurring in the portion of the Tulane Building occupied by the Responsible Party.

5.3 To the extent allowed by law, the Responsible Party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The Protected Party may, but is not required to, consult with the Responsible Party in the defense of claims, but this shall not affect the Responsible Party's responsibility for the handling of and expenses for all claims.

6. TERM. The term of this Agreement shall begin on the Effective Date and end on the date that LSU fully vacates the LSU Space provided that this Agreement will terminate no later than five (5) years following the effective date of the Transfer described in Section 2 herein. LSU's right to occupy any portion of the LSU Space will terminate on that date.

7. CONTRACTUAL VALIDITY AND MISCELLANEOUS PROVISIONS.

7.1 Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only when reduced to a writing approved and executed by both Parties.

7.2 Time is of the essence, and the performance of the terms and conditions hereof shall be held in strict accordance with the times and dates specified herein.

7.3 In the event that any one or more provisions of this Agreement is for any reason held to be illegal or invalid, the Parties shall attempt in good faith to amend the defective provision in order to carry out the original intent of this Agreement.

7.4 If either Party shall be delayed or hindered in, or prevented from, the performance of any act required under this Agreement, by reason of strikes, walk outs, labor troubles, inability to procure materials, failure of power, weather, restrictive governmental laws or regulations, riots, insurrection, terrorism, war or other reason of a like nature not the fault of the Party delayed in acting as required under the terms of this Agreement, then performance of such act or obligation shall be excused for the period of the delay and the period for cure or performance of any such act shall be extended for a period equivalent to the period of such delay. This Section 6.4 does not apply to an obligation of payment.

7.5 If any term or clause herein is deemed unenforceable or invalid for any reason whatsoever, that portion shall be severable and the remainder of this Agreement shall remain in full force and effect.

7.6 Any suit filed by a Party to this Agreement to resolve a dispute or controversy regarding the matters which are the subject of this Agreement shall, except as otherwise mandated by law, be filed in the 19th Judicial District Court for the Parish of East Baton Rouge which shall have exclusive venue and jurisdiction for any such action. Further, any dispute arising from this Agreement shall be governed by the laws of the State of Louisiana.

7.7 Any failure to take any action pursuant to this Agreement or to exercise any right granted herein does not serve as a waiver to any other obligation contained herein.

7.8 The Parties acknowledge and agree that the obligations and covenants made herein give rise to contractual rights of each Party and the right to demand specific performance and any claim to damages suffered hereunder.

7.9 This Agreement may be amended only by mutual written consent of the Parties.

7.10 Each representative herein warrants that he or she has the requisite authority and permission to enter, sign and bind his or her office.

7.11 Each Party certifies that it will adhere to and follow any and all ordinances, laws and licensing requirements applicable to each Party's obligations as stated herein.

7.12 At the request of LCTCS, an appraisal of the Property was performed by Argote, Derbes & Tatje, LLC on January 2, 2014 and valued the Property at approximately \$6,000,000. An update to the appraisal was performed on August 24, 2018 and confirmed that the value of the Property was the same as the value identified in the prior appraisal. The update to the appraisal was based upon the appraiser's assumption that the Property was in the same condition on August 24, 2018 as it was found when the prior appraisal was performed on January 2, 2014. LSU hereby represents that the Property was generally in the same condition on August 24, 2018 as it was when the original appraisal was performed on January 2, 2014.

8. ASSIGNMENT. Neither Party may assign this Agreement nor any portion thereof without the prior written consent of the other Party, which consent may be withheld, conditioned, or delayed in the sole and absolute discretion of the non-assigning Party.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the Parties with respect to the subject matter

hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

10. NO PERSONAL LIABILITY OF INDIVIDUAL REPRESENTATIVE. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of either Party, and neither the officers of a Party nor any official executing this Agreement on its behalf shall be personally liable with respect to this Agreement or be subject to any personal liability or accountability under this Agreement by reason of the execution and delivery of this Agreement.

11. NOTICES. Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage pre-paid by First Class Mail, registered or certified, return receipt requested, or delivered by a nationally recognized commercial carrier such as Federal Express, or sent by, facsimile or other similar form of electronic transmission confirmed by written confirmation mailed (postage pre-paid by First Class Mail, registered or certified, return receipt requested or nationally recognized commercial carrier, express mail such as Federal Express) at substantially the same time as such rapid transmission. All communications shall be transmitted to the address or number set forth below or such other addresses or numbers to be named hereafter designated by a Party in a written notice to the other Party compliant with this section.

If to LCTCS: Dr. Monty E. Sullivan, President
Louisiana Community & Technical College System
265 S. Foster Drive
Baton Rouge, LA 70806

with a copy to: Breazeale, Sachse & Wilson, L.L.P.
301 Main Street
One American Place, 23rd Floor
Baton Rouge, LA 70801
Attn: Robert L. Atkinson

If to LSU: Board of Supervisors of Louisiana State University
and Agricultural and Mechanical College
3810 West Lakeshore Drive
Baton Rouge, LA 70808
Attn: _____

with a copy to: Taylor, Porter, Brooks & Phillips, L.L.P.
450 Laurel Street, 8th Floor
Baton Rouge, LA 70802
Attn: Nancy Dougherty

If to Foundation: Ashton J. Ryan, Jr., President
Delgado Community College Foundation

THUS DONE AND SIGNED effective as of _____, 2018.

BOARD OF SUPERVISORS OF COMMUNITY
AND TECHNICAL COLLEGES ON BEHALF
OF DELGADO COMMUNITY COLLEGE

By: _____
Monty E. Sullivan, President

Date: _____

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

By: _____
Name: _____
Title: _____

Date: _____

DELGADO COMMUNITY COLLEGE
FOUNDATION

By: _____
Ashton J. Ryan, Jr., President

Date: _____

“EXHIBIT A”

**PROPERTY DESCRIPTION
(1542 Tulane Ave., New Orleans, LA 70140)**

**LEGAL DESCRIPTION
TRACT C**

One (1) certain tract or parcel of ground designated as "Tract C", containing 1.80 Ac. (78,584 Sq. Ft.) being a portion of the First Municipal District of Orleans Parish, Louisiana, and more particularly described as follows:

Commence at an "x" in concrete on the southerly right-of-way line of Tulane Avenue, said "x" also being the Point of Beginning;

Thence, along the southerly right-of-way line of Tulane Avenue, South 62 degrees 59 minutes 49 seconds East a distance of 284.47 feet to a "x" in concrete; thence, departing said right-of-way line, along a line common with both Tracts C and D, South 27 degrees 00 minutes 11 seconds West a distance of 191.57 feet to a "x" in concrete; thence, along a line common with both Tracts C and D, South 39 degrees 34 minutes 2 seconds West a distance of 92.76 feet to a 1/2" Iron Pipe; thence, along a line common with Tracts B, C and D, North 62 degrees 59 minutes 30 seconds West a distance of 224.29 feet to a 1/2" Iron Pipe; thence, along a line common with both Tracts B and C, North 27 degrees 00 minutes 30 seconds East a distance of 18.74 feet to a 1/2" Iron Pipe; thence, along a line common with both Tracts B and C, North 62 degrees 59 minutes 30 seconds West a distance of 40.00 feet to a 1/2" Iron Pipe; thence, along a line common with Tracts A, B and C, North 27 degrees 00 minutes 11 seconds East a distance of 263.34 feet to the Point of Beginning, Tract being the same Tract C as shown on the map showing Resubdivision Survey of Square 367, 402, 405 and Previously Revoked Sections of South Robertson and Magnolia Street into Tracts A, B, C and D by Colin B. Gravois, P.L.S. dated July 30, 2018, and attached with and made a part of this "Exhibit A."

“EXHIBIT B”

**(SPACES OCCUPIED BY LSUHSC-NO IN TULANE BUILDING-
DEPICTED IN GOLD)**

DRAFT

“EXHIBIT C”

**ACT OF TRANSFER FROM BOARD OF SUPERVISORS OF LOUISIANA STATE
UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE TO BOARD
OF SUPERVISORS OF COMMUNITY AND TECHNICAL COLLEGES**

DRAFT



Request from LSUHSC-NO to Approve a Partial Assignment and Assumption of Right of Use Possession and Occupancy between UMCMC and LSU Health Foundation, New Orleans for the Construction and Operation of a Parking Garage

To: Members of the Board of Supervisors

Date: October 4, 2018

This is a significant board matter pursuant to the Board's 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.

Pursuant to the Uniform Affiliation Agreement between the LSU Board of Supervisors and the LSU Health Foundation, New Orleans (herein the "**Foundation**"), this matter is presented to the LSU Board of Supervisors to determine if the proposal by the Foundation to enter into an agreement with University Medical Center Management Corporation (herein the "**UMCMC**") relating to the construction and operation of a parking garage and all sidewalks, drives, lighting, signage, utilities, landscape and related improvements (including commercial improvements such as dining, retail and other support facilities) (herein the "**Project**") all for the benefit and support of the UMCMC Hospital in New Orleans, constitutes an Acceptable University Purpose.

1. Summary of the Matter

In 2013, the LSU Board of Supervisors entered into a Right of Use, Possession and Occupancy Agreement (herein the "**Use Agreement**") in which it and the State of Louisiana granted rights of use, possession and occupancy over tracts of land in the City of New Orleans, bounded by Tulane Avenue, Banks Street, South Galvez Street, Canal Street, and South Claiborne Avenue, for the construction and operation of the UMCMC Hospital in New Orleans and related facilities. It was always envisioned that a parking garage would be constructed on Block 466 which fronts Tulane Avenue and is bounded by South Roman Street, Palmyra Street, and South Prieur Street. UMCMC and LSU Health Sciences Center in New Orleans (herein "**LSUHSC-NO**") propose that the rights of use, possession and occupancy of and for Block 466 be assigned by UMCMC to the Foundation, and that the Foundation construct and operate or, through a third party, cause to be constructed and operated the Project for the benefit of the UMCMC Hospital complex. LSUHSC-NO believes that the participation by the Foundation in this Project would be an Acceptable University Purpose, pursuant to the requirements of the Uniform Affiliation Agreement entered into between the LSU Board and the Foundation.

It is proposed that the LSU Board of Supervisors enter into a Partial Assignment and Assumption of Rights of Use, Possession and Occupancy (herein the "**Partial Assignment**") as an Intervenor, along with the State of Louisiana, through the Division of Administration, to consent to the assignment to the Foundation of the rights of use, possession and occupancy over Block 466 for these purposes. Louisiana Children's Medical Center ("**LCMC**") is also intervening in the Partial Assignment because it is a party to the Amended and Restated Cooperative Endeavor Agreement (herein the "**CEA**"), pursuant to which the UMCMC Hospital and other facilities have been constructed. The parties to both the Use Agreement and the CEA will consent to and approve all of the terms of the Partial Assignment and will release Block 466 from the provisions of the CEA and other documents related to the construction and operation of the UMCMC Hospital.

The Foundation is an "Affiliate" of the LSU Board of Supervisors, pursuant to the terms and conditions of the Uniform Affiliation Agreement, dated July 1, 2009, between the Foundation and the LSU Board of Supervisors, which Uniform Affiliation Agreement describes certain terms and conditions related to the Affiliate's purpose and status, including to support one or more programs, facilities, research, or educational opportunities offered by LSUHSC-NO. Pursuant to the Uniform Affiliation Agreement, it has been determined by LSUHSC-NO, through its academic and clinical relationship with University Medical Center (herein the "*UMC*") and its Manager, UMCMC, wholly owned by LCMC that the development of the Project is important to further support the teaching and research missions of LSUHSC-NO.

2. Review of Business Plan

The Project will support the functions of the UMCMC Hospital and thereby will support LSU's three primary missions of education, research and patient care. No LSUHSC-NO or state-appropriated funds are being contributed or pledged as part of this acquisition.

3. Fiscal Impact

Not applicable.

4. Description of Competitive Process

Not Applicable.

5. Review of Legal Documents

A draft of the Partial Assignment and Assumption of Right of Use, Possession and Occupancy is attached hereto, and the final agreement will be reviewed by the Office of General Counsel prior to execution.

6. Parties of Interest

LSU Board of Supervisors; LSU Health Foundation, New Orleans; State of Louisiana, through the Division of Administration; University Medical Center Management Corporation; and Louisiana Children's Medical Center.

7. Related Transactions

The LSU Board previously entered into the above-described Use Agreement granting the right of use, possession, and occupancy of certain contiguous tracts of land for the construction and operation of the UMCMC Hospital. The current proposal will authorize the assignment of the rights of use, possession, and occupancy over Block 466 by UMCMC to the Foundation for the development of the Project. The LSU Board is also a party to an existing CEA and other documents related to the Hospital, which is located near Block 466.

8. Conflicts of Interest

None.

ATTACHMENTS

- I. Letter from Chancellor Larry Hollier, MD
- II. Partial Assignment and Assumption of Right of Use, Possession and Occupancy

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize F. King Alexander, President of Louisiana State University, or his designee, to intervene in a Partial Assignment and Assumption of Right of Use, Possession and Occupancy among University Medical Center Management Corporation, LSU Health Foundation, New Orleans, the State of Louisiana through the Division of Administration, and Louisiana Children's Medical Center in order to consent to the assignment and assumption of rights related to Block 466 of the City of New Orleans originally granted in that certain Right of Use, Possession and Occupancy, dated May 29, 2013.

BE IT FURTHER RESOLVED that F. King Alexander, President of Louisiana State University, or his designee is authorized to execute such other consents, approvals, and documents as are necessary to effectuate the Partial Assignment and Assumption of Right of Use, Possession and Occupancy and the construction of improvements on Block 466.

BE IT FURTHER RESOLVED that F. King Alexander, President of Louisiana State University, or his designee, is authorized to include in said Partial Assignment and Assumption of Right of Use, Possession and Occupancy such terms and conditions as he deems in the best interest of the LSU Board of Supervisors.

BE IT FURTHER RESOLVED that the LSU Board of Supervisors, pursuant to the Uniform Affiliation Agreement by and between the LSU Board of Supervisors and the LSU Health Foundation, New Orleans, finds an Acceptable University Purpose for the LSU Health Foundation, New Orleans, to participate in the construction and operation of a parking garage, sidewalks, drives, lighting, signage, utilities, landscape and related improvements (including commercial improvements) all for the benefit of or in support of the LSU Health Sciences Center-New Orleans, and UMCMC Hospital.



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

September 13, 2018

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

Dear Dr. Alexander,

In accordance with the rules established by Article VII, Section 9 A.1, I am submitting for approval by the Board of Supervisors the attached proposed Partial Assignment and Assumption of Right of Use, Possession and Occupancy between University Medical Center Management Corporation and LSU Health Foundation, New Orleans, for the Construction and Operation of a Parking Garage and Related Improvements and Request for Approval of Acceptable University Purpose for LSU Health Foundation, New Orleans, to enter into this Project.

Pursuant to the Uniform Affiliation Agreement between the LSU Board of Supervisors and the LSU Health Foundation, New Orleans (herein the "**Foundation**"), this matter is presented to the LSU Board of Supervisors to determine if the proposal by the Foundation to enter into an agreement with University Medical Center Management Corporation (herein the "**UMCMC**") relating to the construction and operation of a parking garage and all sidewalks, drives, lighting, signage, utilities, landscape and related improvements (including commercial improvements) (herein the "**Project**") all for the benefit and support of the UMCMC Hospital in New Orleans, constitutes an Acceptable University Purpose.

In 2013, the LSU Board of Supervisors entered into a Right of Use, Possession and Occupancy Agreement (herein the "**Use Agreement**") in which it and the State of Louisiana granted rights of use, possession and occupancy over tracts of land in the City of New Orleans, bounded by Tulane Avenue, Banks Street, South Galvez Street, Canal Street, and South Claiborne Avenue, for the construction of the UMCMC Hospital in New Orleans and related facilities. It was always envisioned that a parking garage would be constructed on Block 466 which fronts Tulane Avenue and is bounded by South Roman Street, Palmyra Street, and South Prieur Street. UMCMC and Louisiana Health Sciences Center in New Orleans (herein "**LSUHSC-NO**") propose that the rights of use, possession and occupancy of and for Block 466 be assigned by UMCMC to the Foundation, and that the Foundation construct or cause to be constructed and operated the Project for the benefit of the UMCMC Hospital complex. LSUHSC-NO believes that the participation by the Foundation in this Project would be an Acceptable University Purpose, pursuant to the requirements of the Uniform Affiliation Agreement entered into between the LSU Board and the Foundation.

It is proposed that the LSU Board of Supervisors enter into a Partial Assignment and Assumption of Rights of Use, Possession and Occupancy (herein the "**Partial Assignment**") as an Intervenor, along with the State

LOUISIANA STATE UNIVERSITY HEALTH SCIENCES CENTER • 433 BOLIVAR STREET • SUITE 815 • NEW ORLEANS, LOUISIANA 70112-2223

PHONE (504) 568-4800 • FAX (504) 568-5177 • WWW.LSUHSC.EDU

of Louisiana, through the Division of Administration, to consent to the assignment to the Foundation of the rights of use, possession and occupancy over Block 466 for these purposes. Louisiana Children's Medical Center ("**LCMC**") is also intervening in the Partial Assignment because it is a party to the Amended and Restated Cooperative Endeavor Agreement (herein the "**CEA**"), pursuant to which the UMCMC Hospital and other facilities have been constructed. The parties to both the Use Agreement and the CEA will consent to and approve all of the terms of the Partial Assignment and will release Block 466 from the provisions of the CEA and other documents related to the construction and operation of the UMCMC Hospital.

The Foundation is an "Affiliate" of the LSU Board of Supervisors, pursuant to the terms and conditions of the Uniform Affiliation Agreement, dated July 1, 2009, between the Foundation and the LSU Board of Supervisors, which Uniform Affiliation Agreement describes certain terms and conditions related to the Affiliate's purpose and status, including to support one or more programs, facilities, research, or educational opportunities offered by LSUHSC-NO. Pursuant to the Uniform Affiliation Agreement, it has been determined by LSUHSC-NO, through its academic and clinical relationship with University Medical Center (herein the "**UMC**") and its Manager, UMCMC, wholly owned by LCMC that the development of the Project is important to further support the teaching and research mission of LSUHSC-NO.

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

Respectfully yours,

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

Larry Hollier, MD
Chancellor

**PARTIAL ASSIGNMENT AND ASSUMPTION OF
RIGHT OF USE, POSSESSION AND OCCUPANCY**

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHT OF USE, POSSESSION AND OCCUPANCY (the "*Assignment*") is entered into on this _____ day of _____, 2018 (herein "*Effective Date*") by and between:

UNIVERSITY MEDICAL CENTER MANAGEMENT CORPORATION, a private Louisiana nonprofit corporation, herein represented by _____, Chair, duly authorized by virtue of a Joint Unanimous Consent of its Members and Board of Directors, dated effective as of the ___ day of _____, 2018, a copy which is on file and of record, with a mailing address of 200 Henry Clay Avenue, New Orleans, Louisiana, 70118 (hereinafter "*UMCMC*")

and

LSU HEALTH FOUNDATION, NEW ORLEANS, a Louisiana nonprofit corporation represented herein by _____, Chair, duly authorized by virtue of a Resolution of its Board of Directors, dated effective as of the _____ day of _____, 2018, a copy of which is on file and of record, with the mailing address of _____ (hereinafter referred to as the "*Assignee*"),

and provides as follows:

W I T N E S S E T H

WHEREAS, UMCMC entered into that certain Right of Use, Possession and Occupancy Agreement on the 29th day of May, 2013 ("*Use Agreement*") with the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("*LSU*") and the State of Louisiana, through the Division of Administration ("*State*");

WHEREAS, the property subject to said Use Agreement includes Block 466, in the Parish of Orleans, State of Louisiana, bounded by St. Roman Street, Palmyra Street, South Prieur Street and Tulane Avenue as said Block 466 is more particularly reflected on Exhibit "A" hereto (herein "*Block 466*");

WHEREAS, the herein described right of use, possession and occupancy for Block 466 and the other land subject thereto was granted for the public purpose of constructing new hospital buildings and other facilities related thereto;

WHEREAS, the parties to the instant Assignment desire to construct a parking garage ("*Parking Garage*") on Block 466, to support the new hospital ("*UMCMC Hospital*") operating in close proximity to UMCMC Hospital, and which UMCMC Hospital is leased to UMCMC and operated by an affiliate of UMCMC and located on other land covered by the Use Agreement; and

WHEREAS, the parties desire to make Block 466 available for the construction of the Parking Garage.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Right of Use. UMCMC does hereby partially assign, transfer and deliver to Assignee the right of use, possession and occupancy (herein collectively the "***Right of Use***") of and solely limited to Block 466 for the purpose of the construction of the Parking Garage thereon, and all sidewalks, drives, lighting, signage, utilities, landscape and related improvements, (including commercial improvements) all for the benefit of or in support of the UMCMC Hospital, and all of which shall be included in the definition of "***Parking Garage***" for purposes of this Assignment.

2. The grant of the Right of Use, solely as to Block 466, includes real rights in favor of Assignee as acquired by UMCMC in the Use Agreement. In connection with its exercise of the Right of Use, Assignee shall be entitled to permit its employees, contractors, agents, tenants, sub-tenants, assigns, invitees, licensees and/or permittees to use the Right of Use. The Right of Use includes, but is not limited to, a personal servitude of right of use under Civil Code Articles 639, *et seq.*, and, as an additional independent right hereunder, the partial assignment solely as to Block 466 of the usufruct under Civil Code Articles 535, *et seq.* (which usufruct was granted to UMCMC for the maximum term allowed by law solely as to Block 466 unless this Assignment is earlier terminated pursuant to the terms hereof), all subject to the terms of this Assignment. Notwithstanding any provisions herein to the contrary, if any, it is agreed and acknowledged that this Right of Use does not grant broader rights than were granted to UMCMC in the Use Agreement.

Notwithstanding any other provisions of this Assignment, in the event of the termination of the Use Agreement, this Assignment shall remain in full force and effect for the remainder of this Assignment's term, and the termination of the Use Agreement shall have no effect on the rights and obligations of Assignee. Additionally, and the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College will recognize Assignee, during the term of this Assignment, as having the rights set forth in this Assignment so long as Assignee performs all of its obligations under this Assignment.

3. Permitted Use. Block 466 shall be used only for the construction and operation of the Parking Garage. Any variance from such use shall require the prior written consent of LSU and UMCMC.

4. Construction on Block 466. Assignee shall cause the construction and operation of the Parking Garage (the "***Work***"), in accordance with plans and specifications for said Parking Garage as have been reviewed and approved in writing, in advance, by LSU, UMCMC, and the Louisiana Office of Facility Planning and Control ("***FPC***") which approval shall not be unreasonably withheld, but may be conditioned upon FPC Building and Safety Code requirements. The Parking Garage constructed by Assignee hereunder shall be owned by Assignee during the term of this Assignment and may not be transferred, assigned, leased, or encumbered by Assignee

without the prior, written consent of LSU and UMCMC, which consent shall not be unreasonably withheld.

5. **Term and Termination.** The term of this Assignment shall commence on the Effective Date hereof and shall terminate and expire on the earlier to occur of:

A. Forty (40) years from the effective date hereof;

B. The date on which the debt incurred for the original construction of the Parking Garage improvements is paid in full.

C. Upon termination of this Assignment at the expiration of the Term, and at the sole option of LSU, the ownership of the Parking Garage shall revert to LSU, unless LSU, in its sole discretion, requires the removal of any improvements from Block 466, and, if so, it will be done at Assignee's sole cost and expense.

Upon termination of this Assignment, Block 466 shall remain subject to the Use Agreement, provided, however, LSU shall have all rights of ownership, use, possession, and occupancy of all improvements on Block 466, including, but not limited to, the Parking Garage and all rights of access thereto over, through, and across Block 466. Upon the termination of the Use Agreement (or upon termination of this Assignment, in the event that the Assignment terminates after the termination of the Use Agreement) at LSU's sole option, Assignee shall remove part or all of the improvements from the Property at Assignee's sole expense and return the Property to LSU in its original condition.

6. **Utilities and Services.** Assignee shall promptly pay (or cause to be paid) all fees, costs and charges for all services used or consumed by or on behalf of Assignee, or its permitted tenants, subtenants, or assigns, if any, during the term of this Assignment, including without limitation, electricity, gas, water systems, septic systems, sewer systems, telephone, refuse, cable, communications, janitorial, and other services used by any of them in relation to their activities conducted under this Assignment on or in Block 466.

7. **Limited Waiver of Warranty; Indemnity; Defense of Peaceful Possession.** Except as otherwise provided in this Assignment, UMCMC and LSU make no warranty of title, and make no warranty of fitness or condition of Block 466, including the subsoil, and/or any underground conditions, and/or any environmental matters (and Assignee waives and renounces any and all such warranties, including warranties against latent or redhibitory defects), other than the warranty of peaceful possession against eviction from, or disturbance in fact caused by a person who successfully asserts ownership or a right to possession pursuant to a final definitive judgment of, Block 466, in whole or in material part, which adversely and materially affects the operations of the Parking Garage. Assignee hereby accepts Block 466 in its present AS IS condition and agrees to indemnify and hold UMCMC and LSU harmless from and against any claims, demands, or causes of action caused by the use of Block 466 by Assignee or its employees, contractors, agents, tenants, subtenants, assigns, invitees and/or permittees.

8. Maintenance, Repairs and Replacement.

A. Assignee shall perform any and all maintenance, repairs and replacements necessary to maintain the improvements on Block 466 in a good, workmanlike and safe condition, all at Assignee's sole cost and expense. The Work and all other improvements will be constructed and shall be performed in compliance with all applicable codes, laws, ordinances and regulations, including without limitation, the applicable building code, fire code, and handicap accessibility requirements. Assignee, at its sole cost and expense, will, with respect to the Work and all other improvements, acquire (or cause to be acquired) all permits, licenses and approvals required by all applicable law, ordinance or regulation.

B. With respect to the activities that are contemplated to occur on and in Block 466 by or on Assignee's behalf under this Assignment, Assignee hereby agrees that UMCMC and LSU shall have no responsibility for conducting any repair, replacement, or maintenance on or in Block 466 or any improvements located or to be located thereon. Assignee agrees to pursue vigorously all claims related to its construction of the improvements made by Assignee.

9. Taxes and Insurance. Assignee shall be responsible for paying all real property taxes (if any) assessed against Block 466, and any improvements thereon during the term of this Assignment. Assignee shall be responsible for all insurance, which insurance will also cover all of Block 466 and any improvements to be constructed by Assignee on Block 466, and all insurance shall name Assignor and LSU as loss payees and as additional insureds.

10. Attorneys' Fees and Expenses. In the event of any legal proceeding arising out of a dispute among the parties with regard to enforcement of any provision of this Assignment, the prevailing party will be entitled to an award for its reasonable attorneys' fees.

11. Amendment; Waiver. This Assignment may not be amended or modified except in writing signed by UMCMC and Assignee, and subject to approval and consent of LSU and UMCMC. Nor may any party's or LSU's and FPC's respective rights hereunder be waived except in writing signed by the entity waiving such rights.

12. Liability.

A. UMCMC shall not be liable or responsible to Assignee, its employees, contractors, agents, invitees, licensees and/or permittees, or other party, for any liability, loss, damage, claim, penalty, cost, including bodily injury or death, demands, judgments, or inconvenience to any property or person that may arise by reason of any use of Block 466 by assignee, and/or any of its employees, contractors, agents, invitees, licensees and/or permittees, except to the extent caused by the gross negligence or willful misconduct of UMCMC or any of UMCMC's employees or by UMCMC's agents to the extent, if any, UMCMC is liable for the gross negligence or willful misconduct of its agents.

B. LSU, to the extent allowed by applicable law, shall not be liable or responsible to Assignee, its employees, contractors, agents, invitees, licensees and/or permittees, or other party, for any liability, loss, damage, claim, penalty, cost, including bodily injury or death, demands, judgments, or inconvenience to any property or person that may arise by reason of any use of Block 466 by assignee, and/or any of its employees, contractors, agents, invitees, licensees,

and/or permittees except to the extent caused by the gross negligence or willful misconduct of LSU or any of LSU's employees or by LSU's agents to the extent, if any, LSU is liable for the gross negligence or willful misconduct of its agents.

13. Force Majeure. If any party shall be unable to carry out any of its obligations under this Assignment due to strike, lockout, earthquake, hurricane, flood, fire, or other acts of God or nature, war, rebellion, terror, civil disorders, laws, regulations, acts of civil or military authorities (including the denial or cancellation of any export or other necessary license), unavailability of materials, carriers or communications facilities, and any other causes beyond the reasonable control of the party whose performance is affected, this Assignment shall remain in effect, but the affected party's obligation shall be suspended for the period during which the affected party is unable to perform because of the event of force majeure. The parties shall use all reasonable efforts to minimize the consequences of force majeure.

14. Default. If any party defaults in any of its obligations hereunder, then the non-defaulting party shall provide written notice of default to the defaulting party describing such default in detail. Only if the defaulting party has not cured the default within thirty (30) days' receipt of notice from the non-defaulting party, the non-defaulting party may sue for and, to the extent allowed by law, obtain a money judgment against the defaulting party and any guarantor of that defaulting party's obligations hereunder for any loss or damages, including attorney fees and all costs, all of which will be paid by the defaulting party and any guarantor of the defaulting party.

15. Compliance with Environmental Laws.

A. Subject to the terms of Subsection 1, Assignee shall comply with all laws relating to the use or occupation of Block 466, including, but not limited to the Asbestos Hazardous Emergency Response Act (AHERA, 15 U.S.C. § 2641, *et seq.*).

B. Assignee shall promptly notify UMCMC and LSU in writing, if assignee has or acquires notice or actual knowledge that any hazardous material has been or is threatened to be released, discharged, disposed of, transported, or stored on, in, under, or from Block 466 during the term of this assignment except as allowed by law. Assignee shall immediately notify UMCMC and LSU, and provide copies upon receipt of, all complaints, claims, citations, demands, inquiries, reports, or notices relating to the condition of Block 466 or the failure of Block 466 to comply with all environmental laws during the term of this assignment. Assignee shall promptly deliver to UMCMC and LSU copies of all notices, reports, correspondence and submissions made by assignee to the united states environmental protection agency ("**EPA**"), The United States Occupational Safety and Health Administration ("**OSHA**"), the Louisiana Department of Environmental Quality ("**DEQ**"), Department of Health and Hospitals ("**DHH**"), or any other governmental authority that requires submission of any information concerning environmental matters or hazardous waste or substances pursuant to all laws.

C. Assignee agrees to indemnify, defend (with counsel reasonably acceptable to UMCMC and LSU at assignee's sole cost) and hold UMCMC and LSU, their board members, officers and employees harmless from and against all environmental liabilities and costs, liabilities and obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages), disbursements or expenses of any kind

(including attorneys' and experts' fees and fees and expenses incurred in investigating, defending, or prosecuting any litigation, claim, or proceeding) that may at any time be imposed upon, incurred by or asserted or awarded against UMCMC or LSU or any of them in connection with or arising from or out of:

i. any misrepresentation, inaccuracy or breach of any warranty, covenant or agreement of Assignee contained or referenced to in this Assignment;

ii. any violation by Assignee of any law that is the subject of this Assignment; or

iii. any negligence, gross negligence, or intentional acts or omissions by Assignee relating to the handling, transportation, storage, or use of any Hazardous Materials.

D. Nothing herein shall require Assignee to indemnify, defend and hold harmless UMCMC, LSU, their board members, officers and employees for any environmental liability arising from any Hazardous Materials which were present on, in or under Block 466 prior to the commencement of the term of this Assignment.

E. UMCMC agrees to indemnify, defend (with counsel reasonably acceptable to assignee at UMCMC's sole cost) and hold Assignee, its board members, officers and employees harmless from and against all environmental liabilities and costs, liabilities and obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages), disbursements or expenses of any kind (including attorneys' and experts' fees and fees and expenses incurred in investigating, defending, or prosecuting any litigation, claim, or proceeding) that may at any time be imposed upon, incurred by or asserted or awarded against Assignee or any of them in connection with or arising from or out of:

i. any misrepresentation, inaccuracy or breach of any warranty, covenant or agreement of UMCMC contained or referenced to in this Section;

ii. any violation by UMCMC of any law that is the subject of this Section; or

iii. any negligence, gross negligence, or intentional acts or omissions by UMCMC relating to the handling, transportation, storage, or use of any Hazardous Materials.

F. Notwithstanding the foregoing provisions of this Section, Assignee's responsibility for Hazardous Materials with respect to Block 466 shall be limited to the time period following the commencement of the term of this Assignment.

16. Notices. Any and all notices required or appropriate under this Assignment shall be in writing and shall be sent by:

A. Personal Delivery;

B. Recognized overnight delivery service with proof of delivery; or

C. Registered or Certified United States Mail, postage prepaid, receipt requested, to the following addresses:

UMCMC:

University Medical Center Management Corporation
c/o Louisiana Children’s Medical Center
200 Henry Clay Avenue
New Orleans, Louisiana 70118
Attn: Steve Worley
Ricardo Guevara
Copy by Email: _____

LSU HEALTH FOUNDATION, NEW ORLEANS

Copy by Email: _____

With a copy to:

Louisiana Children’s Medical Center
200 Henry Clay Avenue
New Orleans, Louisiana 70118
Attn: General Counsel
Copy by Email: _____

With a copy to:

Copy by Email: _____

With a copy to:

Foley & Lardner LLP
Attn: Mark Waxman
111 Huntington Avenue
Suite 2500
Boston, Massachusetts 02199
Copy by Email: _____

With a copy to:

Copy by Email: _____

LSU:

Board of Supervisors of Louisiana State University and Agricultural and Mechanical College
3810 West Lakeshore Drive
Baton Rouge, LA 70808
Attn: President of LSU System
Copy by Email: _____

STATE OF LOUISIANA:

State of Louisiana through the Division of Administration
Claiborne Building
1201 North Third Street
Baton Rouge, LA 70801
Copy by Email: _____

With a copy to:

Taylor, Porter, Brooks & Phillips, LLP
Attn: Patrick D. Seiter
450 Laurel Street, 8th Floor
Baton Rouge, LA 70801
Copy by Email to:
patrick.seiter@taylorporter.com

Any such notice or communication shall be deemed to have been given either at the time of personal delivery, subject to verification of service or acknowledgement of receipt, one (1) Business Day after deposit with a nationally recognized overnight delivery service, or three (3) days after mailing via United States Certified Mail, return receipt requested. For purposes hereof, "**Business Day**" shall mean any day except a Saturday, Sunday or other day on which the LSU System office is closed.

A copy of all notices and demands delivered pursuant to this Section 15 shall be contemporaneously emailed to the recipient's email address indicated above.

Each party shall immediately inform all other parties, in writing and in accordance with this Section, of any changes in personnel or address for the purpose of sending required notices.

17. Recordation. Either party may record this Assignment in the conveyance records of Orleans Parish at its expense.

18. Assignment; Encumbrance. Neither this Assignment nor Assignee's rights hereunder shall be transferred, assigned, mortgaged, pledged or encumbered in whole or in part by Assignee, without the prior written consent of UMCMC and the President of LSU, which consent shall not be unreasonably withheld.

19. Waiver. The parties agree that a party's failure to insist on strict performance of any term or condition of this Assignment shall not constitute a waiver of that term or condition, even if the party accepting or acquiescing in the non-conforming performance knows of the nature of the performance and fails to object to it. No waiver or breach shall affect or alter this Assignment but each of the terms of this Assignment shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. No waiver of any default hereunder by a party shall be implied from any omission by such party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver for the time and to the extent therein stated. One or more waivers shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

20. Defense and Indemnification Procedures.

A. Promptly after receipt by a party entitled to indemnity under this Assignment (an "**Indemnified Person**") of notice of the assertion of any claim by a third party (a

"*Third-Party Claim*"), whether or not involving any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any governmental body or arbitrator (a "*Proceeding*"), such Indemnified Person shall give written notice to the party obligated to indemnify pursuant hereto (an "*Indemnifying Person*") of the assertion of such Third-Party Claim, provided that the failure to notify the Indemnifying Person will not relieve the Indemnifying Person of any liability that it may have to any Indemnified Person, except to the extent that the indemnifying person demonstrates that the defense of such Third-Party Claim is prejudiced by the Indemnified Person's failure to give such notice.

B. If an Indemnified Person gives written notice to the Indemnifying Person pursuant hereto of the assertion of a Third-Party Claim, the indemnifying person shall be entitled to participate in the defense of such Third-Party Claim and, to the extent that it wishes (unless: (i) the Indemnifying Person is also a person against whom the Third-Party Claim is made and the Indemnified Person determines in good faith that joint representation would be inappropriate; or (ii) the Indemnifying Person fails to provide reasonable assurance to the indemnified person of its financial capacity to defend such Third-Party Claim and provide indemnification with respect to such Third-Party Claim), to assume the defense of such Third-Party Claim with counsel satisfactory to the Indemnified Person. After notice from the Indemnifying Person to the Indemnified Person of its election to assume the defense of such Third-Party Claim, the Indemnifying Person shall not, so long as it diligently conducts such defense, be liable to the Indemnified Person under this Section for any fees of other counsel or any other expenses with respect to the defense of such Third-Party Claim, in each case subsequently incurred by the Indemnified Person in connection with the defense of such Third-Party Claim, other than reasonable costs of investigation. If the Indemnifying Person assumes the defense of a Third-Party Claim, no compromise or settlement of such Third-Party Claim may be effected by the Indemnifying Person without the Indemnified Person's written consent unless: (a) there is no finding or admission of any violation of any applicable law or any violation of the rights of any person; (b) the sole relief provided is monetary damages that are paid in full by the Indemnifying Person; and (c) the Indemnified Person shall have no liability with respect to any compromise or settlement of such Third-Party Claim effected without its written consent.

C. Notwithstanding the foregoing, if an Indemnified Person determines in good faith that there is a reasonable probability that a Third-Party Claim may adversely affect it other than as a result of monetary damages for which it would be entitled to indemnification under this Assignment, the Indemnified Person may, by notice to the Indemnifying Person, assume the exclusive right to defend, compromise or settle such Third-Party Claim, but the Indemnifying Person will not be bound by any determination of any Third-Party Claim so defended for the purposes of this Assignment or any compromise or settlement effected without its written consent (which may not be unreasonably withheld).

D. With respect to any Third-Party Claim subject to indemnification under this Section: (i) both the Indemnified Person and the Indemnifying Person, as the case may be, shall keep the other person fully informed of the status of such Third-Party Claim and any related proceeding at all stages thereof where such person is not represented by its own counsel, and (ii) the parties agree (each at its own expense) to render to each other such assistance as they may

reasonably require of each other and to cooperate in good faith with each other in order to ensure the proper and adequate defense of any Third-Party Claim.

E. With respect to any Third-Party Claim subject to indemnification under this section, the parties agree to cooperate in such a manner as to preserve in full (to the extent possible) the confidentiality of all confidential information (as defined in the CEA) and the attorney-client and work-product privileges. In connection therewith, each party agrees that, to the extent allowed by law: (i) it will use commercially-reasonable efforts, in respect of any Third-Party Claim in which it has assumed or participated in the defense, to avoid production of confidential information (consistent with Applicable Law and Rules of Procedure), and (ii) all communications between any party hereto and counsel responsible for, or participating in, the defense of any Third-Party Claim shall, to the extent possible, be made so as to preserve any applicable Attorney-Client or Work-Product Privilege.

F. A claim for indemnification for any matter not involving a Third-Party Claim may be asserted by notice to the party from whom indemnification is sought and shall be paid promptly after such notice.

21. Severability. The provisions of this Assignment are severable. Any terms and/or conditions that are deemed illegal, invalid or unenforceable shall not affect any other term or condition of this Assignment.

22. Construction. All of the parties to this Assignment have participated freely in the negotiation and preparation hereof; accordingly, this Assignment shall not be more strictly construed against any one of the parties hereto.

23. Successors and Assigns. This Assignment shall be binding on and will inure to the benefit of the parties hereto, and their respective successors and assigns, if any.

24. Survival. The expiration or termination of this Assignment, for any reason, shall not release any party from any obligation or liability to another party arising or accruing prior to expiration or termination.

25. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together will constitute only one agreement. For purposes hereof, facsimile and electronically scanned pdf copies hereof and facsimile and electronically scanned pdf signatures hereof shall be authorized and deemed effective.

26. Choice of Law. This Assignment is governed by the laws of the State of Louisiana, and in the event of a court proceeding, any such proceeding shall be filed in the Louisiana Nineteenth Judicial District Court.

27. Intervention, Third-Party Beneficiaries. Now herein intervenes the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, the State of Louisiana, through the Division of Administration, and Louisiana Children's Medical Center to consent to and approve all of the terms and conditions of this Assignment. Furthermore, UMCMC and Assignee fully agree and acknowledge that LSU and State on behalf of FPC are third-party

beneficiaries of this Assignment, including in particular, those provisions granting and/or recognizing any and all rights accruing in LSU's and FPC's favor .

28. Release from Cooperative Endeavor Agreement and Master Lease. The parties hereto acknowledge that certain of the parties hereto previously entered into an Amended and Restated Cooperative Endeavor Agreement by and among Louisiana Children's Medical Center, UMCMC, LSU, and the State of Louisiana, (collectively "***CEA Parties***") effective May 29, 2013, and also previously entered into a Master Hospital Lease by and among LSU, UMCMC and the State of Louisiana, (collectively "***Master Hospital Lease Parties***") dated May 29, 2013. Now, therefore, in consideration of the obligations of LSU Health Foundation, New Orleans to construct the Parking Garage on Block 466, and for other good and valuable consideration, the CEA Parties and the Master Hospital Lease Parties hereby release and discharge Block 466 from the provisions of the Amended and Restated Cooperative Endeavor Agreement and from the provisions of the Master Hospital Lease and agree and acknowledge that said Amended and Restated Cooperative Endeavor Agreement and Master Hospital Lease have no further force and effect with respect to Block 466.

[Remainder of Page Intentionally Blank - Signatory Pages Follow]

*[Signature Page for Partial Assignment and Assumption of Right of Use,
Possession and Occupancy]*

THUS DONE AND SIGNED by the **University Medical Center Management Corporation**, on this ____ day of _____, 2018, in the presence of the following competent witnesses.

WITNESSES:

**UNIVERSITY MEDICAL CENTER
MANAGEMENT CORPORATION**

Printed Name: _____

By: _____

Name: _____

Printed Name: _____

Title: _____

*[Signature Page for Partial Assignment and Assumption of Right of Use,
Possession and Occupancy]*

THUS DONE AND SIGNED by the **LSU Health Foundation, New Orleans** on this _____ day of _____, 2018, in the presence of the following competent witnesses.

WITNESSES:

**LSU HEALTH FOUNDATION, NEW
ORLEANS**

Printed Name: _____

By: _____

Printed Name: _____

Name: _____

Title: _____

*[Signature Page for Partial Assignment and Assumption of Right of Use,
Possession and Occupancy]*

THUS DONE AND SIGNED by the **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College**, on this ____ day of _____, 2018, in the presence of the following competent witnesses.

WITNESSES:

Printed Name: _____

Printed Name: _____

INTERVENOR:

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

By: _____

Name: _____

Title: _____

*[Signature Page for Partial Assignment and Assumption of Right of Use,
Possession and Occupancy]*

THUS DONE AND SIGNED by the **State of Louisiana, Division of Administration**,
on this ____ day of _____, 2018, in the presence of the following competent
witnesses.

WITNESSES:

Printed Name: _____

Printed Name: _____

INTERVENOR:

**STATE OF LOUISIANA
DIVISION OF ADMINISTRATION**

By: _____
Name: _____
Title: _____

*[Signature Page for Partial Assignment and Assumption of Right of Use,
Possession and Occupancy]*

THUS DONE AND SIGNED by the **Louisiana Children’s Medical Center**, on this _____ day of _____, 2018, in the presence of the following competent witnesses.

WITNESSES:

Printed Name: _____

Printed Name: _____

INTERVENOR:

**LOUISIANA CHILDREN’S MEDICAL
CENTER**

By: _____
Name: _____
Title: _____

EXHIBIT "A"

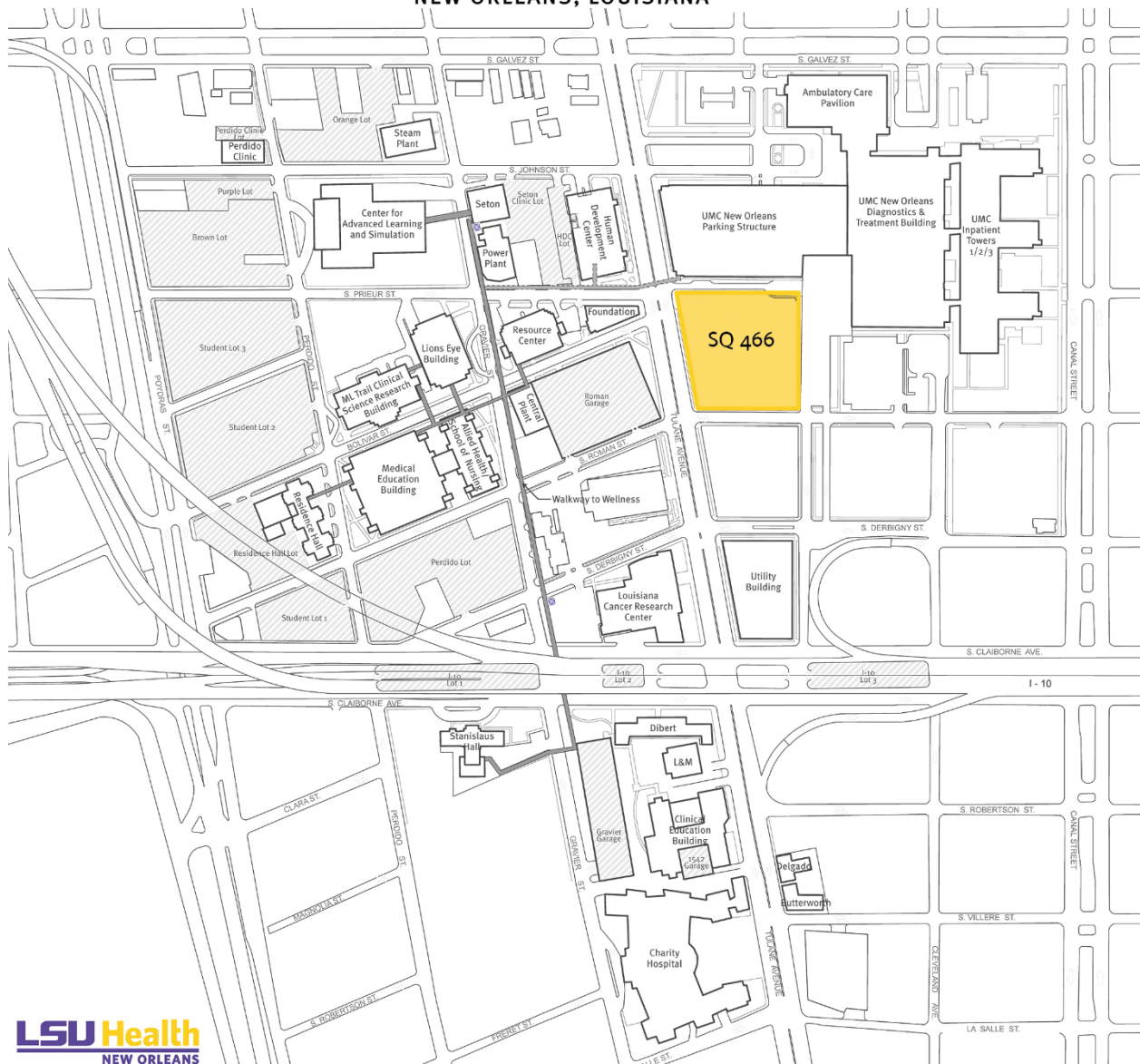
to

Partial Assignment and Assumption of Right of Use, Possession and Occupancy

LOCATION FOR NEW UMC PARKING GARAGE

**SQUARE 466 IN NEW ORLEANS, LA
OWNED BY THE LSU A&M BOARD OF SUPERVISORS**

**LSU HEALTH DOWNTOWN CAMPUS MAP
NEW ORLEANS, LOUISIANA**





**Request from LSU Health Sciences Center-New Orleans
to Approve the Purchase of Land in Squares 499 and
518, First District, New Orleans**

To: Members of the Board of Supervisors

Date: October 4, 2018

This is a significant board matter pursuant to Bylaws Art. VII, Section 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 (LSUHSC-NO), in support of its mission, proposes to purchase the non-State-owned parcels of land adjacent to LSUHSC-NO property in the attached documents titled “LSU Health Downtown Campus” and “Squares 499 and 518 Parcel Ownership Information.”

The first of the parcels available currently is that located at **508 and 510 Galvez Street, New Orleans** and is depicted on the attached drawing titled “Square 518 Lots 508 & 510.” The proposed purchase price is \$240,000 and is based on an appraisal conducted by Bird & Associates on June 27, 2018. The final price will be negotiated per Division of Administration guidelines.

This transaction is part of LSUHSC-NO’s effort to improve campus security and to construct future academic buildings. 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. 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 another adjacent city block (Square 440).

With this authority, LSUHSC-NO proposes to also purchase the other remaining parcels within Squares 499 and 518, as they become available, per the authority vested in the Division of Administration.

2. Review of Business Plan

The funds for the transaction are from LSUHSC-NO’s unrestricted funds.

3. Fiscal Impact

The purchase of this tract will increase the property holdings of the Board of Supervisors in the LSUHSC-NO’s downtown campus area. The proposed purchase price is \$240,000 and is based on an appraisal conducted by Bird & Associates on June 27, 2018. The final price will be negotiated per Division of Administration guidelines.

4. Description of Competitive Process

The purchase price of the land is based on current market value, as determined by a current appraisal.

5. Review of Legal Documents

Not applicable.

6. Parties of Interest

None.

7. Related Transactions

An Act of Sale will be entered into between the current owner and the Board of Supervisors of Louisiana State University and Agricultural College once the recommendation to purchase has been approved by the Board.

8. Conflicts of Interest

None.

ATTACHMENTS

- I. Letter from Chancellor Hollier
- II. LSU Health Downtown Campus map
- III. Legend Map of Squares 499 and 518 with Parcel Ownership Information
- IV. Summary Appraisal Report by Bird & Associates, dated June 27, 2018

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that F. King Alexander, President of the Louisiana State University System, or his designee, is authorized on behalf of and in the name of the Board of Supervisors to purchase the non-State owned lots in Squares 499 and 518 in the First District of New Orleans, listed above, the first of which, with street address of 508 and 510 Galvez Street, New Orleans, LA 70112, is to be purchased immediately, and to execute any acts of sale or any other agreements necessary to effect and record such purchase(s). The final price will be negotiated per Division of Administration guidelines.

BE IT FURTHER RESOLVED that F. King Alexander, President of the LSU System, 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, to include in said approval to purchase said property any terms and conditions that he may deem in the best interest of the Board of Supervisors.



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 HEALTHTO: F. King Alexander
President, LSU System

DATE: August 24, 2018

FROM: Larry Hollier
Chancellor

A handwritten signature in blue ink that reads "Larry Hollier".

RE: Recommendation to Approve the Purchase of Land in Squares 499 & 518, First District, New Orleans

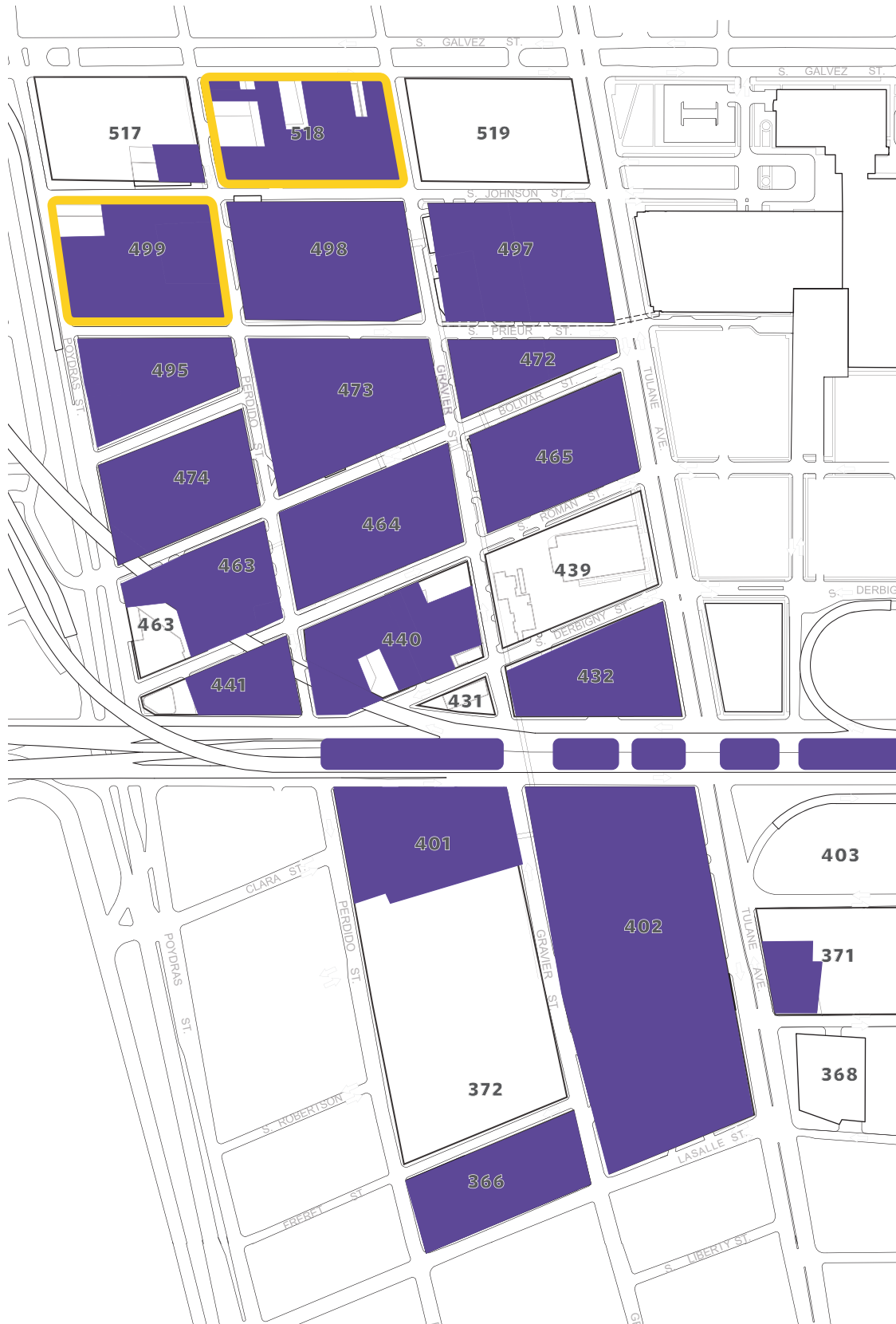
Attached for your review is a resolution to approve a proposed purchase of land in Squares 499 & 518 in New Orleans. These are non-State owned lots adjacent to the LSU Health Sciences Center – New Orleans (LSUHSC-NO). The purchase of this property is part of LSUHSC-NO's effort to improve campus security and to construct future academic buildings, and is consistent with LSUHSC's Master Plan.

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

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

Enclosures

LSU HEALTH DOWNTOWN CAMPUS



SQUARE 499

PARCEL OWNERSHIP INFORMATION



SQUARE 499	Lot Number	Area	Owner	Address
	2075	3960	LYNNCO INC.	2075 Poydras Street
	2067	7260	J. F. DEBOISBLANC	2067 Poydras Street
	2059	7328	STATE OF LOUISIANA	2059 Poydras Street
	combined	18294	STATE OF LOUISIANA	2045 Poydras Street
	combined	51836	STATE OF LOUISIANA	2042 Perdido Street
	2040	7260	LSU A&M BOARD OF SUPERVISORS	2040 Perdido Street
	2036	3636	LSU A&M BOARD OF SUPERVISORS	2036 Perdido Street
	2028	7260	LSU A&M BOARD OF SUPERVISORS	2028 Perdido Street
	2024	3630	STATE OF LOUISIANA	2024 Perdido Street
2016	3630	STATE OF LOUISIANA	2016 Perdido Street	
	114,094 SF	2.62 acres		

The state owns 102,874 square feet or 90% of square 499.

SQUARE 499

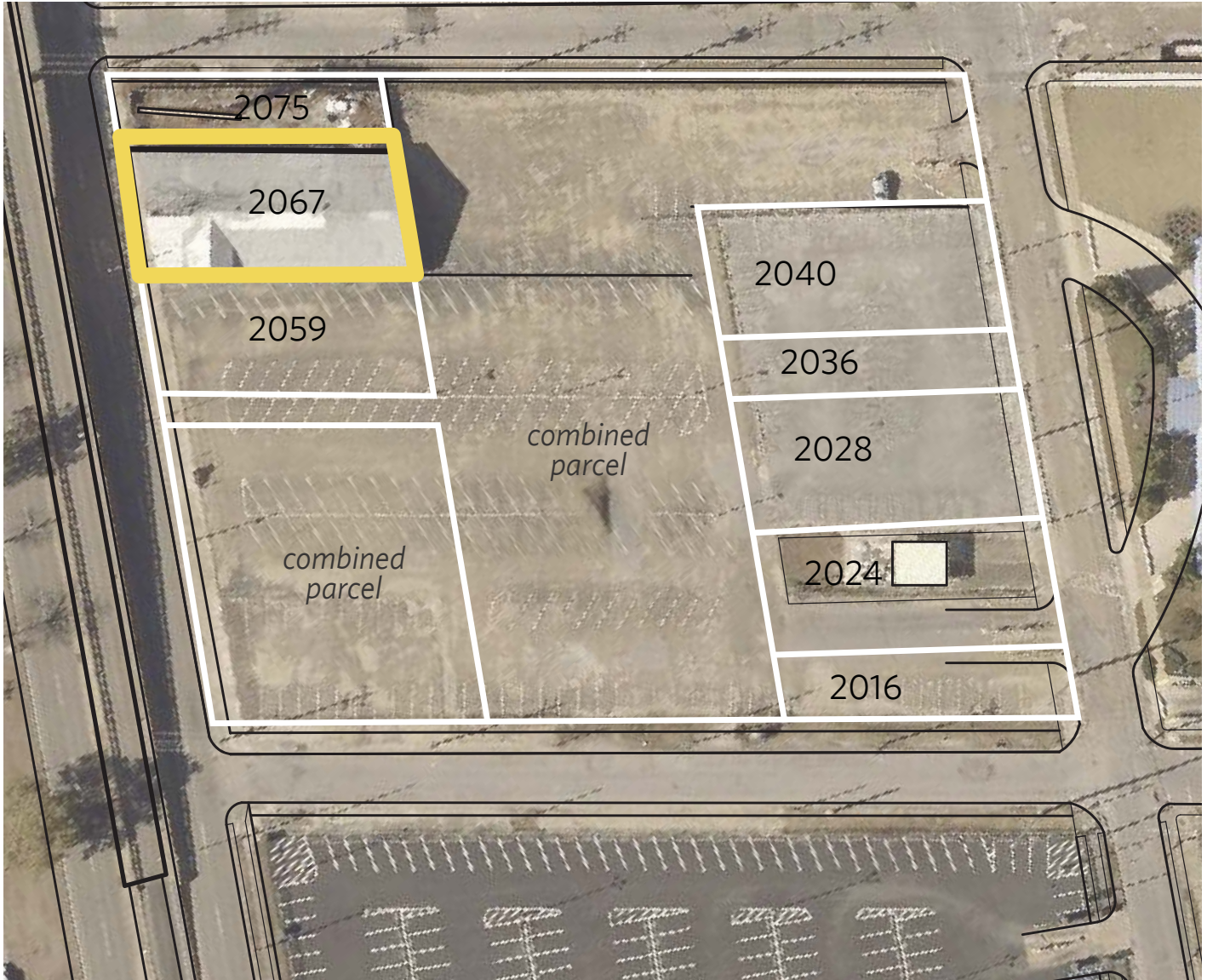
LOTS: 2075



SQ. 499	Lot Number	Owner	Address	Square Footage(SF)	Estimated Land Price
	2075	LYNNCO INC.	2075 Poydras Street	3,960	\$-
				3960	

SQUARE 499

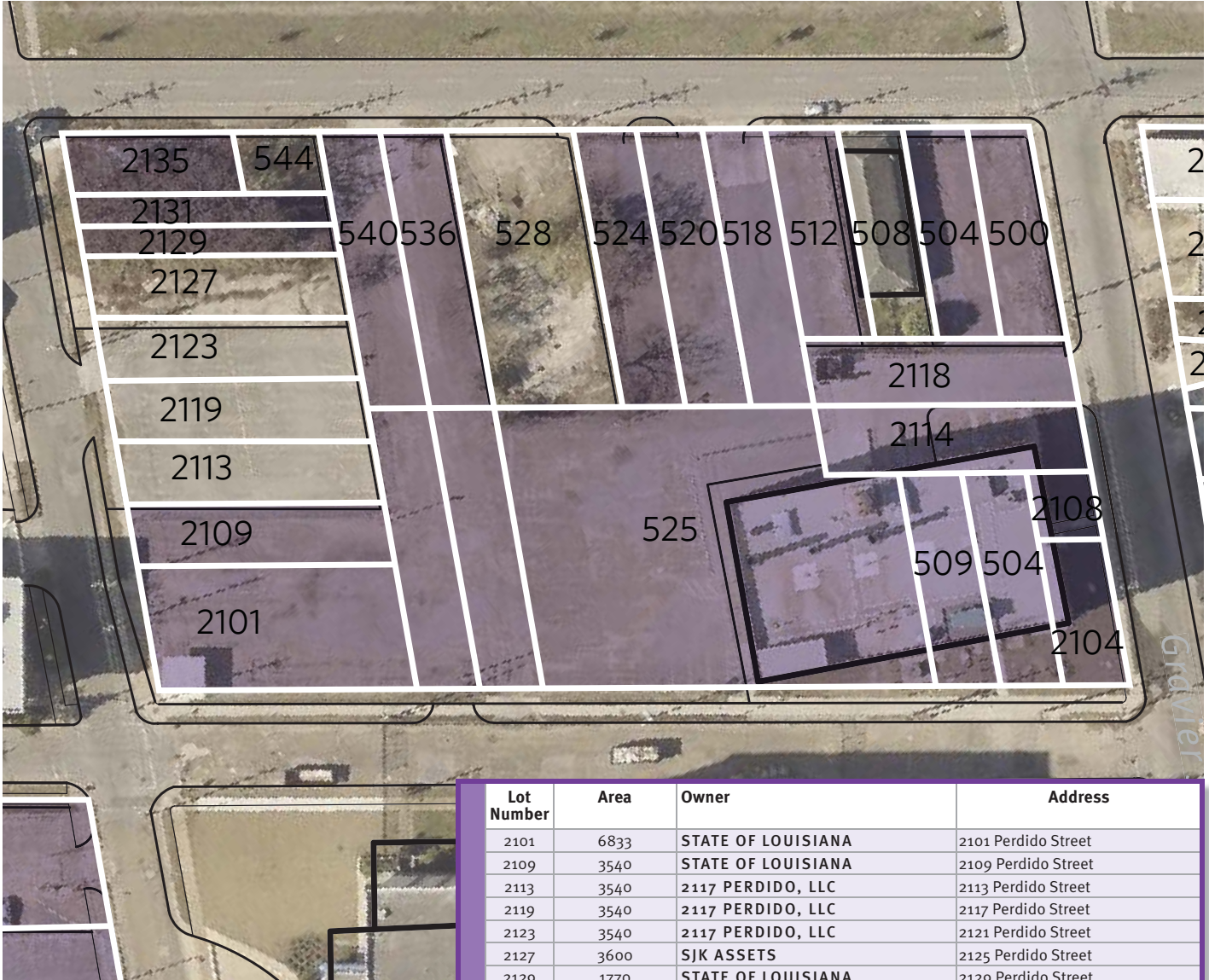
LOTS: 2067



SQ. 499	Lot Number	Owner	Address	Square Footage(SF)	Estimated Land Price
	2067	J. F. Deboisblanc	2067 Poydras Street	7,260	\$-

SQUARE 518

PARCEL OWNERSHIP INFORMATION

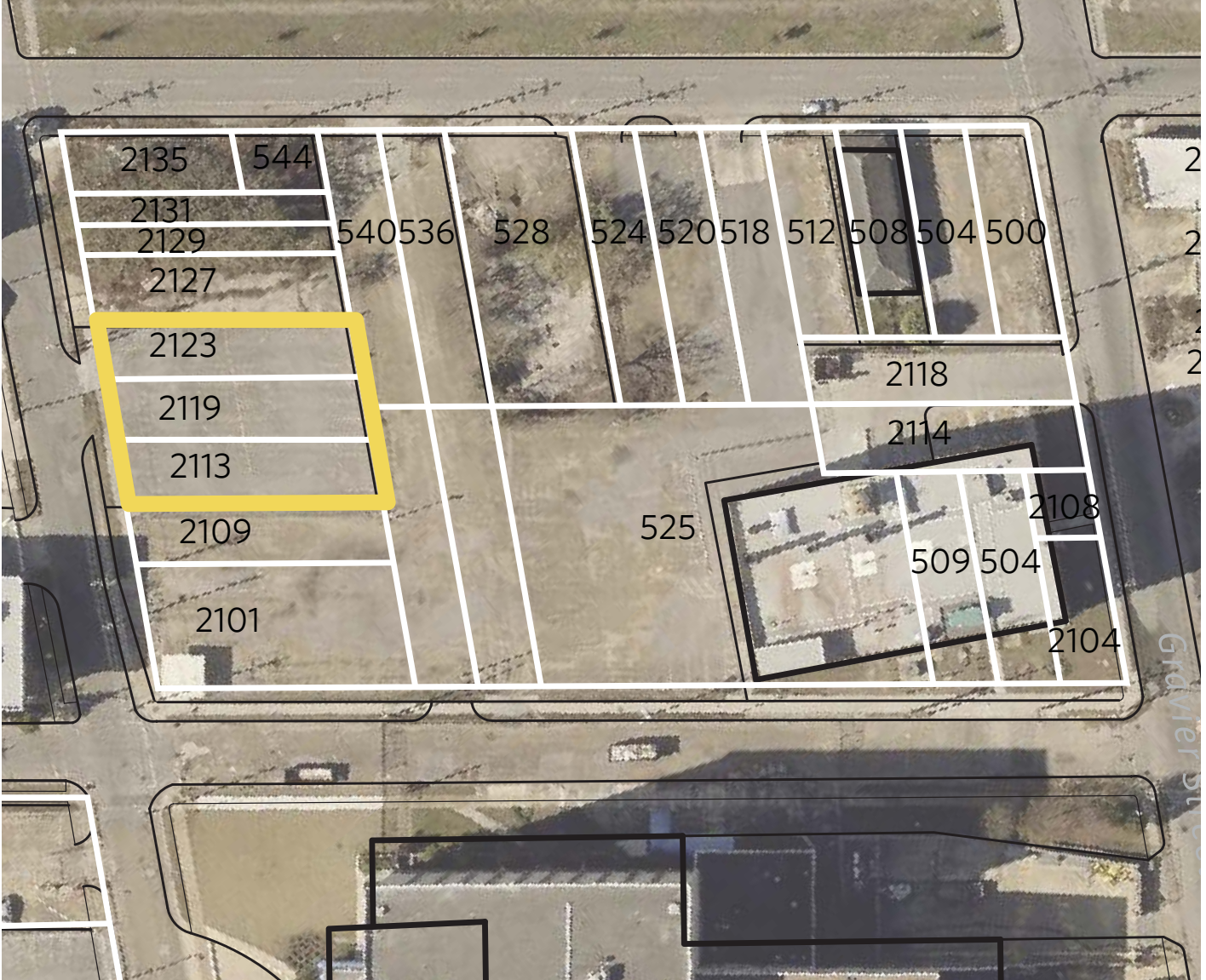


The state owns 92,790 square feet or 78% of square 518.

Lot Number	Area	Owner	Address
2101	6833	STATE OF LOUISIANA	2101 Perdido Street
2109	3540	STATE OF LOUISIANA	2109 Perdido Street
2113	3540	2117 PERDIDO, LLC	2113 Perdido Street
2119	3540	2117 PERDIDO, LLC	2117 Perdido Street
2123	3540	2117 PERDIDO, LLC	2121 Perdido Street
2127	3600	SJK ASSETS	2125 Perdido Street
2129	1770	STATE OF LOUISIANA	2129 Perdido Street
2131	1770	STATE OF LOUISIANA	2131 Perdido Street
2135	2460	LA HEALTHCARE AUTHORITY	2135 Perdido Street
544	1200	CASTROGIOVANNI FAMILY, LLC	544 South Galvez Street
540	3957	STATE OF LOUISIANA	540 South Galvez Street
536	3898	STATE OF LOUISIANA	536 South Galvez Street
528	7920	JOSEPH J. CIOLINO	528 South Galvez Street
524	3902	STATE OF LOUISIANA	524 South Galvez Street
520	3957	STATE OF LOUISIANA	520 South Galvez Street
518	3957	STATE OF LOUISIANA	518 South Galvez Street
512	3358	STATE OF LOUISIANA	512 South Galvez Street
508	3000	MICHAEL J. CLARK	508 South Galvez Street
504	2943	STATE OF LOUISIANA	504 South Galvez Street
500	2948	STATE OF LOUISIANA	500 South Galvez Street
2118	3850	STATE OF LOUISIANA	2118 Gravier Street
2114	3850	STATE OF LOUISIANA	2114 Gravier Street
2108	960	STATE OF LOUISIANA	2108 Gravier Street
2104	2040	STATE OF LOUISIANA	2104 Gravier Street
505	2992	STATE OF LOUISIANA	505 South Johnson Street
509	2957	STATE OF LOUISIANA	509 South Johnson Street
525	22979	STATE OF LOUISIANA	525 South Johnson Street
539	3913	STATE OF LOUISIANA	539 South Johnson Street
541	3956	STATE OF LOUISIANA	541 South Johnson Street
119,130 SF		2.73 acres	

SQUARE 518

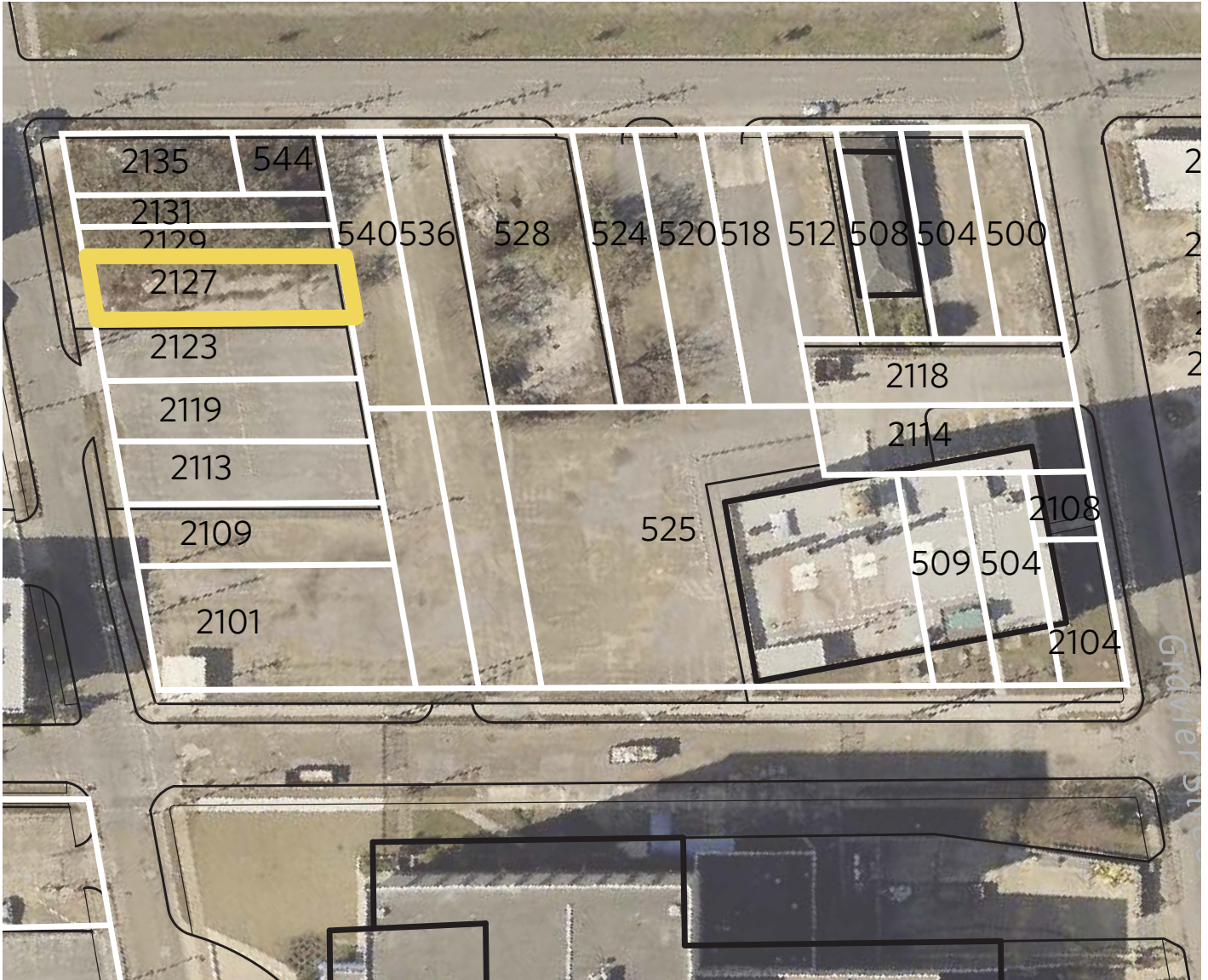
LOTS: 2113, 2119, & 2123



	Lot Number	Owner	Address	Square Footage(SF)	Estimated Land Price
S.C. 518	2113	2117 PERDIDO, LLC	2113 Perdido Street	10,620	\$-
	2119	2117 PERDIDO, LLC	2117 Perdido Street	3540	
	2123	2117 PERDIDO, LLC	2121 Perdido Street	3540	

SQUARE 518

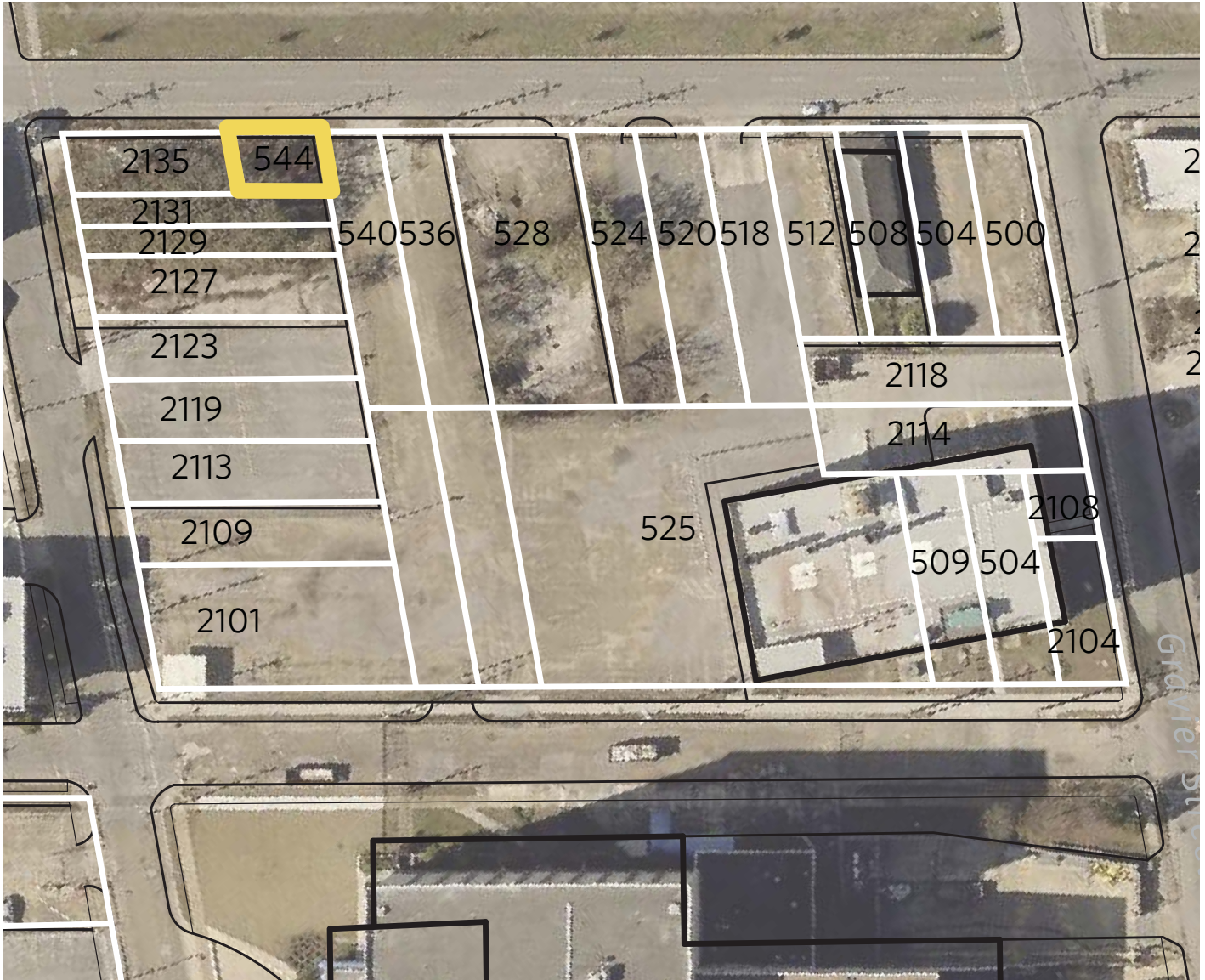
LOTS: 2127



SQ. 518	Lot Number	Owner	Address	Square Footage(SF)	Estimated Land Price
	2127	SJK Assets	2125 Perdido Street	3,600	\$-

SQUARE 518

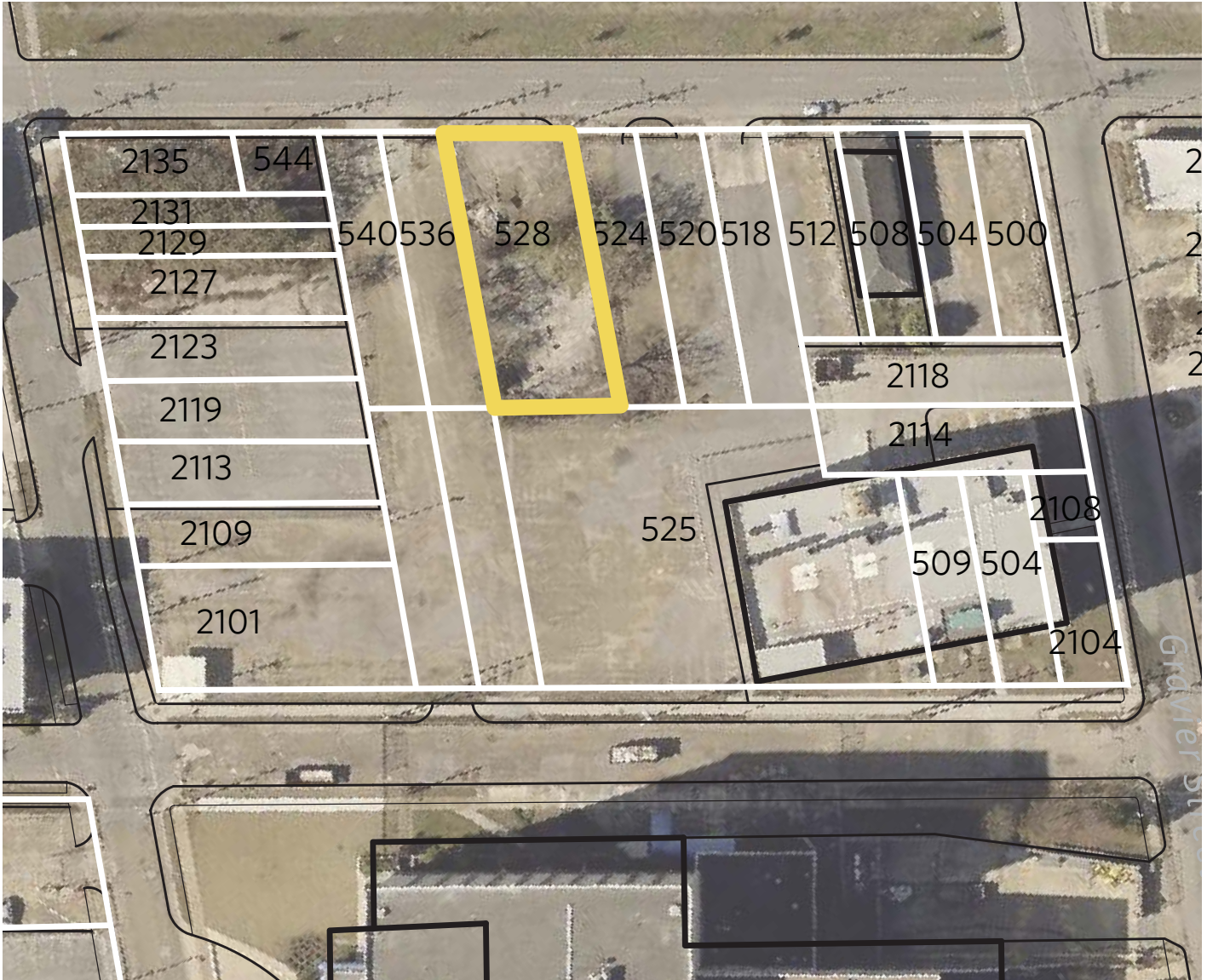
LOTS: 544



SQ. 518	Lot Number	Owner	Address	Square Footage(SF)	Estimated Land Price
	544	Castrogiovanni Family, LLC	544 South Galvez Street	1,200	\$-

SQUARE 518

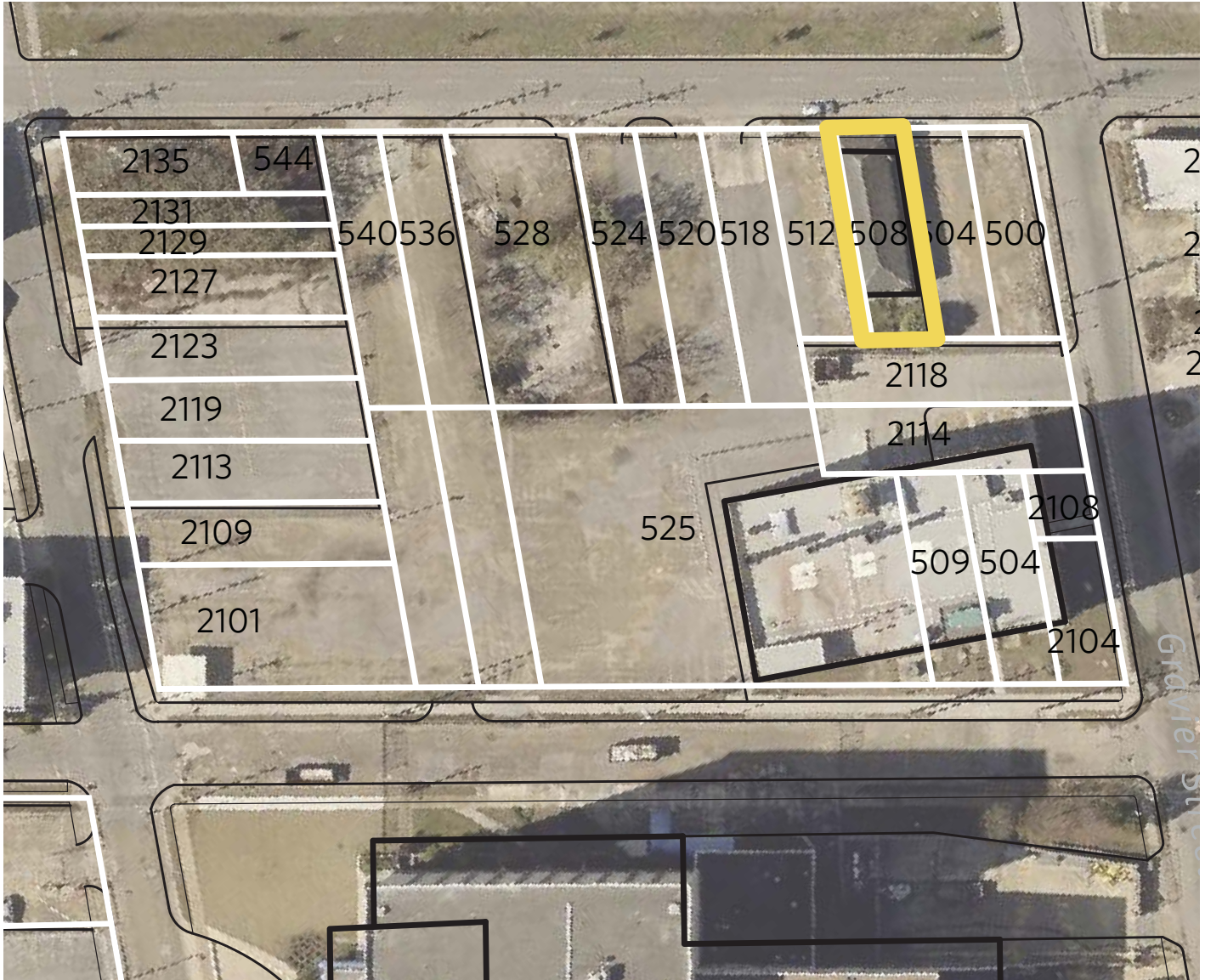
LOTS: 528



SQ. 518	Lot Number	Owner	Address	Square Footage(SF)	Estimated Land Price
	528	Joseph J. Ciolino	528 South Galvez Street	7,920	\$-

SQUARE 518

LOTS: 508



SQ. 518	Lot Number	Owner	Address	Square Footage(SF)	Estimated Land Price
	508	Michael J. Clark	508 South Galvez Street	3,000	\$-

OUR FILE NO. B18-112

REAL ESTATE APPRAISAL REPORT

**508-10 S. Galvez Street, New Orleans, La. 70119
(Lot 9, Square 518, First District)**

Owner: Michael J. Clark

**LSU Health Science Center
PO #00384449 / Req #0052516**

EFFECTIVE DATE OF VALUE

June 27, 2018

PREPARED FOR

**LSUHSC New Orleans
Atten: HSC Activities
Physical Plant Administration
1901 Perdido Street, Box P2-3
New Orleans, LA 70112**

PREPARED BY

**Bradley D. Bird, MAI, SRA
Louisiana Certified General Real
Estate Appraiser License #G0478**

**Bird & Associates
512 North Causeway Boulevard
Metairie, Louisiana 70001**



**Google Earth Aerial View of Subject
Property and Surrounding Area**

(Site boundaries in red approximated by appraiser)

Bird & Associates
Real Estate Appraisers - Consultants
512 North Causeway Boulevard
Metairie, Louisiana 70001
Phone: (504) 830-3863
Fax: (504) 830-3870
mailbird@yahoo.com

July 19, 2018

LSUHSC New Orleans
Atten: HSC Activities
Physical Plant Administration
1901 Perdido Street, Box P2-3
New Orleans, LA 70112

Re: REAL ESTATE APPRAISAL REPORT
508-10 S. Galvez Street, New Orleans, La. 70119
(Lot 9, Square 518, First District)
Owner: Michael J. Clark
LSU Health Science Center
PO #00384449 / Req #0052516

Ladies & Gentlemen:

Pursuant to your request, I herewith submit an appraisal report of the above referenced property for the purpose of determining its current market value.

The appraised real estate consists of a 30' x 100' (2,952 SF) MS-Medical zoned parcel of land improved with a ±110-year-old, 1,817 SF GLA "shotgun double" residential building which is currently rented to two local families. This structure, which was inundated and heavily damaged during Hurricane Katrina almost 13 years ago, has since been fully renovated and is presently in average-good physical condition.

As a result of the research and analyses undertaken herein, it is my considered opinion that as of **June 27, 2018** the **Market Value** of the **Fee Simple Interest** in the subject property (**Non-Movable Real Estate Only**), in **Existing Condition**, was approximately:

Two Hundred Forty Thousand Dollars
(\$240,000)

It is further my considered opinion that if realistically priced and professionally marketed, the subject property can be sold for the appraised value in a **Marketing Time** of **within three months**. **Exposure time** is also estimated to have been **within three months**.

This letter of transmittal only serves to report the final value estimate conclusion reached in the full narrative appraisal which follows and must not be misconstrued to represent a complete appraisal in and of itself.

LSUHSC New Orleans
Atten: HSC Activities
Physical Plant Administration
1901 Perdido Street, Box P2-3
New Orleans, LA 70112

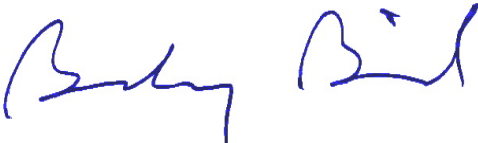
Re: REAL ESTATE APPRAISAL REPORT
508-10 S. Galvez Street, New Orleans, La. 70119
(Lot 9, Square 518, First District)
Owner: Michael J. Clark
LSU Health Science Center
PO #00384449 / Req #0052516

July 19, 2018

Page Two

Thank you very much for the opportunity to be of service. If you have any questions or comments concerning the value conclusions or the data and/or the techniques used in the analysis, please advise.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Bradley Bird". The signature is stylized and cursive.

Bradley D. Bird, MAI, SRA
Louisiana Certified General Real
Estate Appraiser License #G478

BDB/me

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ADDENDA SECTION

Photographic Views of Subject
Legal Description of Subject Property
Photographs of the Improved Comparable Sales
Professional Qualifications of Bradley D. Bird, MAI, SRA

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Date of Value Estimate: June 27, 2018 (appraiser's most recent inspection date)

Property Rights Appraised: Fee Simple Interest

Property Location: Downtown New Orleans, just outside the Central Business District in what is known as the "Medical District."

Property Description: A 30' x 100' (2,952 SF) parcel of land improved with a ±110-year-old, 1,817 SF GLA, one-story, raised wood-frame "shotgun" style residential duplex. The property was flooded and heavily damaged in 2005 during Hurricane Katrina, but subsequently repaired and renovated. It is now fully occupied with two local tenants. The overall physical condition of the property is rated as average-good.

City/Parish Zoning: MS, Medical Services District

Highest and Best Use: Continued use as a two-family residence, with the longer term prospect of being assembled with the adjoining land in Square 519 for large-scale medical oriented redevelopment.

Final Value Conclusion: **\$240,000**

Exposure/Marketing Time: Within 3 months

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report is subject to the following assumptions and limiting conditions (imposed by the terms of my assignment or by the undersigned) affecting the analyses, opinions and conclusions contained in this report.

1. Possession of this report, or a copy thereof, does not carry with it the right of publication. **This report is prepared for the sole and exclusive use of the client identified in the report, and it may not be used for any purpose other than that which is specified in the report. No third parties are authorized to rely upon this report without written consent of the appraiser, and in any event, only in its entirety.**
2. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
3. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
4. Responsible ownership and competent property management are assumed.
5. The information furnished by others is believed to be reliable. No warranty, however, is given for its accuracy.
6. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structure that render it more or less valuable. No responsibility is assumed for such conditions or for arranging engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state and local government regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in the appraisal report.
10. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
11. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

ASSUMPTIONS AND LIMITING CONDITIONS

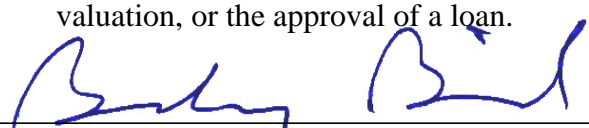
(Continued)

12. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
13. The appraiser herein by reason of this appraisal is not required to give further consultation, testimony, or be in attendance in court with reference to the property in questions unless arrangements have been previously made.
14. Neither all nor any part of the contents of this report shall be conveyed to any person or entity, other than the appraiser's client, through advertising, solicitation materials, public relations, news, sales, or other media without the prior consent and approval of the appraiser, particularly as to valuation conclusions, the identity of the appraiser, or any reference to affiliation with any professional appraisal organization or designation. Further, the appraiser assumes no obligation, liability, or accountability to any third party. If this report is placed in the hands of anyone but the client, client shall make such party aware of all the assumptions and limiting conditions of this assignment.
15. No responsibility is assumed for political, social or economic changed conditions which could have an effect on real estate value, which changes take place after the date of this valuation.
16. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client should retain an expert in this field, if desired.
17. The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA; the appraiser is not professionally qualified to accomplish this task. Further, no formal study, as accomplished by qualified experts, has been provided to the appraiser, nor is one known to exist. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of ADA, could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since the appraiser has no direct evidence relating to this issue, the possibility of non-compliance with the requirements of ADA was not considered in estimating the value of the property.

CERTIFICATION OF THE APPRAISER

I (we) certify that to the best of my knowledge and belief:

- (1) The statements of fact contained in this report are true and correct.
- (2) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
- (3) I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- (4) I have no bias with respect to the property that is the subject of this report, or to the parties involved with this assignment.
- (5) My engagement in this assignment was not contingent upon developing predetermined results.
- (6) My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- (7) My analyses, opinions, and conclusions were developed, and this report has been prepared, in compliance with the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP), the State of Louisiana for State Certified Appraisers, and the Standards of Professional Practice of the Appraisal Institute.
- (8) The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives and to the requirements of the State of Louisiana relating to review by the appraisal subcommittee of the Louisiana Real Estate Commission.
- (9) I have made a complete personal inspection of the subject property, and an exterior inspection of all comparables presented in the analyses.
- (10) James C. Ruffin, Louisiana Certified Residential Real Estate Appraiser License #R684, provided significant professional assistance in the preparation and development of this appraisal report. His contribution included assistance with the physical inspection, and the selection and analysis of the improved residential comparable sales.
- (11) As of the date of this appraisal, Bradley D. Bird has completed the requirements under the continuing education programs of the Appraisal Institute.
- (12) The appraiser has previously appraised similar type properties to that which is the subject of this report.
- (13) I have not performed any professional real estate services relative to the subject property within the three-year period preceding the acceptance date of this assignment.
- (14) This appraisal assignment is not based on a requested minimum valuation, a specific valuation, or the approval of a loan.



Bradley D. Bird, MAI, SRA July 19, 2018
Louisiana Certified General Real
Estate Appraiser License #0478

DISCUSSION OF THE APPRAISAL ASSIGNMENT

This appraisal is of the current market value of the fee simple interest in the real property identified as 508-10 S. Galvez Street, New Orleans, Louisiana. This is a 2,952 SF MS-Medical zoned parcel of land improved with a ±110-year-old, one-story, ±1,817 SF GLA residential duplex which is adequately maintained and fully rented to two local families.

Market conditions in the immediate area of the subject property have improved sharply in recent years. Activity within the surrounding LSU Health Science Center complex is brisk. In 2012, the Louisiana Cancer Consortium Research Center opened its new 10-story, 175,000 SF, state-of-the-art facility at 1700 Tulane Avenue. Of utmost importance is the recent completion of the \$2 billion UMC Medical Complex developed on the other side of Tulane Avenue. The entire project area comprises ±70 acres and is bounded by South Claiborne and Tulane Avenues, and South Rocheblave and Canal Streets. The LSU facility has 424 beds and has replaced the old Charity Hospital as a teaching and treatment center. The VA Hospital, is a 200-bed hospital designed to replace its storm-damaged facility on Perdido Street. This project has significantly changed the market dynamics on all real estate in this section of the city, including the subject.

REPORT PREPARED FOR (Client): LSUHSC New Orleans
Atten: HSC Activities
Physical Plant Administration
1901 Perdido Street, Box P2-3
New Orleans, LA 70112

REPORT PREPARED BY (Appraiser): Bradley D. Bird, MAI, SRA
Bird & Associates
512 North Causeway Boulevard
Metairie, Louisiana 70001

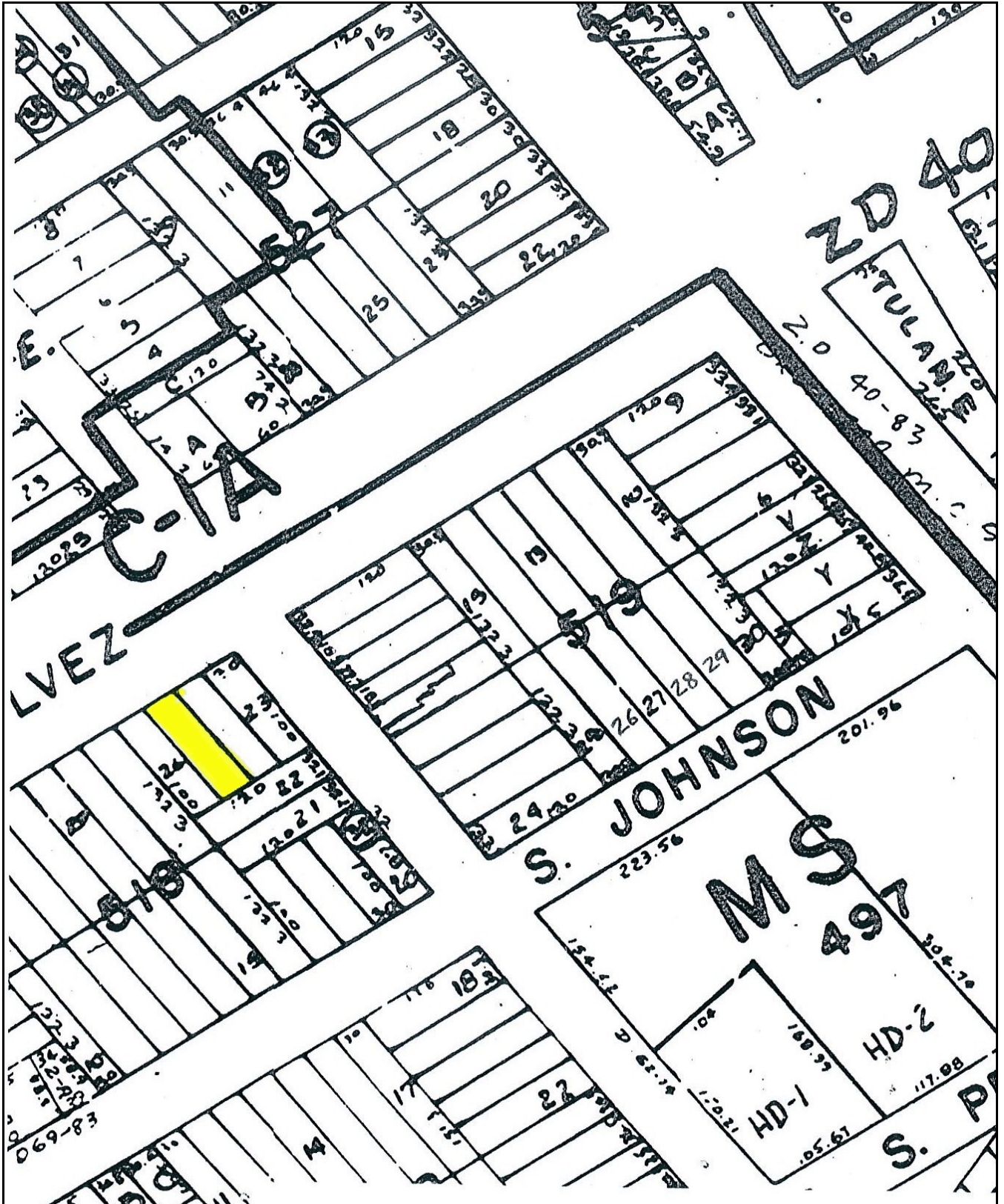
SUBJECT PROPERTY: 508-10 S. Galvez Street, New Orleans, La. 70119
PO #00384449 / Req #0052516

Property is legally identified as:

Lot 9, Square 518 First District, City of New Orleans, State of Louisiana

An image of the complete legal description included in the Judgement of Possession dated 1/02/03, recorded as Inst. #2003-04194, City of New Orleans Conveyance Office, is included as an exhibit in the Addenda section of this report.

CITY PARCEL MAP



PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the "**Market Value**" of the subject real property (**non-movable real property only**) in its existing physical condition as of the effective date specified herein.

DEFINITION OF MARKET VALUE

Market Value is defined by the United States Treasury Department, Comptroller of the Currency 12 CFR part 34, 34.2 (f), as:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (a) Buyer and seller are typically motivated;
- (b) both parties are well informed or well advised, and acting in what they consider their own best interest;
- (c) a reasonable time is allowed for exposure in the open market;
- (d) payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
- (e) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

PROPERTY RIGHTS APPRAISED

The property rights appraised are of the **Fee Simple Estate**. Fee Simple Ownership is defined in *The Appraisal of Real Estate*, 13th Edition, published by the Appraisal Institute in 2008, Page 114, as "...an absolute ownership unencumbered by any other interest or estate, subject only to the limitation imposed by the governmental powers of taxation, eminent domain, police power, and escheat." It is an inheritable estate.

SCOPE OF WORK

The **Scope of Work** is the type and extent of research and analysis in an appraisal assignment. The scope of the appraisal includes, but is not limited to, the following:

- the extent to which the property is identified;
- the extent to which tangible property is inspected;
- the type and extent of data researched; and
- the type and extent of analysis applied to arrive at opinions or conclusions.”

The appraisal problem is solved by effective application of the Appraisal Process, a logical framework of three steps common to the appraisal of real property as well as to scientific research and economic analysis, in general. The steps, specific to the appraisal process as defined by *USPAP*, are:

- 1) Identify the problem to be solved;
- 2) Determine and perform the scope of work necessary to develop credible assignment results, and;
- 3) Disclose the scope of work in the report.

An appraisal **is not** an economic or feasibility analysis, title opinion, ground survey, environmental study, engineering or structural or geologic analysis, or an analysis of mineral rights. An appraiser **is not** an accountant, attorney, surveyor, engineer, chemist, contractor or building inspector. NOTE: For the purposes of this report, the word “inspect” means “...visit; look over...” The appraiser does not perform an inspection of structure, systems, etc. Only readily-observable conditions are noted; concealed conditions may exist and the appraiser does not perform “invasive” inspection methods (not even to the extent of looking “under or on top of” property components).

It is beyond the scope of this report to expect the appraiser to:

- A) Hire an attorney to check the title to the property and discover any defects in the title or any lessening of the “fee simple” rights caused by deed restrictions, leases, mineral leases and/or surface rights, easements, right of ways, etc. Only those noted in this report are considered. The existence of such restrictions beyond those noted in the report may be cause for reconsideration of the value conclusion.
- B) Hire an engineer to survey the property to ascertain exact dimensions, areas, and boundaries.
- C) Hire an expert to perform soil borings and/or analysis to determine the adequacy of the load bearing capacity or fertility of the soil, or existence of jurisdictional wetlands.
- D) Hire an expert to discover the existence of any structural defects, or hazardous materials on, under, near or within the property.

To *Determine* then *Perform* the scope of work necessary; the appraiser’s research must be properly focused and successfully executed in order to produce accurate and representative information from objective, unbiased sources. The appraiser plans the appraisal then executes that plan.

SCOPE OF WORK (Continued)

Common Sources of Data:

- (1) Conveyance Records
- (2) Multiple Listing Service
- (3) DeedFax
- (4) Interview with Knowledgeable Persons
- (5) Appraiser's File Records

When complete, the appraiser's Scope of Work will be revealed, or *disclosed*, in the report document. The appraiser's analysis and conclusion entails the application of various economic techniques together with appraisal judgment in consideration of pertinent data, producing a final objective unbiased conclusion for the real estate that is the subject of this summary appraisal report.

The Problem to be Solved

The appraisal problem, simply defined, involves estimating the current **Market Value** of the **Fee Simple Interest** in the subject property in its **Existing Condition**.

The Scope of Work Necessary to Develop Credible Assignment Results

The property is identified by municipal address, legal description, plot plan, area maps, etc., and then "inspected" (see definition of "inspected") by the appraiser. The subject property was most recently inspected, measured and photographed by the undersigned appraiser on **June 27, 2018**. Research in available databases was performed to reveal any additional information available about the subject, including Realtors®, MLS® and courthouse record research.

The Type and Extent of Data Researched

Courthouse, MLS® and brokers records were researched for sales and leases of similar "comparable" properties. Criteria for research of comparable data includes, but is not limited to, "date of sale", location or proximity, physical characteristics including age, condition, construction type, size, quality and use/utility, and any special conditions of sale (e.g., special financing).

The Type & Extent of Analysis Applied to Arrive at Opinions or Conclusions

An analysis was made of the subject property in an attempt to estimate its highest and best use in the market area as of the date of appraisal. Next, the data was analyzed by comparison of the criteria described above with respect to the subject and comparables. Additionally, the surrounding area and neighborhood in which the property is located was analyzed. Particular attention was given to the development and use trends prevalent in the area.

SCOPE OF WORK (Continued)

In the valuation of real estate, the normal procedure is to apply the three (3) commonly accepted approaches to value, i.e., the Cost Approach, the Income Approach, and the Direct Sales Comparison Approach. When certain approaches are not applicable, the appraiser addresses the reason(s) in the appraisal. In the immediate case, the subject is an 1,817 SF GLA shotgun double (residential duplex) situated on a 30' x 100' (2,952 SF) MS zoned lot. The house is adequately maintained and fully rented. What makes this property unique is that it is situated within an immediate area that has experienced numerous speculative acquisitions of late. The entire Tulane Avenue corridor between S. Claiborne Avenue and S. Broad Street is in a state of transition from older motels and small businesses to larger scale mixed-use developments (e.g., high density retail, apartments, offices, etc.). All of this activity is taking place in direct response to the recent completion of the new University Medical Center and VA Hospital complex. The subject is on the fringe of this activity in a square of ground which has been gradually acquired over the past 40 years by the LSU Health Sciences Center. The Sales Comparison Approach, which is generally the most applicable and reliable method for appraising improved properties such as the subject, is used as the sole approach to value.

The entire scope, direction and content of this appraisal is prepared in accordance with the Standards of Professional Practice and Code of Ethics of the Appraisal Institute, as well as all dictates and guidelines set forth by the Uniform Standards of Professional Practice of the Appraisal Foundation (USPAP), Louisiana Certified Real Estate Law, and requirements of the Office of the Comptroller of the Currency appraisal regulations, 12 CFR Part 34 (Title XI of FIRREA) and 12 CFR Part 7.3025. This Summary Appraisal Report is a brief recapitulation of the appraiser's data, analyses and conclusions. Additional supporting documentation is retained in the appraiser's file.

All comparable sale data presented in this report were verified from courthouse conveyance records (when recorded) and by interviews with either the seller, buyer and/or broker handling the transaction. The comparable data research and collection process was done by review of published data sources such as Deedfax, Multiple Listing Service (MLS), broker flyers and offering lists, and from interviews with local brokers, appraisers and property owners.

INTENDED USER(S) OF REPORT: LSU Health Sciences Center - New Orleans

INTENDED USE OF REPORT: To establish a basis for negotiating the possible acquisition of the subject property.

Use of this appraisal by anyone other than the stated intended user, or for any other use than the stated intended use, is prohibited.

EFFECTIVE DATE OF VALUE: June 27, 2018

DATE OF REPORT: Report was researched, formulated and written between June 25, 2018 and July 19, 2018.

OWNERSHIP OF RECORD: Michael J. Clark

SALES HISTORY OF THE SUBJECT PROPERTY

The subject property has not transferred ownership within the three-year period immediately preceding the effective date of this appraisal. Orleans Parish courthouse records indicate that the property was acquired by the current owner, Michael John Clark, on 1/02/03, from the Succession of Dorothy Ross Brister (recorded in N.A. #2003-04194).

As of this writing the subject property is not being publically marketed for sale or lease. Each unit is currently leased. Unit #508 is rented for \$975 with a Section 8 tenant. Unit #510 is rented for \$1,000 per month, also Section 8.

AREA/CITY ANALYSIS

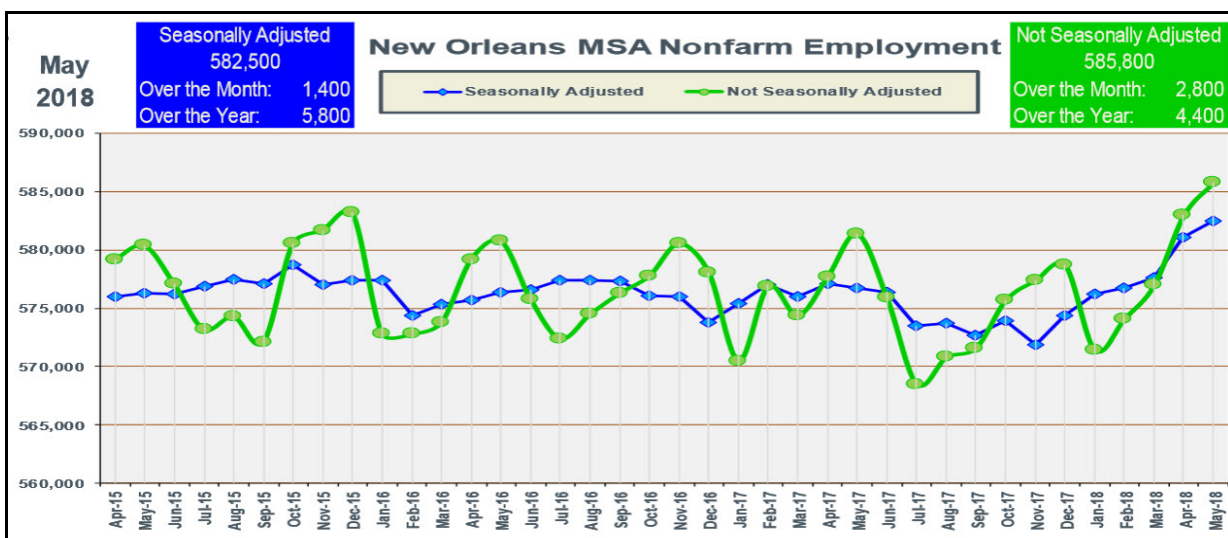
The subject is located within the city of New Orleans. Prior to Hurricane Katrina in August 2005, New Orleans and its surrounding suburbs comprised a major metropolitan area with total population exceeding 1.3 million (Source: Louisiana Tech University, July 1, 2005, intercensal estimate). Hurricane Katrina's impact on the population of the New Orleans metropolitan area was profound. According intercensal data compiled by the U.S. Census Bureau, as of July 1, 2017, the number of people residing in Orleans Parish was 393,292, or 87% of the pre-Katrina count of 452,170. This is up 0.46% from the prior year and 13.1% from the official U.S. Census estimate of 347,907 made as of July 1, 2010. Of particular significance is that for the first time since Katrina, more people moved out of New Orleans to other parts of the country than came into the city from other communities. The minor growth experienced in the past year is attributed to births and international immigration.

The local economy is diversified, but heavily influenced by oil & gas exploration and production. Between 1985-90, weak crude oil prices world-wide sent Louisiana into a severe recession. The industry began to rebound in 1992 with the aid of rising oil & gas prices, technological advancements that make drilling and completing wells more profitable (three-dimensional seismic technology), and later, new tax incentives for deep water wells (the Deep water Royalty Relief Bill). On July 11, 2008, oil reached an all-time high at \$147.27 per barrel. Many analysts attributed this to a weakening U.S. dollar, coupled with speculation on oil futures. The global recession and falling demand sent oil again tumbling in 2009, with prices falling to just under \$34 per barrel in mid-February, and slowly climbing thereafter. Between 2011 and early 2014, prices meandered somewhat, but overall, hovered near \$100/barrel. The expansion of shale fracking and rising global inventories contributed to a downward erratic price trend which began 2014. More recently prices have increased slightly in response to reimposed sanctions on Iran and other concerns in the Middle East. On 7/18/18, the WTI spot price of oil closed at \$68.76 per barrel (Source: Bloomberg.com). With the uncertain global economy, fluctuations in the U.S. dollar, political unrest in oil producing nations, and inconsistent supply/demand issues, further volatility in the oil market is likely in the future.

Another major component of the local economy is tourism. The Morial Convention Center (MCC) in downtown New Orleans contains over 1.1 million SF of contiguous space. Prior to Katrina, UNO's Division of Economic Research estimated the MCC's total economic impact to the New Orleans metropolitan area at over \$2 billion annually. The storm took an immediate toll on local tourism, but it has since rebounded. According to the New Orleans Convention & Visitors Bureau, tourism in New Orleans peaked in 2004, with 10.1 million visitors spending a total of \$4.9 billion. Following Katrina in 2006, the city saw this decline to 3.7 million visitors spending \$2.8 billion. The NOCVB reports that in 2015, 9.78 million visitors were counted spending \$7.05 billion, the highest amount ever. The former Fairmont Hotel underwent a \$135 million renovation in 2009 and later reopened as The Roosevelt. In October 2011, Hyatt Hotels Corporation completed a \$275 million revitalization of the Hyatt Regency, next to the Superdome. Flight volume at Louis Armstrong Airport continues to improve. New Orleans Aviation Board statistics show that for the year 2017 total passenger volume was 12,009,512, an all-time record and an increase of 870,091 (+7.8%) from 2016.

Avondale Shipyards on the west bank of Jefferson Parish, a wholly owned subsidiary of Northrop Grumman, was once the largest private employer in the region with approximately 6,800 employees. On July 13, 2010, Northrup announced that it would close the Avondale yard in 2013 and consolidate its shipbuilding activities at its Pascagoula, Mississippi yard. The final Navy ship built at Avondale, the Somerset, was completed on February 3, 2013. Northrup subsequently shut down the facility, and in mid-2015, placed it on the market for sale. In all the site contains about 206 acres of heavy industrial zoned land, along with 7,900 linear feet of Mississippi River frontage. Local and state leaders have been working to find another user for the facility. The Port of New Orleans is said to be looking at the site, possibly for use as a breakbulk terminal. It remains vacant and available for sale as of this writing.

According to the Louisiana Department of Labor, just prior to Hurricane Katrina, total nonfarm employment in the New Orleans MSA was 609,600. In the immediate aftermath of the storm, an estimated 216,000 jobs were lost, representing about 35% of the regions employment. Slow but steady job growth resumed in 2006. The May 2018 estimate is 585,800 jobs. The MSA added 2,800 jobs over the month and added 4,400 jobs over the year. Construction added 500 jobs over the month. Manufacturing lost 400 jobs over the month but added 800 jobs over the year. Trade, transportation, and utilities added 1,000 jobs over the month and 100 jobs over the year, with the retail trade subsector adding 500 jobs over the month. Information lost 1,300 jobs over the year. Professional and business services added 400 jobs over the month and gained 500 jobs over the year. Education and health services lost 600 jobs over the month but added 2,500 jobs over the year. The education services subsector lost 700 jobs over the month and 100 jobs over the year. The health care and social assistance subsector added 100 jobs over the month and added 2,600 jobs over the year. Leisure and hospitality added 1,800 jobs over the month and 1,500 jobs over the year. The historical trend in nonfarm employment, as tracked by the La. Department of Labor, is depicted graphically below:



On 11/13/17 it was announced that DXC Technology, a global IT company, plans to open a “digital transformation center” in downtown New Orleans. The company is expected to lease as much as 300,000 SF of office space in the CBD and hire approximately 2,000 workers over the next seven years through 2024. By the end of 2018 it plans to have hired about 300 workers. The average salary will be \$63,000 to start and going up to \$73,000 as hiring continues. These are tech-oriented positions, including software engineers and developers, white collar project managers and administrative jobs. In luring the company here New Orleans reportedly competed with 30 other

U.S. cities. About \$120 million in state and city economic incentives were offered, a portion of which will be reinvested into the local higher education system for workforce development.

Conclusion of Regional/City Analysis

The outlook for the tourism and convention business is favorable. New Orleans is one of the top travel destinations in the world, and there are no indications that this will change anytime soon. The New Orleans economy has generally fared better than the majority of the nation. Nevertheless, the New Orleans metropolitan area is not insulated from national and global events. With pressing issues such as the swelling federal deficit, volatile oil & gas prices, etc., some level of uncertainty exists with respect to future economic conditions.

The Port of New Orleans is operating at a reasonable level. While Port improvements continue, intense competition from the Port of Houston is expected to restrain efforts to significantly increase the volume of cargo coming through the Port of New Orleans. In addition, the State of Mississippi has focussed on redeveloping the Port of Gulfport, a major competitor. Notwithstanding these concerns, the entire Gulf Coast is expected to benefit considerably from the Panama Canal's expansion. The work in doubling the canal's capacity was completed at the end of 2016.

After being dealt an extreme blow from Hurricane Katrina in 2005, the local health care sector has resumed its role as one of the driving forces in the local economy. The State of Louisiana and the Veterans Administration teamed up on the construction of their \$2 billion medical complex located in Mid-City. This development was designed to supplant the old Charity Hospital as a site for teaching and treatment. In 2015 the University Medical Center opened, bringing significant relief to area hospitals, particularly with respect to non-reimbursable indigent care. The VA Hospital, which was plagued by numerous problems and delays, finally opened in November 2016. Both of these projects are expected to be an economic boon for both the city and state.

New Orleans is a unique city in the United States with a culture and character unlike any other. The metropolitan area has steadily recovered during the 12½ years following Hurricane Katrina, even in the face of a national economic recession. The explosion and sinking of the Deepwater Horizon oil rig in the Gulf of Mexico in 2010, had a detrimental effect on the region. Not only did 11 men lose their lives, but the rig leaked thousands of barrels of crude oil into the sea uncontrollably, until being sealed three months later. The spill threatened the Gulf Coast seafood and tourism industries, not to mention the quality of life for all local residents. With the aid of federal, state and local resources, along with billion of dollars in settlement money from BP Oil Company, the region has essentially recovered. And while the ensuing collapse in world oil prices again threatened the industry, some improvement is noted of late. Working rig counts have increased by ±20% since 2016. Additionally, the local tourism industry is thriving. Also encouraging is NASA's selection of the Michoud facility in New Orleans East to build components for its new heavy-lift rocket system. This will offset at least some of the job losses resulting from the ending of the Space Shuttle program. Lastly, the recent announcement regarding DXC Technology is one of the most positive signs of new economic development in the region in years.

To conclude, the metropolitan area has overcome a number of challenges and uncertainties since Hurricane Katrina made landfall in this region nearly 13 years ago. The region's economy is far more diverse than it has ever been, though energy still comprises a significant portion. The future outlook of the entire region is one of guarded optimism, with oil & gas prices being a key concern.

NEIGHBORHOOD ANALYSIS

Location and Neighborhood Boundaries

The appraised property consist of an improved parcel of land situated in the square of ground bounded by S. Galvez, Gravier, S. Johnson and Perdido Streets. This is near the southern edge of the older densely developed urban area of New Orleans generally known as Mid-City. The subject's immediate location is within the New Orleans Regional Medical Complex (NORMC), also called the New Orleans Regional Medical Center. Specifically, the property is located within five blocks of the downtown Central Business District of New Orleans.

The neighborhood consists of a rather large area of mixed land uses in the central section of the city of New Orleans and is generally bounded by the Pontchartrain Expressway (Interstate Highway 10), City Park Avenue, Claiborne Avenue and Orleans Avenue. The appraised property is situated just outside of the Central Business District.

Predominant Land Uses within the Neighborhood

Mid-City is an older urban area primarily developed between the early 1900's and the late 1950's. It is predominately high-density residential in character. The major thoroughfares are typically mixed-use, having both residential and commercial uses. There are also industrial uses traversing the railroad right-of-ways.

Some of the commercial and residential uses in the area include automobile dealerships, professional offices, clinics, hospitals, branch banks, fast food restaurants, churches, schools, small apartment complexes/duplexes, small retail shops, and single family residences. There are also some older mid size office buildings. The area is 80% residential, 10% commercial and 10% industrial, with the latter gradually being phased out.

The major north/south commercial corridors within the Mid-City area are Carrollton Avenue, Jefferson Davis Parkway and Broad Street. The major east/west commercial corridors are Canal Street and Tulane Avenue. Carrollton Avenue and Broad Street are the two major commercial thoroughfares that intersect Canal Street in the Mid-City area. Secondary commercial streets include Orleans Avenue, Banks Street, Bienville Street, Esplanade Avenue, and Jefferson Davis Parkway. These streets are primarily improved with older residences and secondary office and neighborhood commercial uses.

Tulane Avenue is a commercial corridor bisecting the NORMC and surrounded on both sides by older dense single and multifamily residential development catering to mid- to low-income dwellers. Although most of the property uses along Tulane Avenue are office and some retail, there is some residential use as well. The commercial uses consist of free standing retail and office buildings. In the immediate subject area, many of the 80+ year-old structures previously used as one and two-story single and multi-family residences have been converted to retail or office use. The general vicinity of the subject site is 95% or more developed with a mix of high-density medical, commercial and residential buildings.

Tulane Avenue and S. Galvez Streets are divided, bi-directional traffic arteries. S. Johnson and Gravier are one-way, interior public streets with far less traffic volume. The immediate location is on the west side of the LSU Health Science Center's complex of buildings, one-half block south of Tulane Avenue. There are elevated walkways connecting the various buildings within the medical center, one of which extending southeast ward across S. Claiborne Avenue into the CBD, the LSU Nephrology School and the Charity Nursing School. The few residences remaining in this location are mostly found either across Tulane Avenue, or further westward beyond S. Galvez Street, and are characterized as older wood frame dwellings typical maintained in average to fair condition.

New Orleans Regional Medical Complex

The New Orleans Regional Medical Complex (NORMC) was established in 1991 to coordinate efforts by its member institutions to promote their collective excellence in health care delivery, education, research and economic development. Through careful planning and joint efforts, NORMC was to create an efficient and attractive urban medical center campus which facilitates institutional and private business development and thereby reinforce and further establish NORMC as a destination center of regional, national and world prominence.

NORMC encompasses over 40 square blocks and is bounded by Iberville Street to the north, South Galvez Street to the west, Pontchartrain Expressway to the south, and Loyola Avenue to the east (with the Loyola Avenue boundary including buildings located on both sides of the street). In addition, the NORMC area also encompasses the Louisiana Biomedical Research and Development Park which was established by an Act of the Louisiana Legislature in 1992, whose boundaries are Iberville Street to the north, South Galvez Street to the west, Perdido Street to the south, and Loyola Avenue to the east.

NORMC includes the following institutions among its members: Louisiana State University Medical Center, Tulane University Medical Center, Veterans Affairs Medical Center, Xavier University College of Pharmacy, and the Medical Center of Louisiana. According to information supplied by NORMC, prior to Hurricane Katrina, these member institutions handled more than 1.5 million patient visits each year and had produced more than 12,000 doctors since its inception.

Current Trends and Developments in the Neighborhood

Hurricane Katrina caused widespread flooding and wind damage throughout the neighborhood. The immediate area received roughly 4' to 5' of flood water which remained for over one week. Virtually every business and home in Mid-City was damaged, many severely. Now after 12½ years, recovery throughout Mid-City is complete. All businesses that existed prior to the storm along Tulane and Claiborne Avenues have either reopened, or have been replaced by other establishments. According to statistics compiled by the Greater New Orleans Community Data Center, as of September 2016 the resident population of Mid-City was above its pre-Katrina level, with a total of 20,001 households now receiving mail in zip code 70119, compared with 19,594 in July 2005.

The recovery of the medical community in the HEAL complex required the rebuilding of Charity Hospital/Medical School facilities from the ground up. Charity Hospital, a New Orleans institution for over 250 years, was forced to shut down following Katrina because of extensive damage. In April 2006, the LSU Medical Center of Louisiana at New Orleans leased 50,000 SF within the

Ochsner's Elmwood Medical Center on Clearview Parkway, and re-opened Charity's Level 1 trauma unit. The unit later moved to LSU Medical School's University Hospital at 2021 Perdido Street. As discussed in the Area-Regional Analysis section, Louisiana State University and the Veterans Administration have developed a \$2 billion medical complex in the ±70-acre tract bounded by South Claiborne and Tulane Avenues, and South Dorgenois and Canal Streets. The University Medical Center, which opened in 2015, is a replacement for the old Charity hospital (including its Level trauma unit) and functions as a teaching center in connection with the LSU Health Sciences Center. The new VA hospital, which is formally known as the New Orleans VA Medical Center, finally opened in November 2016. Both of these projects are seen by government officials at all levels as being the key to the long-term viability of the city.

Another integral component of the New Orleans Regional Medical Complex is Tulane Medical Center. Located at 1415 Tulane Avenue in the CBD, Tulane operates a full acute care and teaching hospital with over 500 accredited physicians. The center has fully rebuilt its patient base and student enrollment, and is now prospering.

The New Orleans BioInnovation Center at 1441 Canal Street was completed in 2011. This \$38 million, 65,000 SF business incubator features wet-lab space and other lab and office space that is leased by biotechnology companies with university relationships. It is expected to become a major component of the city's downtown biotechnology corridor. In its first year, the center secured 29 tenants, in turn creating more than 47 full-time jobs and 36 part-time jobs. The center's tenants have raised \$14 million in financing and \$2 million in grants for medical research.

In 2012, construction of the new Louisiana Cancer Research Center was completed. This is a \$102 million, 10-story, 175,000 SF facility located in the square of ground bounded by Tulane Avenue, S. Derbigny, Gravier and S. Roman Streets on. It is touted as a world class, state-of-the-art facility designed to make New Orleans' biomedical district competitive with that of other major centers, such as those in Houston and Birmingham. The LCRC is a consortium which includes LSU Health Sciences Center, Tulane University Health Sciences Center, Xavier University and Ochsner Health System. LCRC's primary focus is on promoting education and conducting research in the diagnosis, detection and treatment of cancer. The Center receives approximately \$10 million in annual funding from the State tobacco tax fund.

In 2014, LSUMC completed construction of its 4-story, 115,085 SF Human Development Center at 411 S. Prieur Street. The site fronts Tulane Avenue and encompasses both corners with S. Prieur and S. Johnson Streets (it is located directly across from the subject property on S. Johnson Street). Also constructed in the immediate area during 2014 is a new steam plant facility at the corner of S. Johnson and Gravier Streets. This plant was built to provide steam and chilled water services to facilities throughout the biomedical district.

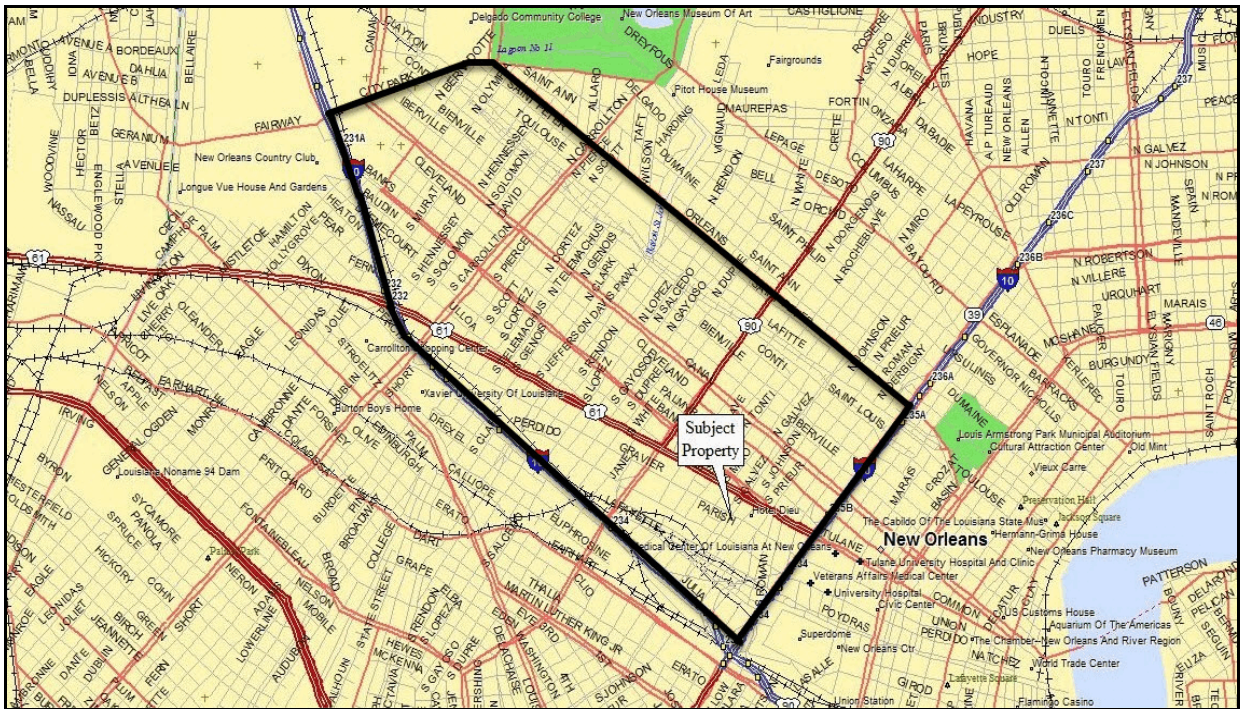
Another major land use event nearby, which is outside the confines of the neighborhood, but still close enough in proximity to have an impact, is Tom Benson's acquisition of the former Dominion Tower, New Orleans Centre Mall and parking garage. In a convoluted deal that involved the State of Louisiana and the New Orleans Saints football team, Benson purchased the storm damaged properties from their owner, California investor Judah Hertz, in September 2009. As part of the deal, the state committed to lease 60% of the office tower for 15 years. The Louisiana Stadium and Exposition District has since converted the former New Orleans Centre Mall for use as a sports and entertainment complex. The state also spent \$85 million renovating the Louisiana Superdome. In

return, Benson agreed to keep the Saints in New Orleans through at least 2025, and the state’s annual obligation to the Saints was reduced from \$17.5 million to \$6 million.

Conclusion of Neighborhood Analysis

The neighborhood, as well as the majority of the city of New Orleans, incurred extensive damage from Hurricane Katrina almost 13 years ago, but has since fully recovered. The population of Mid-City exceeds its pre-storm count. Properties throughout the neighborhood have, for the most part, been repaired and/or demolished and redeveloped. Businesses have reopened along the thoroughfares, and the majority are prospering. The LSU Health Sciences Center is again at capacity and growing. The new Louisiana Cancer Consortium Research Center opened its new 10-story, 175,000 SF, state-of-the-art facility at 1700 Tulane Avenue. LSUMC completed construction of its 4-story, 115,085 SF Human Development Center along Tulane Avenue directly across S. Johnson Street from the subject. The main obstacle the school now faces is potential funding cuts from the state. In spite of this, federal, state and local government are committed to the expansion and development of a major medical district in the city of New Orleans. The UMC project has already begun benefitting the neighborhood, as well as the entire region. The future outlook for the neighborhood and downtown New Orleans appears very positive.

NEIGHBORHOOD MAP



SITE ANALYSIS

Size/Configuration

The subject is a small interior parcel identified as **Lot 9** and improved with a two-family residence. The site is parallelogram in shape and measures 30' front on S. Galvez Street, over the same width in rear, by sideline depths of 100' between equal and parallel lines. Because of its angled configuration, the total site area is **2,952 SF**.

Topography

The subject is generally level and filled to slightly above the grade of the surrounding streets. The soil throughout most of this region is often composed partly of organic materials. This type of soil has a high shrink/swell potential and tends to subside, thereby making for poor construction foundations. Subterranean pilings are commonly needed. An engineer should be consulted as to the exact soil classification and its load bearing capacities.

Utilities

All typical municipal utilities are available at this location, including electricity, natural gas, water, telephone, sanitary sewerage, subsurface drainage and cable television/data lines.

Easements, Encroachments, Servitudes, Street Right-of-Ways

A current survey of the subject property was not available. Based on review of the legal description, the city parcel map and from the site visit performed by the appraiser on June 27, 2018, no adverse site conditions were readily evident. This appraisal assumes that the subject property is not adversely impacted by any easements, encroachments or other such encumbrances.

It is always advisable when purchasing or lending on real estate to obtain a complete title abstract by a professional title company, along with a current survey from a reputable local licensed surveyor. NO WARRANTY REGARDING ENCROACHMENTS, EASEMENTS, SERVITUDES OR PROPERTY TITLE IS EXPRESSED OR IMPLIED HERE.

Environmental Hazards

The appraiser was not furnished with a recent environmental report of the subject property. The appraiser's visual physical inspection of the property revealed no conspicuous existence of hazardous substances. Please note that this does not indicate that such substances are not present in this property, as the appraiser is not qualified to detect such substances. The presence of hydrocarbons or other potentially hazardous substance could be concealed underground and could affect the value of the property. The value estimate is predicated on the assumption that there are no such substances located within this property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover hazardous substances. The client is urged to retain an expert in this field, if desired. **This appraisal assumes that no environmental hazards exist within the subject property.**

F.E.M.A. Flood Zone

The FEMA Flood Zone Map Community No. 22071C0229F, effective as of 9/30/16, indicates the subject property is situated in **Flood Zone “AE.”** This denotes "a special flood hazard area inundated by 100-year flood." An elevation survey is recommended for a more precise flood determination.

Ingress/Egress and Overall Functional Adequacy

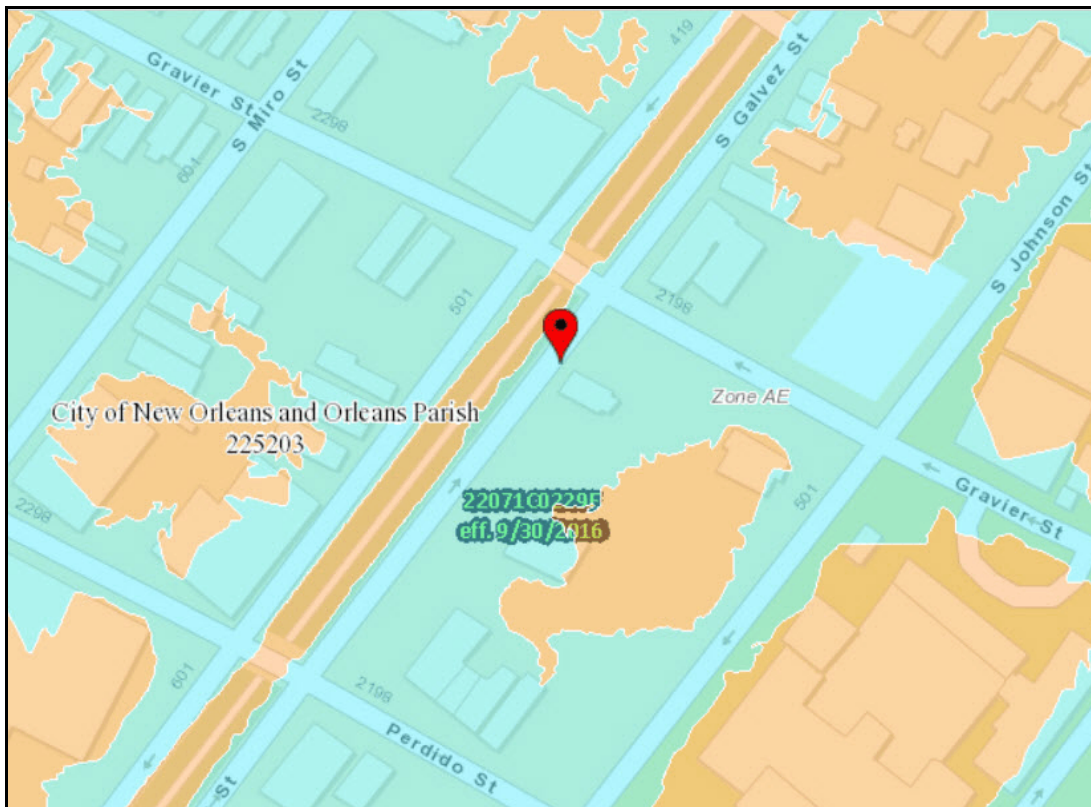
The subject parcel is readily accessible, being situated just outside the Central Business District near the I-10 Interstate/Pontchartrain Expressway system, South Claiborne Avenue and Tulane Avenue. Additionally, the site is mostly rectangular in shape and functional for a variety of potential development schemes.

Conclusion

The site is generally well located and functionally adequate for a variety of potential uses. This issue is addressed further in the forthcoming Highest and Best Use section.

An excerpt from the referenced FEMA flood zone map is presented below:

FEMA FLOOD ZONE MAP



ZONING

The Comprehensive Zoning Ordinance (CZO) for the City of New Orleans, Ordinance No. 30,637, officially adopted on October 24, 2014, assigns the zoning classification "**MS; Medical Services District**" to the appraised property. The ordinance reads as follows:

The MS Medical Service District is intended for local hospitals and medical service facilities of lower intensity than large medical campuses. The MS District is intended for hospitals, and hospital-related and support services that are generally integrated within and connected to adjacent areas of commercial and residential development.

Permitted uses in the MS District include: dormitories; existing single-family, **two-family** and multifamily dwellings; residential care facilities; auditoriums; catering kitchens; child or adult daycare centers (all sizes); hotel/motels; medical and dental clinics; motor vehicle operations facilities; offices; personal service establishments; recording studios; restaurants; retail goods establishments; helistops; research and development facilities; domestic protection shelters; government offices; hospitals, places of worship; parks & playgrounds; parking lots (principle); and various other uses directly permitted or permitted as conditional uses.

There is no minimum lot area in the MS District. Maximum building height is 100' when adjacent to non-residential districts. When adjacent to residential districts the maximum building height is the same as that of the residential district (can be 5' higher up to a maximum of 20' for every 3' structure is set back from the residential district line). Minimum yard requirements are 20' front and 10' for sides and rear. The minimum permeable open space ratio is 30%.

Offstreet parking requirements vary per use. Two-family residences require one space per unit. Two offstreet parking spaces are therefore required for the subject property.

Zoning Conformity

The subject's improvements were originally constructed over 100 years ago and therefore do not conform with current zoning regulations in regard to offstreet parking and setback requirements. The property is therefore technically a **legal non-conforming use**. If destroyed or left vacant for more than six months, the legal non-conforming use would elapse. This is very common throughout Mid-City and not detrimental in any way to the property's marketability.

ORLEANS GIS MAP EXCERPT

The image shows a GIS map excerpt with a property highlighted in red. Below the map is a data panel with two columns: PROPERTY INFORMATION and ZONING.

PROPERTY INFORMATION	ZONING
Site Address: 508 S Galvez St, LA	Zoning District: MS
First Owner Name: CLARK MICHAEL J	Zoning Description: Medical Service District
Mailing Address: 1228 SO LOPEZ STREET	
Mailing City: NEW ORLEANS	
Mailing State: LA	
Mailing Zip 5: 70125	

REAL ESTATE TAXES

Louisiana law requires that all real properties in the state be reassessed every four years at 10% of land and residential improvement value, and 15% of all other improvement value. The subject property is located within the First Municipal District of the City of New Orleans and is assessed follows:

Property Description	Tax Bill Addressee	Tax Bill No.	***Year Land	2018 Imprvs.	Assessment** Total	Implied Market Value
508 S Galvez St (Lot 9 or 25 S Galvez)	Clark, Michael J. 1228 S Lopez St New Orleans, LA	104104922	\$1,800	\$7,700	\$9,500	\$95,000

Taxes in Orleans Parish are paid in advance and thus only this year's millage rate is known at this time. The city-wide millage rate for 2018 was 154.08, which equals \$154.08 in taxes per \$1,000 of assessed property value. This includes the additional 6.96 mills approved by the City Council in January 2017 for fire protection and drainage. The subject's real estate tax burden for 2018 was therefore \$1,463.76.

According to the City Finance Office, total taxes and interest due as of 2/01/18 is: \$0.00

The current assessment implies a total market value basis of \$18,000 (\$6.10/SF) for the land and \$77,000 for the improvements, which is a total market value basis of \$95,000. This is well below the final value estimate concluded herein.

DESCRIPTION OF THE IMPROVEMENTS

Overview

The improvements consist of a ±110-year-old, one-story, raised wood-frame two-family dwelling that sustained heavy flood/wind damage on August 29, 2005, during Hurricane Katrina. Since then the property has undergone total restoration, which is completed. The subject is currently tenant-occupied and exhibits typical and normal wear. The overall condition of the improvements is average to good.

Construction Details

Year Built	±1908
No. Units	Two
No. Stories	One
Design/Style	Raised Shotgun Double- Typical
Gross Living Area	1803 SF
Room Count	10 Total / 4 Bedrooms / 2 Bathrooms
Structural/Foundation	Raised wood framing on brick/masonry piers
Roof	Pitched with seal-tab composition shingles. There are no gutters or downspouts.
Exterior Walls	Wood Siding
Windows	Double Hung Wood
Ceilings & Walls	Drywall (Predominant ceiling heights 12')
Floors	Wood
Kitchen Appliances (Realty)	Range (free-standing)
Air Conditioning	Central
Heating	Central
Fireplace	None
Parking	None
Site Improvements	Perimeter 4' chainlink fencing
Other Items	Front and rear steps, water heater sheds.

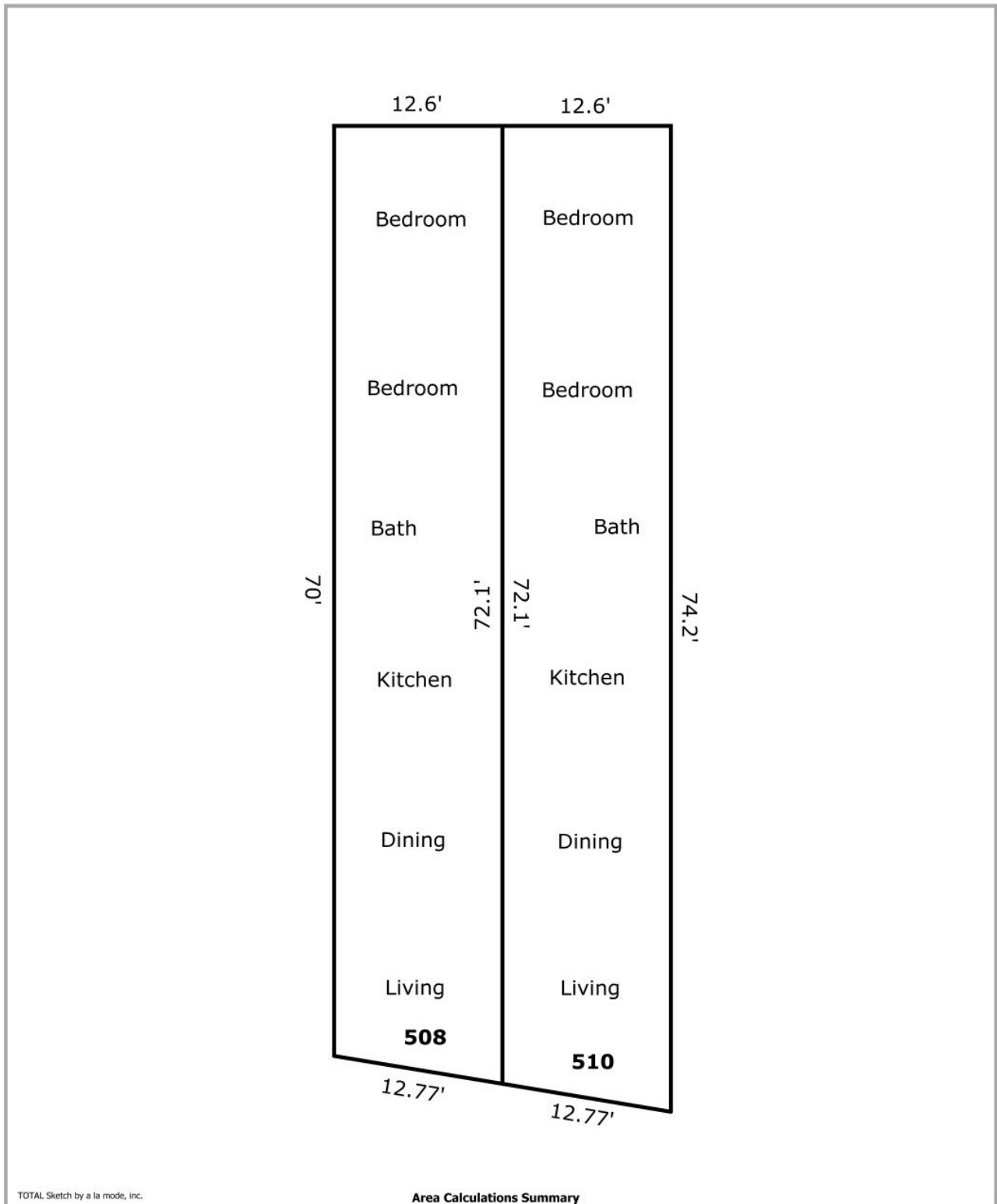
Observed Physical Condition/Effective Age

When inspected on 6/27/18, the improvements were generally found to be in overall average to good physical condition due to prior renovations and maintenance. The property is fully tenant-occupied.

The overall effective age of the improvements is estimated at ±12-13 years. Based on an anticipated useful life of ±50 years, total accumulated depreciation (from all sources) is approximately 25%. Remaining economic life is therefore near 37-38 years.

A building sketch prepared by the appraiser follows. Current photographs of the property are included as the first exhibit in the Addenda section of this report.

SKETCH OF THE IMPROVEMENTS



TOTAL Sketch by a la mode, Inc.

Area Calculations Summary

Living Area	Area	Calculation Details
510	921.69 Sq ft	$12.6 \times 72.1 = 908.46$ $0.5 \times 12.6 \times 2.1 = 13.23$
508	895.23 Sq ft	$12.6 \times 70 = 882$ $0.5 \times 12.6 \times 2.1 = 13.23$
Total Living Area (Rounded):	1817 Sq ft	

HIGHEST AND BEST USE

Definition of Highest and Best Use

Highest and Best Use is defined in *The Appraisal of Real Estate*, Thirteenth Edition, published in 2008 by the Appraisal Institute, on Page 278 as follows:

The reasonably probable and legal use of vacant land or an improved property that is legally permissible, physically possible, appropriately supported, financially feasible, and that results in the highest value.

Implicit in the preceding is that the following four criteria be met:

1. The use must be legally permissible - private restrictions (protective covenants), zoning regulations, building codes, and easements may restrict development of a site to a certain use;
2. The use must be physically suitable - physical characteristics, such as location, size, topography, soil and subsoil conditions, drainage and access can limit utilization;
3. The use must be economically feasible - there must be sufficient market demand for the proposed use;
- 4) The use must be maximally profitable - the income attainable from the proposed use must be sufficient to justify its costs and yield a greater return than other potential uses.

Size, location, neighborhood character and trend of development are pertinent to the highest and best use of a site. The uses permitted by zoning, deed restrictions and local building codes are also controlling factors. With many properties, the highest and best use of the site is the use permitted by zoning. However, the zoning ordinance could permit a use which is more intense than would be reasonable for the site, and there could be the possibility that the zoning could be changed to a higher or lower density, or for that matter, another type of use altogether.

While normally the legality and physical adaptability of a site is apparent, those uses which are financial feasible are a bit more complicated to ascertain. Furthermore, the most profitable use, i.e., the use which is maximally productive to the site, is often the most difficult part of the highest and best use determination.

There are typically two aspects to the highest and best use analysis; one for the site as though vacant and ready for development, the other pertaining to the property as currently improved.

Highest and Best Use as Vacant

The appraiser has considered the following factors in determining the highest and best use of the subject property as though vacant:

1. Permitted uses of the appraised property under MS, Medical Services District zoning classification;
2. The location of the appraised site in relation to existing land use patterns and trends in the immediate area of the LSU Health Sciences Center, the new UMC/VA Hospital Complex, and the recent surge in speculative land activity within the Tulane Avenue corridor, with particular attention being paid to the site's access, functional utility and visibility within the immediate area;
3. Existing and anticipated land use and traffic patterns in the immediate area, and;
4. The alternate uses currently available for the site and the financial feasibility of these uses.

The four criteria in highest and best use as defined above lists physical possibility, legal permissibility, financial feasibility, and maximally productive attributes of the site in determining the type and scope of development. In terms of its physical features, the subject is a small interior lot measuring 30' front/width along S. Galvez Street, by 100' depth, with total site area of 2,952 SF. This is a typical Mid-City lot with access to all public utilities and city services requisite for development.

Legal permissibility is governed by the City of New Orleans, which in this case has zoned the subject MS, Medical Services District. As discussed, MS zoning was created for locations near major medical facilities. It allows existing residential uses, hospitals and medical clinics, and a variety of supporting commercial uses. The subject's existing zoning status is considered appropriate and not overly burdensome or an impediment to its potential development.

Over the past ±40 years the State of Louisiana has gradually acquired properties throughout the immediate area for development and expansion of the LSU Medical School complex. The state currently owns the vast majority of the land in 15 squares of ground in that area bounded by Tulane and S. Claiborne Avenues, Poydras Street and S. Galvez Street. The exceptions are the St. Joseph Church in Square 439, and a small number of privately owned parcels along S. Claiborne Avenue, Poydras, S. Galvez and Perdido Streets.

Ever since ground was broken on the UMC and VA Medical Centers, the Tulane Avenue corridor has been in a state of transition and revitalization. The City of New Orleans recently completed an \$11 million "streetscape" renovation of Tulane Avenue, with newly paved surface, expanded neutral grounds, and the addition of new turning lanes and a bike lane. In September 2012, Campus Federal Credit Union purchased the 39,955 SF vacant site at the southwest corner of Tulane and S. Galvez in Square 527 (2200 Tulane Avenue) for \$1,500,000, or \$37.54/SF. The site is irregularly shaped with minor frontages on Gravier and S. Miro Streets. Campus Federal constructed a new banking facility on the property.

On 4/11/16 and 5/23/16, New York-based Feil Corporation acquired the majority of Square 577 (bounded by Tulane, S. Rocheblave, S. Dorgenois & Banks) for development of a mixed use retail/apartment complex. The purchase involved the old Dixie Brewery facility, Pepsi Cola warehouse and several other smaller sites, collectively totaling 82,603 SF, or 1.9 acres. The total acquisition price of the assemblage was \$6,813,138, or \$82.48/SF (before demolition).

On 5/18/16, Frischhertz Development Group bought the former Capri Motel at 2424 Tulane Avenue for \$3,300,000 for redevelopment into a 200-unit residential apartment complex. The site is bounded by Tulane, S. Rocheblave, S. Tonti & Bradish Streets and contains approximately 39,270 SF, thus indicating a unit price of \$84/SF for the land before demolition.

On 5/02/17, Bahram Khoobehi purchased the former Le Petit Motel at 2836 Tulane Avenue for \$800,000, or \$81.88/SF land (before demolition). The site encompasses both corners of Tulane Avenue at S. Dupre Street in Squares 626 & 613. Khoobehi already owned an adjoining 32,579 SF site in Square 613 which he bought in 2015 for \$1,060,000 (\$32.54/SF). His total basis in the assembled site is \$1,860,000, or \$43.92/SF before demolition. A mix-used retail/office development with 68 off-street parking spaces is planned for this property.

All of the preceding spawned speculative interest in Square 519, the adjacent square of ground bounded by Tulane Avenue, S. Johnson, Gravier and S. Galvez Streets. Between 2014 and 2016, a total of 10 acquisitions by various individual investors took place. The highest sale was that of 2132 Tulane Avenue (corner of S. Galvez Street), an 11,975 SF site improved with a 6-year-old, 1,550 SF GBA free-standing restaurant building. It sold for \$1,000,000 on 6/21/16, and was later leased for \$5,300/month to a local restaurant operator. The other nine sales involved land speculators, some of whom appear to have been attempting to assemble the square for a large-scale development. In some cases very aggressive prices were paid. For example, the property at 2129-31 Gravier Street (corner of S. Galvez), a 10,146 SF site improved with an old, dilapidated warehouse, was purchased in March 2016 by Kathryn Reed and Larry V. Jackson, Jr. for \$600,000 with the seller carrying a \$500,000 note. The buyers ultimately defaulted, and following its foreclosure, the State of Louisiana purchased the site in December 2017 for \$445,000. In June 2018, the State of Louisiana closed on the purchase of 417 & 435 S. Johnson Street, a 20,125 SF site improved with a 5,248 SF GBA two-story office building and a 4,400 SF heavily depreciated building in need of demolition. The state paid \$970,000 for this property, or \$48.20/SF land. Also in June 2018, a seizure notice was filed on five properties purchased in 2016 by Phillip Reed (Kathryn's husband). These five properties collectively have total land area of 20,125 SF. It is known that the state is attempting to acquire these properties ahead of the pending foreclosure.

The dynamics of Square 519 have changed significantly, now that the State of Louisiana owns 30,271 SF, or about 25% of the square. If successful in acquiring the Reed properties, the state would then own 50,396 SF, or nearly 42% of the land in Square 519. This would eliminate any possibility of a large-scale assemblage. Even without the Reed properties, any major redevelopment would be complicated by the state's control of the S. Johnson Street parcel.

The subject's Square 518 is different from Square 519. It does not front Tulane Avenue, and therefore never had potential for high-density developments such as hotels, retail stores, etc. Including the subject, there are five privately owned properties in Square 518 which, together, total approximately 25, 850 SF, or $\pm 20\%$ of the land area. The State of Louisiana owns the remaining

80%. Aside from the subject, the only other improvement in Square 518 is the state’s steam plant facility at the corner of S. Johnson and Gravier Streets which it constructed in 2014. This plant was built to provide steam and chilled water services to facilities throughout the biomedical district.

The state’s intention to acquire all remaining privately owned properties within Square 518, and all others in the target area described previously, is publically known and accepted. As such, all properties in this location possess a certain speculative element not found in any of the properties outside the state’s target area. Furthermore, any development of the subject lot in its own right would be difficult, as it would be subject to 20' front yard, 10' side yard and 10' rear yard setback requirements. A variance may be possible, but it is not assured.

Based on all of the preceding discourse, it is concluded that **the highest and best use of the subject property, as though vacant, is speculative holding for future assemblage and redevelopment of the entire square into a medical oriented facility. Surface level parking (in conjunction with adjoining parcels) is a viable interim use.**

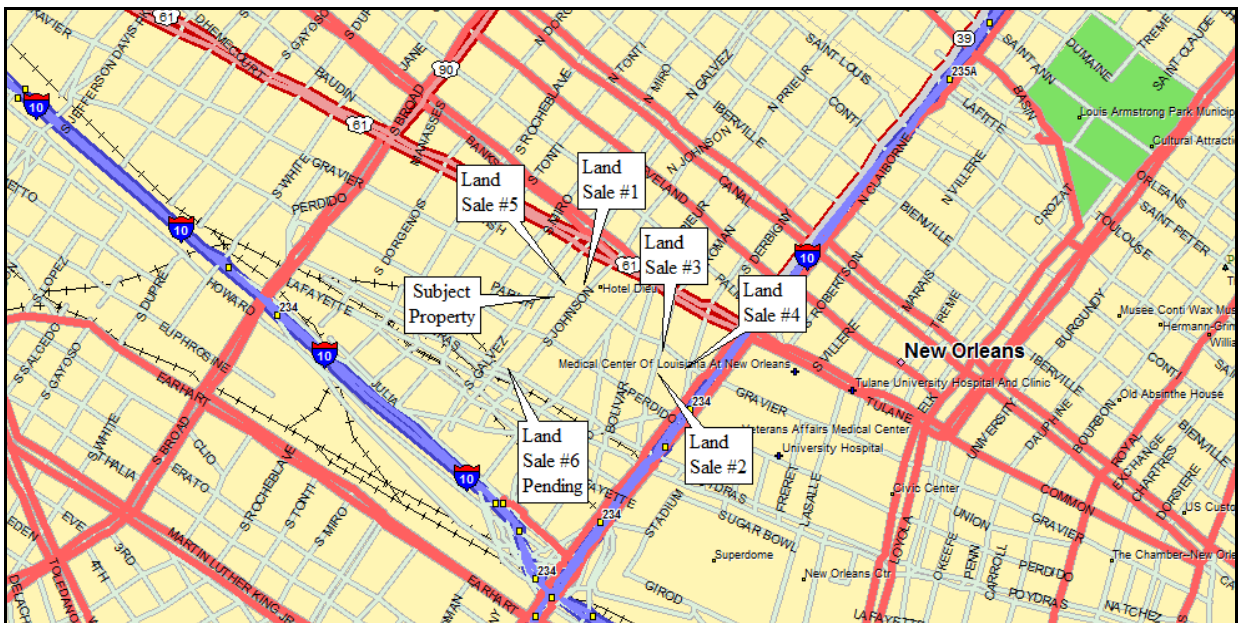
Highest and Best Use as Improved

The highest and best use of the existing improvements can be determined by utilizing the "marginal dollar" concept. This principle suggests that the subject site is developed to its highest and best use as long as the existing improvements contribute at least one additional dollar of value over the land value of the subject site as if unimproved.

The following comparable land sales were reviewed in determining the current market value of the subject’s underlying land:

COMPARABLE LAND SALES							
Sale No.	Location	Sale Date	Recorded	Sale Price	Size (SF)	Zoning	Price/SF
1	437 S. Johnson Street (Lot 21, Sq. 519, First District)	03/06/16	16-09504	\$180,000	4,025	MS & HU-B1A	\$44.72
2	526 S. Roman Street (Lot 27, Sq. 440, First District)	08/31/16	16-38735	\$95,000 ¹	3,594	MS & HU-B1A	\$26.43
3	1828 Gravier Street (Front Pt. of Lot 24, Sq. 440, First District)	03/15/17	17-10565	\$55,000	1,902	MS & HU-B1A	\$28.92
4	1800-02 Gravier Street (Lot 17, Square 440, First District)	04/13/17	17-18362	\$94,000 ²	2,511	MS & HU-B1A	\$37.44
5	2129-31 Gravier Street (Lots 7, 8 & Pts 6 & 7, Sq. 519, First District)	12/19/17	18-00381	\$445,000	10,146	MS & HU-B1A	\$43.86
6	2129 Poydras Street (Lot 7 or 25, Square 517, First District)	Pending	Pending	\$175,000	3,907	MS	\$44.79
Subj	508-10 S. Galvez Street (Lot 9, Square 518)	06/27/18 (Value)	—	—	2,952	MS	—

1. Recorded price of \$187,000, less \$92,000 allocated to ±68-year-old, 2,824 SF flood damaged building
2. Recorded price of \$310,000, less \$216,00 allocated to ±65-year-old, 1,519 SF renovated restaurant building



Land Sale #1, which sold for \$44.72/SF, is the only comparable presented in the chart not purchased by the State of Louisiana. It was purchased speculatively by Phillip Reed with the ultimate goal of assembling it with other parcels within Square 519.

Land Sales #2, #3 and #4, which sold for \$26.43, \$28.92 & \$37.44 per SF, respectively, are all located four blocks east of the subject in Square 440. This location is more similar to the subject's, as it does not front a major thoroughfare and is on the periphery of the LSU Health Science Center campus. Two of these acquisitions involve buildings for which contributory value allocations are ascribed.

Land Sale #5, which sold for \$43.86/SF, is the most recent closed transaction. It is a 10,146 SF parcel forming the corner of S. Galvez and Gravier Streets. It was improved with an old warehouse which was in very poor condition and contributed no value when sold.

Land Sale #6 is the pending acquisition by the state of a 33.1' x 120' interior site fronting Poydras Street, just off S. Galvez. It is currently improved with an old, ±1,400 SF concrete block warehouse which contributes no significant value. The contract price is reported to be \$175,000, or \$44.79/SF of land.

After considering all aspects of the subject property in the context of the comparable data analyzed, a market value estimate of approximately **\$40.00 per SF** appears best supported for the subject **as though vacant**. A rounded value estimate of **\$120,000 (\$40.65/SF)** is reconciled.

The forthcoming Sales Comparison Approach will clearly demonstrate that the subject is worth significantly more than \$120,000 for continued use as a residential duplex. With the removal of over 300 residential properties in the footprints of the UMC and VA Medical Centers, along with numerous other revitalization projects nearby, there is a growing shortage of affordable housing close to downtown New Orleans. The subject is well suited for this purpose, at least in the near term. Accordingly, **the highest and best use of the subject property, as improved, is continued use as a residential duplex.**

VALUATION AS IMPROVED - SALES COMPARISON APPROACH

This approach to value is a procedure wherein direct comparison of the subject is made with similar properties that have recently sold in the general area. The analysis is based upon the Principle of Substitution in that a prudent buyer will usually not pay more for a given property than it would cost to buy an existing comparable substitute of equal desirability and utility.

There are several units of comparison that can be obtained from improved market sales. The Price Per Square Foot of Gross Building Area (Price/SF) is a simple technique calculated by dividing the sale price by the gross building area. The accuracy of this method can be affected by variances in land values, land-to-building ratios, and numerous other conditions within each property, such as age, condition, construction quality, ancillary site improvements, deferred maintenance, as well as the basic dissimilarities between the properties.

The most common and preferred technique when utilizing the Sales Comparison Approach for small residential properties is the application of whole dollar adjustments. In this instance, the sale price of each comparable is adjusted for differences in the various elements of comparison, such as date of sale, conditions of sale, living area, site size, room count, physical condition, quality, garages, carports and all other relevant differences in amenities. This method has been used in this appraisal.

The appraiser has researched the subject's immediate market area for recent sales of similar residential properties. In the selection of these sales an effort was made to find houses similar in size, age, physical condition and overall amenities. A number of improved comparable sales were discovered and are presented on the following pages for direct comparison with the subject property. Please note that the sales shown were culled from a much larger group of data. Those presented directly in this report are considered to be the most relevant market data currently in existence for valuing the subject property. In addition to the comparables shown, numerous other sales and active competitive listings were reviewed during the course of this study.

The factual details of the improved comparable sales are presented in grid format on the two following pages. Specific adjustments for the perceived differences between the subject and each sale are made in the grids in arriving at an indicated value for the subject property. A narrative discussion explaining the adjustment process is then given, and a final market value estimate for the subject is reconciled.

IMPROVED COMPARABLE SALES ADJUSTMENT GRID

(Comparable Sales #1 - #3)

FEATURE	SUBJECT	COMPARABLE SALE # 1			COMPARABLE SALE # 2			COMPARABLE SALE # 3		
Address	508-10 S Galvez St New Orleans, LA 70119	313-15 N Rocheblave St New Orleans, LA 70119			2520-22 Bienville St New Orleans, LA 70119			2317-19 Gravier St New Orleans, LA 70119		
Proximity to Subject		0.60 miles N			0.56 miles N			0.12 miles NW		
Sale Price	\$	\$ 295,000			\$ 295,000			\$ 195,000		
Sale Price/Gross Bldg. Area	\$ sq.ft.	\$ 129.05 sq.ft.			\$ 147.50 sq.ft.			\$ 125.81 sq.ft.		
Gross Monthly Rent	\$ 1,975	\$ 2,420m			\$ 2,400e			\$ 1,864m		
Gross Rent Multiplier		121.90			122.92			104.61		
Price per Unit	\$	\$ 147,500			\$ 147,500			\$ 97,500		
Price per Room	\$	\$ 26,818			\$ 29,500			\$ 24,375		
Price per Bedroom	\$	\$ 42,143			\$ 49,167			\$ 48,750		
Rent Control	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Data Source(s)		GSREIN#2130037;DOM 149			GSREIN#2138062;DOM 15			GSREIN#2137517;DOM 13		
Verification Source(s)		Deedfax;List \$299,900			Deedfax;List \$294,000			Deedfax;List \$215,000		
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION		+(-) Adjustment	DESCRIPTION		+(-) Adjustment	DESCRIPTION		+(-) Adjustment
Sale or Financing		Arms Length			Arms Length			Arms Length		
Concessions		FHA;0		0	CNV;300		-300	CNV;3275		0
Date of Sale/Time		05/30/2018			03/28/2018			03/16/2018		
Location	Average	Superior		-10,000	Superior		-10,000	Inferior		+20,000
Leasehold/Fee Simple	Fee Simple	Equal			Equal			Equal		
Site	2952 sf	4080		-2,260	4185		-2,470	3600		-1,300
View	Typical	Equal			Equal			Equal		
Design (Style)	1 S Duplex	1 S Duplex			1 S Duplex			1 S Duplex		
Quality of Construction	Average	Superior		-10,000	Superior		-10,000	Equal		
Actual Age	~110	~110			~110			~110		
Condition	Avg/Good	Superior		-10,000	Superior		-10,000	Equal		
Gross Building Area	1,817	2,286		-23,450	2,000		-9,150	1,550		+13,350
Unit Breakdown	Total Bdrms Baths	Total Bdrms Baths			Total Bdrms Baths			Total Bdrms Baths		
Unit # 1	5 2 1.0	5 3 1.0			5 3 1.0			4 2 1.0		
Unit # 2	5 2 1.0	6 4 2.0		-2,000	5 3 1.0			4 2 1.0		
Unit # 3										
Unit # 4										
Basement Description		None			None			None		
Basement Finished Rooms	None	None			None			None		
Functional Utility	Typical	Equal			Equal			Equal		
Heating/Cooling	Cent/Cent	Cent/Cent			Cent/Cent			Cent/Cent		
Energy Efficient Items	Typical	Equal			Equal			Equal		
Parking On/Off Site	None	None			None			None		
Porch/Patio/Deck	None	Equal			Equal			Equal		
Other Items	Typical	Equal			Equal			Equal		
Net Adjustment (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> -		\$ -57,710	<input type="checkbox"/> + <input checked="" type="checkbox"/> -		\$ -41,920	<input checked="" type="checkbox"/> + <input type="checkbox"/> -		\$ 32,050
Adjusted Sale Price of Comparables		Net Adj. 19.6 %			Net Adj. 14.2 %			Net Adj. 16.4 %		
		Gross Adj. 19.6 %		\$ 237,290	Gross Adj. 14.2 %		\$ 253,080	Gross Adj. 17.8 %		\$ 227,050
Adjusted Price Per Unit (Adj. SP Comp / # of Comp Units)		\$ 118,645			\$ 126,540			\$ 113,525		
Adjusted Price Per Room (Adj. SP Comp / # of Comp Rooms)		\$ 21,572			\$ 25,308			\$ 28,381		
Adjusted Price Per Bedrm (Adj. SP Comp / # of Comp Bedrooms)		\$ 33,899			\$ 42,180			\$ 56,763		

SALES COMPARISON APPROACH

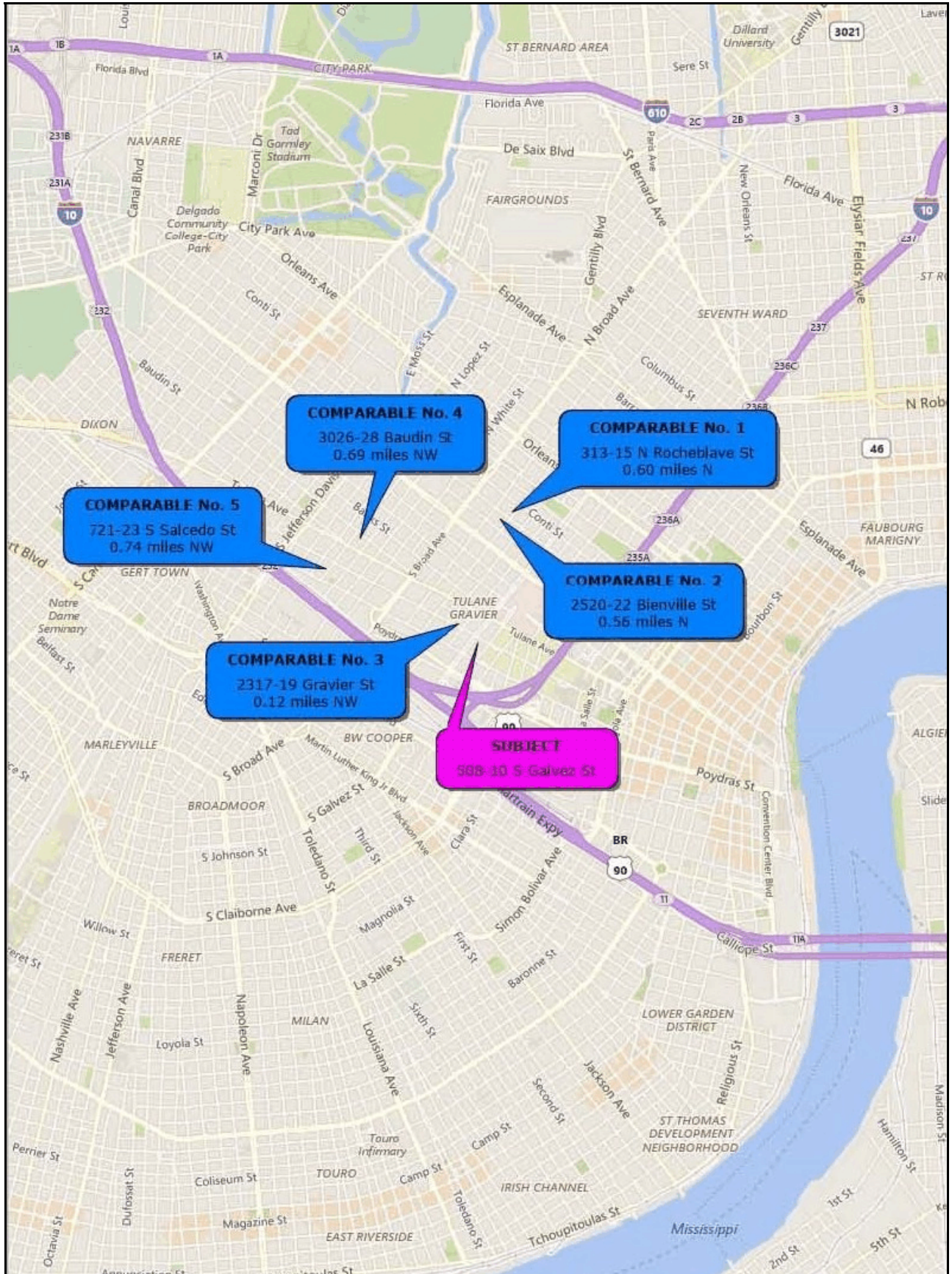
IMPROVED COMPARABLE SALES ADJUSTMENT GRID

(Comparable Sales #4 - #5)

FEATURE		SUBJECT			COMPARABLE SALE # 4			COMPARABLE SALE # 5			COMPARABLE SALE # 6					
Address		508-10 S Galvez St New Orleans, LA 70119			3026-28 Baudin St New Orleans, LA 70119			721-23 S Salcedo St New Orleans, LA 70119								
Proximity to Subject					0.69 miles NW			0.74 miles NW								
Sale Price		\$			\$ 280,000			\$ 252,500			\$					
Sale Price/Gross Bldg. Area		\$ sq.ft.			\$ 152.51 sq.ft.			\$ 143.79 sq.ft.			\$ sq.ft.					
Gross Monthly Rent		\$ 1,975			\$ 1,900e			\$ 2,300m			\$					
Gross Rent Multiplier					147.37			109.78								
Price per Unit		\$			\$ 140,000			\$ 126,250			\$					
Price per Room		\$			\$ 35,000			\$ 28,056			\$					
Price per Bedroom		\$			\$ 70,000			\$ 50,500			\$					
Rent Control		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No					
Data Source(s)					GSREIN#2107061;DOM 31			GSREIN#2135478;DOM 3								
Verification Source(s)					Deedfax;List \$285,000			Deedfax;List \$265,000								
VALUE ADJUSTMENTS		DESCRIPTION			DESCRIPTION			+(-) Adjustment			DESCRIPTION			+(-) Adjustment		
Sale or Financing					Arms Length						Arms Length					
Concessions					CNV;8400			-8,400			CNV;3500			-3,500		
Date of Sale/Time					07/28/2017						01/19/2018					
Location		Average			Equal						Equal					
Leasehold/Fee Simple		Fee Simple			Equal						Equal					
Site		2952 sf			3780			-1,660			3060			-220		
View		Typical			Equal						Equal					
Design (Style)		1 S Duplex			1 S Duplex						1 S Duplex					
Quality of Construction		Average			Superior			-10,000			Equal					
Actual Age		~110			~100						~110					
Condition		Avg/Good			Superior			-10,000			Equal					
Gross Building Area		1,817			1,836			-950			1,756			+3,050		
Unit Breakdown		Total	Bdrms	Baths	Total	Bdrms	Baths		Total	Bdrms	Baths		Total	Bdrms	Baths	
Unit # 1		5	2	1.0	4	2	1.0		4	2	1.0					
Unit # 2		5	2	1.0	4	2	1.0		5	3	1.0					
Unit # 3																
Unit # 4																
Basement Description																
Basement Finished Rooms		None			None						None					
Functional Utility		Typical			Equal						Equal					
Heating/Cooling		Cent/Cent			Cent/Cent						Cent/Cent					
Energy Efficient Items		Typical			Equal						Equal					
Parking On/Off Site		None			Drive			-2,000			None					
Porch/Patio/Deck		None			Porch			-1,000			None					
Other Items		Typical			Superior			-1,000			Equal					
Net Adjustment (Total)					<input type="checkbox"/> + <input checked="" type="checkbox"/> -			\$ -35,010			<input type="checkbox"/> + <input checked="" type="checkbox"/> -			\$ -670		
Adjusted Sale Price of Comparables					Net Adj. 12.5 %						Net Adj. 0.3 %					
					Gross Adj. 12.5 %			\$ 244,990			Gross Adj. 2.7 %			\$ 251,830		
Adjusted Price Per Unit (Adj. SP Comp / # of Comp Units)		\$			122,495						\$			125,915		
Adjusted Price Per Room (Adj. SP Comp / # of Comp Rooms)		\$			30,624						\$			27,981		
Adjusted Price Per Bedrm (Adj. SP Comp / # of Comp Bedrooms)		\$			61,248						\$			50,366		

SALES COMPARISON APPROACH

IMPROVED COMPARABLE SALES MAP



Discussion of the Improved Property Valuation Adjustments

Conditions of Sale – All comparable sales were financed by either FHA or conventional third-party institutional loans at typical market terms. Seller concessions (i.e., buyer closing costs paid by the seller) are noted for Sales #2, #4 & #5 and are deducted from the sale price of each. A \$3,275 repair allowance was given by Sale #3's seller; however, it is not deducted from the sale price because the subject property does not need any immediate repairs.

Market Conditions (Time) – The oldest of the comparable sales dates back to July 2017, or about one year ago. Although there is no definitive empirical data supporting significant changes in property values during this period, it is reasonable to assume that over time property values in Mid-City are at least trending upward with the overall national inflation rate. Thus, while specific time adjustments are not applied directly to the sales, the potential for price appreciation is considered and reflected in the final value estimate reconciled herein.

Location – The subject's specific location is unique in that it is an MS (Medical) zoned site within the targeted purchasing area of the LSU Medical School Complex. It therefore has a speculative aspect to it not shared by any of the comparable sales. **Sales #1** and **#2** are above Canal Street close to the Lafitte Greenway. This is a high-demand area which commands higher prices and rental rates than those near the subject. Downward location adjustments are therefore applied to these sales. **Sale #3** is only two blocks from the subject, but across S. Galvez Street and outside LSU's long-range targeted footprint area with no speculative possibility of a buyout for assemblage. It also backs up to an industrial storage yard. For these reasons, a substantial upward adjustment is applied. **Sales #4** and **#5** are situated in more stable rental locations within Mid-City, though not as desirable as the location of Sales #1 and #2. No adjustment is therefore made to Sales #4 and #5 for location.

Site Size – Although there is an owner-user element present, two-family houses are mostly purchased for investment purposes. In these instances, site size becomes a secondary concern, as a larger lot typically does not translate into higher rent. Accordingly, the adjustment for differences in site size are minimized at \$2.00 per SF.

Quality and Condition – **Sales #1, #2** and **#4** are notably superior to the subject in overall quality and condition. Superior features cited by the listing agents include hardwood floors, stone countertops, higher quality millwork, etc. Downward adjustments for both quality and condition are applied to each of these sales.

Gross Living Area – When removing the approximate land value from each of the five comparable sales, the "net" price per SF GLA ranges from approximately \$84 to just over \$103 per SF. Inherent in these figures are the contributory value of the kitchens, bathrooms, etc. For this reason, there are diminishing returns associated with variances in living area, assuming all other variables are essentially equal. It is concluded that approximately half of the "net" price/SF range, or say **\$50.00 per SF**, is a reasonable and realistic adjustment basis for variances in gross living area.

Bathrooms – The subject and all sales but **Sale #1** have two full bathrooms (one per unit). **Sale #1** has one additional bathroom (3 total). It is therefore adjusted downward by **\$2,000**.

Other Items/Amenities – **Sale #4** has a single-car concrete driveway. It also included four built-in security cameras with monitoring system, a surround sound system and a jacuzzi tub. Downward adjustments are therefore made for this items.

Reconciliation and Final Value Estimate

Adjusted, the five improved comparable sales indicate a range in whole property value from \$227,050 to \$253,080, with a mean indicator of \$242,848. Sale #2, which produces the highest adjusted indicator, is a newly updated, good quality home located two blocks from the Lafitte Greenway and one block from Whole Foods. The lowest indicator stems from Sale #3, which is only two blocks from the subject across S. Galvez Street on Gravier. This is a smaller house in an inferior specific location. Nonetheless, it is similar to the subject in overall quality/condition and therefore, must be given some credence.

After considering all aspects of the subject property, particularly its specific location within the targeted footprint of the LSU Medical School Complex, and in view of existing market conditions as of the effective appraisal date, it is the appraiser's opinion that the market value of the fee simple interest in the subject property, "**As Is,**" was approximately: **\$240,000** (\$132.09/SF GLA).

ESTIMATE OF EXPOSURE AND MARKETING TIME

According to Statement on Appraisal Standards No. 6 (SMT-6), authorized by the by-laws of The Appraisal Foundation, **Exposure Time** is defined as follows:

The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market.

Exposure Time is always presumed to precede the effective date of the appraisal.

Exposure time differs from **Marketing Time**, which is defined as:

The amount of time it might take to sell a property interest in real estate at the estimated market value level during the period immediately after the effective date of an appraisal.

The reasonable marketing time is a function of price, time, use, and anticipated market conditions.

Based on analysis of the marketing histories of the comparable sale data, and from discussions with brokers, other appraisers and local real estate market participants, **Exposure Time and Marketing Time for the subject property are both estimated at within three (3) months.**

ADDENDA SECTION

PHOTOGRAPHIC VIEWS OF SUBJECT



1. Front view of subject property as seen from S. Galvez Street.



2. Rear view of property as seen from the southeastern corner of the lot.

PHOTOGRAPHIC VIEWS OF SUBJECT



3. Street scene looking northward on S. Galvez Street with subject partly visible on right.



4. View looking southward on S. Galvez Street with subject property again visible on left.

PHOTOGRAPHIC VIEWS OF SUBJECT



5. Living room in Unit #508.



6. Kitchen in Unit #508.

PHOTOGRAPHIC VIEWS OF SUBJECT



7. Typical bedroom.



8. Typical bathroom.

LEGAL DESCRIPTION OF SUBJECT PROPERTY

(Source: Recorded in N.A. #2003-04194, Orleans Parish Notarial Archives)

ONE CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon and all 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. 518, bounded by Galvez, Gravier, Johnson and Perdido Streets, designated by the No. 9 on a plan by L. Reisenstein dated March 5, 1867 and deposited in the office of W.J. Castelle, N.P. and according to which, said lot measures 30 feet front on Galvez Street, by a depth of 100 feet between equal and parallel lines.

Improvements bear the Municipal Nos. 508-510 Galvez Street.

Being one of the same properties acquired by Clair Hennessey wife of/and Charles Hilton Wolff from Grace Jones wife of/and Allen H. Borne by act of Cash Sale dated November 23, 1976 before Robert S. Taylerson, Notary Public, registered in C.O.B. 741 folio 332.

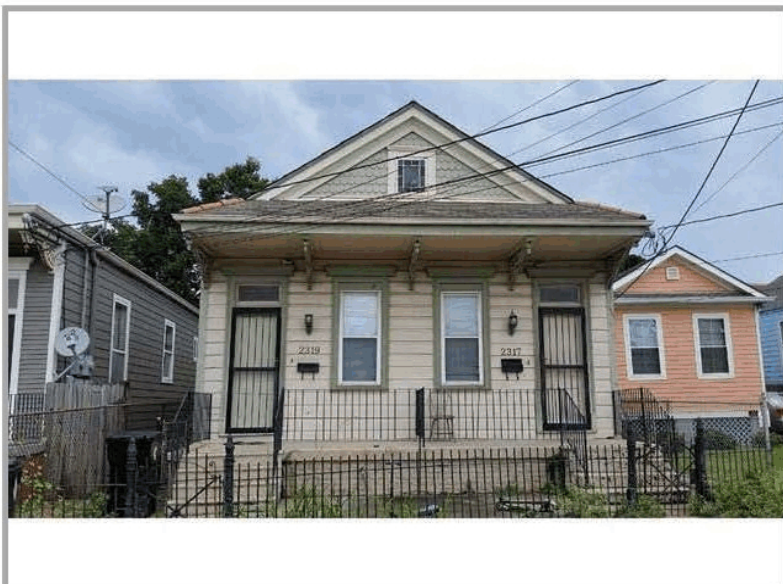
PHOTOGRAPHS OF THE IMPROVED COMPARABLE SALES



Comparable 1
313-15 N Rocheblave St



Comparable 2
2520-22 Bienville St



Comparable 3
2317-19 Gravier St

PHOTOGRAPHS OF THE IMPROVED COMPARABLE SALES



Comparable 4
3026-28 Baudin St



Comparable 5
721-23 S Salcedo St

PROFESSIONAL QUALIFICATIONS OF BRADLEY D. BIRD, MAI, SRA

EDUCATION:

Marion Abramson Senior High School, New Orleans, 1978
B.S. Degree in Finance, University of New Orleans, 1984

PROFESSIONAL DESIGNATIONS/CERTIFICATIONS/POSITIONS:

MAI Designation - Appraisal Institute, Certificate No. 8527
SRA Designation (Senior Residential Appraiser) - Appraisal Institute
Louisiana General Real Estate Appraiser License No. G0478
Louisiana Chapter Regional Representative, Region IX, Appraisal Institute, 2002-2009

REAL ESTATE COURSES COMPLETED:

Principles of Real Estate - University of New Orleans
Residential Property Valuation - University of New Orleans
Income Property Analysis - University of New Orleans
Course 101 - Society of Real Estate Appraisers
Course 102 - Society of Real Estate Appraisers
Capitalization Theory & Techniques (A) - American Institute of Real Estate Appraisers
Capitalization Theory & Techniques (B) - American Institute of Real Estate Appraisers
Case Studies in Real Estate - American Institute of Real Estate Appraisers
Valuation Analysis and Report Writing - American Institute of Real Estate Appraisers
Standards of Professional Practice, Part A, B & C - Appraisal Institute
Real Estate Appraisal Principles - American Institute of Real Estate Appraisers
Basic Valuation Procedures - American Institute of Real Estate Appraisers

QUALIFIED AS AN EXPERT WITNESS IN THE FOLLOWING JURISDICTIONS:

Orleans Parish Civil District Court, Louisiana
Lafourche Parish 17th Judicial District Court, Louisiana
United States Bankruptcy Court, Eastern District of Louisiana

RECENT CONTINUING EDUCATION SEMINARS/COURSES:

Strategizing to Rebuild New Orleans - University of New Orleans, 03/07
Uniform Standards of Professional Appraisal Practice 2007 Update - L.R.E.C., 10/07
The Crescent City At Its Turning Point - Economic Outlook & R.E. Forecast - UNO/Latter & Blum, 4/08
Analyzing Distressed Real Estate - Appraisal Institute, 09/08
Spotlight on USPAP: Hypothetical Conditions & Extraordinary Assumptions - Appraisal Institute, 09/08
Condemnation Appraising: Principles & Applications - Appraisal Institute, 05/09
Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book) - Appraisal Institute, 12/09
Economic Outlook & Real Estate Forecast: Speed Bumps on the Road to Recovery - UNO, 4/10
Residential Appraisal Update: Staying Competent in a New Decade - Appraisal Institute, 1/11
Appraising Convenience Stores - Appraisal Institute Online Education, 12/11
Fundamentals of Separating Real, Personal Property and Intangible Business Assets, Appraisal Institute, 03/12
Marketability Studies: Six-Step Process & Basic Applications, Appraisal Institute, 11/12
Advanced Spreadsheet Modeling for Valuation Applications - Appraisal Institute, 08/13
Business Practices & Ethics - Appraisal Institute, 12/14
2015 Economic Outlook & Real Estate Market Forecast - University of New Orleans, 05/15
Contract Rent or Effective Rent: Finding the Real Rent - Appraisal Institute, 04/16
Uniform Standards of Professional Appraisal Practice 2016-17 - Appraisal Foundation, 04/16
What's Up in Technology - Appraisal Institute, 10/16
2017 Economic Outlook & Real Estate Market Forecast - University of New Orleans, 05/17
Uniform Appraisal Standards for Federal Land Acquisitions: Practical Applications, Appraisal Institute 05/17
2017 Northshore Economic Outlook & Real Estate Market Forecast - University of New Orleans, 6/17
Understanding Wetlands - Appraisal Institute, 09/17
Economic and Real Estate Symposium - Loyola University, 10/17
Oil/Gas Land Basics & Related Surface Rights Issues - IRWA, 12/17
2018 Economic Outlook & Real Estate Market Forecast - University of New Orleans, 04/18

APPRAISAL EXPERIENCE:

Mar.'81 - Dec.'84 Commercial and residential field and appraisal work for various local appraisers

Jan.'85 - Present Independent fee appraiser/consultant d/b/a Bird & Associates (a sole proprietorship). Presently engaged in the appraisal and analysis of all types of real estate for mortgage financing, sales/acquisitions, estates and successions, state and federal right-of-way/acquisition projects, lease renewals, highest & best use determinations, property partitions, partial interest valuations and property value disputes.

PARTIAL LIST OF CLIENTS SERVED:

AFC Enterprises, Atlanta, GA
Albert F. Widmer, Jr., Attorney at Law
American Bank & Trust, New Orleans, LA
American General Insurance Company
American Savings and Loan-Stockton, CA
Amresco Capital, L.P., Dallas, Tx.
Arbor National Mortgage Corporation, NY, NY
Citicorp, St. Louis, Mo.
Bank of America, Houston, Tx.
Board of Commissioners of New Orleans Levee District
Bert Pigg, Attorney at Law
Capital One Bank, New Orleans, La.
GCR, Inc., New Orleans, La.
Charles N. Miller, Attorney at Law
Chase Manhattan Mortgage Corporation
City of New Orleans, Board of Review
Commercial National Bank of Baton Rouge
CSX Realty, Jacksonville, Florida
Coldwell Banker Relocation Company
Commercial National Bank, Baton Rouge, La.
Coopers & Lybrand, Dallas, Tx.
Crossland Federal Savings Bank, Brooklyn, NY
David Kerstein, Attorney at Law
David Stone, Attorney at Law
Didriksen Law Firm, New Orleans, La.
East Jefferson General Hospital, Metairie, La.
Erickson, Krentel, Canton & LaPorte, C.P.A.'s
Evangelical Lutheran Church in America
Exxon Company, U.S.A., Houston, Texas
FDIC-Dallas, Tx. Consolidated Office
Fireman's Fund Mortgage Corporation
First Bank & Trust, New Orleans, La.
First Fidelity Bancorporation, Newark, New Jersey
First Southern Savings Bank, Ashboro, NC
Federal Express Corporation
Federal National Mortgage Association, Atlanta, Ga.
Glenn Wilson, Lakeside Shopping Center, Metairie, La.
Gordon, Arata, McCollam, Duplantis & Egan, Attys
Grambling State University
Hancock/Whitney Bank, Metairie, La.
Hunt Oil Company, Dallas, Tx.
Kilbern/Young Asset Management Co., Atlanta, Ga.
Jack C. Benjamin, Attorney at Law
Jefferson Parish Sheriff's Office, Harvey, La.
John H. Gniady, Attorney at Law
John C. Hose, Attorney at Law
J.P. Morgan Chase Bank, New Orleans, La.
Lawyers Title Insurance Company, Richmond, Va.
Laurance Eustis Mortgage Corp., New Orleans, La.
Lemle & Kelleher, LLP, New Orleans, La.
Louis G. Dutel, Jr., Attorney at Law
Louis J. Roussel, III, Attorney at Law
Louisiana Dept. of Economic Development
Louisiana Dept. of Facility Planning & Control
Louisiana Dept. of Transportation & Development
L.S.U. Health Sciences Center New Orleans
Lutheran Church in America, Chicago, Il.
Marianne Koorie, Attorney at Law
Merrill Lynch Relocation Company
Momentum Corporation, Bellevue, WA
Minnesota Mutual Life Insurance Company
New Orleans' Firefighter's Pension & Relief Fund
New York Life Insurance Company
National Life Insurance Company
Norfolk Southern Railway Corporation
Orleans Parish School Board
Port of South Louisiana, Laplace, La.
Parish of Jefferson, Louisiana
Parish of St. Charles, Louisiana
Patrick J. Berrigan, Attorney at Law
Peter Thompkins, Attorney at Law
PHH Homeequity Relocation Company
Robert W. Tillery, Attorney at Law
Raymond Brandt, Attorney at Law
Regions Bank, New Orleans, La.
Resolution Trust Corporation, Baton Rouge, La.
Simon Asset Management Group, Dallas, Tx.
Tenet Healthcare Corporation, Dallas, Tx.
Town of Grammercy, Louisiana
University of New Orleans Foundation
U.S. Dept. of Housing & Urban Development
U.S. Army Corps of Engineers
U.S. Postal Service - FSO, Dallas, Tx.
Wal-Mart Corporation, Bentonville, Arkansas
Western Mortgage Corporation, Salt Lake City, UT
Young, Richaud & Meyers, LLC, Metairie, La.



Request from LSU Health Sciences Center – New Orleans to Approve a Lease Agreement with University Medical Center Management Corporation for Parking Spaces at the South Roman Street Garage Located on the LSUHSC-NO Downtown Campus

To: Members of the Board of Supervisors

Date: October 4, 2018

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

A.3 (ii) the lease of any immovable property, as lessee or lessor, where the lease is for more than 10,000 square feet of building space.

1. Summary of the Matter

The LSU Health Sciences Center – New Orleans (LSUHSC-NO) in support of its mission, wishes to lease approximately 205 parking spaces within the South Roman Street Garage to the University Medical Center Management Corporation (UMCMC). The property (Bldg ID# S11053) is located on its Downtown Campus, (Site ID# 1-36-036) at 426 South Roman Street.

The proposed lease agreement supports the mission and operation of UMCMC and LSUHSC-NO by providing temporary parking to UMCMC until permanent parking is built. LSUHSC-NO will adjust its overflow parking for the term of the lease.

2. Review of Business Plan

Not Applicable.

3. Fiscal Impact

The acceptance of this lease agreement will increase the annual revenue of LSUHSC-NO by \$86,100 annually.

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 University Medical Center Management Corporation.

7. Related Transactions

Not applicable

8. Conflicts of Interest

Not Applicable.

ATTACHMENTS

- I. Transmittal Letter from Chancellor Hollier
- II. Draft Lease Agreement

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 Lease Agreement between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and the University Medical Center Management Corporation for parking facilities located at the South Roman Street Parking Garage Building, located at the LSUHSC-NO Downtown Campus.

BE IT FURTHER RESOLVED that F. King Alexander, President of Louisiana State University, or his designee, is authorized to include in said Lease Agreement 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

September 21, 2018

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

Dear Dr. Alexander,

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

The LSU Health Sciences Center – New Orleans (LSUHSC-NO) in support of its mission, wishes to lease approximately 205 parking spaces within the South Roman Street Garage to the University Medical Center Management Corporation (UMCMC). The property (Bldg ID# S11053) is located on its Downtown Campus, (Site ID# 1-36-036) at 426 South Roman Street.

The proposed lease agreement supports the mission and operation of UMCMC and LSUHSC-NO by providing temporary parking to UMCMC until permanent parking is built. LSUHSC-NO will adjust its overflow parking for the term of the lease.

The acceptance of this lease agreement will increase the annual revenue of LSUHSC-NO by \$86,100 annually.

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

Respectfully yours,

A handwritten signature in blue ink that reads "L. Hollier, M.D.".

Larry Hollier, MD
Chancellor

DRAFT COPY

**LEASE AGREEMENT
BETWEEN THE BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERISTY
AND
UNIVERSITY MEDICAL CENTER MANAGEMENT CORPORATION**

THIS LEASE AGREEMENT FOR LSU HEALTH SCIENCES CENTER IN NEW ORLEANS SOUTH ROMAN STREET GARAGE (STATE ID# S11053) (herein “Agreement”) is entered into effective as of the 1st day of September, 2018 (herein “Effective Date”) for the purposes and on the terms stated herein, and is made by and between:

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (herein known as “**Board**” or “**Lessor**”), a public constitutional corporation organized and existing under the Constitution of the State of Louisiana of 1974 (“Louisiana Constitution”), herein represented by Dr. F. King Alexander, President of Louisiana State University and Agricultural and Mechanical College (LSU), duly authorized by a resolution of the Board, a copy of which is attached hereto as Exhibit “A” and made a part hereof, with a principal office located at and a mailing address of Office of the President, Louisiana State University, 3810 W. Lakeshore Drive, Room 107, Baton Rouge, Louisiana, 70808, herein appearing for the benefit of the Louisiana State University Health Sciences Center – New Orleans (herein “LSUHSC-NO”);

and

UNIVERSITY MEDICAL CENTER MANAGEMENT CORPORATION (herein known as UMCMC), a public corporation of the State of Louisiana, herein represented by **William J. Masterson**, the duly authorized **President and Chief Executive Officer** for **UNIVERSITY MEDICAL CENTER MANAGEMENT CORPORATION**, duly authorized by a resolution of the Board of UMCMC, a copy of which is attached hereto as Exhibit “B” and made a part hereof, with a principal office located at and a mailing address.....

and provides as follows:

WITNESSETH

WHEREAS, UMCMC is a major teaching hospital committed to developing medical and clinical professionals in the State of Louisiana in order to improve access to healthcare in its service area; and

WHEREAS, Louisiana State University and Mechanical College (LSU) is a public constitutional corporation organized and existing under the laws of the State of Louisiana, and LSU’s institutions, including its medical schools and hospitals, are under LSU’s supervision and management pursuant to La. Const. Act. VIII, Section 7, and La. R.S. 17:3215; and,

WHEREAS, UMCMC and Board, on behalf of LSUHSC-NO support building a new model for the relationship between a major teaching hospital and a school of medicine and its teaching programs, and that this new model will provide physicians and patients with a new environment of care that optimizes the use of all resources; and,

WHEREAS, UMCMC, the Louisiana Children's Medical Center (herein "LCMC"), the Louisiana Division of Administration, and the State of Louisiana through the Division of Administration are parties to a Cooperative Endeavor Agreement dated May 29, 2013, as amended (the "CEA") through which LSU, UMCMC, the Louisiana Division of Administration will collaborate to develop and maintain nationally recognized graduate medical education programs; and,

WHEREAS, Board is the owner of that certain immovable property with all buildings, including the building known as the South Roman Street Garage, Building ID# S11053 located on the campus of LSUHSC-NO in New Orleans, Louisiana, Site ID # 1-36-036, the locations of which structure are reflected on **Exhibit "C"** (herein "South Roman Street Garage Building"), and improvements thereon, located at 425 South Roman Street, New Orleans, Louisiana 70112 (the "Leased Premises"), the description of which is attached hereto as **Exhibit "C"**; and,

WHEREAS, UMCMC desires to use certain areas located on Floor 7 of the South Roman Street Garage Building described herein as its South Roman Street Garage location, as shown in **Exhibit "D"** in New Orleans and to provide parking services to its employees therein;

WHEREAS, the Leased Premises consist of approximately 205 parking spaces, which will be leased by Board to UMCMC for the purpose of parking and other Permitted Use (defined herein); and,

WHEREAS, this Lease furthers the educational and public service missions of Board and supports the CEA described above; and

WHEREAS, Board, LSU, LSUHSC-NO and UMCMC are separate and autonomous, and agree that all transactions conducted pursuant to this Agreement shall comply with applicable State and federal laws and regulations; and

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

ARTICLE I. DEFINITIONS

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

"Agreement" means, in its entirety, this Lease Agreement for portions of the South Roman Street Garage Building ID# S11053 located on the campus of LSUHSC-NO in New Orleans, Louisiana, Site ID # 1-36-036 the locations of which structure are reflected on **Exhibit "C"** (herein "South Roman Street Garage Building") and **Exhibit "D"** (Herein "Leased Premises") for the lease of the Leased Premises for the operation by UMCMC of a parking location.

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

“Board” means Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

“Business Day” means any day other than (i) a Saturday, (ii) a Sunday, or (iii) any other day on which the Board or LSUHSC-NO is closed.

“Common Areas” means the landscaped areas, the between-floors ramps, entrance ways, elevators, fire stairs, - and the areas designated by Board from time-to-time for common tenant use.

“South Roman Street Garage Building” means that certain structure designated as Building ID No. S11053, also known as "South Roman Garage Building." Located on the campus of LSUHSC-New Orleans in New Orleans, Louisiana, Site ID No. 1-36-036, which structure is reflected on Exhibit "C" hereto.

“DOA” means State of Louisiana Department of Administration.

“Effective Date” means the 1st day of September, 2018.

“Force Majeure” means any (a) act of God, lightning, hurricane, tornado, and other extraordinarily adverse and inclement weather, fire, explosion, flood, act of a public enemy, war, insurrection, riot or civil disturbance; (b) labor dispute, strike, work slowdown or work stopped; and, (c) any other similar cause or similar event beyond the reasonable control of UMCMC, which makes the building not able to be occupied **“Hazardous Substance”** means any substance that is toxic, ignitable, reactive, or corrosive, and that is regulated by any local government, the State of Louisiana, or the United States Government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste", "extremely hazardous waste", or a "hazardous substance" pursuant to state, federal, or local government law. "Hazardous Substance" includes but is not restricted to asbestos, PCBs, or petroleum.

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

“LCMC” means the Louisiana Children’s Medical Center

“Leased Premises” means those portions of the South Roman Street Garage Building on Floor 7 that are reflected as shaded on Exhibit "D" attached hereto in globo and marked "Lease Area," containing approximately two hundred five (205) parking spaces and that are leased by Board to UMCMC pursuant to this Agreement.

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

“**LSU Representative**” means the Associate Vice President, Property & Facilities, or his/her designees.

“**Medical Waste**” means potentially infectious waste materials generated at health care facilities, such as hospitals, clinics, physician's offices, dental practices, blood banks, and veterinary hospitals/clinics, as well as medical research facilities and laboratories.

“**UMCMC**” means University Medical Center Management Corporation.

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

“**Permitted Use**” means the use of the Leased Premises by UMCMC for its Parking location -.

“**Renewal Term(s)**” means one or more additional one (1) year terms as provided in Section 8.1. Section 10.01 refers to Defaults, not renewal terms.

“**Rent**” means the payments to be made by UMCMC to LSUHSC-NO for the lease of the Leased Premises as set forth in Section 2.2 of this agreement.

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

“**Term**” means the Initial Term and all Renewal Term(s).

ARTICLE II. LEASE OF LEASED PREMISES AND RENT

Section 2.1 Lease. For and in consideration of payment of Rent as set forth in Section 2.2, Board hereby leases the Leased Premises to UMCMC for the Term, and hereby grants to UMCMC such rights of use and access as are necessary for UMCMC to conduct Permitted Use in the Leased Premises. -.

Section 2.2 Rent. UMCMC shall pay Rent to LSUHSC-NO for the lease of the Leased Premises as follows:

A. Thirty-Five dollars (\$35.00) per parking space monthly for the space in the Leased Premises, totaling Two Hundred Five (205) parking spaces for a total of Eighty-Six Thousand One Hundred Dollars (\$ 86,100.00) per year as Rent.

B. Rent shall be due and payable in advance in equal monthly installments of Seven Thousand One Hundred Seventy-Five Dollars (\$7,175.00) each for the duration of the Initial Term. Rent shall be due and payable on the first day of every month to LSUHSC-NO, and delivered to the following location: Accounts Receivable, Attention: Tai Nguyen, Assistant Director, LSU Health Sciences Center, 433 Bolivar Street, 6th floor, New Orleans, LA 70112.

C. In the event that this lease be terminated for any reason other than Force Majeure prior to the end of the Initial Term, UMCMC shall be obligated to pay the full amount due for the unpaid Rent under Section 2.2 B. for the remainder of the Initial Term.

Section 2.3 Common Areas. UMCMC will have the non-exclusive right, along with the other tenants of the South Roman Garage Building and their employees and invitees, to use, in a normal and customary manner, the landscaped areas, first floor lobby, entrance ways, , fire stairs, restrooms and other areas designated from time-to-time by Board for common tenant use (herein the "Common Areas"). In using the Common Areas, UMCMC will not impede the use of the Common Areas by other tenants, or by Board or LSUHSC-NO, and UMCMC will use its best efforts to prevent its patients, employees, students and invitees from loitering in the Common Areas or using the Common Areas for other than their intended purpose. Board will have exclusive control and management over the Common Areas and will have the right, from time-to-time, to establish rules and regulations with respect to the use of the Common Areas that do not materially hinder the regular business operations of UMCMC in the Leased Premises, to close temporarily any portion of the Common Areas (provided reasonable access, to the extent not otherwise restricted by any Governmental Authority or as the result of *Force Majeure*, remains open at all times to the Leased Premises), and to increase, reduce, reconfigure, or change the Common Areas in any way Board determines to be necessary or desirable provided any such changes do not materially affect UMCMC's access to the South Roman Garage Building, access to parking, and ingress and egress to the Leased Premises or materially increase UMCMC's costs of operating in the Leased Premises. Board will have no liability to UMCMC by reason of any closure, increase, reduction, reconfiguring, or other change in the Common Areas that is performed in conformance with this Section.

ARTICLE III. USE OF LEASED PREMISES

Section 3.1 Permitted Use. The Leased Premises shall be used and occupied by UMCMC solely for parking facilities, together with any uses that are accessory to any of the foregoing ("Permitted Use"), and for no other purposes without the prior written consent of Board. UMCMC will conduct its business on the Leased Premises in compliance with all federal, state, local and parish rules, laws, ordinances, and governmental regulations, orders, codes and decrees (herein "Law") and in accordance with the provisions of the CEA.

A. Prohibited Uses. UMCMC shall not use the Leased Premises for any purpose other than parking of personal vehicles or small commercial vehicles. Indemnification. If Hazardous Substances or Medical Waste are brought into the Property during the Term of this Agreement or otherwise as a result of the action of UMCMC or its agents, employees, representatives, contractors, customers, patients, permittees or invitees, UMCMC shall indemnify and hold harmless the Board from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the Property, or any neighboring lands or structures owned by Board, damages caused by losses or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant, and expert fees) arising during or after the Term and arising as a result of that use or contamination by UMCMC or its agents, employees, representatives, contractors, customers, patients, permittees or invitee. This

indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any clean-up, removal, or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the foregoing, if UMCMC or its agents, employees, representatives, contractors, customers, patients, permittees or invitees, cause or permit the presence of any Hazardous Substance or Medical Waste on the Property that results in contamination, UMCMC shall promptly, at its sole expense, take any and all necessary actions to return the Property to the condition existing prior to the presence of any such Hazardous Substance on the Property. UMCMC shall first obtain Board's approval for any such remedial action.

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

ARTICLE IV. INSURANCE

Section 4.1 UMCMC's Insurance During the Term. Throughout the Term of this Agreement, UMCMC shall at all times maintain or cause to be maintained, with respect to the Leased Premises, Equipment and the Improvements, property and commercial general liability insurance as provided by the Louisiana State Office of Risk Management and issued by that office to UMCMC for coverage under the terms of this Lease, at UMCMC's expense. With the written consent of Board, UMCMC may, during the Term of this Lease, acquired privately issued insurance from an acceptably rated provider that equals or exceeds the coverage provided by the Louisiana State Office of Risk Management. Board, its members, officers, employees and agents shall be made additional insureds under any policies or coverage issued under this Section. The coverage provided by UMCMC under this Section shall be primary.

ARTICLE V. OPERATION, MAINTENANCE, REPAIRS, AND OTHER SERVICES

Section 5.1 Permitted Use. UMCMC shall procure and maintain all licenses, permits and accreditation, if any, required for UMCMC's use of the Leased Premises and the UMCMC Equipment.

Section 5.2 Maintenance and Repair of Leased Premises. Board, at its sole cost and expense during the Term, shall provide all other ordinary and routine maintenance to the Leased Premises during the Term, including heating, ventilating, air conditioning, mechanical, electrical, elevators, plumbing, fire, sprinkler and security systems.

Section 5.3 Custodial. Board shall provide, at its sole cost, basic cleaning through janitorial and custodial services to the Leased Premises.

Section 5.4 Utilities. Board agrees to be responsible for the cost of all utilities serving the Leased Premises, including electric power, water and sewer, but excluding IT and telephony which will be the subject of a separate agreement between Board and UMCMC. If UMCMC desires to install or use any equipment, trade fixtures, or fixtures using unusual amounts of electricity in the Leased Premises, then UMCMC shall obtain the LSU Representative's approval

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

Section 5.5 Return of Leased Premises at End of Term. At the Termination of this Lease Agreement, UMCMC shall return the Leased Premises to Board in as good a condition as that in which it was received, and/or completed, subject only to the normal wear and tear of a prudent use, provided however that clinical and surgical uses and subsequent wear and tear are not considered normal wear and tear. The cost and expense of any repairs necessary to restore the condition of the Leased Premises shall be borne by UMCMC.

ARTICLE VI. INDEMNIFICATION

Section 6.1 Indemnification by UMCMC. UMCMC, for itself and for its successors, assigns, agents, contractors, employees, invitees, customers and licensees, agrees to indemnify, defend and to hold Board, its members, officers, employees, agents, invitees, contractors, subcontractors, or attorneys (collectively LSU Indemnitees) harmless against any loss for damages or injuries that may be suffered by Board, its members, officers, employees, agents, invitees, contractors, subcontractors, or attorneys or by any person, including but not limited to UMCMC, it's board members, agents, contractors, employees, invitees and licensees, or for any loss for damages or injuries suffered to or by the Leased Premises, THE EQUIPMENT or the DS Annex Building, to the extent such loss arises out of or is related to, or based upon, directly or indirectly, UMCMC's occupancy, use, operation, management, maintenance, repair, or replacement of the Leased Premises, the Equipment, or the South Roman Garage Building, or to UMCMC's successors, assigns, agents, contractors, employees, invitees, customers, or licensees, except to the extent caused by acts or omissions by Board, its members, officers and employees unless said Board, members, officers and employees are acting at the direction or request of the UMCMC, and UMCMC agrees to defend Board with an attorney of Board's choice in any legal action against it and pay in full and satisfy any claims, demands or judgments made or rendered against Board, and to reimburse Board for any legal expenses, including attorney's fees and court costs, which may be incurred by it in defense of any claim or legal action arising thereunder, and repair any damages to the Leased Premises, or to the DS Annex Building.

7.2 Indemnification by Board. To the extent allowed by Applicable Laws, Board agrees to indemnify, defend and hold UMCMC harmless against any loss for damages or injuries that may be suffered by UMCMC or by any person including but not limited to Board's members, employees, or officers, except if any of such persons are acting at the direction or request of the UMCMC, to the extent that such loss, damage or injuries arise out of or are related to the fault or negligence of Board, its members, employees, or officers, and Board agrees to defend UMCMC in any legal actions against it and, to the extent allowed by Applicable Law, pay in full and satisfy any such claims, demands or judgments made or rendered against UMCMC, and to reimburse UMCMC for any legal expenses, including attorney fees and court costs, which may be incurred by it in defense of any such claim or legal action arising thereunder; provided, however, that Board's costs and expenses incurred in fulfilling this indemnity and defense shall

be limited to proceeds from the Office of Risk Management or otherwise which are available for this purpose.

**ARTICLE VII.
TERM**

Section 7.1 Term. This Agreement shall remain in full force and effect for an Initial Term of One (1) year, beginning on the Effective Date and shall be automatically renewed for successive additional one (1) year term(s), up to a total of Five (5) years, unless either party gives sixty (60) days' advance written notice to the other of its intent to terminate the Agreement.

**ARTICLE VIII.
NOTICES**

Section 8.1 Notices. All notices, requests and communications required or permitted by this Agreement, shall be given in writing by (i) personal delivery (confirmed by courier delivery service), (ii) expedited delivery service with proof of delivery, (iii) facsimile and confirmed in writing by mail, or (iv) United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

Such notices when given by UMCMC shall be addressed to Board as follows:

Board: Board of Supervisors of Louisiana State University and
Agricultural and Mechanical College
Attention: F. King Alexander
President, LSU
3810 West Lakeshore Dr.
Baton Rouge, Louisiana 70808
Facsimile: 225-578-5524

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

Such notices when given by Board shall be addressed to UMCMC as follows:

UMCMC:

Any party may change its address for purposes of this Section 9.1 by giving written notice of such change to the other party in the manner provided in this section. Except as expressly

provided herein, any notice provided for herein shall become effective only upon and at the time of first receipt by the party to whom it is given, unless such notice is only mailed by certified mail, return receipt requested, in which case it shall be deemed to be received two (2) business days after the date that it is mailed. Either party may, by proper written notice hereunder to the other party, change the individual address to which such notice shall thereafter be sent; provided, however, such new notice address will be effective ten (10) business days after delivery of notice of the new notice address. Rent payments shall be made payable to Board as provided in Section 2.2 above, which Rent payments may be made via regular mail addressed as shown in Section 2.2, but shall not be timely unless received by Board on or before the date on which they are due.

ARTICLE IX.
UMCMC DEFAULT

Section 9.1 Default by UMCMC. Board may declare UMCMC in default upon one or more of the following events:

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

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

C. Involuntary Bankruptcy. A court having jurisdiction shall enter an order for relief in any involuntary case commenced against UMCMC, as debtor, under the Federal Bankruptcy Code, as now or hereafter constituted, or the entry of a decree or order by a court having jurisdiction in the premises appointing a custodian, receiver, liquidator, assignee, trustee, sequestration, or other similar official of or for UMCMC or any substantial part of the properties of UMCMC or ordering the winding up or liquidation of the affairs of UMCMC, and the continuance of any such decree or order not stayed and in effect for a period of ninety (90) consecutive days; or

D. Voluntary Bankruptcy. The commencement by UMCMC of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or the consent or acquiescence by UMCMC to the commencement of a case under such Code or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestration, or other similar official of or for UMCMC or any substantial part of the properties of the UMCMC; or

Section 9.2 Failure by UMCMC to Take Remedial Action. Whenever any event of default referred to in this section shall have occurred and be continuing and UMCMC refuses or fails to take the reasonable and necessary remedial action to cure such default in the time period specified therefor, in addition to any other remedies herein or by law provided, Board shall have the right, in addition to any other rights Board may have under Applicable Law, without any further demand or notice, to declare this Agreement terminated. In the event of the termination of this Agreement, UMCMC expressly waives any notice to vacate. Furthermore, at Board's sole option and direction, in the event of the termination of this Agreement, UMCMC shall transfer any

Improvements constructed pursuant to the Agreement, its rights and obligations under this Agreement and any funds UMCMC has dedicated to complete the construction of the Improvements (subject to applicable donor restrictions and the terms of any valid and perfected liens, pledges and security interests) to another non-profit corporation or entity which meets the requirements of La. R.S. 17:3390 and which is acceptable to Board.

**ARTICLE X.
BOARD DEFAULT**

Section 10.1 Default by Board. UMCMC may declare Board in default upon the failure of Board to observe or perform any covenant, condition or agreement upon its part to be observed or performed under this Agreement for a period of thirty (30) days after receipt of written notice specifying such failure and requesting that it be remedied. If the default be continuing and Board has not taken any action reasonably anticipated to cure such default, in addition to any other remedies herein or by law provided, UMCMC shall have the right, without any further demand or notice to declare this Agreement terminated and shall have no further obligation to perform any of the obligations of UMCMC under this Agreement.

**ARTICLE XI.
MISCELLANEOUS**

Section 11.1 Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the parties hereto. It is understood and agreed that no provision contained herein, or any acts of the Parties hereto, creates a relationship other than the relationship of Board and UMCMC under this Agreement.

Section 11.2 Louisiana Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Louisiana, and all obligations of the parties created hereunder are performable in Orleans Parish, Louisiana.

Section 11.3 Non-waiver. No waiver by Board or UMCMC of a breach of any of the covenants, conditions, or restrictions of this Agreement shall constitute a waiver of any subsequent breach of any of the covenants, conditions, or restrictions of this Agreement. The failure of Board or UMCMC to insist in any one or more cases upon the strict performance of any of the covenants of the Agreement, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant or option. A receipt by the Board or acceptance of payment by the Board of Rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach. No waiver, change, modification or discharge by Board or UMCMC of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the parties hereto.

Section 11.4 Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

Section 11.5 Authorization. By execution of this Agreement, UMCMC and Board each represent to the other that they are entities validly existing, duly constituted and in good standing under the laws of the jurisdiction in which they were formed and in which they presently conduct business; that all acts necessary to permit them to enter into and be bound by this Agreement have been taken and performed; and that the persons signing this Agreement on their behalf have due authorization to do so.

Section 11.6 Use of Name, Logos or Marks. Neither party shall make use of the other party's name, logo or marks without its prior written consent.

Section 11.7 Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless made in writing, dated on or subsequent to the date hereof and duly executed by the parties hereto.

Section 11.8 Assignment, Subleases or Mortgage. The mortgage or encumbrance of the Improvements or UMCMC's Interest in this Agreement or the Leased Premises without the prior written consent of the LSU Representative, and any attempt to mortgage or encumber the Improvements or UMCMC's interest in this Agreement or the Leased Premises without the prior written consent of the LSU Representative shall be null and void. UMCMC shall not assign this Agreement or any part hereof without the prior written consent of the LSU Representative, and any attempt of assignment without the prior written consent of the LSU Representative shall be null and void. UMCMC may sublease a portion of the Leased Premises to another non-profit entity that does not compete with Board or its institutions, with the prior, written consent of the LSU Representative.

Section 11.9 Books, Records and Audit. The books, accounts and records of UMCMC which pertain directly to the occupancy of the Leased Premises shall be maintained at the principal office of UMCMC. Board may at its option and at its own expense during customary business hours, conduct internal audits of the books, bank accounts, records and accounts of UMCMC and its Contractor(s) to the extent necessary to verify compliance with this Agreement or insofar as said books, bank accounts, records and accounts directly relate to UMCMC's performance of its obligations under this Agreement. Audits may be made on either a continuous or periodic basis or both and may be conducted by employees of Board, by independent auditors retained by Board to conduct such audit, or by the Louisiana Legislative Auditor, but any and all such audits shall be conducted without materially or unreasonably or unnecessarily interrupting or interfering with the normal conduct of business affairs of the UMCMC.

Section 11.10 Successors and Assigns. All of the covenants, agreements, terms and conditions to be observed and performed by the parties hereto shall be applicable to and binding upon their respective successors and assigns including any successor by merger or consolidation of LSUHSC-NO or Board into another educational institution or governing body.

Section 11.11 Notice of Lease. UMCMC agrees not to record this Agreement. At the UMCMC's request, the parties will execute a Notice of Lease for recording in the records of Orleans Parish, and the cost of recording will be borne by UMCMC.

Section 11.12 LSU Representative. In addition to any other individuals specifically authorized in writing by the President of the LSU System to act as the LSU Representative, the Assistant Vice President and University Architect is hereby authorized to act as the LSU Representative. It is understood and agreed that the Board, its members, employees and agents including but not limited to the LSU Representative and the LSUHSC-NO Construction Monitor, shall owe no legal duty to or assume any liability or responsibility to any party as a result of or in connection with any consent, approval or review given or undertaken in connection with this Agreement. No party shall infer, based on any consent, approval or review given or undertaken by the Board, its members, employees and agents including but not limited to the LSU Representative, agreement with or endorsement of the particular matter at issue; rather, such consent, approval or review shall only be deemed to indicate "no objection" to the particular matter at issue.

Section 11.13 Entire Agreement. This Agreement, together with the exhibits attached hereto, contain the final and entire agreement between the parties hereto with respect to the Leased Premises and contain all of the terms and conditions agreed upon with respect to the Leased Premises, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto; it being the intent of the parties that neither shall be bound by any term, condition, or representations not herein written.

Section 11.14 Curative Matters. Except for the express representations and warranties of the Board set forth in this Agreement, any additional matters necessary or desirable to make the Leased Premises useable for the UMCMC's purpose shall be undertaken, in the UMCMC's sole discretion, at no expense to the Board.

Section 11.15 Terminology. Unless the context of this Agreement clearly requires otherwise, (a) pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations, partnerships, limited liability companies, trusts, and all other entities of every kind and character, (b) the singular shall include the plural wherever and as often as may be appropriate; (c) the word "includes" or "including" shall mean "including without limitation;" (d) the words "hereof," "herein," "hereunder," and similar terms in this Agreement shall refer to this Agreement as a whole and not to any particular section or article in which such words appear unless specifically stated. The section, article and other headings in this Agreement and the table of contents to this Agreement are for reference purposes and shall not control or affect the renovation of this Agreement or the interpretation hereof in any respect. Article, section and subsection and exhibit references are to this Agreement unless otherwise specified. All exhibits attached to this Agreement constitute a part of this Agreement and are incorporated herein. All references to a specific time of day in this Agreement shall be based upon Central Standard Time (or the other standard of measuring time then in effect in New Orleans, Louisiana).

Section 11.16 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be declared an original.

Section 11.17 Authorization. By execution of this Agreement, UMCMC and Board each represent to the other that they are entities validly existing, duly constituted and in good standing under the laws of the jurisdiction in which they were formed and in which they presently conduct business, that all acts necessary to permit them to enter into and be bound by this Agreement have

been taken and performed, and that the persons signing this Agreement on their behalf have due authorization to do so.

Section 11.18 Ancillary Agreements. In the event it becomes necessary or desirable for the Board to approve in writing any ancillary agreements or documents concerning the Leased Premises or concerning the construction, operation or maintenance of the Improvements or to alter or amend any such ancillary agreements between the Board and the UMCMC or to give any approval or consent of the Board required under the terms of this Agreement, all agreements, documents or approvals shall be forwarded to the LSU Representative for approval.

Section 11.19 Board’s Right to Enter Property. Board reserves the right to enter the Leased Premises at any time to inspect the property, as long as Board’s inspection does not unreasonably interfere with the operation of the proper function of the UMCMC’s business. Board shall attempt to provide the UMCMC with reasonable advance notice of its intent to inspect the Leased Premises, unless notice is impossible or impractical. UMCMC shall have the right to have a representative accompany the Board during such entry and inspection. UMCMC shall not deny Board access to the Leased Premises.

Section 12.20 Lessee’s Signs and Sign Removal. Unless otherwise agreed in this Lease, Lessee may place customary and reasonable signage similar to that used in the building, subject to Lessor’s prior written approval, which will not be unreasonably withheld. Upon termination of this Lease, Lessee shall remove any sign, advertisement, or notice affixed to the Leased Premises and restore same to the condition in which it existed as of the date of this Lease. Upon Lessee’s failure to do so, Lessor may do so at Lessee’s expense.

(Signature Page for Lease Agreement for South Roman Street Garage Building (State ID # S11053))

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement for South Roman Parking Garage Building (State ID # S11053) as of the dates indicated on the attached Acknowledgments.

WITNESSES:

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

Print Name: _____

Print Name: _____

By: _____
F. King Alexander, President
Louisiana State University

WITNESSES:

Print Name: _____

Print Name: _____

**UNIVERSITY MEDICAL CENTER
MANAGEMENT CORPORATION**

By: _____

Name: _____

Title: _____

WITNESSES:

Print Name: _____

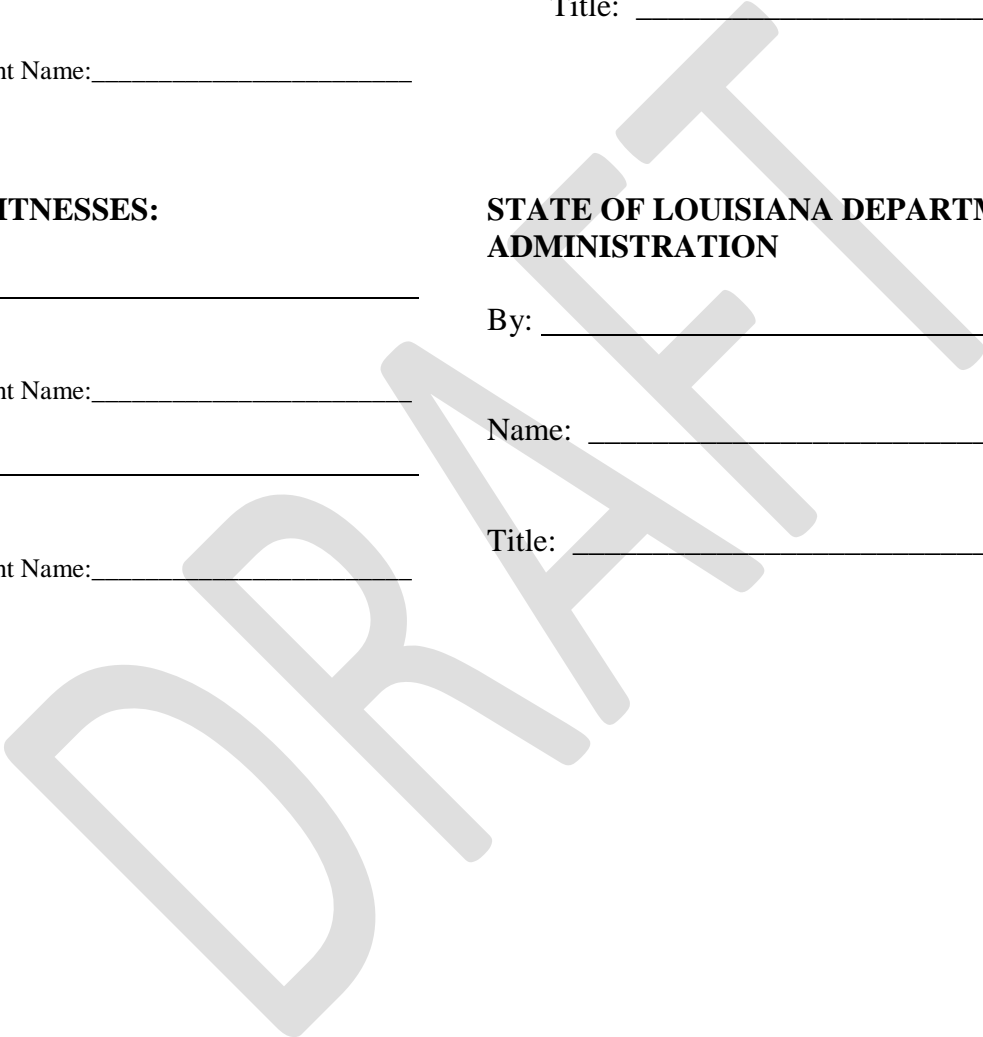
Print Name: _____

**STATE OF LOUISIANA DEPARTMENT OF
ADMINISTRATION**

By: _____

Name: _____

Title: _____



[Acknowledgment for South Roman Street Garage Lease]

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

ACKNOWLEDGMENT

BE IT KNOWN that on this ___ day of _____, 2018, before me, the undersigned Notary Public, duly commissioned and qualified in and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared F. King Alexander, appearing herein in his capacity as the President of Louisiana State University, and appearing on behalf of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, a public constitutional corporation organized and existing under the laws of the State of Louisiana, who, being by me first duly sworn, declared and acknowledged to me, Notary, that he executed the above and foregoing instrument on behalf of said corporation with full authority of its Board of Supervisors and that said instrument is the free act and deed of said corporation and was executed for the uses, purposes and benefits therein expressed.

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

WITNESSES:

By: _____
F. King Alexander, President
Louisiana State University

Print Name: _____

Print Name: _____

PRINT NAME: _____
Notary Public

La. Bar/Notary ID No. _____

[Acknowledgment for South Roman Street Garage Lease]

STATE OF LOUISIANA

PARISH OF _____

ACKNOWLEDGMENT

BE IT KNOWN that on this ____ day of _____, 2018, before me, the undersigned Notary Public, duly commissioned and qualified in and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared _____, appearing herein in his/her capacity as _____ of Louisiana State University School of Medicine in New Orleans Faculty Group Practice, a non-profit organization, who, being by me and first duly sworn, declared and acknowledged to me, Notary, that ____ executed the above and foregoing instrument on behalf of said corporation with full authority of its Board of Directors and that said instrument is the free act and deed of said UMCMC and was executed for the uses, purposes and benefits therein expressed.

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

WITNESSES:

By: _____

Print Name: _____

Print Name: _____

President & CEO

UNIVERSITY MEDICAL CENTER
MANAGEMENT CORPORATION

Print Name: _____

PRINT NAME: _____

Notary Public

La. Bar/Notary ID No. _____

INDEX OF LEASE EXHIBITS

- EXHIBIT A** **Resolution of Board of Supervisors of Louisiana State University and Agricultural and Mechanical College**
- EXHIBIT B** **Resolution of Board of Supervisors of the University Medical Center Management Corporation**
- EXHIBIT C** **Site Plan of South Roman Street Garage**
- EXHIBIT D** **Leased Premises (in globo)**

**EXHIBIT "A"
TO LEASE AGREEMENT
FOR SOUTH ROMAN STREET GARAGE
(STATE ID# S11053)**

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

DRAFT

**EXHIBIT "B"
TO LEASE AGREEMENT
FOR SOUTH ROMAN STREET GARAGE
(STATE ID# S11053)**

**RESOLUTION OF BOARD OF SUPERVISORS OF UNIVERSITY MEDICAL CENTER
MANAGEMENT CORPORATION**

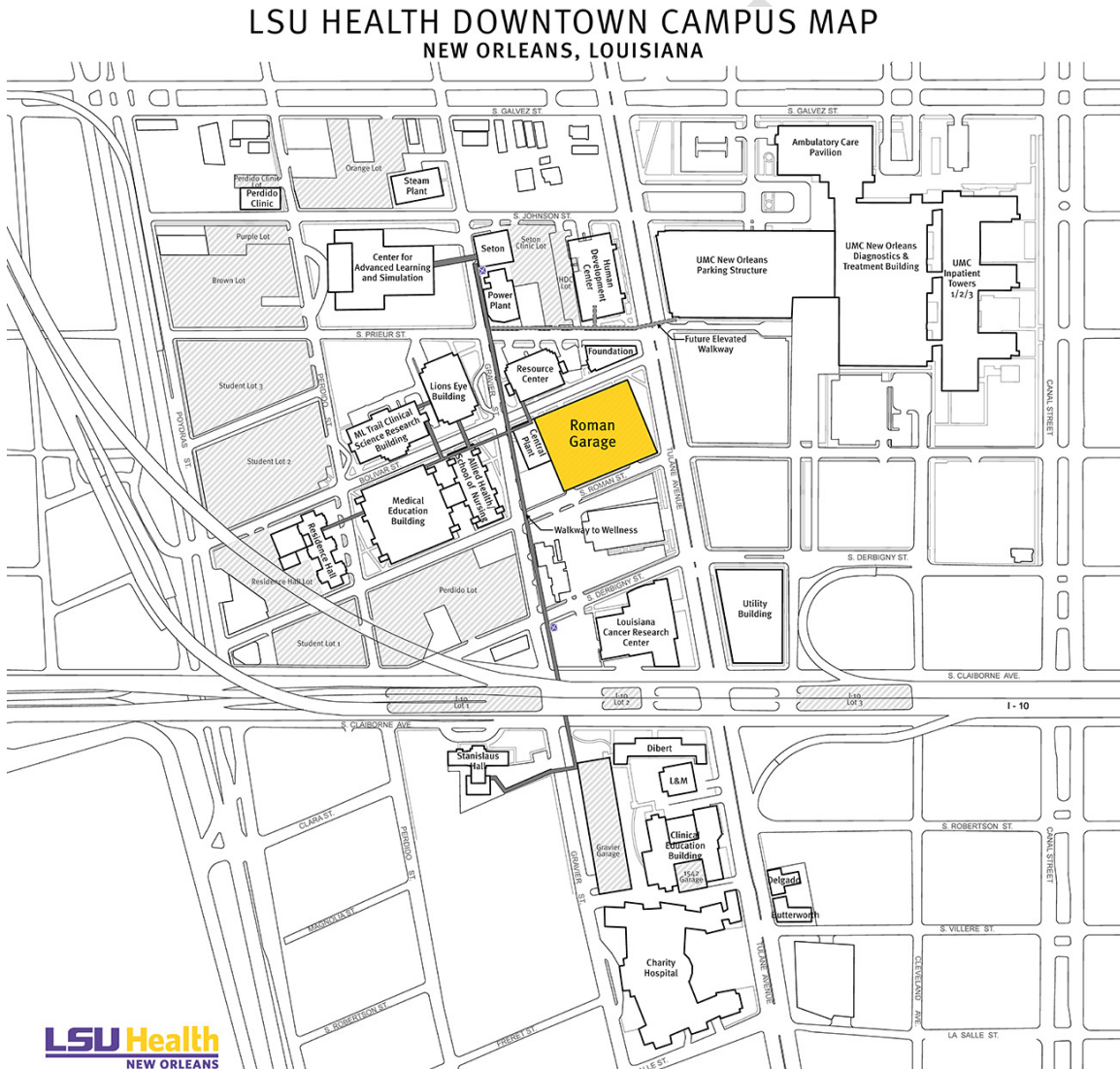
DRAFT

EXHIBIT "C"
TO LEASE AGREEMENT FOR SOUTH ROMAN STREET GARAGE
(STATE ID# S11053)

SITE PLAN OF SOUTH ROMAN STREET GARAGE

ROMAN PARKING GARAGE is located on the LSU Health-NO Downtown Campus

Figure 1. LSU Health New Orleans Downtown Campus Map



The Roman Parking Garage (S11053) is on LSU Health property site code: 1-36-036. The garage is located at 425 South Roman Street on the single parcel of SQ 465 LOT 47 in the First Municipal District, City of New Orleans, Parish of Orleans, State of Louisiana. A single parcel have been formed by combining all lots within SQ 465 which is bound by Bolivar Street, South Roman Street, Gravier Street, and Tulane Avenue. The approximate dimension are 429" x 245" and measures 105,105 SF (2.41 acres).

EXHIBIT "D"
IN GLOBO
TO LEASE AGREEMENT
FOR SOUTH ROMAN STREET GARAGE
(STATE ID# S11053)

LEASED PREMISES

PARKING SPACES TO BE LEASED include the rooftop parking spaces in the Roman Parking Garage

Figure 1. Property to be Leased is Located on SQ 465 in New Orleans, Louisiana



The portion of the building to be leased consists of the top floor (seventh) and the ramps between the sixth and seventh floors. The area has two (2) designated handicap spaces and two hundred five (205) regular parking spaces. The total number of spaces to be available to the leasee is two hundred seven (207) parking spaces.



Request from LSU A&M to Approve Employment Contracts with Co-Head Coaches David Geyer and Douglas Shaffer

To: Members of the Board of Supervisors

Date: October 4, 2018

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

A.11.b. Appointments and all other personnel actions relating to Head Coaches and Athletic Directors.

1. Summary of the Matter

This resolution seeks approval of the proposed employment contracts for David Geyer, Co-Head Coach Swimming & Diving, and Douglas Shaffer, Co-Head Coach Swimming & Diving. The key terms of the proposed contracts are summarized below:

Coach	Contract Action	Term		Total Certain Compensation		
		Current	Proposed	Current	Proposed	Increase
David Geyer	Extension	6/30/2018	6/30/2020	\$110,000	\$115,000	4.5%
Douglas Shaffer	Extension	6/30/2018	6/30/2020	\$110,000	\$115,000	4.5%

2. Review of Business Plan

Not applicable.

3. Fiscal Impact

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

4. Review of Documents Related to Referenced Matter

The Office of General Counsel has reviewed the proposed contracts.

ATTACHMENTS

- I. Memorandum of Agreement: David Geyer, Co-Head Coach Swimming & Diving
- II. Memorandum of Agreement: Douglas Shaffer, Co-Head Coach Swimming & Diving

RECOMMENDATION

Based on the recommendation of the Athletic Director, it is recommended that the Board authorize the President to sign the proposed contracts with the listed coaches.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes Dr. F. King Alexander, President, or his designee, to sign the contracts with David Geyer and Douglas Shaffer 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 Geyer, Co-Head Coach Swimming & Diving

		<i>Current</i>	<i>Proposed</i>	<i>Change</i>	<i>%</i>	<i>Notes</i>
<i>Basic</i>	Term Ends	6/30/2018	6/30/2020	2 year		a
	Base Salary	\$ 105,000	\$ 110,000	\$ 5,000	5%	a
	Supplemental Comp.	\$ 5,000	\$ 5,000	\$ -		a
<i>Incentive</i>	Post-Season (max)	\$ 37,800	\$ 39,600	\$ 1,800	5%	b
	Academic (max)	\$ 5,000	\$ 5,000	\$ -		a
<i>Benefits</i>	Automobile	\$ 12,000	\$ 12,000	\$ -		a
	Other					c
Total Certain Compensation		\$ 110,000	\$ 115,000	\$ 5,000	5%	d

Notes

(a) Coach Geyer's previous two year contract expires on June 30, 2018. This contract includes a two year extension and salary increase. Base salary for fiscal year 2020, increases to \$115,000. Automobile payment is up to \$1,000/month.

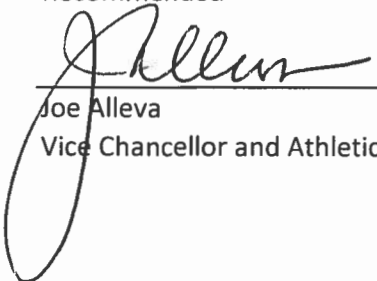
(b) Post-season incentive is based on Board Policy which allows up to 36% of base salary for team SEC and NCAA performance.

(c) Not applicable

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

This document summarizes the key terms of the proposed employment contract for the athletic coach named above. Unless noted otherwise, the contract is attached and is based on the standard template normally used by LSU for contracts of this type. The campus recommends approval by the Board.

Recommended



Joe Alleva
Vice Chancellor and Athletic Director

Reviewed, No Objections

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

Tom Skinner, LSU General Counsel

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of this 1st day of July 2016, 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 David L. Geyer (“COACH”):

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

A. “LSU A&M”: The campus of LSU which is located in Baton Rouge, Louisiana.

B. “President”: The President of LSU A&M.

C. “Athletic Director”: The Director of Athletics at LSU A&M.

D. “Base Salary Amount”: The annual sum of:

One Hundred Ten Thousand and No/100ths dollars (\$110,000.00) – Effective July 1, 2018 – June 30, 2019.

One Hundred Fifteen Thousand and No/100ths dollars (\$115,000.00) – Effective July 1, 2019 – June 30, 2020.

E. “Start Date”: July 1, 2018.

F. “End Date”: June 30, 2020.

G. “Program”: The intercollegiate Men’s and Women’s Swimming & Diving program at LSU A&M.

H. “Team”: The intercollegiate athletic team which is a part of the Program.

2. **Employment.** LSU does hereby employ COACH as Co-Head Coach of the Team. COACH will report directly to the Athletic Director and through the Athletic Director to the President. COACH will be responsible for the Program at LSU A&M. It is understood, however, that LSU retains the right to assign COACH to other positions within LSU with different duties without penalty during the term of this Agreement, provided that COACH will not be assigned to any position which is not consistent with Employee's education and training. COACH hereby agrees to accept such employment and to devote full-time attention to the performance of the duties herein.

3. **Duties and Responsibilities.** As Co-Head Coach of Team, COACH's duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletic Director:
 - A. Administering, managing, and leading the Program in a professionally appropriate and competent manner;
 - B. Administering, managing, and leading the Program in an effort to effectively compete in National Collegiate Athletic Association (NCAA) play;
 - C. Hiring and managing the assistant coaches and other athletic staff necessary and appropriate to assist COACH in meeting the responsibilities herein;
 - D. Directing the Program, including management of staff, budget, and other resources;

- E. Being reasonably knowledgeable, with reasonable assistance of LSU, of: (i) applicable federal and state laws governing intercollegiate athletics; and (ii) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the NCAA, the Southeastern Conference (SEC), LSU, and any other conference or organization of which LSU is or becomes a member during the term of this Agreement; all hereinafter collectively referred to as “**Governing Athletics Regulations**”;
- F. Assuring and monitoring compliance with Governing Athletics Regulations by COACH and all student athlete members of the Team, assistant coaches, other Program staff members, and other individuals under or subject to COACH’s direct control, authority, or supervision;
- G. Promptly reporting any violation of Governing Athletics Regulations to the Associate Athletic Director for Compliance;
- H. Cooperating fully in any investigation of possible NCAA violations conducted or authorized by LSU or the NCAA at any time;
- I. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- J. Reasonably understanding, observing, and upholding LSU’s reasonable, written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student

athletes, and recruiting can be conducted consistently with LSU's mission (provided said mission is reasonable and communicated to COACH in writing);

- K. Using reasonable and good faith personal efforts to cultivate and maintain effective relations with the Board of Supervisors, affiliated foundations, conferences, institutional alumni, the media, the public, students, faculty, staff, and friends of LSU;
- L. Using reasonable efforts to exercise due care and supervision to provide that all student athletes, assistant coaches, other program staff members, and other individuals under or subject to COACH's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;
- M. Using reasonable efforts to promote the goal of LSU, that every student athlete obtain a baccalaureate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student athletes and the faculty and administrators of LSU in connection with the academic pursuits of student athletes;
- N. Performing these duties at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;
- O. Performing all other reasonable duties customarily performed by head coaches in Team's sport of commensurate rank serving other NCAA member institutions.

4. **Term.** The term (“Term”) of this AGREEMENT shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 12 of this Agreement. This Agreement will automatically renew on a monthly basis effective the day after the End Date unless the Agreement has been terminated pursuant to Section 12 or written notice of non-renewal has been given by either party to the other at least 30 days before the End Date.

5. **Base Salary.** LSU agrees to pay COACH the Base Salary Amount annually, in twelve (12) equal monthly installments.

6. **Supplemental Compensation.**
 - A. In addition to the salary described above, COACH each contract year will receive Supplemental Compensation in an amount of Five Thousand and No/100ths dollars (\$5,000.00) for COACH appearing on or participating in, as requested, University sanctioned television, radio and internet programs concerning LSU and the Team. The amount of Supplemental Compensation payable to COACH shall be based on the number of radio, television, and internet programs in which COACH participates or appears and shall be determined by the Athletic Director. Any amount earned by COACH pursuant to this provision shall be considered earned on the date(s) on which COACH appears on or participates in the television, radio, and internet programs and shall be paid within 30 days of the last game played by Team in its season, including any post-season play.
 - B. COACH shall not appear without the prior written approval of the President on, or in, any radio, television, or internet programs or other electronic medium other

than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. COACH shall not appear in or make any commercial or commercial endorsement without the prior written approval of the President and the Athletic Director. Such approval shall not be unreasonably withheld.

7. **Incentive Compensation.**

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

B. **Academic Incentive Compensation.** In the event the multi-year Academic Performance Rate “APR” [as defined by the NCAA] for an individual Swimming & Diving team is 930 or higher in any one contract year, LSU agrees to pay COACH additional compensation in the amount of Five Thousand and No/100 dollars (\$5,000) per contract year. This incentive can only be achieved once per contract year. The additional compensation, if payable, shall be considered earned on the date on which the APR for LSU is released while COACH is employed at LSU and shall be paid within sixty (60) days of such date. Academic Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the foundation. To be eligible for such compensation, COACH must be employed by LSU as of the date on which the incentives are earned.

8. **Retirement and Fringe Benefits.** COACH shall be entitled to participate in the retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts (including state retirement benefits) based only upon the Base Salary Amount and any Post-Season Incentive Compensation. During the term of this Agreement and in accordance with applicable LSU policy and applicable law, COACH will also receive the following benefits, part or all of which may be payable from affiliated foundation funds, subject to approval of LSU and the foundation:

A. Membership(s) in a social club, such as the University Club of Baton Rouge, provided that: (i) monthly dues shall be payable from affiliated foundation funds, subject to approval of such foundation; (ii) business-related (non-personal)

expenses incurred in accordance with LSU and foundation policy will be reimbursed from affiliated foundation funds; and (iii) COACH shall be responsible for payment of all personal charges.

- B. Mobile communications device and service;
- C. An annual automobile allowance in the amount not to exceed \$1,000 per month or, to the extent consistent with state ethics law, use of courtesy vehicle provided by dealership and related insurance reimbursed from affiliated foundation funds; and
- D. COACH will be allowed to invite guest(s) for travel to athletic events as per the LSU Travel Handbook. Any guest(s) must be approved for travel on chartered or commercial transportation by the Athletic Director or his/her designee.
- E. Other customary, reasonable and related employee benefits to be provided by foundations affiliated with LSU, as authorized by the President after a review by the LSU System General Counsel and a determination that such benefits are in compliance with LSU policy and the Louisiana Code of Ethics.

9. Additional Revenue.

Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2 and 11.3, *et seq.*, and LSU's PM-11, COACH may earn or receive other revenue ("Additional Revenue") while employed by LSU provided, however, that COACH shall obtain prior written approval, which approval shall not be unreasonably withheld, from the President before engaging in any commercial or private

venture, including the use of COACH's name by any commercial, public or private entity. COACH shall report annually to the President and the Athletic Director on January 31st, in writing, in compliance with NCAA Bylaw 11.2.2 and 11.2.2.1, and any applicable LSU policy, all athletically-related income from sources outside LSU, and LSU shall have reasonable access to all records of COACH to verify this report. LSU does not guarantee any amount of Additional Revenue.

COACH shall not, without written approval of the President and the Athletic Director, arrange for or agree to the receipt by any assistant coach of any supplemental pay, bonus, or other form of payment from any outside source, except for income earned by assistant coaches from COACH's operation of sports camps, or as otherwise authorized by LSU in accordance with PM-11.

10. **Sports Camps.** COACH, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may operate or work at sports camps/clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps/clinics. COACH shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or interests in such a camp or clinic to any other person or entity, without the prior written approval of the President.

11. **Assignment and Retirement Benefits.**

A. **Assignment.** To the extent permitted by law, COACH may require LSU to contract with a separate legal entity, whether under the control of COACH or not, for the performance of any services by COACH required or authorized under

Sections 6 (Supplemental Compensation, if any) and 10 (Sports Camps). The form of the contract shall be subject to the approval of LSU, which approval shall not be unreasonably withheld.

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

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

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

other than compensation earned prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

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

- (1) Committing a material and substantial violation (including repeated secondary violations) of Governing Athletics Regulations, or failing promptly to report any such violation by another person to the President and the Associate Athletic Director for Compliance;
- (2) Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after COACH knew or had constructive knowledge that it was about to occur or was occurring, or (ii) COACH failed to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletic Department for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
- (3) Committing or being convicted of either: (i) any felony; or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- (4) Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings COACH into substantial public disrepute sufficient to materially impair COACH’s ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or

breaches the high moral and ethical standards applicable to COACH as a visible representative of LSU;

- (5) Unreasonably refusing or repeatedly failing to perform any duties imposed upon COACH herein (including, but not limited to, those duties and responsibilities set forth in Section 3 of this Agreement), or failing to perform the same to the best of COACH's reasonable ability, after written notice to COACH of LSU's reasonable expectation;
- (6) Knowingly committing material or repeated significant violations of any provision of this Agreement, provided said initial violations are not cured within ten (10) days of COACH's receipt of written notice of the same;
- (7) Prolonged absence from LSU without its consent, which will not unreasonably be withheld;
- (8) (i) Intentionally or with reckless disregard for the truth committing fraud in the performance of any duties and responsibilities herein, including, but not limited to, fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or (ii) counseling, instructing, encouraging, or knowingly permitting any other person to commit such fraud;
- (9) (i) Failing to respond reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision

over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any other person to fail to so respond;

- (10) (i) Participating in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any student athlete, assistant coach, or other individual under or subject to COACH's control, authority, or supervision to participate in such activity;
- (11) (i) Furnishing any information or data, other than information or data provided to the general public through press conferences, news releases, and the like, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom COACH knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or (ii) counseling, instructing, or encouraging any student athlete, assistant coach, or other individual under COACH's control, authority, or supervision to furnish such information or data;
- (12) Using or consuming alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair COACH's ability to perform the duties herein;
- (13) Selling, purchasing, using, or possessing any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by

COACH is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.

- (14) Knowingly encouraging or permitting the sale, purchase, use, or possession by any student athlete, assistant coach, or other individual under COACH's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- (15) (i) Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations; or (ii) counseling, instructing, or encouraging any other person to fail to cooperate in such investigation and enforcement;
- (16) Subject to any right of administrative appeal permitted or granted to COACH by the NCAA or SEC, the making or rendition of a finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by COACH of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of COACH which were knowingly and intentionally permitted, encouraged, or condoned by COACH, or about which violations COACH knew or should have known (constructive knowledge), and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this sub-section includes findings or determinations of violations during employment of COACH at any other institution of higher education); or

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

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

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

B. Termination by LSU Without Cause.

- (1) LSU shall have the right to terminate this Agreement without cause upon written notice to COACH. In such event, LSU will pay COACH liquidated damages, in lieu of any and all other legal remedies or equitable relief as detailed below. In the

event of termination by LSU without cause, COACH's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to COACH for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

- (2) Liquidated damages under this Section 12.B will be the Base Salary per year for the remaining term of this Agreement, including any extended term. A partial year shall be pro rated.
- (3) Liquidated damages under this Section 12.B will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the term of this Agreement, including any extended term.
- (4) In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section 12.B shall be reduced and extinguished by and to the extent of any compensation COACH earns, receives, or is entitled to receive from the termination date until LSU's obligation pursuant to this Section 12.B to COACH terminates or ceases to exist. COACH shall exercise due diligence and good faith in seeking other athletically-related employment. In the event COACH obtains such other employment, COACH will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by COACH and the amount of offset due to LSU.

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

C. Termination by COACH Without Cause.

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

- (2) Liquidated damages under this Section 12.C will be 15% of the Base Salary per year for the remaining term of this Agreement, including any extended term. COACH shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.
- (3) Liquidated damages under this Section 12.C may be waived, in the sole discretion of the President, if COACH is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, COACH's length of service with LSU, whether COACH is taking another athletically-related job, the impact the timing of COACH's notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), COACH's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for COACH, and the impact requiring the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.
- (4) The parties have bargained for this liquidated damages provision, giving consideration to the following. This is a contract for personal services. The parties recognize that termination of this Agreement by COACH prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement head coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.

- (5) Unless notice of termination under this Section 12 has been given by either party, neither COACH nor COACH's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletic Director.

D. Suspension or Other Disciplinary Action.

- (1) In lieu of termination for cause, and apart from any rights it may have under Section 12.A, LSU may impose disciplinary sanctions less severe than termination upon COACH, up to and including suspension or leave without pay for a period no longer than ninety (90) days for any act or omission which would be grounds for termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously.
- (2) LSU may suspend COACH for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether COACH has violated any laws or Governing Athletics Regulations. During such suspension, COACH shall receive only the Base Salary, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of COACH, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to COACH the benefits and other compensation

herein otherwise payable to COACH during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this sub-section shall not limit any rights of LSU to terminate COACH for cause.

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

E. **Termination by Death or Disability.** In the event of the death of COACH or the inability of COACH to perform the obligations described in this Agreement by reason of illness or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than one hundred twenty (120) days, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.

F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither COACH nor LSU shall be entitled to receive, and each hereby waives any claim against the

other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or expectation income, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or COACH of information or documents required by law. COACH acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, COACH shall have no right to occupy the position of head coach of Team and that COACH's sole remedies are provided herein and shall not extend to injunctive relief. COACH further acknowledges and agrees that COACH is not eligible for will not be considered for or granted tenure by LSU.

- G. **Key Man Insurance.** LSU or its affiliated athletic foundation, at the sole discretion of LSU, shall have the right at any time during the term of this Agreement to take out key man insurance or other insurance on the life of COACH. COACH shall reasonably cooperate in the underwriting and issuance of any such insurance.

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

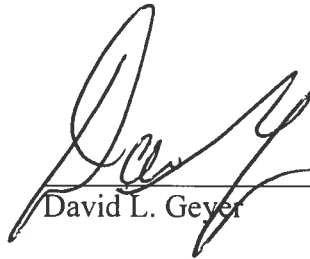
16. **Amendments to Contract.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by COACH, such approval and acceptance to be acknowledged in writing.
17. **Severability.** If any provision of this Agreement shall be deemed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

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

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

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

By: _____
F. King Alexander, Ph.D., President Date

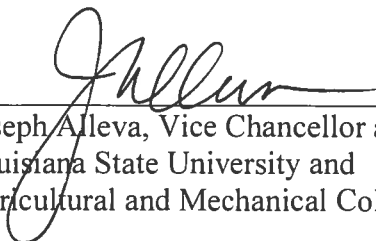


David L. Geyer

6/21/13

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

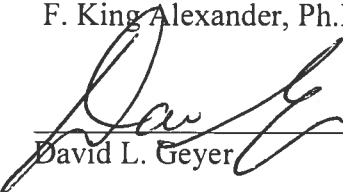
Schedule A – Supplemental Terms for David L. Geyer

This Schedule A supplements and further defines the provisions of the Employment Agreement dated July 1, 2018 entered into between LSU and David L. Geyer, 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.

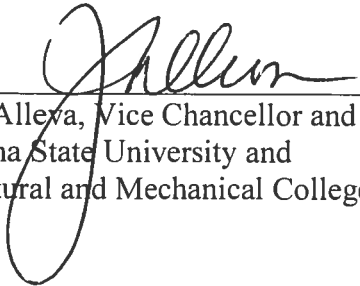
1. Subject to the terms and conditions set forth in section 7.A of the Agreement, EMPLOYEE shall receive Post-Season Incentive Compensation in the amounts, and based on attaining the goals as outlined in the most recent Additional Compensation Policy for Post-Season Athletics approved by LSU at the time the additional compensation is attained.
2. All other provisions of the Agreement remain unchanged by this Schedule A.

Schedule A Approved:

By: _____
F. King Alexander, Ph.D., President

 _____ 6/21/18
David L. Geyer

RECOMMENDED:

 _____
Joseph Alleya, 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



Summary of Athletic Coaching Contract Douglas Shaffer, Co-Head Coach Swimming & Diving

		<i>Current</i>	<i>Proposed</i>	<i>Change</i>	<i>%</i>	<i>Notes</i>
<i>Basic</i>	Term Ends	6/30/2018	6/30/2020	2 year		a
	Base Salary	\$ 105,000	\$ 110,000	\$ 5,000	5%	a
	Supplemental Comp.	\$ 5,000	\$ 5,000	\$ -		a
<i>Incentive</i>	Post-Season (max)	\$ 37,800	\$ 39,600	\$ 1,800	5%	b
	Academic (max)	\$ 5,000	\$ 5,000	\$ -		a
<i>Benefits</i>	Automobile	\$ 12,000	\$ 12,000	\$ -		a
	Other					c
Total Certain Compensation		\$ 110,000	\$ 115,000	\$ 5,000	5%	d

Notes

(a) Coach Shaffer's previous two year contract expires on June 30, 2018. This contract includes a two year extension and salary increase. Base salary for fiscal year 2020, increases to \$115,000. Automobile payment is up to \$1,000/month.

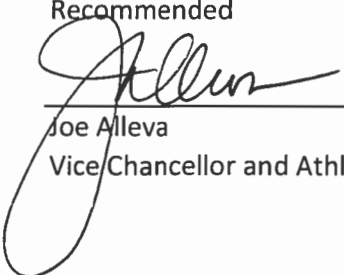
(b) Post-season incentive is based on Board Policy which allows up to 36% of base salary for team SEC and NCAA performance.

(c) Not applicable

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

This document summarizes the key terms of the proposed employment contract for the athletic coach named above. Unless noted otherwise, the contract is attached and is based on the standard template normally used by LSU for contracts of this type. The campus recommends approval by the Board.

Recommended



Joe Alleva
Vice Chancellor and Athletic Director

Reviewed, No Objections

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

Tom Skinner, LSU General Counsel

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of this 1st day of July 2016, 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 Douglas J. Shaffer (“COACH”):

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

A. “LSU A&M”: The campus of LSU which is located in Baton Rouge, Louisiana.

B. “President”: The President of LSU A&M.

C. “Athletic Director”: The Director of Athletics at LSU A&M.

D. “Base Salary Amount”: The annual sum of:

One Hundred Ten Thousand and No/100ths dollars (\$110,000.00) – Effective July 1, 2018 – June 30, 2019.

One Hundred Fifteen Thousand and No/100ths dollars (\$115,000.00) – Effective July 1, 2019 – June 30, 2020.

E. “Start Date”: July 1, 2018.

F. “End Date”: June 30, 2020.

G. “Program”: The intercollegiate Men’s and Women’s Swimming & Diving program at LSU A&M.

H. “Team”: The intercollegiate athletic team which is a part of the Program.

2. **Employment.** LSU does hereby employ COACH as Co-Head Coach of the Team. COACH will report directly to the Athletic Director and through the Athletic Director to the President. COACH will be responsible for the Program at LSU A&M. It is understood, however, that LSU retains the right to assign COACH to other positions within LSU with different duties without penalty during the term of this Agreement, provided that COACH will not be assigned to any position which is not consistent with Employee's education and training. COACH hereby agrees to accept such employment and to devote full-time attention to the performance of the duties herein.

3. **Duties and Responsibilities.** As Co-Head Coach of Team, COACH's duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletic Director:
 - A. Administering, managing, and leading the Program in a professionally appropriate and competent manner;

 - B. Administering, managing, and leading the Program in an effort to effectively compete in National Collegiate Athletic Association (NCAA) play;

 - C. Hiring and managing the assistant coaches and other athletic staff necessary and appropriate to assist COACH in meeting the responsibilities herein;

 - D. Directing the Program, including management of staff, budget, and other resources;

- E. Being reasonably knowledgeable, with reasonable assistance of LSU, of: (i) applicable federal and state laws governing intercollegiate athletics; and (ii) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the NCAA, the Southeastern Conference (SEC), LSU, and any other conference or organization of which LSU is or becomes a member during the term of this Agreement; all hereinafter collectively referred to as “**Governing Athletics Regulations**”;
- F. Assuring and monitoring compliance with Governing Athletics Regulations by COACH and all student athlete members of the Team, assistant coaches, other Program staff members, and other individuals under or subject to COACH’s direct control, authority, or supervision;
- G. Promptly reporting any violation of Governing Athletics Regulations to the Associate Athletic Director for Compliance;
- H. Cooperating fully in any investigation of possible NCAA violations conducted or authorized by LSU or the NCAA at any time;
- I. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- J. Reasonably understanding, observing, and upholding LSU’s reasonable, written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student

athletes, and recruiting can be conducted consistently with LSU's mission (provided said mission is reasonable and communicated to COACH in writing);

- K. Using reasonable and good faith personal efforts to cultivate and maintain effective relations with the Board of Supervisors, affiliated foundations, conferences, institutional alumni, the media, the public, students, faculty, staff, and friends of LSU;
- L. Using reasonable efforts to exercise due care and supervision to provide that all student athletes, assistant coaches, other program staff members, and other individuals under or subject to COACH's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;
- M. Using reasonable efforts to promote the goal of LSU, that every student athlete obtain a baccalaureate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student athletes and the faculty and administrators of LSU in connection with the academic pursuits of student athletes;
- N. Performing these duties at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;
- O. Performing all other reasonable duties customarily performed by head coaches in Team's sport of commensurate rank serving other NCAA member institutions.

4. **Term.** The term (“Term”) of this AGREEMENT shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 12 of this Agreement. This Agreement will automatically renew on a monthly basis effective the day after the End Date unless the Agreement has been terminated pursuant to Section 12 or written notice of non-renewal has been given by either party to the other at least 30 days before the End Date.

5. **Base Salary.** LSU agrees to pay COACH the Base Salary Amount annually, in twelve (12) equal monthly installments.

6. **Supplemental Compensation.**
 - A. In addition to the salary described above, COACH each contract year will receive Supplemental Compensation in an amount of Five Thousand and No/100ths dollars (\$5,000.00) for COACH appearing on or participating in, as requested, University sanctioned television, radio and internet programs concerning LSU and the Team. The amount of Supplemental Compensation payable to COACH shall be based on the number of radio, television, and internet programs in which COACH participates or appears and shall be determined by the Athletic Director. Any amount earned by COACH pursuant to this provision shall be considered earned on the date(s) on which COACH appears on or participates in the television, radio, and internet programs and shall be paid within 30 days of the last game played by Team in its season, including any post-season play.
 - B. COACH shall not appear without the prior written approval of the President on, or in, any radio, television, or internet programs or other electronic medium other

than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. COACH shall not appear in or make any commercial or commercial endorsement without the prior written approval of the President and the Athletic Director. Such approval shall not be unreasonably withheld.

7. **Incentive Compensation.**

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

B. **Academic Incentive Compensation.** In the event the multi-year Academic Performance Rate “APR” [as defined by the NCAA] for an individual Swimming & Diving team is 930 or higher in any one contract year, LSU agrees to pay COACH additional compensation in the amount of Five Thousand and No/100 dollars (\$5,000) per contract year. This incentive can only be achieved once per contract year. The additional compensation, if payable, shall be considered earned on the date on which the APR for LSU is released while COACH is employed at LSU and shall be paid within sixty (60) days of such date. Academic Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the foundation. To be eligible for such compensation, COACH must be employed by LSU as of the date on which the incentives are earned.

8. **Retirement and Fringe Benefits.** COACH shall be entitled to participate in the retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts (including state retirement benefits) based only upon the Base Salary Amount and any Post-Season Incentive Compensation. During the term of this Agreement and in accordance with applicable LSU policy and applicable law, COACH will also receive the following benefits, part or all of which may be payable from affiliated foundation funds, subject to approval of LSU and the foundation:

A. Membership(s) in a social club, such as the University Club of Baton Rouge, provided that: (i) monthly dues shall be payable from affiliated foundation funds, subject to approval of such foundation; (ii) business-related (non-personal)

expenses incurred in accordance with LSU and foundation policy will be reimbursed from affiliated foundation funds; and (iii) COACH shall be responsible for payment of all personal charges.

- B. Mobile communications device and service;
- C. An annual automobile allowance in the amount not to exceed \$1,000 per month or, to the extent consistent with state ethics law, use of courtesy vehicle provided by dealership and related insurance reimbursed from affiliated foundation funds; and
- D. COACH will be allowed to invite guest(s) for travel to athletic events as per the LSU Travel Handbook. Any guest(s) must be approved for travel on chartered or commercial transportation by the Athletic Director or his/her designee.
- E. Other customary, reasonable and related employee benefits to be provided by foundations affiliated with LSU, as authorized by the President after a review by the LSU System General Counsel and a determination that such benefits are in compliance with LSU policy and the Louisiana Code of Ethics.

9. Additional Revenue.

Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2 and 11.3, *et seq.*, and LSU's PM-11, COACH may earn or receive other revenue ("Additional Revenue") while employed by LSU provided, however, that COACH shall obtain prior written approval, which approval shall not be unreasonably withheld, from the President before engaging in any commercial or private

venture, including the use of COACH's name by any commercial, public or private entity. COACH shall report annually to the President and the Athletic Director on January 31st, in writing, in compliance with NCAA Bylaw 11.2.2 and 11.2.2.1, and any applicable LSU policy, all athletically-related income from sources outside LSU, and LSU shall have reasonable access to all records of COACH to verify this report. LSU does not guarantee any amount of Additional Revenue.

COACH shall not, without written approval of the President and the Athletic Director, arrange for or agree to the receipt by any assistant coach of any supplemental pay, bonus, or other form of payment from any outside source, except for income earned by assistant coaches from COACH's operation of sports camps, or as otherwise authorized by LSU in accordance with PM-11.

10. Sports Camps. COACH, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may operate or work at sports camps/clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps/clinics. COACH shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or interests in such a camp or clinic to any other person or entity, without the prior written approval of the President.

11. Assignment and Retirement Benefits.

A. **Assignment.** To the extent permitted by law, COACH may require LSU to contract with a separate legal entity, whether under the control of COACH or not, for the performance of any services by COACH required or authorized under

Sections 6 (Supplemental Compensation, if any) and 10 (Sports Camps). The form of the contract shall be subject to the approval of LSU, which approval shall not be unreasonably withheld.

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

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

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

other than compensation earned prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

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

- (1) Committing a material and substantial violation (including repeated secondary violations) of Governing Athletics Regulations, or failing promptly to report any such violation by another person to the President and the Associate Athletic Director for Compliance;
- (2) Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after COACH knew or had constructive knowledge that it was about to occur or was occurring, or (ii) COACH failed to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletic Department for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
- (3) Committing or being convicted of either: (i) any felony; or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- (4) Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings COACH into substantial public disrepute sufficient to materially impair COACH’s ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or

breaches the high moral and ethical standards applicable to COACH as a visible representative of LSU;

- (5) Unreasonably refusing or repeatedly failing to perform any duties imposed upon COACH herein (including, but not limited to, those duties and responsibilities set forth in Section 3 of this Agreement), or failing to perform the same to the best of COACH's reasonable ability, after written notice to COACH of LSU's reasonable expectation;
- (6) Knowingly committing material or repeated significant violations of any provision of this Agreement, provided said initial violations are not cured within ten (10) days of COACH's receipt of written notice of the same;
- (7) Prolonged absence from LSU without its consent, which will not unreasonably be withheld;
- (8) (i) Intentionally or with reckless disregard for the truth committing fraud in the performance of any duties and responsibilities herein, including, but not limited to, fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or (ii) counseling, instructing, encouraging, or knowingly permitting any other person to commit such fraud;
- (9) (i) Failing to respond reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision

over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any other person to fail to so respond;

- (10) (i) Participating in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any student athlete, assistant coach, or other individual under or subject to COACH's control, authority, or supervision to participate in such activity;
- (11) (i) Furnishing any information or data, other than information or data provided to the general public through press conferences, news releases, and the like, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom COACH knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or (ii) counseling, instructing, or encouraging any student athlete, assistant coach, or other individual under COACH's control, authority, or supervision to furnish such information or data;
- (12) Using or consuming alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair COACH's ability to perform the duties herein;
- (13) Selling, purchasing, using, or possessing any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by

COACH is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.

- (14) Knowingly encouraging or permitting the sale, purchase, use, or possession by any student athlete, assistant coach, or other individual under COACH's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- (15) (i) Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations; or (ii) counseling, instructing, or encouraging any other person to fail to cooperate in such investigation and enforcement;
- (16) Subject to any right of administrative appeal permitted or granted to COACH by the NCAA or SEC, the making or rendition of a finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by COACH of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of COACH which were knowingly and intentionally permitted, encouraged, or condoned by COACH, or about which violations COACH knew or should have known (constructive knowledge), and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this sub-section includes findings or determinations of violations during employment of COACH at any other institution of higher education); or

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

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

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

B. Termination by LSU Without Cause.

- (1) LSU shall have the right to terminate this Agreement without cause upon written notice to COACH. In such event, LSU will pay COACH liquidated damages, in lieu of any and all other legal remedies or equitable relief as detailed below. In the

event of termination by LSU without cause, COACH's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to COACH for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

- (2) Liquidated damages under this Section 12.B will be the Base Salary per year for the remaining term of this Agreement, including any extended term. A partial year shall be pro rated.
- (3) Liquidated damages under this Section 12.B will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the term of this Agreement, including any extended term.
- (4) In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section 12.B shall be reduced and extinguished by and to the extent of any compensation COACH earns, receives, or is entitled to receive from the termination date until LSU's obligation pursuant to this Section 12.B to COACH terminates or ceases to exist. COACH shall exercise due diligence and good faith in seeking other athletically-related employment. In the event COACH obtains such other employment, COACH will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by COACH and the amount of offset due to LSU.

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

C. Termination by COACH Without Cause.

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

- (2) Liquidated damages under this Section 12.C will be 15% of the Base Salary per year for the remaining term of this Agreement, including any extended term. COACH shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.
- (3) Liquidated damages under this Section 12.C may be waived, in the sole discretion of the President, if COACH is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, COACH's length of service with LSU, whether COACH is taking another athletically-related job, the impact the timing of COACH's notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), COACH's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for COACH, and the impact requiring the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.
- (4) The parties have bargained for this liquidated damages provision, giving consideration to the following. This is a contract for personal services. The parties recognize that termination of this Agreement by COACH prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement head coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.

- (5) Unless notice of termination under this Section 12 has been given by either party, neither COACH nor COACH's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletic Director.

D. Suspension or Other Disciplinary Action.

- (1) In lieu of termination for cause, and apart from any rights it may have under Section 12.A, LSU may impose disciplinary sanctions less severe than termination upon COACH, up to and including suspension or leave without pay for a period no longer than ninety (90) days for any act or omission which would be grounds for termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously.
- (2) LSU may suspend COACH for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether COACH has violated any laws or Governing Athletics Regulations. During such suspension, COACH shall receive only the Base Salary, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of COACH, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to COACH the benefits and other compensation

herein otherwise payable to COACH during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this sub-section shall not limit any rights of LSU to terminate COACH for cause.

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

E. **Termination by Death or Disability.** In the event of the death of COACH or the inability of COACH to perform the obligations described in this Agreement by reason of illness or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than one hundred twenty (120) days, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.

F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither COACH nor LSU shall be entitled to receive, and each hereby waives any claim against the

other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or expectation income, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or COACH of information or documents required by law. COACH acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, COACH shall have no right to occupy the position of head coach of Team and that COACH's sole remedies are provided herein and shall not extend to injunctive relief. COACH further acknowledges and agrees that COACH is not eligible for will not be considered for or granted tenure by LSU.

- G. **Key Man Insurance.** LSU or its affiliated athletic foundation, at the sole discretion of LSU, shall have the right at any time during the term of this Agreement to take out key man insurance or other insurance on the life of COACH. COACH shall reasonably cooperate in the underwriting and issuance of any such insurance.

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

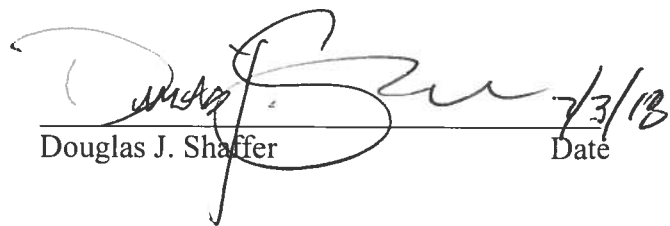
16. **Amendments to Contract.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by COACH, such approval and acceptance to be acknowledged in writing.
17. **Severability.** If any provision of this Agreement shall be deemed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

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

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

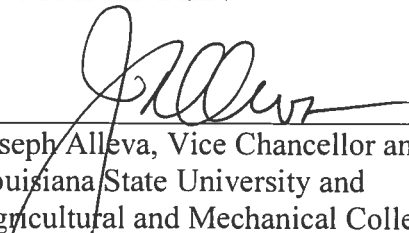
BOARD OF SUPERVISORS OF LOUISIANA
STATE UNIVERSITY AND AGRICULTURAL
AND MECHANICAL COLLEGE

By: _____
F. King Alexander, Ph.D., President Date



Douglas J. Shaffer Date 7/3/18

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

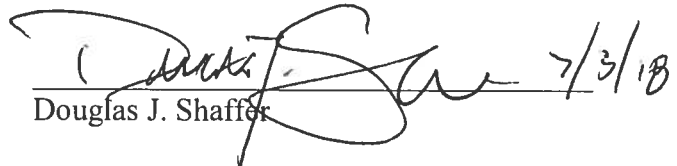
Schedule A – Supplemental Terms for Douglas J. Shaffer

This Schedule A supplements and further defines the provisions of the Employment Agreement dated July 1, 2018 entered into between LSU and Douglas J. Shaffer, 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 as outlined in the most recent Additional Compensation Policy for Post-Season Athletics approved by LSU at the time the additional compensation is attained.
2. All other provisions of the Agreement remain unchanged by this Schedule A.

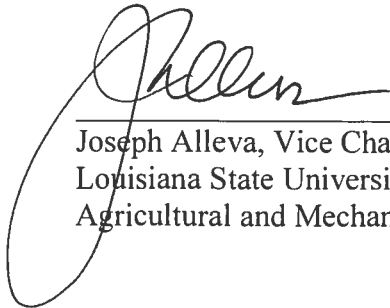
Schedule A Approved:

By: _____
F. King Alexander, Ph.D., President

 7/3/18

Douglas J. Shaffer

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



Request from LSU Shreveport to Approve Employment Contracts with Three Head Coaches

To: Members of the Board of Supervisors

Date: October 4, 2018

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

A.11.b. Appointments and all other personnel actions relating to Head Coaches and Athletic Directors.

1. Summary of the Matter

This resolution seeks approval of the proposed employment contracts for Kyle Blankenship, Head Coach Men’s Basketball; Matthew Cross, Head Coach Women’s Basketball; and Brent Lavallee, Head Coach Baseball. The key terms of the proposed contracts are summarized below:

<u>Coach</u>	<u>Contract Action</u>	<u>Term</u>		<u>Total Certain Compensation</u>			
		<u>Current</u>	<u>Proposed</u>	<u>Current</u>	<u>Proposed Year 1</u>	<u>Proposed Year 2</u>	<u>Overall Increase</u>
Kyle Blankenship	Extension	6/30/2018	6/30/2020	\$57,680	\$70,000	\$72,500	25.7%
Matthew Cross	Extension	6/30/2018	6/30/2020	\$55,550	\$58,000	\$59,250	6.7%
Brent Lavallee	Extension	6/30/2018	6/30/2020	\$51,500	\$54,000	\$55,250	7.3%

2. Review of Business Plan

Not applicable.

3. Fiscal Impact

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

4. Review of Documents Related to Referenced Matter

The Office of General Counsel has reviewed the proposed contracts.

ATTACHMENTS

- I. Memorandum of Agreement: Kyle Blankenship, Head Coach Men’s Basketball
- II. Memorandum of Agreement: Matthew Cross, Head Coach Women’s Basketball
- III. Memorandum of Agreement: Brent Lavallee, Head Coach Baseball

RECOMMENDATION

Based on the recommendation of the LSUS Chancellor and Athletic Director, it is recommended that the Board authorize the President to sign the proposed contracts with the listed coaches.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes Dr. F. King Alexander, President, or his designee, to sign the contracts with Kyle Blankenship, Matthew Cross, and Brent Lavalley 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.

LOUISIANA STATE UNIVERSITY IN SHREVEPORT

**CONTRACT OF EMPLOYMENT
for KYLE BLANKENSHIP**

STATE OF LOUISIANA

PARISH OF CADDO

THIS AGREEMENT, made and entered into as of this 1st day of July, 2018, by and between Louisiana State University in Shreveport (hereinafter "University") represented by Lawrence Clark, Chancellor, the Louisiana State University in Shreveport Foundation (hereinafter "Foundation") and Kyle Blankenship, Head Men's Basketball Coach (hereinafter "COACH") of Louisiana State University in Shreveport . This agreement is subject to the approval of the Board of Supervisors for the Louisiana State University System (hereinafter "Board"), the management board for Louisiana State University in Shreveport and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the board.

WITNESSETH:

WHEREAS, the University requires the services of a Head Men's Basketball Coach and has selected the coach to perform those services,

NOW, THEREFORE, the parties agree as follows:

1. EMPLOYMENT

The University does hereby employ Kyle Blankenship as Head Men's Basketball Coach at Louisiana State University in Shreveport, and Kyle Blankenship does hereby accept said employment and agrees to perform all those services pertaining to Head Men's Basketball Coach as prescribed by the University through the Chancellor and the Director of Athletics.

- 1.1. COACH shall be responsible, and shall report, directly to Louisiana State University in Shreveport 's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of Louisiana State University in Shreveport's Chancellor.
- 1.2. COACH shall manage and supervise the team and shall perform such other duties in Louisiana State University in Shreveport 's athletic program as the Director may assign.
- 1.3. COACH agrees to represent Louisiana State University in Shreveport positively in public and private forums and shall not engage in conduct that reflects adversely on Louisiana State University in Shreveport or its athletic programs.
- 1.4. COACH agrees to use his position as Head Men's Basketball Coach to assist in external fund/revenue-raising (that can include revenue after expenses from summer camps deposited into the program support fund) with annual goals set forth by the Chancellor through the Director of Athletics for:

Year One: \$15,000
Year Two: \$17,250

2. **TERM**

The employment under the terms of this contract shall be for the period of July 1, 2018 to June 30, 2020, subject to approval of the Board. This agreement is renewable solely upon an offer from the University and an acceptance by COACH, both of which must be in writing and signed by all the parties and approved by the Board. This agreement in no way grants the COACH a claim to tenure in employment, nor shall COACH's service pursuant to this agreement count in any way toward tenure at the University.

3. **UNIVERSITY SALARY**

The University shall pay COACH an annual salary payable in 12 equal installments as follows:

First Year of Contract

Fiscal Year 2019 (starting July 2018, ending June 2019) (\$70,000) Dollars payable in 12 equal installments:

Second Year of Contract

Fiscal Year 2020 (starting July 2019, ending June 2020) (\$72,500) Dollars payable in 12 equal installments:

- 3.1. The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be in accordance with Section 9.

4. **EMPLOYEE BENEFITS**

COACH shall participate in the mandatory employee benefit plans and be eligible for optional employee benefit plans as would any other University unclassified employee based upon his annual University salary only.

5. **CAMPS AND CLINICS**

5.1 COACH may operate and receive additional compensation for camps/clinics as outlined in the athletic department's policy regulating camps and clinics.

- a. All revenues from university camps/clinics will be deposited into the men's basketball operating budget or Foundation account. After all expenses are met, COACH may use up to the amount of surplus remaining of the camp funds to pay his assistant coaches at his discretion.
- b. Camps operated through the University budget will not be subject to facility fees.
- c. Conducting camps and clinics is considered a part of COACH's job description related to promoting the University and the athletic department; thus, COACH will not be required to take leave while conducting camps run through the University budget.
- d. COACH's University budget will not be charged for a personal injury insurance policy approved by the University for camp/clinic participants, but instead will fall under the University coverage for camps/clinics.

- e. The Director of Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of the camps.

5.2 Private Camps

- a. COACH may operate a camp for the teaching of athletic pursuits on University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by University policy.
- b. It is specifically agreed that in the operation of such camps, COACH acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.
 - i. Special set-ups or changes in original set-up of facilities will be taken care of by COACH with no cost to the University.
 - ii. COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
 - iii. COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors for the Louisiana State University System, the University, and its agents and servants, are named as the insured (or as an additional insured) which provides:
 - o Workers' Compensation and Employers Liability: Workers Compensation limits are required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps and clinics.
 - o Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 - iv. Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
 - v. Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
 - vi. COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
 - vii. COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

- c. The Director of Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.

6. INCENTIVE COMPENSATION

- a. **Post-Season Incentive Compensation.** In the event the Team meets the items outlined below, University agrees to pay COACH for Post-Season Incentive Compensation as additional compensation for the extra services required of COACH in the preparation for and participation in post-season play. The additional sum or sums, if payable, shall be considered earned on the dates(s) services are provided for each game at which a post-season goal is attained (or, for RRAC Regular Season Champion, the date of the last RRAC game in Team's sport played by any RRAC team during the regular season) and shall be paid within sixty (60) days following the final post-season game in which the Team participates. This Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth below. Post-Season Incentive Compensation may be payable from affiliated foundation funds, subject to approval of the University and the Foundation. To be eligible for such compensation, COACH must provide additional services required in the preparation for and participation in post-season play and must be employed by LSUS as of the date on which the incentives are earned.
 - i. **Red River Athletic Conference Regular Season Championship**
Five Hundred and No/100 dollars (\$500)
 - ii. **Red River Athletic Conference Tournament Championship**
Five Hundred and No/100 dollars (\$500)
 - iii. **National Association of Intercollegiate Athletics National Tournament**
Two Hundred Fifty and No/100 dollars (\$250) per win, maximum of Twelve Hundred Fifty and No/100 dollars (\$1250)
 - iv. **National Association of Intercollegiate Athletics National Championship**
Fifteen hundred and No/100 dollars (\$1500)
- b. **Academic Incentive Compensation.** In the event the cumulative Grade Point Average (GPA) of all members of the Team meets or exceeds a 3.0 mark for the Fall and Spring semesters combined in any one contract year, the University agrees to pay COACH additional compensation in the amount of Five Hundred and No/100 dollars (\$500) per contract year. The additional compensation, if payable, shall be considered earned on the date on which the GPA for the University is released while COACH is employed at the University and shall be paid within sixty (60) days of such date. Academic Incentive Compensation may be payable from affiliated foundation funds, subject to approval of the University and the Foundation. To be eligible for such compensation, COACH must be employed by the University as of the date on which the incentives are earned.
- c. **Coach of the Year Compensation.** In the event COACH is named "Coach of the Year" by any of the organizations outlined below, the University agrees to pay COACH for Coach of the Year Compensation. The additional compensation, if payable, shall be considered earned on the date on which the organization naming COACH as "Coach of the Year" announces such while COACH is employed at the University and shall be paid within sixty (60) days of such date. Coach of the Year Compensation may be payable from affiliated foundation funds, subject to approval of the University and the Foundation. To be eligible for such compensation, COACH must be employed by the University as of the date on which the incentives are earned.

- i. **Red River Athletic Conference, Louisiana Sports Writers' Association, Louisiana Basketball Coaches' Association** – Five Hundred and No/100 dollars (\$500)

NOTE: This incentive may be achieved a maximum of one (1) time by receiving award from any one of the three (3) organizations listed. Receiving award from two or more of the organizations listed will result in incentive being payable to COACH only one (1) time.

- ii. **National Association of Intercollegiate Athletics** – One Thousand and No/100 dollars (\$1000)

7. **OUTSIDE INCOME**

COACH shall be authorized to earn other revenue while employed by the University but such activities are independent of his University employment and the University shall have no responsibility for any claims arising there from. All outside income will be subject to approval in accordance with the Board of Supervisors for the Louisiana State University System policies.

COACH shall report annually on the PM-11 to the Chancellor through the Athletic Director each year all athletically related income received from sources outside the University. The University shall have reasonable access to all records of COACH to verify this report.

8. **STANDARDS OF CONDUCT AND COMPLIANCE WITH NAIA AND CONFERENCE REGULATIONS**

COACH shall abide by the rules and regulations of the NAIA, Conference and University rules. If COACH is personally found to be in violation of NAIA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the NAIA enforcement procedures. COACH may be suspended for a period of time, without pay, or employment of COACH may be terminated if COACH is found to be personally guilty of deliberate and serious violations of NAIA, Conference and University regulations.

COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, federal laws, other state laws and the policies and regulations of the Louisiana State University System. In public appearances he shall at all times conduct himself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.

9. **TERMINATION**

Termination Without Cause: Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, the University will obtain approval from the Chancellor of the University. If the University terminates the agreement without cause, the COACH shall be entitled to 50% of the base salary that he would have earned for the second year of this contract, less compensation received by the COACH from any other employment. The University would be responsible for the current fiscal year compensation, through the end of the fiscal year (June 30th).

The liquidated damages shall be due and payable in a lump sum within sixty (60) days of COACH's final date of employment at Louisiana State University in Shreveport.

Failure to make reasonable efforts to secure employment shall be cause for termination of this agreement, and release of the University and the LSUS Foundation of any obligations to make further payments.

Termination For Cause: Should COACH's contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this agreement past the effective date of termination. Just cause for termination shall include, but not be limited to, violation or gross disregard of state or federal laws, NAIA or conference regulations or university policies or procedures.

COACH may be terminated by the University for Cause at any time for the following:

- i. Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- ii. Misconduct that: (1) violates state or university ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University.
- iii. Acts of violence or personal conduct or condoning or encouraging employees or student athletes in such conduct, which may not warrant criminal prosecution, but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.
- iv. Substantial and manifest incompetence.
- v. Gross violation or disregard of state or federal laws (excluding minor traffic offenses or non-criminal offenses).
- vi. Deliberate and serious violations of NAIA, conference, or University rules, regulations, policies or procedures.
- vii. Failure to promote an atmosphere of compliance
- viii. Unethical conduct

The judgment as to whether the conduct of the COACH constitutes cause under this provision shall not be exercised arbitrarily or capriciously by the University.

Termination for Financial Exigency: COACH may be terminated at any time due to the financial circumstances in which the University and/or the Louisiana State University System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive six (6) months' notice of termination or six (6) months regular pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

10. **ASSOCIATE/ASSISTANT COACHES**

COACH shall have the authority to select the associate and assistant coaches with consent of the Director of Athletics and Chancellor. Associate and assistant coaches shall be appointed as University unclassified employees.

11. **UNIVERSITY FUNDRAISING**

All fundraising activities by COACH must be pre-approved by the Athletic Director, or his designee, to ensure that such activities are in compliance with University policies.

12. **AMENDMENT EXTENSION**

This Contract may be amended and/or extended by the mutual consent of the parties, and approved by the Board.

13. **SEVERABILITY**

If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.

14. **FORCE MAJEURE**

Neither party shall be considered in default performance of her or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.


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


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

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

By:  _____ 8/7/18
Kyle Blankenship Date

RECOMMENDED:

 _____ 8/6/18
Lucas Morgan, Director of Athletics Date
Louisiana State University in Shreveport

 _____ 8/7/18
Lawrence Clark, Chancellor Date
Louisiana State University in Shreveport

LOUISIANA STATE UNIVERSITY IN SHREVEPORT

**CONTRACT OF EMPLOYMENT
for MATTHEW CROSS**

STATE OF LOUISIANA

PARISH OF CADDO

THIS AGREEMENT, made and entered into as of this 1st day of July, 2018, by and between Louisiana State University in Shreveport (hereinafter "University") represented by Lawrence Clark, Chancellor, the Louisiana State University in Shreveport Foundation (hereinafter "Foundation") and Matthew Cross, Head Women's Basketball Coach (hereinafter "COACH") of Louisiana State University in Shreveport . This agreement is subject to the approval of the Board of Supervisors for the Louisiana State University System (hereinafter "Board"), the management board for Louisiana State University in Shreveport and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the board.

WITNESSETH:

WHEREAS, the University requires the services of a Head Women's Basketball Coach and has selected the coach to perform those services,

NOW, THEREFORE, the parties agree as follows:

1. EMPLOYMENT

The University does hereby employ Matthew Cross as Head Women's Basketball Coach at Louisiana State University in Shreveport, and Matthew Cross does hereby accept said employment and agrees to perform all those services pertaining to Head Women's Basketball Coach as prescribed by the University through the Chancellor and the Director of Athletics.

- 1.1. COACH shall be responsible, and shall report, directly to Louisiana State University in Shreveport 's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of Louisiana State University in Shreveport's Chancellor.
- 1.2. COACH shall manage and supervise the team and shall perform such other duties in Louisiana State University in Shreveport 's athletic program as the Director may assign.
- 1.3. COACH agrees to represent Louisiana State University in Shreveport positively in public and private forums and shall not engage in conduct that reflects adversely on Louisiana State University in Shreveport or its athletic programs.
- 1.4. COACH agrees to use his position as Head Women's Basketball Coach to assist in external fund/revenue-raising (that can include revenue after expenses from summer camps deposited into the program support fund) with annual goals set forth by the Chancellor through the Director of Athletics for:

Year One Goal: \$5,000

Year Two Goal: \$7,500

2. **TERM**

The employment under the terms of this contract shall be for the period of July 1, 2018 to June 30, 2020, subject to approval of the Board. This agreement is renewable solely upon an offer from the University and an acceptance by COACH, both of which must be in writing and signed by all the parties and approved by the Board. This agreement in no way grants the COACH a claim to tenure in employment, nor shall COACH's service pursuant to this agreement count in any way toward tenure at the University.

3. **UNIVERSITY SALARY**

The University shall pay COACH an annual salary payable in 12 equal installments as follows:

First Year of Contract

Fiscal Year 2019 (starting July 2018, ending June 2019) (\$58,000) Dollars payable in 12 equal installments:

Second Year of Contract

Fiscal Year 2020 (starting July 2019, ending June 2020) (\$59,250) Dollars payable in 12 equal installments:

- 3.1. The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be in accordance with Section 9.

4. **EMPLOYEE BENEFITS**

COACH shall participate in the mandatory employee benefit plans and be eligible for optional employee benefit plans as would any other University unclassified employee based upon his annual University salary only.

5. **CAMPS AND CLINICS**

5.1 COACH may operate and receive additional compensation for camps/clinics as outlined in the athletic department's policy regulating camps and clinics.

- a. All revenues from university camps/clinics will be deposited into the Women's Basketball operating budget or Foundation account. After all expenses are met, COACH may use up to the amount of surplus remaining of the camp funds to pay his assistant coaches at his discretion.
- b. Camps operated through the University budget will not be subject to facility fees.
- c. Conducting camps and clinics is considered a part of COACH's job description related to promoting the University and the athletic department; thus, COACH will not be required to take leave while conducting camps run through the University budget.
- d. COACH's University budget will not be charged for a personal injury insurance policy approved by the University for camp/clinic participants, but instead will fall under the University coverage for camps/clinics.

- e. The Director of Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of the camps.

5.2 Private Camps

- a. COACH may operate a camp for the teaching of athletic pursuits on University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by University policy.
- b. It is specifically agreed that in the operation of such camps, COACH acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.
 - i. Special set-ups or changes in original set-up of facilities will be taken care of by COACH with no cost to the University.
 - ii. COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
 - iii. COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors for the Louisiana State University System, the University, and its agents and servants, are named as the insured (or as an additional insured) which provides:
 - o Workers' Compensation and Employers Liability: Workers Compensation limits are required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps and clinics.
 - o Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 - iv. Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
 - v. Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
 - vi. COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
 - vii. COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

- c. The Director of Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.

6. INCENTIVE COMPENSATION

- a. **Post-Season Incentive Compensation.** In the event the Team meets the items outlined below, University agrees to pay COACH for Post-Season Incentive Compensation as additional compensation for the extra services required of COACH in the preparation for and participation in post-season play. The additional sum or sums, if payable, shall be considered earned on the dates(s) services are provided for each game at which a post-season goal is attained (or, for RRAC Regular Season Champion, the date of the last RRAC game in Team's sport played by any RRAC team during the regular season) and shall be paid within sixth (60) days following the final post-season game in which the Team participates. This Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth below. Post-Season Incentive Compensation may be payable from affiliated foundation funds, subject to approval of the University and the Foundation. To be eligible for such compensation, COACH must provide additional services required in the preparation for and participation in post-season play and must be employed by LSUS as of the date on which the incentives are earned.
 - i. **Red River Athletic Conference Regular Season Championship**
Five Hundred and No/100 dollars (\$500)
 - ii. **Red River Athletic Conference Tournament Championship**
Five Hundred and No/100 dollars (\$500)
 - iii. **National Association of Intercollegiate Athletics National Tournament**
Two Hundred Fifty and No/100 dollars (\$250) per win, maximum of Twelve Hundred Fifty and No/100 dollars (\$1250)
 - iv. **National Association of Intercollegiate Athletics National Championship**
Fifteen Hundred and No/100 dollars (\$1500)
- b. **Academic Incentive Compensation.** In the event the cumulative Grade Point Average (GPA) of all members of the Team meets or exceeds a 3.0 mark for the Fall and Spring semesters combined in any one contract year, the University agrees to pay COACH additional compensation in the amount of Five Hundred and No/100 dollars (\$500) per contract year. The additional compensation, if payable, shall be considered earned on the date on which the GPA for the University is released while COACH is employed at the University and shall be paid within sixty (60) days of such date. Academic Incentive Compensation may be payable from affiliated foundation funds, subject to approval of the University and the Foundation. To be eligible for such compensation, COACH must be employed by the University as of the date on which the incentives are earned.
- c. **Coach of the Year Compensation.** In the event COACH is named "Coach of the Year" by any of the organizations outlined below, the University agrees to pay COACH for Coach of the Year Compensation. The additional compensation, if payable, shall be considered earned on the date on which the organization naming COACH as "Coach of the Year" announces such while COACH is employed at the University and shall be paid within sixty (60) days of such date. Coach of the Year Compensation may be payable from affiliated foundation funds, subject to approval of the University and the Foundation. To be eligible for such compensation, COACH must be employed by the University as of the date on which the incentives are earned.

- i. **Red River Athletic Conference, Louisiana Sports Writers' Association, Louisiana Basketball Coaches' Association** – Five Hundred and No/100 dollars (\$500)

NOTE: This incentive may be achieved a maximum of one (1) time by receiving award from any one of the three (3) organizations listed. Receiving award from two or more of the organizations listed will result in incentive being payable to COACH only one (1) time.

- ii. **National Association of Intercollegiate Athletics** – One Thousand and No/100 dollars (\$1000)

7. **OUTSIDE INCOME**

COACH shall be authorized to earn other revenue while employed by the University but such activities are independent of his University employment and the University shall have no responsibility for any claims arising there from. All outside income will be subject to approval in accordance with the Board of Supervisors for the Louisiana State University System policies.

COACH shall report annually on the PM-11 to the Chancellor through the Athletic Director each year all athletically related income received from sources outside the University. The University shall have reasonable access to all records of COACH to verify this report.

8. **STANDARDS OF CONDUCT AND COMPLIANCE WITH NAIA AND CONFERENCE REGULATIONS**

COACH shall abide by the rules and regulations of the NAIA, Conference and University rules. If COACH is personally found to be in violation of NAIA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the NAIA enforcement procedures. COACH may be suspended for a period of time, without pay, or employment of COACH may be terminated if COACH is found to be personally guilty of deliberate and serious violations of NAIA, Conference and University regulations.

COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, federal laws, other state laws and the policies and regulations of the Louisiana State University System. In public appearances he shall at all times conduct himself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.

9. **TERMINATION**

Termination Without Cause: Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, the University will obtain approval from the Chancellor of the University. If the University terminates the agreement without cause, the COACH shall be entitled to 50% of the base salary that he would have earned for the second year of this contract, less compensation received by the COACH from any other employment. The University would be responsible for the current fiscal year compensation, through the end of the fiscal year (June 30th).

The liquidated damages shall be due and payable in a lump sum within sixty (60) days of COACH's final date of employment at Louisiana State University in Shreveport.

Failure to make reasonable efforts to secure employment shall be cause for termination of this agreement, and release of the University and the LSUS Foundation of any obligations to make further payments.

Termination For Cause: Should COACH's contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this agreement past the effective date of termination. Just cause for termination shall include, but not be limited to, violation or gross disregard of state or federal laws, NAIA or conference regulations or university policies or procedures.

COACH may be terminated by the University for Cause at any time for the following:

- i. Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- ii. Misconduct that: (1) violates state or university ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University.
- iii. Acts of violence or personal conduct or condoning or encouraging employees or student athletes in such conduct, which may not warrant criminal prosecution, but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.
- iv. Substantial and manifest incompetence.
- v. Gross violation or disregard of state or federal laws (excluding minor traffic offenses or non-criminal offenses).
- vi. Deliberate and serious violations of NAIA, conference, or University rules, regulations, policies or procedures.
- vii. Failure to promote an atmosphere of compliance
- viii. Unethical conduct

The judgment as to whether the conduct of the COACH constitutes cause under this provision shall not be exercised arbitrarily or capriciously by the University.

Termination for Financial Exigency: COACH may be terminated at any time due to the financial circumstances in which the University and/or the Louisiana State University System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive six (6) months' notice of termination or six (6) months regular pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

10. ASSOCIATE/ASSISTANT COACHES

COACH shall have the authority to select the associate and assistant coaches with consent of the Director of Athletics and Chancellor. Associate and assistant coaches shall be appointed as University unclassified employees.

11. UNIVERSITY FUNDRAISING

All fundraising activities by COACH must be pre-approved by the Athletic Director, or his designee, to ensure that such activities are in compliance with University policies.

12. AMENDMENT EXTENSION

This Contract may be amended and/or extended by the mutual consent of the parties, and approved by the Board.

13. **SEVERABILITY**

If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.

14. **FORCE MAJEURE**

Neither party shall be considered in default performance of her or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.

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

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

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

By: Matthew Cross 8/7/18
Matthew Cross Date

RECOMMENDED:

Lucas Morgan 8/7/18
Lucas Morgan, Director of Athletics Date
Louisiana State University in Shreveport

Lawrence Clark 8/7/18
Lawrence Clark, Chancellor Date
Louisiana State University in Shreveport

LOUISIANA STATE UNIVERSITY IN SHREVEPORT

**CONTRACT OF EMPLOYMENT
for BRENT LAVALLEE**

STATE OF LOUISIANA

PARISH OF CADDO

THIS AGREEMENT, made and entered into as of this 1st day of July, 2018, by and between Louisiana State University in Shreveport (hereinafter "University") represented by Lawrence Clark, Chancellor, the Louisiana State University in Shreveport Foundation (hereinafter "Foundation") and Brent Lavallee, Head Baseball Coach (hereinafter "COACH") of Louisiana State University in Shreveport . This agreement is subject to the approval of the Board of Supervisors for the Louisiana State University System (hereinafter "Board"), the management board for Louisiana State University in Shreveport and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the board.

WITNESSETH:

WHEREAS, the University requires the services of a Head Baseball Coach and has selected the coach to perform those services,

NOW, THEREFORE, the parties agree as follows:

1. EMPLOYMENT

The University does hereby employ Brent Lavallee as Head Baseball Coach at Louisiana State University in Shreveport, and Brent Lavallee does hereby accept said employment and agrees to perform all those services pertaining to Head Baseball Coach as prescribed by the University through the Chancellor and the Director of Athletics.

- 1.1. COACH shall be responsible, and shall report, directly to Louisiana State University in Shreveport's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of Louisiana State University in Shreveport's Chancellor.
- 1.2. COACH shall manage and supervise the team and shall perform such other duties in Louisiana State University in Shreveport's athletic program as the Director may assign.
- 1.3. COACH agrees to represent Louisiana State University in Shreveport positively in public and private forums and shall not engage in conduct that reflects adversely on Louisiana State University in Shreveport or its athletic programs.
- 1.4. COACH agrees to use his position as Head Baseball Coach to assist in external fund/revenue-raising (that can include revenue after expenses from summer camps deposited into the program support fund) with annual goals set forth by the Chancellor through the Director of Athletics for:

Year One: \$20,000 (to help cover 20% cost of new outfield fence/80% to be paid by the LSUS Athletics Fund)

Year Two: \$20,000

2. **TERM**

The employment under the terms of this contract shall be for the period of July 1, 2018 to June 30, 2020, subject to approval of the Board. This agreement is renewable solely upon an offer from the University and an acceptance by COACH, both of which must be in writing and signed by all the parties and approved by the Board. This agreement in no way grants the COACH a claim to tenure in employment, nor shall COACH's service pursuant to this agreement count in any way toward tenure at the University.

3. **UNIVERSITY SALARY**

The University shall pay COACH an annual salary payable in 12 equal installments as follows:

First Year of Contract

Fiscal Year 2019 (starting July 2018, ending June 2019) (\$54,000) Dollars payable in 12 equal installments:

Second Year of Contract

Fiscal Year 2020 (starting July 2019, ending June 2020) (\$55,250) Dollars payable in 12 equal installments:

- 3.1. The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be in accordance with Section 9.

4. **EMPLOYEE BENEFITS**

COACH shall participate in the mandatory employee benefit plans and be eligible for optional employee benefit plans as would any other University unclassified employee based upon his annual University salary only.

5. **CAMPS AND CLINICS**

5.1 COACH may operate and receive additional compensation for camps/clinics as outlined in the athletic department's policy regulating camps and clinics.

- a. All revenues from university camps/clinics will be deposited into the Baseball operating budget or Foundation account. After all expenses are met, COACH may use up to the amount of surplus remaining of the camp funds to pay his assistant coaches at his discretion.
- b. Camps operated through the University budget will not be subject to facility fees.
- c. Conducting camps and clinics is considered a part of COACH's job description related to promoting the University and the athletic department; thus, COACH will not be required to take leave while conducting camps run through the University budget.
- d. COACH's University budget will not be charged for a personal injury insurance policy approved by the University for camp/clinic participants, but instead will fall under the University coverage for camps/clinics.

- e. The Director of Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of the camps.

5.2 Private Camps

- a. COACH may operate a camp for the teaching of athletic pursuits on University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by University policy.
- b. It is specifically agreed that in the operation of such camps, COACH acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.
 - i. Special set-ups or changes in original set-up of facilities will be taken care of by COACH with no cost to the University.
 - ii. COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
 - iii. COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors for the Louisiana State University System, the University, and its agents and servants, are named as the insured (or as an additional insured) which provides:
 - o Workers' Compensation and Employers Liability: Workers Compensation limits are required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps and clinics.
 - o Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 - iv. Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
 - v. Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
 - vi. COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
 - vii. COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

- c. The Director of Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.

6. INCENTIVE COMPENSATION

- a. **Post-Season Incentive Compensation.** In the event the Team meets the items outlined below, University agrees to pay COACH for Post-Season Incentive Compensation as additional compensation for the extra services required of COACH in the preparation for and participation in post-season play. The additional sum or sums, if payable, shall be considered earned on the date(s) services are provided for each game at which a post-season goal is attained (or, for RRAC Regular Season Champion, the date of the last RRAC game in Team's sport played by any RRAC team during the regular season) and shall be paid within sixty (60) days following the final post-season game in which the Team participates. This Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth below. Post-Season Incentive Compensation may be payable from affiliated foundation funds, subject to approval of the University and the Foundation. To be eligible for such compensation, COACH must provide additional services required in the preparation for and participation in post-season play and must be employed by LSUS as of the date on which the incentives are earned.
 - i. **Red River Athletic Conference Regular Season Championship**
Five Hundred and No/100 dollars (\$500)
 - ii. **Red River Athletic Conference Tournament Championship**
Five Hundred and No/100 dollars (\$500)
 - iii. **National Association of Intercollegiate Athletics National Tournament (Regional/World Series)**
One Hundred and No/100 dollars (\$100) per win, maximum of One Thousand and No/100 dollars (\$1000)
 - iv. **National Association of Intercollegiate Athletics Regional Tournament Championship**
Five Hundred and No/100 dollars (\$500)
 - v. **National Association of Intercollegiate Athletics National Championship**
Fifteen Hundred and No/100 dollars (\$1500)
- b. **Academic Incentive Compensation.** In the event the cumulative Grade Point Average (GPA) of all members of the Team meets or exceeds a 3.0 mark for the Fall and Spring semesters combined in any one contract year, the University agrees to pay COACH additional compensation in the amount of Five Hundred and No/100 dollars (\$500) per contract year. The additional compensation, if payable, shall be considered earned on the date on which the GPA for the University is released while COACH is employed at the University and shall be paid within sixty (60) days of such date. Academic Incentive Compensation may be payable from affiliated foundation funds, subject to approval of the University and the Foundation. To be eligible for such compensation, COACH must be employed by the University as of the date on which the incentives are earned.
- c. **Coach of the Year Compensation.** In the event COACH is named "Coach of the Year" by either of the organizations listed below, the University agrees to pay COACH for Coach of the Year Compensation. The additional compensation, if payable, shall be considered earned on the date on which the organization naming COACH as "Coach of the Year" announces such while COACH is employed at the University and shall be paid

within sixty (60) days of such date. Coach of the Year Compensation may be payable from affiliated foundation funds, subject to approval of the University and the Foundation. To be eligible for such compensation, COACH must be employed by the University as of the date on which the incentives are earned.

- i. **Red River Athletic Conference** – Five Hundred and No/100 dollars (\$500)
- ii. **National Association of Intercollegiate Athletics** – One Thousand and No/100 dollars (\$1000)

7. OUTSIDE INCOME

COACH shall be authorized to earn other revenue while employed by the University but such activities are independent of his University employment and the University shall have no responsibility for any claims arising there from. All outside income will be subject to approval in accordance with the Board of Supervisors for the Louisiana State University System policies.

COACH shall report annually on the PM-11 to the Chancellor through the Athletic Director each year all athletically related income received from sources outside the University. The University shall have reasonable access to all records of COACH to verify this report.

8. STANDARDS OF CONDUCT AND COMPLIANCE WITH NAIA AND CONFERENCE REGULATIONS

COACH shall abide by the rules and regulations of the NAIA, Conference and University rules. If COACH is personally found to be in violation of NAIA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the NAIA enforcement procedures. COACH may be suspended for a period of time, without pay, or employment of COACH may be terminated if COACH is found to be personally guilty of deliberate and serious violations of NAIA, Conference and University regulations.

COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, federal laws, other state laws and the policies and regulations of the Louisiana State University System. In public appearances he shall at all times conduct himself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.

9. TERMINATION

Termination Without Cause: Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, the University will obtain approval from the Chancellor of the University. If the University terminates the agreement without cause, the COACH shall be entitled to 50% of the base salary that he would have earned for the second year of this contract, less compensation received by the COACH from any other employment. The University would be responsible for the current fiscal year compensation, through the end of the fiscal year (June 30th).

The liquidated damages shall be due and payable in a lump sum within sixty (60) days of COACH's final date of employment at Louisiana State University in Shreveport.

Failure to make reasonable efforts to secure employment shall be cause for termination of this agreement, and release of the University and the LSUS Foundation of any obligations to make further payments.

Termination For Cause: Should COACH's contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this agreement past the effective date of termination. Just cause for termination shall include, but not be limited to, violation or gross disregard of state or federal laws, NAIA or conference regulations or university policies or procedures.

COACH may be terminated by the University for Cause at any time for the following:

- i. Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- ii. Misconduct that: (1) violates state or university ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University.
- iii. Acts of violence or personal conduct or condoning or encouraging employees or student athletes in such conduct, which may not warrant criminal prosecution, but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.
- iv. Substantial and manifest incompetence.
- v. Gross violation or disregard of state or federal laws (excluding minor traffic offenses or non-criminal offenses).
- vi. Deliberate and serious violations of NAIA, conference, or University rules, regulations, policies or procedures.
- vii. Failure to promote an atmosphere of compliance
- viii. Unethical conduct

The judgment as to whether the conduct of the COACH constitutes cause under this provision shall not be exercised arbitrarily or capriciously by the University.

Termination for Financial Exigency: COACH may be terminated at any time due to the financial circumstances in which the University and/or the Louisiana State University System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive six (6) months' notice of termination or six (6) months regular pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

10. ASSOCIATE/ASSISTANT COACHES

COACH shall have the authority to select the associate and assistant coaches with consent of the Director of Athletics and Chancellor. Associate and assistant coaches shall be appointed as University unclassified employees.

11. UNIVERSITY FUNDRAISING

All fundraising activities by COACH must be pre-approved by the Athletic Director, or his designee, to ensure that such activities are in compliance with University policies.

12. AMENDMENT EXTENSION

This Contract may be amended and/or extended by the mutual consent of the parties, and approved by the Board.

13. **SEVERABILITY**

If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.


14. **FORCE MAJEURE**

Neither party shall be considered in default performance of her or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.


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

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

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

By:  _____ 8/6/18
Brent Lavallee Date

RECOMMENDED:

 _____ 8/6/18
Lucas Morgan, Director of Athletics Date
Louisiana State University in Shreveport

 _____ 8/7/18
Lawrence Clark, Chancellor Date
Louisiana State University in Shreveport



Request from LSU Shreveport to Approve an Employment Contract for Athletic Director Lucas Morgan

To: Members of the Board of Supervisors

Date: October 4, 2018

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

A.11.b. Appointments and all other personnel actions relating to Head Coaches and Athletic Directors.

1. Summary of the Matter

This resolution seeks approval of the proposed employment contract for Athletic Director Lucas Morgan. The key terms of the proposed contracts are summarized below:

<u>Contract Action</u>	<u>Term</u>		<u>Total Certain Compensation</u>				
	<u>Current</u>	<u>Proposed</u>	<u>Current</u>	<u>Proposed Year 1</u>	<u>Proposed Year 2</u>	<u>Proposed Year 3</u>	<u>Overall Increase</u>
Extension	6/30/2018	6/30/2021	\$76,760	\$81,760	\$83,760	\$88,760	15.6%

2. Review of Business Plan

Not applicable.

3. Fiscal Impact

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

4. Review of Documents Related to Referenced Matter

The Office of General Counsel has reviewed the proposed contracts.

ATTACHMENTS

- I. Memorandum of Agreement: Lucas Morgan, Athletic Director

RECOMMENDATION

Based on the recommendation of the LSUS Chancellor, it is recommended that the Board authorize the President to sign the proposed contracts with the listed athletic director.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes Dr. F. King Alexander, President, or his designee, to sign the contracts with Lucas Morgan 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.

LOUISIANA STATE UNIVERSITY IN SHREVEPORT

**CONTRACT OF EMPLOYMENT
For LUCAS MORGAN**

STATE OF LOUISIANA

PARISH OF CADDO

THIS AGREEMENT, made and entered into as of this 1st day of July, 2018, by and between Louisiana State University in Shreveport (hereinafter "University") represented by Lawrence Clark, Chancellor, the Louisiana State University in Shreveport Foundation (hereinafter "Foundation") and Lucas Morgan, Director of Athletics (hereinafter "AD") of Louisiana State University in Shreveport . This agreement is subject to the approval of the Board of Supervisors for the Louisiana State University System (hereinafter "Board"), the management board for Louisiana State University in Shreveport and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the board.

WITNESSETH:

WHEREAS, the University requires the services of a Director of Athletics and has selected Lucas Morgan to perform those services,

NOW, THEREFORE, the parties agree as follows:

1. EMPLOYMENT

The University does hereby employ Lucas Morgan as Director of Athletics at Louisiana State University in Shreveport, and Lucas Morgan does hereby accept said employment and agrees to perform all those services pertaining to being AD as prescribed by the University through the Chancellor.

- 1.1. AD shall be responsible, and shall report, directly to the Chancellor at Louisiana State University in Shreveport.
- 1.2. AD shall manage and supervise the LSU Shreveport's Department of Athletics, including oversight and responsibility for all coaches, teams, student-athletes and facilities, and shall perform such other duties in Louisiana State University in Shreveport's athletic program as the Chancellor may assign.
- 1.3. AD agrees to assume oversight and coordination of Louisiana State University in Shreveport athletic club sports.
- 1.4. AD agrees to represent Louisiana State University in Shreveport positively in public and private forums and shall not engage in conduct that reflects adversely on Louisiana State University in Shreveport or its athletic programs.

2. TERM

The employment under the terms of this contract shall be for the period of July 1, 2018 to June 30, 2021, subject to approval of the Board. This agreement is renewable solely upon an offer from the University and an acceptance by AD, both of which must be in writing and signed by all the parties and approved by the Board. This agreement in no way grants the AD a claim to tenure in employment, nor shall AD's service pursuant to this agreement count in any way toward tenure at the University.

3. **UNIVERSITY SALARY**

The University shall pay AD an annual salary payable in 12 equal installments as follows:

First Year of Contract

Fiscal Year 2019 (starting July 2018, ending June 2019) (\$81,760) Dollars payable in 12 equal installments:

Second Year of Contract

Fiscal Year 2020 (starting July 2019, ending June 2020) (\$83,760) Dollars payable in 12 equal installments:

Third Year of Contract

Fiscal Year 2021 (starting July 2020, ending June 2021) (\$88,760) Dollars payable in 12 equal installments:

- 3.1. The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be in accordance with Section 9.

4. **EMPLOYEE BENEFITS**

AD shall participate in the mandatory employee benefit plans and be eligible for optional employee benefit plans as would any other University unclassified employee based upon his annual University salary only.

5. **CAMPS AND CLINICS**

5.1 AD may operate and receive additional compensation for camps/clinics as outlined in the athletic department's policy regulating camps and clinics.

- a. All revenues from university camps/clinics will be deposited into the athletics' department operating budget or Foundation account. After all expenses are met, AD may use up to the amount of surplus remaining of the camp funds to pay assistant coaches at his discretion.
- b. Camps operated through the University budget will not be subject to facility fees.
- c. Conducting camps and clinics is considered a part of AD's job description related to promoting the University and the athletic department; thus, AD will not be required to take leave while conducting camps run through the University budget.
- d. AD's University budget will not be charged for a personal injury insurance policy approved by the University for camp/clinic participants, but instead will fall under the University coverage for camps/clinics.
- e. The Chancellor will be advised by the AD of any problems or questions which may arise out of the operation of the camps.

5.2 Private Camps

- a. AD may operate a camp for the teaching of athletic pursuits on University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by University policy.
- b. It is specifically agreed that in the operation of such camps, AD acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.
 - i. Special set-ups or changes in original set-up of facilities will be taken care of by AD with no cost to the University.
 - ii. AD agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
 - iii. AD agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors for the Louisiana State University System, the University, and its agents and servants, are named as the insured (or as an additional insured) which provides:
 - o Workers' Compensation and Employers Liability: Workers Compensation limits are required by the Labor Code of the State of Louisiana and Employers Liability coverage if AD hires any employees to work at such camps and clinics.
 - o Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 - iv. Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
 - v. Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
 - vi. AD agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
 - vii. AD is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. AD, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
- c. The Chancellor will be advised of any problems or questions which may arise out of the operation of summer camps.

6. INCENTIVE COMPENSATION

- a. **Post-Season Incentive Compensation.** In the event one or more LSUS teams meet the items outlined below, University agrees to pay AD for Post-Season Incentive Compensation as additional compensation for the extra services required of AD in the preparation for and participation in post-season play. The additional sum or sums, if

payable, shall be considered earned on the dates(s) services are provided for each game at which a post-season goal is attained (or, for RRAC Regular Season Champion, the date of the last RRAC game in Team's sport played by any RRAC team during the regular season) and shall be paid within sixth (60) days following the final post-season game in which the Team participates. This Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth below. Post-Season Incentive Compensation may be payable from affiliated foundation funds, subject to approval of the University and the Foundation. To be eligible for such compensation, AD must provide additional services required in the preparation for and participation in post-season play and must be employed by LSUS as of the date on which the incentives are earned.

- i. **Red River Athletic Conference Regular Season Championship Per Team**
Two Hundred Fifty and No/100 dollars (\$250)
 - ii. **Red River Athletic Conference Tournament Championship Per Team**
Two Hundred Fifty and No/100 dollars (\$250)
 - iii. **National Association of Intercollegiate Athletics National Tournament Per Team**
Seventy-five and No/100 dollars (\$75) per win, maximum of Five Hundred and No/100 dollars (\$500)
 - iv. **National Association of Intercollegiate Athletics National Championship Per Team**
One thousand and No/100 dollars (\$1,000)
- b. **Academic Incentive Compensation.** The additional compensation, if payable, shall be considered earned on the date on which the GPA for the University is released while AD is employed at the University and shall be paid within sixty (60) days of such date. Academic Incentive Compensation may be payable from affiliated foundation funds, subject to approval of the University and the Foundation. To be eligible for such compensation, AD must be employed by the University as of the date on which the incentives are earned.
- i. In the event the cumulative Grade Point Average (GPA) of all members of three or more Teams meets or exceeds a 3.0 mark for the Fall and Spring semesters combined in any one contract year, the University agrees to pay AD additional compensation in the amount of Five Hundred and No/100 dollars (\$500) per contract year.
 - ii. In the event that 50% of all student-athletes meet or exceed a 3.0 mark for the Fall and Spring semesters combined in any one contract year, the University agrees to pay AD additional compensation in the amount of Five Hundred and No/100 dollars (\$500) per contract year.
 - iii. In the event that at least 80% of those who complete eligibility graduate within the academic year the University agrees to pay AD additional compensation in the amount of Five Hundred and No/100 dollars (\$500) per contract year.
- c. **AD of the Year Compensation.** In the event AD is named "AD of the Year" by any of the organizations outlined below, the University agrees to pay AD for AD of the Year Compensation. The additional compensation, if payable, shall be considered earned on the date on which the organization naming AD as "AD of the Year" announces such while AD is employed at the University and shall be paid within sixty (60) days of such date. AD of the Year Compensation may be payable from affiliated foundation funds, subject to approval of the University and the Foundation. To be eligible for such

compensation, AD must be employed by the University as of the date on which the incentives are earned.

- i. **Red River Athletic Conference** – Five Hundred and No/100 dollars (\$500)
 - ii. **National Association of Intercollegiate Athletics** – One Thousand and No/100 dollars (\$1000)
- d. LSUS Athletics Club Sports. In the event that AD is asked by the Chancellor to assume primary responsibility for a LSUS athletics club sport during the academic year then the AD shall be entitled to additional income not to exceed \$2,500, payable by the end of the academic year.
- e. **Fund-Raising Success.** This contract does not include incentives based upon success in raising external funds in support of Athletics. If over the course of this contract future LSU Shreveport contracts for head coaches should include a provision for fund-raising success then the AD shall be eligible to receive a similar incentive based upon an amount established by the Chancellor. The amount shall not exceed \$5,000 per any one year. The additional compensation, if payable, shall be considered earned at the time the incentive amount is reached while the AD is an employee of the University and shall be paid within sixty (60) days of such date. Compensation may be payable from affiliated foundation funds, subject to approval of the University and the Foundation. To be eligible for such compensation, AD must be employed by the University as of the date on which the incentives are earned.

7. **OUTSIDE INCOME**

AD shall be authorized to earn other revenue while employed by the University but such activities are independent of his University employment and the University shall have no responsibility for any claims arising there from. All outside income will be subject to approval in accordance with the Board of Supervisors for the Louisiana State University System policies.

AD shall report annually on the PM-11 to the Chancellor each year all athletically related income received from sources outside the University. The University shall have reasonable access to all records of AD to verify this report.

8. **STANDARDS OF CONDUCT AND COMPLIANCE WITH NAIA AND CONFERENCE REGULATIONS**

AD shall abide by the rules and regulations of the NAIA, Conference and University rules. If AD is personally found to be in violation of NAIA regulations, AD shall be subject to disciplinary or corrective action as set forth in the NAIA enforcement procedures. AD may be suspended for a period of time, without pay, or employment of AD may be terminated if AD is found to be personally guilty of deliberate and serious violations of NAIA, Conference and University regulations.

AD shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, federal laws, other state laws and the policies and regulations of the Louisiana State University System. In public appearances he shall at all times conduct himself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.

9. **TERMINATION**

Termination without Cause: Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of AD, the University will obtain approval from the Chancellor of the University. If the University terminates the agreement without cause, the AD shall be entitled to 50% of the base salary that he would have earned for the second year of this contract, less compensation received by the AD from any other employment. The University would be responsible for the current fiscal year compensation, through the end of the fiscal year (June 30th).

The liquidated damages shall be due and payable in a lump sum within sixty (60) days of AD's final date of employment at Louisiana State University in Shreveport.

Failure to make reasonable efforts to secure employment shall be cause for termination of this agreement, and release of the University and the LSUS Foundation of any obligations to make further payments.

Termination for Cause: Should AD's contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this agreement past the effective date of termination. Just cause for termination shall include, but not be limited to, violation or gross disregard of state or federal laws, NAIA or conference regulations or university policies or procedures.

AD may be terminated by the University for Cause at any time for the following:

- i. Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- ii. Misconduct that: (1) violates state or university ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University.
- iii. Acts of violence or personal conduct or condoning or encouraging employees or student athletes in such conduct, which may not warrant criminal prosecution, but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.
- iv. Substantial and manifest incompetence.
- v. Gross violation or disregard of state or federal laws (excluding minor traffic offenses or non-criminal offenses).
- vi. Deliberate and serious violations of NAIA, conference, or University rules, regulations, policies or procedures.
- vii. Failure to promote an atmosphere of compliance
- viii. Unethical conduct

The judgment as to whether the conduct of the AD constitutes cause under this provision shall not be exercised arbitrarily or capriciously by the University.

Termination for Financial Exigency: AD may be terminated at any time due to the financial circumstances in which the University and/or the Louisiana State University System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, AD will receive six (6) months' notice of termination or six (6) months regular pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

10. COACHES

AD shall have the authority to select coaches with the consent of the Chancellor and approval of the LSU Board of Supervisors. All coaches shall be appointed as University unclassified employees.

11. UNIVERSITY FUNDRAISING

1. The AD is responsible for the fundraising activities of the Athletics Department, including oversight of fundraising by coaches and any booster club(s).
2. Proposed fundraising activities of the Athletics Department must be pre-approved by the Chancellor, or his designee, to ensure that such activities are in compliance with University policies.
3. The Chancellor, after consultation with the AD, will provide to the AD an external fundraising goal for each year for the Athletics Department (that may include revenue raised from LSUS sponsored camps). The goal for the first year of this contract is for \$100,000. The new goal for each year under this contract shall not exceed an additional \$50,000/year.

12. AMENDMENT EXTENSION

This Contract may be amended and/or extended by the mutual consent of the parties, and approved by the Board.

13. SEVERABILITY

If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.

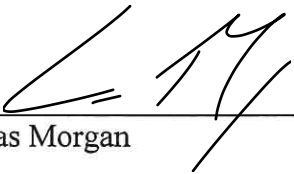
14. FORCE MAJEURE

Neither party shall be considered in default performance of her or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.


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

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

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

By:  _____ August 8, 2018
Lucas Morgan Date

RECOMMENDED:

 _____
Lawrence Clark, Chancellor Date
Louisiana State University in Shreveport



Request from LSU A&M to Approve Employment Contract with Yolanda “Nikki” Caldwell

To: Members of the Board of Supervisors

Date: October 4, 2018

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

A.11.b. Appointments and all other personnel actions relating to Head Coaches and Athletic Directors.

1. Summary of the Matter

This resolution seeks approval of the proposed employment contract for Yolanda “Nikki” Caldwell, Head Coach Women’s Basketball. The key terms of the proposed contracts are summarized below:

Coach	Contract Action	Term		Total Certain Compensation ^a		
		Current	Proposed	Current	Proposed	Increase
Yolanda “Nikki” Caldwell	Extension	6/30/2019	6/30/2022	\$700,000	\$700,000	0%

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: Yolanda “Nikki” Caldwell, Head Coach Women’s Basketball

RECOMMENDATION:

Based on the recommendation of the Athletic Director, it is recommended that the Board authorize the President to sign the proposed contracts with the listed coaches.

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 with Head Coach Yolanda “Nikki” Caldwell 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 Yolanda "Nikki" Caldwell, Head Coach Women's Basketball

		<i>Current</i>	<i>Proposed</i>	<i>Change</i>	<i>%</i>	<i>Notes</i>
<i>Basic</i>	Term Ends	6/30/2019	6/30/2022	3 years		a
	Base Salary	\$ 350,000	\$ 350,000	\$ -	0%	a
	Supplemental Comp.	\$ 350,000	\$ 350,000	\$ -		a
<i>Incentive</i>	Post-Season (max)	\$ 500,000	\$ 600,000	\$ 100,000	20%	b
	Academic (max)	\$ 50,000	\$ 50,000	\$ -		c
<i>Benefits</i>	Automobile	\$ 9,600	\$ 9,600	\$ -		a
	Other					c
	Total Certain Compensation	\$ 700,000	\$ 700,000	\$ -	0%	d

Notes

(a) Coach Caldwell's previous five year contract expires on June 30, 2019. The new contract includes a three year extension and a change in liquidated damages for termination of contract by LSU or Coach Caldwell. Automobile payment is up to \$1,000/month.

(b) Post-Season incentives are based on specific goals and amounts set forth in Coach Caldwell's contract.

(c) The Academic Incentive goal is a team APR score of 930.

(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, 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 TO EMPLOYMENT AGREEMENT

The Employment Agreement between THE BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (LSU) and YOLANDA “NIKKI” CALDWELL (Coach), dated the 2nd day of April, 2011, was hereby amended as of the 1st day of July, 2014, and is hereby amended as of the 1st day of April, 2018 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 and Chancellor”: The President and Chancellor 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 Fifty Thousand and No/100ths dollars (\$350,000.00).
 - E. “Start Date”: April 1, 2018.
 - F. “End Date”: June 30, 2022.
 - G. “Program”: The intercollegiate Women’s Basketball program at LSU A&M.
 - H. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Employment.** No Change
3. **Duties and Responsibilities.** No Change
4. **Term.** No Change

5. **Base Salary.** No Change
6. **Supplemental Compensation.** No Change
7. **Incentive Compensation.** No Change
8. **Retirement and Fringe Benefits.** No Change
9. **Additional Revenue.** No Change
10. **Sports Camps.** No Change
11. **Assignment and Retirement Benefits.** No Change
12. **Termination.** This Agreement may be terminated by the parties as follows:
 - A. **Termination by LSU for Cause.** No Change
 - B. **Termination by LSU Without Cause.**
 - (1) LSU shall have the right to terminate this Agreement without cause upon written notice to COACH. In such event, LSU will pay COACH liquidated damages, in lieu of any and all other legal remedies or equitable relief as detailed below. In the event of termination by LSU without cause, COACH's Base Salary Amount, Supplemental Compensation, Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to COACH for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date

shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

- (2) Liquidated damages under this Section 12.B will be \$200,000 per year for the remaining term of this Agreement, including any extended term. A partial year shall be pro rated.
- (3) Liquidated damages under this Section 12.B will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the term of this Agreement, including any extended term.
- (4) In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section 12.B shall be reduced and extinguished by and to the extent of any compensation COACH, in relation to athletics or athletic-media endeavors, earns, receives, or takes reasonable steps to actually receive from the termination date until LSU's obligation pursuant to this Section 12.B to COACH terminates or ceases to exist. COACH shall exercise due diligence and good faith in seeking other employment. In the event COACH obtains such other employment, COACH will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by COACH and the amount of offset due to LSU. The mitigation of liquidated damages provision of this subsection shall not be applicable if termination by LSU without cause takes place within one year of the end of the initial term or an extended term.
- (5) The parties have bargained for this liquidated damages provision, giving consideration to the following. This is a contract for personal services. The parties

recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause COACH to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages to be suffered by COACH in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that all liquidated damages herein are not in any way a penalty.

C. Termination by COACH Without Cause.

- (1) COACH shall have the right to terminate this Agreement without cause upon thirty days written notice to LSU. In the event COACH terminates this Agreement without cause and accepts, during what would otherwise be the remaining term of this Agreement (including any extended term), another coaching position with any other institution of higher education or professional athletic team, or any other athletically-related position (including media and sports marketing), COACH will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by COACH without cause, COACH's Base Salary 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 shall be no later than thirty days after the written notice is provided to LSU (unless otherwise mutually agreed by LSU and COACH), and LSU shall not thereafter be liable to COACH

for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date.

- (2) Liquidated damages under this Section 12.C will be determined based upon the Contract Year in which notice of termination is given. COACH shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term. COACH must notify LSU in writing of the payment option she elects on or before the date the first monthly installment would be due. If COACH elects the lump sum option, payment in full shall be due on or before sixty (60) days after the termination date. If COACH elects to pay in monthly installments, each installment shall be due on or before the last day of each remaining month in the Agreement. For purposes of this subparagraph, the first Contract Year will begin on the effective date of this Agreement, and end on June 30, 2019. The second Contract Year will begin on July 1, 2019 and end on June 30, 2020, with each subsequent Contract Year beginning on July 1 and ending on June 30 of the following year; provided however, that no liquidated damages shall be due if notice of termination is given by Coach after the end of the season during the Final Contract Year. The amount of liquidated damages shall be:

<i>Amount</i>	<i>Contract year when notice of termination given</i>
a. \$200,000	First Contract Year
b. \$200,000	Second Contract Year
c. \$200,000	Third Contract Year
d. \$0	Fourth Contract Year

- (3) Liquidated damages under this Section 12.C may be waived, in the sole discretion of the Athletic Director, if COACH is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, COACH's length of service with LSU, whether COACH is taking another athletically-related job, the impact the timing of COACH's notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), COACH's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for COACH, and the impact requiring the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.
- (4) The parties have bargained for this liquidated damages provision, giving consideration to the following. This is a contract for personal services. The parties recognize that termination of this Agreement by COACH prior to its expiration by lapse of term (including any extended term) would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement head coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty. COACH recognizes that his promise to work for LSU until its 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. COACH also recognizes that LSU is making a highly

valuable investment in his continued employment by entering into this Agreement and its investment would be lost or diminished were he to resign or otherwise terminate his employment with LSU prior to the End Date (including any extended term). The payment owed pursuant to this liquidated damages provision is to reimburse LSU for expenses, including but not limited to (i) searching for, recruiting and hiring a replacement for COACH, (ii) relocating a replacement employee, and (iii) buying out the contract, if necessary, of a replacement employee. COACH expressly agrees that the amount of liquidated damages provided for herein is a reasonable approximation of the harm that LSU will incur in the event of such early termination by COACH.

- (5) Unless notice of termination under this Section 12 has been given by either party, neither COACH nor COACH's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletic Director.

D. **Suspension or Other Disciplinary Action.** No Change

E. **Termination by Death or Disability.** No Change

F. **Waiver of Claims.** No Change

G. **Key Man Insurance.** No Change

13. **Retention and Return of all Materials, Records, and Other Items.** No Change
14. **Non-Assignment.** No Change
15. **Entire Contract.** No Change
16. **Amendments to Contract.** No Change
17. **Severability.** No Change
18. **No Waiver of Default.** No Change
19. **Sovereign Immunity Not Waived.** No Change
20. **"Force Majeure" Clause.** No Change
21. **Governing Law and Venue.** No Change

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


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

By: _____
F. King Alexander, President
Louisiana State University

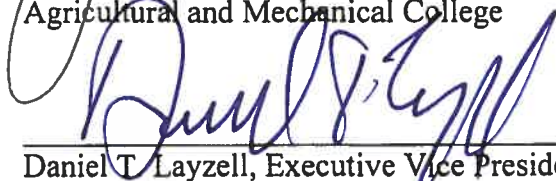


Yolanda "Nikki" Caldwell

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 Yolanda “Nikki” Caldwell

This Schedule A supplements and further defines the provisions of the Employment Agreement dated April 2, 2011, hereby amended as of the 1st day of April, 2018, entered into between LSU and Yolanda “Nikki” Caldwell, to which it is attached (the “Agreement”). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.


1. Subject to the terms and conditions set forth in section 7.A of the Agreement, EMPLOYEE shall receive Post-Season Incentive Compensation in the amounts (such amounts being cumulative), and based on attaining the goals, shown below. The maximum amount of Post-Season Incentive Compensation paid shall be \$600,000 per contract year:

a)	SEC Regular Season Champion	\$ 50,000
b)	SEC Tournament Champion	\$ 50,000
c)	NCAA Tournament Appearance	\$ 50,000
d)	NCAA Sweet Sixteen Appearance	\$ 75,000
e)	NCAA Final Four Appearance	\$ 75,000
f)	NCAA National Champion	\$150,000
g)	SEC Coach of the Year (as voted by the SEC Coaches)	\$ 50,000
h)	National Coach of the Year (Naismith Women’s College Coach of the Year)	\$100,000

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


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

By: _____
F. King Alexander, President and Chancellor
Louisiana State University



Yofanda "Mikki" Caldwell.

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

Resolution on Free Expression in Compliance with Act 666 of 2018 Regular Session

WHEREAS, one of the primary educational goals of the University is to prepare students for civic engagement and discourse;

WHEREAS, each campus should strive to ensure an environment that provides the fullest degree of intellectual freedom and free expression;

WHEREAS, universities have long served as the bastion of the marketplace of ideas, ensuring an open, robust environment is essential to advancing human knowledge and sparking discovery;

WHEREAS, in guaranteeing the free exchange of ideas, it is not the role of the University to shield individuals from speech protected by the First Amendment of the Constitution of the United States of America and Article I, Section 7 of the Constitution of Louisiana, and other applicable laws.

WHEREAS, with the limits of the law, expression should be preserved even if unwelcomed, disagreeable, or offensive, including that of faculty and scholars who offer perspectives within their fields that may not be popular;

WHEREAS, members of the LSU community have the freedom to discuss any topic that presents itself, as provided under the First Amendment of the Constitution of the United States of America and Article I, Section 7 of the Constitution of Louisiana and other applicable laws permit and within the limits on time, place, and manner of expression that are consistent with this resolution and that are necessary to achieve a significant institutional interest;

WHEREAS, any such restrictions shall be published and provide ample alternative means of expression;

WHEREAS, members of the LSU community may assemble and engage in spontaneous expressive activity as long as such activity is not unlawful and does not materially and substantially disrupt the functioning of the institution;

WHEREAS, any lawful visitor to a campus may protest or demonstrate there, without fear of disruption, and may access traditional public forums open to any speaker;

WHEREAS, this resolution shall supersede and nullify any provision in the policies and regulations of any institution that restricts speech on campus and that any such provision is therefore inconsistent with this policy on free expression;

NOW THEREFORE BE IT RESOLVED, the President and each campus of the University shall effect the appropriate policies to comply with this resolution and the broader intention of Act 666 of the 2018 Regular Session.



LSU Board of Supervisors Meeting

Thursday, 10/4/2018

1:00 - 3:00 PM CT

LSU University Administration Building

Board Room

3810 W. Lakeshore Drive

Baton Rouge, Louisiana 70808

1. Call to Order and Roll Call
2. Invocation and Pledge of Allegiance
3. Approval of the Minutes of the Board Meeting held on September 7, 2018
BOS Meeting Minutes.09072018
4. Personnel Actions Requiring Board Approval
NOTICE: The LSU Board of Supervisors may go into executive session pursuant to La. R.S. 42:17(A) (1) to discuss a personnel matter.
5. Reports from Council of Staff Advisors and Council of Faculty Advisors
6. President's Report
7. Reports to the Board
 - a. Fall 2018 14th Day Enrollment & Trend Report
Board Resolution_Fall 2018 14th Day Enrollment Summary v.1 (002)
Board Resolution ATTACHMENT_Executive Summary Report Fall 2018.v3 (002)
8. Committee Reports
9. Chairman's Report
10. Adjournment

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MINUTES

REGULAR BOARD MEETING

September 7, 2018

1. Call to Order, Oath of Office for New Board Members, 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 University Administration Building, Baton Rouge, Louisiana, on September 7, 2018 at 1:18 p.m.

The secretary called the roll.

PRESENT

Mr. James Williams
Chair-Elect
Mr. Jack "Jay" Blossman
Mr. Blake Chatelain
Ms. Valencia Sarpy Jones
Mr. Rémy Voisin Starns
Mr. Jimmie M. Woods

Mr. Ronnie Anderson
Mr. Glenn Armentor
Mr. B. Wayne Brown
Mr. Robert S. Dampf
Mr. Lee Mallett
Ms. Mary L. Werner
Mr. Stewart Lockett

ABSENT

Mr. Stephen Perry
Chair
Mr. James W. Moore

Mr. Robert "Bobby" Yarborough
Past Chair

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 six (6) public comments made by Phyllis Benoit, Jan Skelton, and Janis Hernandez on agenda item 9D2. *Request from LSU A&M to Approve Employment Contract with Yolanda "Nikki" Caldwell, Head Coach Women's Basketball* and by Nicole Moliere, Christopher Hebert, and Paul Gibson on agenda item 4. *Oath of Office for the New Board Leadership*.

2. Invocation and Pledge of Allegiance

Mr. Williams, Chair-Elect, recognized Dr. Larry Hollier, Chancellor of the LSUHSC-NO. Chancellor Hollier introduced the two (2) student representatives and one (1) coach addressing the Board.

Mr. Jeffrey Kerst gave the Invocation. Mr. Andrew Mire led the Pledge of Allegiance.

Dr. Jerald James Assistant Professor of Clinical Audiology presented to the Board.

3. Election of the Chair-Elect for 2018-2019

Mr. Williams asked for nominations for Chair-Elect. Mr. Stewart Lockett offered a motion to elect Ms. Mary L. Werner as Chair-Elect, seconded by Mr. Chatelain, and the Board voted unanimously to approve Ms. Werner as Chair-Elect.

4. Oath of Office for the New Board Leadership

Ms. Bernette Joshua Johnson, Chief Justice Louisiana Supreme Court, administered the Oath of Office to Chairman James M. Williams. Ms. Candyce Gagnard Perret administered the Oath of Office to Chair-Elect Mary L. Werner.

5. Approval of the Minutes of the Board Meeting held on June 29, 2018

Upon motion of Mr. Chatelain, seconded by Mr. Blossman, the Board voted unanimously to approve the Minutes of the Regular Board Meeting held on June 29, 2018.

6. Reports from Staff Advisors and Faculty Advisors

Dr. Ken McMillan, Council of Faculty Advisors gave an informational report. Tammy Millican, Council of Staff Advisors gave an informational report.

7. President's Report

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

Dr. Alexanders recognized LSU for the largest new faculty cohort this Fall.

Dr. Alexander provided an update on the Charity Hospital project.

Dr. Alexander recognized all the staff and faculty for their work on the Ochsner partnership.

Dr. Alexander stated the President's Symposium: Behind the Ballot is on September 29th and 30th.

Dr. Alexander provided an update on the LSU Executive Vice President and Provost search and Dr. Mark Batzer is Chair of the search committee.

Dr. Alexander stated 20% of entrance will have metal detectors at the LSU football games this season and next year all SEC teams will have metal detectors at their entrances.

Dr. Alexander mentioned the Capital Area Promise signed with Baton Rouge Community College and East Baton Rouge Parish.

Dr. Alexander stated LSU is up 89 spots in the Wall Street Journal ranking and jumped from 12th to 7th in the SEC. The Washington Monthly placed LSU is the 4th lowest price in the SEC and rated 1st in the SEC for earnings performance, top 10 in land grant institutions, 8th in flagship institutions and 39th of all public institutions.

Dr. Alexander mentioned an increase in enrollment for our campuses and LSU has 5,803 freshman entering this fall which is LSU's largest freshman class with 78% of the class from Louisiana and tied with last year's class in academics.

8. Reports to the Board

Upon motion of Mr. Starns, seconded by Mr. Dampf, the Board voted unanimously to approve all reports to the Board.

- a. FY18 4th Quarter Consolidated Report on Personnel Actions Not Requiring Board Approval
- b. FY18 4th Quarter Consolidated Investment Report
- c. FY18 4th Semi-Annual Consolidated Financial Report
- d. New 403B Supplemental Retirement Structure
- e. Facility Summary Reports
- f. FY19 Internal Audit Plan
- g. FY18 3rd Quarter Audit Summary

9. Committee Reports

A motion was made by Ms. Werner, seconded by Mr. Blossman, 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 two (2) consent agenda items for approval.

9A1. CONSENT AGENDA

- i. Request from LSU to Change the Name of the School of Library & Information Science to the School of Information Studies
- ii. Request from LSU Shreveport for Continued Approval of the Red River Watershed Management Institute (RRWMI)

Upon motion of Mr. Anderson, seconded by Mr. Stewart, the Committee voted unanimously to approve the following consent resolutions:

NOW, THEREFORE, BE IT RESOLVED that the LSU Board of Supervisors does hereby approve the request from LSU to change the name of the School of Library and Information Science to the School of Information Studies, subject to approval by the Louisiana Board of Regents.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the Request for Continued Approval of the Red River Watershed Management Institute from LSU Shreveport, subject to approval by the Louisiana Board of Regents.

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

Upon motion of Ms. Jones, seconded by Mr. Anderson, 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 two (2) presentations and one (1) request for Board approval.

9B1. Update on Response to June 2018 Fee Resolution, Future Implications, and Next Steps

Mr. Dan Layzell, Executive Vice President and CFO, presented to the Board information on the Budget projections for the future and next steps.

9B2. Supplier Diversity Program Update Presentation

Ms. Sally McKechnie, Assistant Vice President for Procurement & Property Management, and Ms. De'Van Stephenson, Supplier Diversity Specialist, presented an update on the Supplier Diversity Program to the Board.

9B3. Recommendation to Approve the FY 2018-2019 Operating Budget

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the operating budget for the fiscal year ending June 30, 2019, providing:

(a) Final approval and commitment authorization of funds for unrestricted educational and general, medical, and related expenses in the amount of \$1,026,660,906 for the campuses shown below.

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

(b) Commitment authorizations for auxiliary enterprises, grants and contracts, and other restricted funds estimated to be \$1,401,010,655.

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

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

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

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

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

Upon motion of Mr. Williams, seconded to Mr. Mallett, the Committee meeting was adjourned.

9C. Property and Facilities Committee

Ms. Werner, Chair of the Property and Facilities Committee, reported the Committee received nine (9) requests for Board approval.

9C1. Request for Approval of the FY 2019-20 Five-Year Capital Outlay Budget Request and First Year Prioritized Categories for Louisiana State University

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

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

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

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

9C2. Request from LSU A&M to Authorize the President to Execute a Lease for Construction of Alex Box Plaza with Tiger Athletic Foundation

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College authorizes F. King Alexander, in his capacity as President of LSU, to execute a Lease to Tiger Athletic Foundation in order to facilitate the Construction of Alex Box Champions Plaza and to execute related agreements” as may be reasonably necessary to facilitate the project;

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

BE IT FURTHER RESOLVED that F. King Alexander, in his capacity as President of LSU, or his designee, is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, to include in the Lease any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors.

9C3. Request from LSU A&M to Approve the Schematic Design of the New Kappa Kappa Gamma Sorority House

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the exterior elevations for the New Kappa Kappa Gamma Sorority House.

9C4. Request from LSU A&M to Approve the Purchase of Property Located at 604 West Roosevelt Street, Baton Rouge, Louisiana from the LSU Real Estate and Facilities Foundation

Upon motion of Mr. Brown, seconded by Mr. Anderson, 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 accept from the LSU Real Estate and Facilities Foundation the assignment of an offer to purchase the building and land located at 604 W. Roosevelt St. from Foundation Enterprises Property Investment Division, LLC in Baton Rouge, Louisiana, and further authorizes President Alexander to purchase that property for an amount no greater than the appraised fair market value; 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 with street address of 604 W. Roosevelt St., Baton Rouge, LA, together with all improvements thereon, for the amount of \$159,900 or such lesser amount determined to be its fair market value; 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, to execute Acts of Sale and other reasonably required agreements to acquire ownership of such property, 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.

9C5. Request from LSU Health Sciences Center-New Orleans to Approve an Intent to Lease Agreement with an Affiliated 501(c)(3) Organization for the Construction of Improvements for Floors Four through Eight of the Interim LSU Hospital Building

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that F. King Alexander, President of the Louisiana State University A&M College, or his designee, is authorized on behalf of and in the name of the Board of Supervisors to execute an Intent to Lease Agreement with an Affiliated 501(c)(3) Organization for construction of School of Medicine (SOM) Clinical Education Offices and SOM Testing Center in the Interim LSU Hospital Building and related improvements.

BE IT FURTHER RESOLVED that F. King Alexander, President LSU A&M College, or his designee, is hereby authorized by and empowered for an on behalf of and in the name of the Board of Supervisors to include in the Intent to Lease Agreement any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors.” Upon signature by both parties of the Intent to Lease, a Lease Agreement will be developed for approval by the Affiliated 501(c)(3) Board and submitted for approval by the Board of Supervisors.

9C6. Request from LSU Health Sciences Center-New Orleans for Authorization to Accept Transfer of State Owned Nursing Home, Certificate of Need and License and to Negotiate a Lease with Affiliated Hospital to Operate and Manage the Nursing Home

Upon motion of Mr. Brown, seconded by Mr. Anderson, 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 (“Board”) does hereby authorize F. King Alexander, President of Louisiana State University, or his designee, to accept a transfer from the Louisiana Department of Health of the John J. Hainkel Home and Rehabilitation Center in New Orleans, its Certificate of Need and License for the benefit of LSU Health Sciences Center- New Orleans and for LSU Health Science Center – New Orleans to negotiate a lease agreement and Cooperative Endeavor Agreement (“CEA”) with an affiliated hospital partner who will operate and manage the facility and will have use of the Certificate of Need and License, subject to Board approval.

BE IT FURTHER RESOLVED that F. King Alexander, President of Louisiana State University, or his designee, is authorized to execute such other consents, approvals, amendments and agreements as are necessary to effectuate said transfer and subsequent lease agreement and CEA and in such other consents, approvals, amendments and agreements those terms and conditions as he deems to be in the best interest of the Board, subject to Board approval.

BE IT FURTHER RESOLVED that F. King Alexander, President of Louisiana State University, or his designee, is authorized to approve the valuation of the assets being transferred and to negotiate a yearly compensation mechanism to Louisiana Department of Health from Louisiana State University Health Sciences Center- New Orleans via an interagency transfer line item in the appropriations process that he deems to be in the best interest of the Board.

9C7. Request from LSU Health Sciences Center-New Orleans to Approve a Cooperative Endeavor Agreement between the LSU Board of Supervisors and the Board of Supervisors of Community and Technical Colleges on behalf of Delgado Community College

Upon motion of Mr. Anderson, seconded by Mr. Woods, 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 Louisiana State University, to execute an Intent to Enter into Cooperative Endeavor Agreement by and between the Board of Supervisors of Community and Technical Colleges on behalf of Delgado Community College and the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, said Intent to Enter into Cooperative Endeavor Agreement to contain such terms and conditions as President Alexander deems to be in the best interest of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

9C8. Request from LSU A&M to Approve an Exchange of Property with the Louisiana National Guard at LSU Innovation Park, East Baton Rouge Parish, Louisiana

Upon motion of Mr. Brown, seconded by Mr. Woods, 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 (the "**LSU Board of Supervisors**") hereby authorizes Dr. F. King Alexander, President of Louisiana State University, or his designee to execute a Cooperative Endeavor Agreement among LSU Board of Supervisors, the Military Department, State of Louisiana and the Louisiana National Guard Foundation, and an act of exchange of immovable property between the LSU Board of Supervisors and the Military Department, State of Louisiana exchanging a certain tract or parcel of ground located on LSU's Innovation Park and being described as Tract B, as said parcel is depicted on Attachment 1 hereto and identified therein as "New LANG Site", and receiving in return that certain tract or parcel of ground located adjacent to LSU's Innovation Park and being described as Tract A, as said parcel is depicted on Attachment 1 hereto, and that President Alexander be and hereby is authorized to execute such cooperative endeavor agreement, act of exchange and any and all other documents necessary to accomplish the transaction and to include in such cooperative endeavor agreement, act of exchange or other documents any terms and conditions as he deems to be in the best interests of the LSU Board of Supervisors.

9C9. Request from the Pennington Biomedical Research Center to Name Room M4063 in the Clinical Research Building the "Art E. Favre Executive Conference Room"

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize F. King Alexander, President of the Louisiana State University, or his designee, to rename the room M4063 of the Pennington Biomedical Research Center Clinical Research Building the "Art E. Favre Executive Conference Room."

BE IT FURTHER RESOLVED that F. King Alexander, President of the Louisiana State University, or his designee, is duly authorized by and empowered for and on behalf of and in the name of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College to rename room M4063 of the Pennington Biomedical Research Center Clinical Research Building the "Art E. Favre Executive Conference Room."

9D. Athletic Committee

Mr. Williams, Chair-Elect stated the Athletics Committee would not convene this meeting.

9E. Healthcare and Medical Education Committee

Ms. Jones, Chair of the Healthcare and Medical Education Committee, reported the Committee had one (1) item on the agenda.

9E1. Recommendation to Approve a Cooperative Endeavor Agreement with the LSU Board of Supervisors, Ochsner Health System, & the State of Louisiana Through the Louisiana Division of Administration Relating to Management and Operation of Public Hospitals and Clinics in Shreveport and Monroe

Dr. King Alexander, President of LSU; Mr. Warner L. Thomas, CEO of Ochsner Health System; Mr. Jay Dardenne, Commissioner of Administration; Mr. Matthew Block, Executive Counsel to the Governor; Dr. Ghali E. Ghali, Chancellor of LSUHSC-S; and Mr. Patrick Seiter, Partner at Taylor Porter Law Firm presented to the Board on the history, timeline, and documents related to the Cooperative Endeavor Agreement with Ochsner Health System.

Upon motion of Mr. Brown, seconded by Mr. Chatelain, 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, approves the creation of the LSU Health Sciences Center Shreveport -Ochsner Health System-North Louisiana (OLHS-NL) Joint Venture, with an effective date of October 1, 2018; and for which all documents have been presented to the Board for review prior to execution.

BE IT FURTHER RESOLVED, that the President will assure that Louisiana State University Health Sciences Center – Shreveport will maintain its status as a state-owned educational institution following the creation of the OLHS-NL partnership; and

BE IT FURTHER RESOLVED, that the President shall upon request and as appropriate provide a periodic report to the Board on the status of the OLHS-NL Joint Venture and its fulfillment of the “public purpose”.

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

Upon motion of Mr. Anderson, seconded by Mr. Blossman, the Committee meeting was adjourned.

10. Chairman’s Report

The Chair Mr. Williams recognized Rémy Starns who stated he supports completely holistic admissions and doesn’t see how it lowers the standard in anyway. Mr. Starns congratulated the President and LSU for the incoming freshman class. Mr. Williams stated at the appropriate time the Board will put out a statement.

The Chair Mr. Williams provided notice of a proposal for revisions to the Bylaws of the Board of Supervisors to be presented at the next Board meeting.

The Chair Mr. Williams announced the next Board of Supervisors meeting will be held in Baton Rouge at the LSU Administration Building on October 4, 2018.

11. Adjournment

Chairman Mr. Williams asked for a motion to adjourn with no further business before the Board. Upon motion by Mr. Moore, seconded by Mr. Stewart, the meeting was adjourned.

Stephanie Tomlinson
Executive Assistant
LSU Board of Supervisors



Finance Infrastructure & Core Development Committee
Fall 2018 Enrollment

Written Report Only

To: Members of the Board of Supervisors

Date: October 4, 2018

The following is a summary report that compares Fall 2017 enrollment to Fall 2018 enrollment. Additional details are included in Table 1 attached to this report.

LSU A & M:

- The number of new first-time freshmen increased. Fall 2017 (4,917) and Fall 2018 (5,812).
- Total undergraduate headcount decreased. Fall 2017 (25,446) and Fall 2018 (25,363).
- The number of graduate students enrolled increased. Fall 2017 (4,464) and Fall 2018 (4,622).
- The number of professional students enrolled increased. Fall 2017 (422) and Fall 2018 (435).
- The number of law students enrolled increased. Fall 2017 (531) and Fall 2018 (567).
- Total headcount enrollment increased. Fall 2017 (30,863) and Fall 2018 (30,987).
- The number of freshmen applications increased. Fall 2017 (17,894) and Fall 2018 (24,270). A 35.63% increase.
- First to second year retention increased. Fall 2017 (82.9% for Class of 2016) and Fall 2018 (83.7% for Class of 2017).

LSU Alexandria:

- The number of new first-time freshmen decreased. Fall 2017 (472) and Fall 2018 (461).
- Total undergraduate headcount decreased. Fall 2017 (3,378) and Fall 2018 (3,164).
- The number of freshmen applications increased. Fall 2017 (990) and Fall 2018 (1,128). A 13.94% increase.
- First to second year retention increased. Fall 2017 (54.86% for Class of 2016) and Fall 2018 (58.42% for Class of 2017).

LSU Eunice:

- The number of new first-time freshmen increased. Fall 2017 (801) and Fall 2018 (920).
- Total undergraduate headcount increased. Fall 2017 (3,044) and Fall 2018 (3,232).
- The number of freshmen applications increased. Fall 2017 (1,335) and Fall 2018 (1,867). A 39.85% increase.
- First to second year retention increased. Fall 2017 (46.64% for Class of 2016) and Fall 2018 (53.77% for Class of 2017). A 15.29% increase.

LSU Shreveport:

- The number of new first-time freshmen increased. Fall 2017 (286) and Fall 2018 (293).
- Total undergraduate headcount decreased. Fall 2017 (2,644) and Fall 2018 (2,527).
- Total graduate headcount increased. Fall 2017 (3,153) and Fall 2018 (4,354).
- Total headcount enrollment increased. Fall 2017 (5,797) and Fall 2018 (6,881).
- The number of freshmen applications increased. Fall 2017 (952) and Fall 2018 (1,000). A 5.04% increase.
- First to second year retention increased. Fall 2017 (63.90% for Class of 2016) and Fall 2018 (64.60% for Class of 2017). A 1.10% increase.

LSU Health Sciences Center New Orleans:

- Total headcount enrollment increased. Fall 2017 (2,777) and Fall 2018 (2,808).

LSU Health Sciences Center Shreveport:

- Total headcount enrollment decreased. Fall 2017 (899) and Fall 2018 (890).

**Table I
Fall 2018 14th Day Enrollment Report**

LSU A&M

LSU A & M	14th Day Fall 2017	14th Day Fall 2018	% Increase (Decrease)
Undergraduate/First Time Freshmen/Fall			
# of applications	17,894	24,270	35.63%
# enrolled	4,917	5,812	18.20%
Number of nonresident students enrolled	824	1,206	46.36%

LSU A & M Honors College	14th Day Fall 2017	14th Day Fall 2018	% Increase (Decrease)
Undergraduate/First Time Freshmen/Fall			
# of applications	5,122	5,738	12.03%
# enrolled	594	741	24.75%
Number of nonresident students enrolled	105	133	26.67%

LSU A & M	14th Day Fall 2017	14th Day Fall 2018	% Increase (Decrease)
Undergraduate/Transfers BOR Defined			
# enrolled	703	727	3.41%

Transfers enrolled from LA Community Colleges	257	237	-7.78%
Transfer enrolled from LA 4-year universities	223	243	8.97%

LSU A & M	14th Day Fall 2017	14th Day Fall 2018	% Increase (Decrease)
Undergraduate Headcount	25,446	25,363	-0.33%
Dual Enrollment	1,613	1,476	-8.49%
Graduate Student Headcount	4,464	4,622	3.54%
Professional	422	435	3.08%
Professional - Law	531	567	6.78%

LSU A & M	14th Day Fall 2017	14th Day Fall 2018	% Increase (Decrease)
1 st to 2 nd Year Retention First Time Full Time Freshmen (Class 2016 & Class 2017)	82.9%	83.7%	0.97%

LSU A&M

Table I
Fall 2018 14th Day Enrollment Report

LSU A & M	14th Day Fall 2017	14th Day Fall 2018	% Increase (Decrease)
New Freshman Male Headcount	2,214	2,548	15.09%
New Freshman Female Headcount	2,703	3,264	20.75%

LSU A & M			
New Graduate/Professional/Law	14th Day Fall 2017	14th Day Fall 2018	% Increase (Decrease)
# Graduates Enrolled	1,049	1,076	2.57%
# Professional Enrolled	89	99	11.24%
# Professional-Law Center Enrolled	192	219	14.06%

LSU Alexandria			
LSU Alexandria			
Undergraduate/First Time Freshmen/Fall	14th Day Fall 2017	14th Day Fall 2018	% Increase (Decrease)
# of applications	990	1,128	13.94%
# of students enrolled	472	461	-2.33%

LSU Alexandria			
Undergraduate/Transfers BOR Defined	14th Day Fall 2017	14th Day Fall 2018	% Increase (Decrease)
# enrolled	304	281	-7.57%

Transfers enrolled from LA Community Colleges	125	98	-21.60%
Transfer enrolled from LA 4-year universities	81	136	67.90%

LSU Alexandria	14th Day Fall 2017	14th Day Fall 2018	% Increase (Decrease)
Undergraduate Headcount	3,378	3,164	-6.34%
Dual Enrollment	667	464	-30.43%

LSU Alexandria	14th Day Fall 2017	14th Day Fall 2018	% Increase (Decrease)
1st to 2nd Year Retention First Time Full Time Freshmen (Class 2016 & Class 2017)	54.86%	58.42%	6.49%

LSU Alexandria	14th Day Fall 2017	14th Day Fall 2018	% Increase (Decrease)
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Table I
Fall 2018 14th Day Enrollment Report

New Freshman Male Headcount	186	136	-26.88%
New Freshman Female Headcount	286	325	13.64%

LSU Eunice			
LSU Eunice	14 th Day Fall 2017	14 th Day Fall 2018	% Increase (Decrease)
Undergraduate/First Time Freshmen/Fall			
# of applications	1,335	1,867	39.85%
# enrolled	801	920	14.86%

LSU Eunice	14 th Day Fall 2017	14 th Day Fall 2018	% Increase (Decrease)
Undergraduate Headcount	3,044	3,232	6.18%
Dual Enrollment	567	530	-6.53%

LSU Eunice	14 th Day Fall 2017	14 th Day Fall 2018	% Increase (Decrease)
1st to 2nd Year Retention First Time Full Time Freshmen (Class 2016 & Class 2017)	46.64%	53.77%	15.29%

LSU Eunice	14 th Day Fall 2017	14 th Day Fall 2018	% Increase (Decrease)
New Freshman Male Headcount	244	307	25.82%
New Freshman Female Headcount	557	613	10.05%

LSU Shreveport			
LSU Shreveport	14 th Day Fall 2017	14 th Day Fall 2018	% Increase (Decrease)
Undergraduate/First Time Freshmen/Fall	Total	Total	
# of applications	952	1000	5.04%
# of students enrolled	286	293	2.45%

LSU Shreveport	14 th Day Fall 2017	14 th Day Fall 2018	% Increase (Decrease)
Undergraduate/Transfers BOR Defined	Total	Total	
# enrolled	350	382	9.14%

Transfers enrolled from LA community colleges	152	156	2.63%
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Table I
Fall 2018 14th Day Enrollment Report

Transfers enrolled from LA 4-year universities	84	116	38.10%
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LSU Shreveport	14th Day Fall 2017	14th Day Fall 2018	% Increase (Decrease)
Undergraduate Headcount	2,644	2,527	-4.43%
Dual Enrollment	388	300	-22.68%
Graduate Student Headcount	3,153	4,354	38.09%

LSU Shreveport	14th Day Fall 2017	14th Day Fall 2018	% Increase (Decrease)
1st to 2nd Year Retention First Time Full Time Freshmen (Class 2016 & Class 2017)	63.90%	64.60%	1.10%

LSU Shreveport	14th Day Fall 2017	14th Day Fall 2018	% Increase (Decrease)
New Freshman Male Headcount	114	116	1.75%
New Freshman Female Headcount	172	177	2.91%