## LSU Board of Supervisors Committee Meetings 3810 W. Lakeshore Drive Baton Rouge, Louisiana 70808 Board Conference Room

# 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

> Friday, January 29, 2016 10:00am

### A. FINANCE, INFRASTRUCTURE, AND CORE DEVELOPMENT COMMITTEE Ronnie Anderson, Chairman

- 1. Request from LSU Health Sciences Center Shreveport to Approve Authorization of Non-Resident Fee Exemption in the School of Medicine
- 2. Request from LSU A&M to Approve Increasing the Value of the President's Alumni Scholars Award to Full Cost of Attendance
- 3. Request from LSU A&M to Approve an Increase in the Number of Stamps Leadership Scholars Awards from Five Per Year to Ten Per Year
- 4. Request from LSU A&M to Approve Partial Non-Resident Undergraduate Fee Exemptions to Qualified Incoming Texas Residents ("Texas Tiger Program")

# **B. HEALTHCARE AND MEDICAL EDUCATION COMMITTEE**

Robert "Bobby" Yarborough, Chairman

- 1. Pennington Biomedical Research Center Foundation Business Plan Presentation
- 2. Presentation by the Health Care Services Division

Presentation

 Discussion of the Cooperative Endeavour Agreement between Biomedical Research Foundation of Northwest Louisiana (BRF), BRF Hospital Holdings, LLC (BRFHH), LSU and the State of Louisiana through the Division of Administration NOTICE: The LSU Board of Supervisors may go into Executive Session pursuant to La. R.S. 42:17(A)(2) to discuss litigation related to Item D.3

# C. ACADEMIC AND STUDENT AFFAIRS, ACHIEVEMENT AND DISTINCTION COMMITTEE

James W. Moore, Jr., Chairman

- 1. Request from LSU Health Sciences Center New Orleans to Approve Designation of the Alcohol and Drug Abuse Center of Excellence as a Board of Regents Center of Research Excellence
- 2. Request from LSU Eunice to Approve a New Program for an Associate of Science in Agriculture

## D. PROPERTY AND FACILITIES COMMITTEE

Rolfe McCollister, Chairman

- 1. LSU Facilities & Real Estate Foundation Update
- 2. Capital Projects Update

Presentation Presentation

Presentation

# E. RESEARCH AND ECONOMIC DEVELOPMENT COMMITTEE

Jim McCrery, Chairman

1. Economic Development: How LSU is Driving Louisiana's Economy

# F. ATHLETIC COMMITTEE

R. Blake Chatelain, Chairman

- 1. Request by LSU A&M to Approve the Athletic Statue Criteria and Process
- 2. Request by LSU A&M to Approve the Athletic Contract for Dave Aranda, Football Defensive Coordinator

# G. AUDIT COMMITTEE

Stanley Jacobs, Chairman

The Audit Committee will meet at 9:00am in the LSU University Administration Building in Conference Room 112, Baton Rouge. The Committee may go into Executive Session in accordance with the provisions of LA R.S. 42:6.1 A (4).

Board members will visit the LSU Olinde Career Center and Geaux Center during lunch break

## LSU Board of Supervisors Meeting

Following Committee Meetings

Mr. Ray Lasseigne, Chairman Friday, January 29, 2016

- 1. Call to Order and Roll Call
- 2. Invocation and Pledge of Allegiance
- 3. Approval of Minutes of the Board Meeting held on December 11, 2015
- 4. Personnel Actions Requiring Board Approval
- 5. Reports from the Council of Faculty and Staff Advisors
- 6. President's Report
- 7. Reports to the Board
  - A. FY 2015-2016 1st Quarter Internal Audit Summary
  - B. FY 2015-2016 2nd Quarter Consolidated Investment Report
- 8. Approval of Consent Items
  - A. Request from Pennington Biomedical Research Center to Name the Board Room in the C.B. Pennington, Jr. Building the "Paula Pennington de la Bretonne Board Room"
  - B. Request from LSU A&M to Approve Changing the Name of the School of the Coast and Environment to the College of the Coast and Environment
  - C. Request from LSU A&M to Name College of Engineering Atrium the "Cambre Atrium"
  - D. Request from LSU A&M to Name College of Engineering Classroom the "Baker Hughes Classroom"

- E. Request from LSU AgCenter to Approve a Temporary Construction Servitude – DOTD Hill Farm Research Station, Claiborne Parish Homer, Louisiana
- F. Request from LSU AgCenter to Approve the Reauthorization of the Louisiana Institute for Biofuels and Bioprocessing
- G. Request from LSU A&M to Approve a Letter of Intent for a Doctor of Philosophy in Biological Engineering
- H. Request from LSU A&M to Approve a Letter of Intent for a Bachelor of Science in Entrepreneurship
- I. Request from LSU Health Sciences Center New Orleans to Approve a Letter of Intent for a Bachelor of Science in Public Health
- J. Request from LSU A&M to Approve the Establishment of Three Endowed Professorships, Seven Superior Graduate Student Scholarships, and the Conversion of an Existing Professorship to a Superior Graduate Student Scholarship
  - i. Professional Ethics Professorship #4
  - ii. E.J. Ourso Professorship in Information Systems and Decision Sciences #1
  - iii. E.J. Ourso Professorship in Consumer Behavior
  - iv. Neil and Sarah Klock Superior Graduate Student Scholarship for Petroleum Engineering
  - v. Audrey Engelhart Scholarship in Shelter Medicine
  - vi. Audrey Engelhart Scholarship in the School of Veterinary Medicine
  - vii. Shawn and Erin Mire Superior Graduate Student Scholarship
  - viii. Robert A. Godke, Jr. Graduate Student Scholarship
  - ix. Dr. Steven D. Everson and Dr. Bradley S. Everson Honorary Endowed Scholarship Fund
  - x. Susan A. Halsey Memorial Scholarship Fund
  - xi. Conversion of the Laura Cordell and John P. "Jay" Moffitt Professorship in Geology and Geophysics to the Laura Cordell and John P. "Jay" Moffitt Distinguished Fellowship
- K. Recommend Approval of Changes to the Board of Supervisors Scholarship Program

### 9. Committee Reports

## A. FINANCE, INFRASTRUCTURE, AND CORE DEVELOPMENT COMMITTEE Ronnie Anderson, Chairman

B. HEALTHCARE AND MEDICAL EDUCATION COMMITTEE Robert "Bobby" Yarborough, Chairman

# C. ACADEMIC AND STUDENT AFFAIRS, ACHIEVEMENT AND DISTINCTION COMMITTEE

James W. Moore, Jr., Chairman

## D. PROPERTY AND FACILITIES COMMITTEE

Rolfe McCollister, Jr., Chairman

# E. RESEARCH AND ECONOMIC DEVELOPMENT COMMITTEE

Jim McCrery, Chairman

# F. ATHLETIC COMMITTEE

R. Blake Chatelain, Chairman

# G. AUDIT COMMITTEE

Stanley Jacobs, Chairman

- 10. Chairman's Reportk
- 11. Adjournment

# 3. APPROVAL OF MINUTES OF THE BOARD MEETING

#### INDEX

## **REGULAR BOARD MEETING**

### December 11, 2015

Page

1.	Call	to Order and Roll Call	1
2.	Invo	cation and Pledge of Allegiance	1
3.	Appr	oval of the Minutes of the Board Meeting held on October 23, 2015	2
4.	Pers	onnel Actions Requiring Board Approval	2
5.	Repo	orts from the Council of Faculty and Staff Advisors	2
6.	Pres	ident's Report	2
7.	Four	ussion of the Cooperative Endeavour Agreement between Biomedical Research Indation of Northwest Louisiana (BRF), BRF Hospital Holdings, LLC (BRFHH), and the State of Louisiana through the Division of Administration	
		ICE: The LSU Board of Supervisors may go into Executive Session pursuant to R.S. 42:17(A)(2) to discuss litigation related to Item #7.	3
8.	Repo	orts to the Board	3
		Ist Quarter Consolidated Report on Personnel Actions Not Requiring Board	
	В. <u>2</u>	2015 Plan Year 3rd Quarter Report for the LSU First Health Plan	
9.	Appr	oval of Consent Agenda Items	3
		Recommendation to Approve Degrees to be Conferred at the 2015 Fall Commencement Exercises	4
		Request from LSU Health New Orleans for Approval to Consolidate the Master of Nursing with the Master of Science in Nursing	4
	f	Request from LSU A&M to Approve Continued Board of Regents Designation or the Center of Research Excellence in Plant Biotechnology and Crop Development	4
	E	Request from LSU A&M to Approve the Establishment of an Augmented Endowed Chair and Three Endowed Professorships I. Edwin K. Hunter Chair in Traditions of Rhetoric and Argument in Communication Studies	4
		<ol> <li>E.J. Ourso Professorship in Information Systems and Decision Sciences</li> <li>#2</li> <li>E.J. Ourso Professorship in Information Systems and Decision Sciences</li> </ol>	
		#3	

4. E.J. Ourso Professorship in Marketing Strategy

	E.	<ul> <li>Request from LSU Health New Orleans to Approve the Establishment of an Endowed Chair, Three Endowed Professorships, an Endowed Superior Graduate Student Scholarship and the Enhancements of Six Existing Endowed Professorships</li> <li>1. Cancer Crusaders Chair in Advanced Cancer Therapy Research</li> <li>2. Horatio Reily Professorship in Urology</li> <li>3. The Spirit of Charity Keith Van Meter, MD, Professorship in Emergency Medicine</li> <li>4. Joseph N. Macaluso, Jr., MD, FACS, Professorship in Endourology</li> <li>5. LSU School of Dentistry Orthodontic Alumni Endowed Superior Graduate Scholarship in Orthodontics</li> <li>6. Harry E. Dascomb, MD Professorship of Medicine</li> <li>7. Fred G. Brazda, PhD Professorship in Biochemistry</li> <li>8. Richard M. Paddison, MD Professorship of Neurology</li> <li>9. Jim Lowenstein Professorship in Medicine</li> <li>10. Gerald S. Berenson, MD Professorship in Preventive Cardiology</li> <li>11. Marie LaHasky Professorship of Family Medicine</li> </ul>	5
	F.	<ul> <li>Request from LSUA to Approve the Establishment of an Endowed Professorship and an Endowed Scholarship for First Generation College Students</li> <li>1. Richard Bryan Gwartney Endowed Professorship</li> <li>2. Michael Jenkins Endowed Scholarship for First Generation College Students</li> </ul>	7
	G.	Request from LSU A&M for Approval to Award a Posthumous Bachelor of Science to Praneet Karki	7
	H.	Request from LSU A&M to Approve a Servitude Agreement with The Baton Rouge Water Works Company, Burbank Drive Area, Baton Rouge	7
	I.	Request from LSU A&M to Approve Acceptance of Donation by The Burden Foundation of Tract "A-1-A" for the Benefit of the LSU Rural Life Museum and Windrush Gardens and to Approve Electronic Gate Agreement and Amendment and Ratification of Servitude	7
	J.	Authorization for the LSU President to Approve Football Postseason Additional Compensation in Accordance with Existing Board Policy or Coaches' Contracts	8
10.	Co	mmittee Reports	8
10A.	Aca	ademic and Student Affairs, Achievement and Distinction Committee	8
10A1.	Me	trics and Tools for Analyzing and Improving Institutional Performance	8
10B.	Pro	perty and Facilities Committee	9
10B1.	LSI	quest from LSU Health New Orleans to Enter into an Agreement with JHSC Affiliated Organization for the Construction and Operation of Digital tdoor Advertising Sign Structures	9

10B2.	Request from LSUA to Approve a Lease Agreement with the LSUA Foundation for the Construction of the Icon Corner Pond and Entrance Signage	10
10C.	Finance, Infrastructure, and Core Development Committee	10
10C1.	Request from LSU A&M for the Establishment of a Restricted Account in the LSU Information Technology Services for the Software Recovery Account	10
10D.	Audit Committee	10
10D1.	Presentation of FY 2016 1st Quarter Audit Summary	10
11.	Chairman's Report	10
12.	Adjournment	11

#### MINUTES

#### **REGULAR BOARD MEETING**

#### December 11, 2015

#### 1. Call to Order and Roll Call

Mr. Ray Lasseigne, Chair, called to order the Regular Meeting of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College in the University Administration Building, Baton Rouge, Louisiana, on December 11, 2015 at 1:13 p.m.

The secretary called the roll.

#### PRESENT

Mr. Raymond J. Lasseigne Chairman Mr. Ronald R. Anderson	Mr. Scott Ballard Chairman-Elect Mr. Scott A. Angelle
Mr. R. Blake Chatelain	Mr. Garret "Hank" Danos
Ms. Ann D. Duplessis	Mr. Stanley J. Jacobs
Mr. Jack E. Lawton, Jr.	Mr. Lee Mallett
Mr. Rolfe McCollister, Jr.	Mr. Jim McCrery
Mr. Robert "Bobby" Yarborough	Ms. Clare Sanchez

#### ABSENT

Mr. James W. Moore, Jr.

Mr. J. Stephen Perry

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 three (3) public comments registered to address the Board on Agenda Item #7: The Cooperative Endeavor Agreement between Biomedical Research Foundation of Northwest Louisiana (BRF), BRF Hospital Holdings, LLC (BRFHH), LSU and the State of Louisiana through the Division of Administration.

Mr. Carter Rogers, Board Chairman of Shreveport Bossier Business Alliance for Higher Education; Dr. Phillip Rozeman, incoming Board Chairman of Shreveport Chamber of Commerce, and Shreveport Community Doctor; and Mr. Scott Martinez, President of the North Louisiana Economic Partnership Shreveport addressed the Board.

#### 2. Invocation and Pledge of Allegiance

Chairman Lasseigne recognized Dr. Larry Clark, Chancellor of LSU Shreveport, who introduced the students and faculty member addressing the Board.

Dennis Henderson gave the invocation. Richard Wardlaw led the Pledge of Allegiance.

Faculty Member, Dr. Gary Joiner, Chair, Department of History and Social Sciences, Associate Professor of History, Director Red River Regional Studies Center; and Mary Anne and Leonard Selber, Professor of History. Dr. Joiner has been working on research in the regional history of small towns and heritage groups relative to historical building preservation and mapping cemeteries. This information will be on the web so that it is easily available, especially for librarians and geologist. Also, since November they have been working closely with Barksdale Air Force Base, Global Strike Command, and the 8<sup>th</sup> Air Force, 2<sup>nd</sup> Bomb Wing from Barksdale to recreate the history of this group from the Gulf War, 25 years ago. A Symposium is being held on January 16, 2016 at LSU Shreveport for the 25<sup>th</sup> Anniversary of the Opening Shots of the Gulf War. Dr. Joiner extended an invitation to Board Members.

#### 3. Approval of the Minutes of the Board Meeting held on October 23, 2015

Upon motion of Mr. Yarborough, seconded by Mr. Chatelain, the Board voted unanimously to approve the Minutes of the Regular Board Meeting held on October 23, 2015.

#### 4. <u>Personnel Actions Requiring Board Approval</u>

Mr. Tom Skinner, General Counsel, requested approval of the Personnel Actions. He noted the executive staff had reviewed these actions and recommended Board approval.

Upon motion of Mr. Ballard, seconded by Mr. Yarborough, the Board voted unanimously to approve the Personnel Actions as presented. (Copy of Personnel Actions on file in the Office of the LSU Board of Supervisors of Louisiana State University)

#### 5. <u>Reports from the Council of Faculty and Staff Advisors</u>

Dr. John Vanchiere, LSU Health Shreveport representing the Council of Faculty Advisors, furnished an information report. The Council of Staff Advisors did not report.

#### 6. <u>President's Report</u>

Dr. F. King Alexander, President of LSU recognized:

- Dr. Richard Koubek, Executive Vice President of Academic Affairs and Provost;
- Dr. Wade Smith, University Laboratory School Superintendent;
- Dr. Thomas Kutter, Dr. Martin Tzanov, Dr. William Metcalf, Physicist Researchers at LSU A&M;
- Dr. Larry Hollier, Chancellor LSU Health Sciences Center New Orleans;
- Dr. Larry Clark, Chancellor LSU Shreveport;
- Dr. Robert Barish, Chancellor LSU Health Sciences Center Shreveport;

Each provided recent activities, awards and contributions regarding respective campuses.

Dr. Alexander asked Mr. Lasseigne to read the Board Resolution recognizing Dr. Robert Barish's upcoming retirement as the Chancellor of Health Sciences Center Shreveport. Chairman Lasseigne, Chairman-Elect Ballard, and President Alexander presented the Resolution to Dr. Barish.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors for Louisiana State University and Agricultural and Mechanical College hereby recognizes and commends Dr. Robert A. Barish for tenure at LSU and wishes him and his wife, Jenny, well as they move onto to greater opportunities.

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

7. <u>Discussion of the Cooperative Endeavour Agreement between Biomedical Research Foundation</u> of Northwest Louisiana (BRF), BRF Hospital Holdings, LLC (BRFHH), LSU and the State of Louisiana through the Division of Administration

NOTICE: The LSU Board of Supervisors may go into Executive Session pursuant to La. R.S. 42:17(A)(2) to discuss litigation related to Item #7.

Chairman Lasseigne said there is a need for a legal update from Council on this referenced matter and asked for a motion to go into Executive Session. Upon motion by Mr. Ballard, and seconded by Mr. Yarborough, the Board voted unanimously to adjourn and meet in Executive Session at 2:00 p.m.

Chairman Lasseigne reconvened the regular Board Meeting at 3:10 p.m. Upon motion by Mr. Chatelain, seconded by Mr. Yarborough, the Board voted unanimously to reconvene the meeting.

8. <u>Reports to the Board</u>

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

- 8A. <u>1st Quarter Consolidated Report on Personnel Actions Not Requiring Board Approval</u>
- 8B. <u>2015 Plan Year 3rd Quarter Report for the LSU First Health Plan</u>
- 9. <u>Approval of Consent Items</u>

Chair Lasseigne offered the following recommendation:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the Consent Agenda items as submitted.

Upon motion of Mr. McCollister, seconded by Mr. Anderson, the Board voted unanimously to approve the Consent resolutions.

9A. <u>Recommendation to Approve Degrees to be Conferred at the 2015 Fall Commencement Exercises</u>

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University does hereby approve the degrees to be conferred on candidates meeting degree requirements for graduation from the campuses of the University at 2015 fall commencement exercises (December 17,18, 20).

A copy of the Fall Commencement Schedule of Activities is on file in the office of the LSU Board of Supervisors of Louisiana State University.

9B. <u>Request from LSU Health New Orleans for Approval to Consolidate the Master of Nursing with the</u> <u>Master of Science in Nursing</u>

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors hereby approves the request to consolidate the Master of Nursing with the Master of Science in Nursing, pending approval by the Board of Regents.

9C. <u>Request from LSU A&M to Approve Continued Board of Regents Designation for the Center of</u> <u>Research Excellence in Plant Biotechnology and Crop Development</u>

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University does hereby approve the request for the continued Board of Regents designation for the Center of Research Excellence in Plant Biotechnology and Crop Development, subject to approval by the Board of Regents.

- 9D. <u>Request from LSU A&M to Approve the Establishment of an Augmented Endowed Chair and Three</u> <u>Endowed Professorships</u>
  - 1. Edwin K. Hunter Chair in Traditions of Rhetoric and Argument in Communication Studies
  - 2. E.J. Ourso Professorship in Information Systems and Decision Sciences #2
  - 3. E.J. Ourso Professorship in Information Systems and Decision Sciences #3
  - 4. E.J. Ourso Professorship in Marketing Strategy

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors hereby approves the request to establish the augmented Edwin K. Hunter Chair in the Traditions of Rhetoric and Argument in Communication Studies;

**BE IT FURTHER RESOLVED** that the Board of Supervisors hereby approves the request to establish the E.J. Ourso Professorship in Information Systems and Decision Sciences #2;

**BE IT FUTHER RESOLVED** that the Board of Supervisors hereby approves the request to establish the E.J. Ourso Professorship in Information Systems and Decision Sciences #3;

**BE IT FUTHER RESOLVED** that the Board of Supervisors hereby approves the request to establish the E.J. Ourso Professorship in Marketing Strategy;

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Supervisors of Louisiana State University and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the above named chair and professorships.

- 9E. <u>Request from LSU Health New Orleans to Approve the Establishment of an Endowed Chair, Three</u> <u>Endowed Professorships, an Endowed Superior Graduate Student Scholarship and the</u> <u>Enhancements of Six Existing Endowed Professorships</u>
  - 1. Cancer Crusaders Chair in Advanced Cancer Therapy Research
  - 2. Horatio Reily Professorship in Urology
  - 3. The Spirit of Charity Keith Van Meter, MD, Professorship in Emergency Medicine
  - 4. Joseph N. Macaluso, Jr., MD, FACS, Professorship in Endourology
  - 5. LSU School of Dentistry Orthodontic Alumni Endowed Superior Graduate Scholarship in Orthodontics
  - 6. Harry E. Dascomb, MD Professorship of Medicine
  - 7. Fred G. Brazda, PhD Professorship in Biochemistry
  - 8. Richard M. Paddison, MD Professorship of Neurology
  - 9. Jim Lowenstein Professorship in Medicine
  - 10. Gerald S. Berenson, MD Professorship in Preventive Cardiology
  - 11. Marie LaHasky Professorship of Family Medicine

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors hereby approves the request to establish the Cancer Crusaders Chair in Advanced Cancer Therapy Research at LSU Health New Orleans;

**BE IT FURTHER RESOLVED** that the Board of Supervisors hereby approves the request to establish the Horatio Reily Professorship in Urology;

**BE IT FURTHER RESOLVED** that the Board of Supervisors hereby approves the request to establish The Spirit of Charity Keith Van Meter, MD, Professorship in Emergency Medicine;

**BE IT FURTHER RESOLVED** that the Board of Supervisors hereby approves the request to establish the Joseph N. Macaluso, Jr., MD, FACS, Professorship in Endourology;

**BE IT FURTHER RESOLVED** that the Board of Supervisors hereby approves the request to establish the LSU School of Dentistry Orthodontic Alumni Endowed Superior Graduate Scholarship in Orthodontics;

**BE IT FURTHER RESOLVED** that the Board of Supervisors hereby approves the request to enhance the Harry E. Dascomb, MD Professorship of Medicine;

**BE IT FURTHER RESOLVED** that the Board of Supervisors hereby approves the request to enhance the Fred G. Brazda, PhD Professorship in Biochemistry;

**BE IT FURTHER RESOLVED** that the Board of Supervisors hereby approves the request to enhance the Richard M. Paddison, MD Professorship of Neurology;

**BE IT FURTHER RESOLVED** that the Board of Supervisors hereby approves the request to enhance the Jim Lowenstein Professorship of Medicine;

**BE IT FURTHER RESOLVED** that the Board of Supervisors hereby approves the request to enhance the Gerald S. Berenson, MD Professorship in Preventive Cardiology;

**BE IT FURTHER RESOLVED** that the Board of Supervisors hereby approves the request to enhance the Marie LaHasky Professorship of Family Medicine;

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Supervisors of Louisiana State University and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment or enhancement of the referenced endowment requests.

#### Louisiana State University Health Sciences Center – New Orleans List of Requested Endowments and Donation Amounts 12/11/2015

Endowed Chair	Donation Amount			
Cancer Crusaders Chair in Advanced	\$600,000			
Cancer Therapy Research				

New Endowed Professorships	Donation Amount
Horatio Reily Professorship in Urology	\$60,000
The Spirit of Charity Keith Van Meter, MD, Professorship in Emergency Medicine	\$60,000
Joseph N. Macaluso, Jr., MD, FACS, Professorship in Endourology	\$60,000

Endowed Superior Graduate Student Scholarship	Donation Amount
LSU School of Dentistry Orthodontic Alumni Endowed Superior Graduate Scholarship in Orthodontics	\$180,000

Enhanced, Existing Endowed Professorships	Donation Amount
Harry E. Dascomb, MD Professorship of Medicine	\$60,000
Fred G. Brazda, PhD Professorship in Biochemistry	\$60,000
Richard M. Paddison, MD Professorship of	\$60,000
Neurology	
Jim Lowenstein Professorship of Medicine	\$60,000
Gerald S. Berenson, MD Professorship in	\$120,000
Preventive Cardiology	
Marie LaHasky Professorship of Family Medicine	\$180,000

- 9F. <u>Request from LSUA to Approve the Establishment of an Endowed Professorship and an Endowed</u> <u>Scholarship for First Generation College Students</u>
  - 1. Richard Bryan Gwartney Endowed Professorship
  - 2. Michael Jenkins Endowed Scholarship for First Generation College Students

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors hereby approves the request to establish the Richard Bryan Gwartney Endowed Professorship at LSUA;

**BE IT FURTHER RESOLVED** that the Board of Supervisors hereby approves the request to establish the Michael Jenkins Endowed Scholarship for First Generation College Students;

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Supervisors of Louisiana State University and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the above named professorship and scholarship.

9G. Request from LSU A&M for Approval to Award a Posthumous Bachelor of Science to Praneet Karki

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors hereby approves the request to award a posthumous Bachelor of Science in Biological Engineering to Praneet Karki.

9H. <u>Request from LSU A&M to Approve a Servitude Agreement with The Baton Rouge Water Works</u> <u>Company, Burbank Drive Area, Baton Rouge</u>

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby authorize that F. King Alexander, in his capacity as President of LSU, to execute the Servitude Agreement with The Baton Rouge Water Works to construct a pipeline for the purpose of transporting water across LSU property.

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

9I. Request from LSU A&M to Approve Acceptance of Donation by The Burden Foundation of Tract <u>"A-1-A" for the Benefit of the LSU Rural Life Museum and Windrush Gardens and to Approve</u> <u>Electronic Gate Agreement and Amendment and Ratification of Servitude</u>

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby authorize that F. King Alexander, in his capacity as President of LSU, to execute the Act of Donation and Acceptance between The Burden Foundation and the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, of property herein described as the Monroe Tract "A-1-A" to benefit the LSU Rural Life Museum and Windrush Gardens and to execute the Electronic Gate Agreement and Amendment and Ratification of Servitude of Passage.

> **BE IT FURTHER RESOLVED** that F. King Alexander, in his capacity as President of LSU, be and he is authorized by and empowered for and on behalf of and in the name of the Board of Supervisors to include in said Act of Donation and Acceptance, and Electronic Gate Agreement and Amendment and Ratification of Servitude of passage any terms, conditions, amendments, or extensions that he may deem in the best interest of the Board of Supervisors and to execute any and all other documents, consents and approvals required to effectuate the purposes of the Agreement.

#### 9J. <u>Authorization for the LSU President to Approve Football Postseason Additional Compensation in</u> <u>Accordance with Existing Board Policy or Coaches' Contracts</u>

The 2015 LSU Football team has qualified for post season play. The LSU Athletic Department does not receive a formal bowl invitation until after the SEC Championship Game. This year's Championship Game is on Saturday, December 5th which is less than one week before the December Board of Supervisors meeting. Additional compensation is dependent on which bowl invitation the University accepts.

For the past several years, a similar resolution was passed by the Board to authorize the LSU President, or his designee, to approve applicable compensation in accordance with the Provisions for Additional Compensation approved by the Board or individual coach's contract provisions.

#### 10. Committee Reports

Prior to the start of the Committee Meeting Agenda, Mr. Lasseigne asked Dr. Alexander to address the group about a recent press release from the Baton Rouge Area Foundation Report on a Health District. Dr. Alexander clarified that this is not a new medical school being proposed. This would be an integrated program in medical education with LSU Health Sciences Center New Orleans, LSU A&M Campus and Pennington Biomedical Research and could include other health care institutions getting involved. This is a branch of our LSUHSC New Orleans and expands some of our current programs that we are doing already in Baton Rouge. Also, the students in Shreveport would be invited to participate in this opportunity.

A motion was made by Mr. McCollister, and seconded by Mr. Anderson, to approve the Committee resolutions that were unanimously approved by the Committees. The Board voted unanimously to approve all Committee resolutions.

#### 10A. Academic and Student Affairs, Achievement and Distinction Committee

Mr. Lawton, Vice-Chairman of the Academic and Student Affairs, Achievement and Distinction Committee, reported that the Committee received one (1) presentation. No action taken.

#### 10A1. Metrics and Tools for Analyzing and Improving Institutional Performance

A presentation on Metrics and Tools for Analyzing and Improving Institutional Performance was given by Dr. Gil Reeve, Associate Vice President for Institutional Effectiveness and Academic Planning. (Copy of the presentation is on file in the Office of the LSU Board of Supervisors of Louisiana State University)

Mr. McCollister questioned if the voluntarily data being submitted is being monitored. Dr. Reeve said the data is available through multiple sources and you can go into the different reports to look up the data.

Mr. Angelle asked if LSU was meeting the state's workforce development needs through the Grad Act on the pricing and hours for the different undergraduate degrees. Dr. Alexander said LSU was addressing this need through the Wise Fund.

Ms. Sanchez gave her view from a student perspective. Students are using this metric data to help make decisions that affect their futures.

Mr. Yarborough suggested that the Healthcare Committee start looking at appropriate metrics for the medical schools. He asked to see what high performing medical schools are doing in this regard. He asked to hear from experts and to work with our Chancellors and Dr. Opelka. He stated this could develop into something that could turn our medical schools into another tier of excellence down the road.

Chairman Lasseigne asked if we could incorporate the metrics into our website so students and parents can have this data available to them.

#### 10B. Property and Facilities Committee

Mr. McCollister, Chairman of the Property and Facilities Committee, reported that the Committee received two (2) requests for Board approval. It is the recommendation of the Committee that the requests receive Board approval.

10B1. <u>Request from LSU Health New Orleans to Enter into an Agreement with LSUHSC Affiliated</u> <u>Organization for the Construction and Operation of Digital Outdoor Advertising Sign Structures</u>

Mr. McCollister called upon Dr. Hollier to give a presentation on LSU Health New Orleans Innovative Endeavor Digital Advertising, a partnership between the LSU Healthcare Network, LSU Health, and Digital Media Company. (Copy of the presentation is on file in the Office of the LSU Board of Supervisors of Louisiana State University)

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

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize F. King Alexander, President, Louisiana State University, to approve the lease of land to the Affiliated Organization for the purpose of constructing electronic digital outdoor advertising sign structures at the LSUHSC-NO School of Dentistry and Downtown campuses.

**BE IT FURTHER RESOLVED** that the Board, pursuant to the Uniform Affiliation Agreement between it and the Affiliated Organization, finds an acceptable University purpose for the Affiliated Organization to enter into this Lease Agreement, and any related or ancillary contracts and agreements reasonably necessary for the construction and operation of the signs; and that F. King Alexander, President, Louisiana State University, or his designee, be hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, in consultation with General Counsel, to include in the lease any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors.

#### 10B2. <u>Request from LSUA to Approve a Lease Agreement with the LSUA Foundation for the Construction</u> of the Icon Corner Pond and Entrance Signage

Upon motion of Mr. Danos, seconded by Ms. Duplessis, 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 & Mechanical College does hereby authorize that F. King Alexander, in his capacity as President of LSU, to execute the Lease Agreement with The LSUA Foundation to construct an Icon Corner Pond with entrance signage.

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

#### 10C. Finance, Infrastructure, and Core Development Committee

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

#### 10C1. <u>Request from LSU A&M for the Establishment of a Restricted Account in the LSU Information</u> Technology Services for the Software Recovery Account

Upon motion of Mr. Ballard, seconded by Mr. Lawton, 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 "Board") does hereby approve establishing a restricted account for LSU ITS software recovery. The funds are to be used exclusively for the use of purchasing teaching, learning, and research software.

#### 10D. <u>Audit Committee</u>

Mr. Jacobs, Chairman of the Audit Committee, reported that the Committee received one (1) presentation.

10D1. Presentation of FY 2016 1st Quarter Audit Summary

A copy of the presentation is on file in the Office of the LSU Board of Supervisors of Louisiana State University.

11. <u>Chairman's Report</u>

The Chairman announced the next Board of Supervisors meeting will be held in Baton Rouge on January 29, 2016.

Chairman Lasseigne announced there would be an Audit Committee Meeting following the Board Meeting in the President's Conference Room.

#### 12. Adjournment

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

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

Kay Miller Administrative Secretary LSU Board of Supervisors

# 4. PERSONNEL ACTIONS REQUIRING BOARD APPROVAL

# Personnel Actions Requiring Board Approval per PM 69

January 29, 2016

19 of 77 - LSU Board of Supervisors Meeting 1/29/2016

#### Personnel Actions Requiring Board Approval per PM69 January 29, 2016

### Amendments to Coach Contracts (other than Head Coach)

LSU A&M	Ter	m	Total Certain C	Compensation		
Name	Title	Current	Proposed	Current	Proposed	Increase
Raymond, Corey	Assistant Coach Football	3/31/2017	3/31/2018	\$320,000	\$375,000	17%

20 of 77 - LSU Board of Supervisors Meeting 1/29/2016

# 7. REPORTS TO THE BOARD

Fiscal Year 2016, 1st Quarter

# Table of Contents

# Louisiana State University and A&M College

Procurement	1
LSU First Agreed Upon Procedures	2

Fiscal Year 2016, 1st Quarter

# Louisiana State University and A&M College

# **LSU Procurement**

Audit Initiation:

This review originated as a scheduled audit from the FY 2015 Board approved audit plan.

Audit Scope and Objectives:

The scope of this audit included all vendors as well as disbursements and supporting documents for the period of March 1, 2012, to February 28, 2015. Vendor-related testing was performed for all LSU Baton Rouge paid campuses (A&M, LSU-A, LSU-E, PBRC, AgCenter, and the Law School). Procurement compliance testing was restricted to A&M and AgCenter due to the larger volume of purchases at these campuses. We did not review controls related to procurement cards, GeauxShop, or construction as these have been recently audited or are planned audits for Fiscal Year 2016. In addition, we excluded disbursements related to student refunds, employee payments (e.g. travel reimbursement), and payments to individuals for their participation in studies or clinical trials.

The objectives of this audit included:

- Determining whether controls were in place surrounding the vendor master file
- Assessing the operational efficiency and effectiveness of the department
- Reviewing compliance with certain state rules and regulations as well as LSU policies

Audit Findings:

• Policies and approvals to adopt the University Pilot Procurement Code (UPCC) have not been fully implemented. The absence of a finalized control

Fiscal Year 2016, 1<sup>st</sup> Quarter

framework creates risks to the University as the leader of the UPPC effort.

- The department does not have a policy or procedure in place to maintain the vendor master file. Vendors are allowed to self-register with no validation efforts.
- Insufficient segregation of duties and access appropriateness.

We also recommended opportunities for improvement such as retaining documentation to support compliance; strengthening the process to identify potential conflicts of interest; and monitoring departmental efficiency through benchmarking.

Management's Response and Corrective Action Plan:

Management concurred with the findings and is in the process of implementing corrective action plans to strengthen controls by July 2016.

# **LSU First Agreed Upon Procedures**

Audit Initiation:

This was a yearly, scheduled review of the LSU First Health Plan, performed at the request of Plan management.

Audit Scope and Objectives:

The scope of the audit included current policies, procedures, and fees as well as contracts and transactions related to Plan year 2014, which began January 1. Where applicable, the scope was extended to include claims paid through May 31, 2015.

The objective of this audit was to perform testing designated by the Plan Administrator to ensure the Plan is operating as intended.

Fiscal Year 2016, 1<sup>st</sup> Quarter

Audit Findings:

Most testing indicated proper controls were in place. We provided the following recommendations for Plan management:

- Follow up with agencies when premiums remitted differ from the invoiced amount and implement procedures for handling situations where an outstanding balance remains (positive or negative) after all adjustments are applied.
- Rely on OGB's determination of disability for over-age dependents. If OGB allows the determination to be made externally, Plan Administration should update the Plan Document and implement procedures to ensure an independent review is performed.
- Implement controls to monitor the collection of COBRA premiums, ensure accuracy of coverage length, and recover administrative fees for unpaid COBRA members on the census.
- Reconcile stop-loss claims to recoveries received.
- Coordinate with WebTPA to determine if the 2014 monthly audits (required per the contract) uncovered non-compliance with the 90% standard and, if so, pursue appropriate reimbursement of administrative fees.

Management's Response and Corrective Action Plan:

Management concurred with our recommendations and is in the process of implementing corrective action plans by January 2016.

#### LSU Deposit and Collateral Report For the Quarter Ended December 31, 2015

Deposits Requiring Posting of Collateral:		;	mand Deposit Sweep/MMA Repurchase	ertificates of Deposit	i	otal Deposits n Financial Institutions	Collateral (1)	
LSU A & M and LSU Health New Orleans								
Chase - LSU, Health Plan Premium		\$	53,746,070		\$	53,746,070	\$ 104,044,088	
Chase-HSCNO			16,289,951	18,600		16,308,551	24,035,466	
Capital One - LSU-A			2,520,909			2,520,909	2,270,255	
St. Landry Bank - LSU-E			617,358			617,358	500,238	
	Total	\$	73,174,288	\$ 18,600	\$	73,192,888	\$ 130,850,047	
LSU Health Shreveport								
US Bank		\$	4,633		\$	4,633	\$ 250,000	
Regions Bank-EA Conway			884,411			884,411	897,100	
Regions Bank-Huey P Long			767,897			767,897	778,256	
Regions Bank-Shreveport			65,903,056			65,903,056	70,150,301	
Regions Bank-Shreveport Endowment Fds			2,946,263			2,946,263		
	Total	\$	70,506,260	\$ -	\$	70,506,260	\$ 72,075,657	
LSU HCSD								
JP Morgan Chase (HCSD) & Capital One (WSTMC)		\$	43,496,247		\$	43,496,247	\$ 46,971,661	
Capital One (MCLNO Trust Fund)			4,484,938			4,484,938	9,754,749	
	Total	\$	47,981,185		\$	47,981,185	\$ 56,726,410	
LSU - Shreveport								
Campus Federal Credit Union				\$ 100,200	\$	100,200	\$ 250,000	
Capital One (Hibernia National Bank)			1,997,956			1,997,956	10,312,772	
	Total	\$	1,997,956	\$ 100,200	\$	2,098,156	\$ 10,562,772	
Total Requiring Collateral		\$	193,659,689	\$ 118,800	\$	193,778,489	\$ 270,214,886	
Deposits In Trust or Federal Obligations Not Requ	uiring Co	llate	ral					
Federated Money Markets	-	\$	126,603,526		\$	126,603,526		
Federated Funds-Treas. Oblig. (2)			31,227			31,227		
	Total	\$	126,634,753	\$ -	\$	126,634,753		
Total	Deposits	\$	320,294,442	\$ 118,800	\$			

(2) One Group & Federated Funds are no-load, open ended mutual funds investing is U.S. Treasury obligations.

#### LSU Investment Summary For the Quarter Ended December 31, 2015

	A = ={ 7/1/2015	1 a a f 0		er Ended Decembe		10 of 2	24/2046	A = =( 0)	S/20/2046
Fund Description	As of 7/1/2015 Value	As of 9/ Cost	/30/2015 Market Value	As of 12 Cost	2/31/2015 Market Value	As of 3/ Cost	/31/2016 Market Value	As of 0 Cost	6/30/2016 Market Value
Fund Description Current Funds	value	COST	warket value	COST	iviar Ket value	COST	warket value	COST	warket value
Cash/Sweeps	\$158,813,833	\$218,405,779	\$218,405,779	\$185,396,349	\$185,396,349	\$0		\$0	\$0
Money Market Accounts/Repos (A)	\$4,217,458	\$32,879,174	\$32,879,174	\$2,006,905	\$185,396,349 \$2,006,905	\$0 \$0	\$0	\$0 \$0	\$0 \$0
Certificates of Deposit	\$100,200	\$100,200	\$100,200	\$100,200	\$100,200	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0
Treasury Notes	\$11,524,774	\$11,516,556	\$11,737,749	\$11,516,556	\$11,553,341	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0
CMO's	\$2,489,821	\$1,678,453	\$1,709,984	\$1,018,555	\$1,029,035	\$0	\$0 \$0	\$0 \$0	\$0
Agency Securities (B)	\$152,423,465	\$122,903,902	\$125,301,315	\$118,626,376	\$119,550,970	\$0	\$0 \$0	\$0	\$0
Mortgaged Backed Securities	\$28,725,234	\$38,257,878	\$38,834,689	\$38,877,235	\$38,866,390	\$0	\$0	\$0	\$0
Equity Securities (C)	\$85,784	\$0	\$72,250	\$0	\$73,873	\$0	\$0	\$0	\$0
Bond Mutual Funds	\$43,307,885	\$46,697,531	\$42,782,238	\$46,697,531	\$42,391,868	\$0	\$0	\$0	\$0
Municipal Bonds (E)	\$45,261,960	\$58,956,109	\$57,315,788	\$58,912,619	\$56,729,372	\$0	-	\$0	\$0
Corporate Bonds (D)	\$175,272,788	\$198,577,082	\$199,181,217	\$193,792,162	\$192,302,005	\$0	\$0	\$0	\$0
Total	\$622,223,202	\$729,972,664	\$728,320,383	\$656,944,488	\$650,000,308	\$0	\$0	\$0	\$0
Endowment Funds									
Cash/Sweeps	\$2,990,181	\$2,994,095	\$2,994,095	\$2,997,929	\$2,997,929	\$0	\$0	\$0	\$0
Money Market Accounts/Repos (A)	\$0	\$1,278,108	\$1,278,108	\$191,237	\$191,237	\$0	\$0	\$0	\$0
Certificates of Deposit	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$0	\$0	\$0	\$0
Agency Securities (B)	\$8,250,750	\$7,237,460	\$7,282,324	\$7,237,460	\$7,217,091	\$0	\$0	\$0	\$0
Mortgaged Backed Securities	\$1,552,243	\$1,421,040	\$1,438,710	\$1,421,040	\$1,417,943	\$0	\$0	\$0	\$0
Equity Securities (C)	\$10,476,506	\$6,619,310	\$9,789,443	\$6,619,310	\$10,239,960	\$0	\$0	\$0	\$0
Mutual Funds	\$53,011,507	\$52,360,182	\$53,343,928	\$53,599,631	\$54,987,759	\$0	\$0	\$0	\$0
Corporate Bonds (D)	6,269,703	\$6,056,740	\$6,258,600	\$6,786,515	\$6,892,445	-	-	\$0	\$0
Total	\$82,569,490	\$77,985,535	\$82,403,808	\$79,627,852	\$84,717,527	\$0	\$0	\$0	\$0
Other Funds									
Cash/Sweeps	\$7,321,696	\$5,786,036	\$5,786,036	\$4,764,576	\$4,764,576	\$0	\$0	\$0	\$0
Money Market Accounts/Repos (A)	\$120,674,103	\$103,803,265	\$103,803,265	\$124,906,219	\$124,906,219	\$0	\$0	\$0	\$0
Treasury Notes	\$3,141,585	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Agency Securities (B)	\$10,511,900	\$10,248,931	\$10,600,025	\$7,221,095	\$7,552,239	\$0	\$0	\$0	\$0
Equity Securities (C)	\$412,672	\$0	\$368,776	\$0	\$386,632	\$0	\$0	\$0	\$0
US Gov Related Securities	\$40,338	\$35,718	\$35,718	\$31,227	\$31,227	\$0	\$0	\$0	\$0
Total	\$142,102,294	\$119,873,950	\$120,593,820	\$136,923,117	\$137,640,893	\$0	\$0	\$0	\$0
Grand Total	\$846,894,986	\$927,832,149	\$931,318,011	\$873,495,457	\$872,358,728	\$0	\$0	\$0	\$0
Deposits in Financial Institutions									
Total Cash/Sweeps/MMA/Repos	\$294,017,271	\$365,146,457	\$365,146,457	\$320,263,215	\$320,263,215	\$2	\$0	\$0	\$0
Total Certificates of Deposit	\$118,800	\$118,800	\$118,800	\$118,800	\$118,800	\$0	\$0	\$0	\$0
US Gov Related Securities	\$40,338	\$35,718	\$35,718	\$31,227	\$31,227	\$0	\$0	\$0	\$0
Total Deposits	\$294,176,409	\$365,300,975	\$365,300,975	\$320,413,242	\$320,413,242	\$2	\$0	\$0	\$0
Other Investments									
Treasury Notes	\$14,666,359	\$11,516,556	\$11,737,749	\$11,516,556	\$11,553,341	\$0	\$0	\$0	\$0
CMO's	\$2,489,821	\$1,678,453	\$1,709,984	\$1,018,555	\$1,029,035	\$0	\$0	\$0	\$0
Agency Securities (B)	\$171,186,115	\$140,390,293	\$143,183,664	\$133,084,931	\$134,320,300	\$0	\$0	\$0	\$0
Mortgaged Backed Securities	\$30,277,477	\$39,678,918	\$40,273,399	\$40,298,275	\$40,284,333	\$0	\$0	\$0	\$0
Equity Securities (C)	\$10,974,962	\$6,619,310	\$10,230,469	\$6,619,310	\$10,700,465	\$0	\$0 \$0	\$0	\$0
Bond Mutual Funds	\$43,307,885	\$46,697,531	\$42,782,238	\$46,697,531	\$42,391,868	\$0 \$0	\$0 \$0	\$0 \$0	\$0
Mutual Funds Municipal Bonds (E)	\$53,011,507 \$45,261,960	\$52,360,182 \$58,956,109	\$53,343,928 \$57,315,788	\$112,512,250 \$59,668,749	\$111,717,131 \$57,483,935	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0
Corporate Bonds (D)	\$181,542,491	\$204,633,822	\$205,439,817	\$200,578,677	\$199,194,450	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0
Total Other	\$552,718,577	\$562,531,174	\$566,017,036	\$611,994,834	\$608,674,858	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0
Grand Total	\$846,894,986	\$927,832,149	\$931,318,011	\$932,408,076	\$929,088,100	\$2	\$0	\$0	\$0
LSU and Related Campuses	<i><b>40</b>40,004,000</i>	<i>4021</i> ,002,140	<i>\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\</i>	<i>\\</i> 002,400,010	\$525,555,165	¥2	<b>\$</b>	ΨŬ	ψŪ
Current Funds									
Cash/Sweeps	\$67,737,029	\$103,417,821	\$103,417,821	\$73,174,288	\$73,174,288				
Money Market Accounts/Repos (A)	\$36,563	\$32,378,761	\$32,378,761	1,506,049	1,506,049				
Treasury Notes	\$11,524,774	\$11,516,556	\$11,737,749	11,516,556	11,553,341				
CMO's	\$2,489,821	\$1,678,453	\$1,709,984	1,018,555	1,029,035				
Agency Securities (B)	\$147,174,859	\$118,655,209	\$121,056,021	115,377,208	116,342,609				
Mortgaged Backed Securities	\$25,636,634	\$35,235,407	\$35,819,130	35,885,453	35,894,688				
Equity Securities (C)	\$85,784		\$72,250	0	73,873				
Bond Mutual Funds	\$43,307,885	\$46,697,531	\$42,782,238	46,697,531	42,391,868				
Municipal Bonds (E)	\$43,012,913	\$56,240,381	\$54,604,966	56,198,426	54,045,607				
Corporate Bonds (D)	\$170,766,961	\$194,635,532	\$195,256,517	189,876,307	188,406,258				
US Gov Related Securities	¢E44 770 000	\$600 AFF 051	¢500.005.40-	¢E04 050 070	¢504 447 045	A	*-	<b>*</b> -	*-
Total	\$511,773,223	\$600,455,651	\$598,835,437	\$531,250,373	\$524,417,616	\$0	\$0	\$0	\$0
Endowment Funds									
Money Market Accounts/Repos (A)		\$1,278,108	\$1,278,108	191,237	191,237				
Certificates of Deposit	\$18,600	\$18,600	\$18,600	18,600	18,600				
Agency Securities (B)	\$8,250,750	\$7,237,460	\$7,282,324	7,237,460	7,217,091				
Mortgaged Backed Securities	\$1,552,243	\$1,421,040	\$1,438,710	1,421,040	1,417,943				
Equity Securities (C)	\$10,468,856	\$6,611,660	\$9,777,161	6,611,660	10,227,374				
Municipal Bonds	,	÷=,= : :,000	÷=,,	756,130	754,563				
Corporate Bonds (D)	\$6,269,703	\$6,056,740	\$6,258,600	6,786,515	6,892,445				
US Gov Related Securities				,,			İ		1
Total	\$26,560,152	\$22,623,608	\$26,053,503	\$23,022,642	\$26,719,253	\$0	\$0	\$0	\$0
Other Funds									
outor i unua		\$63,472,950	\$63,472,950	67,932,866	67,932,866				
Money Market Accounts/Ponos (A)	\$03 067 376			01.332.000	01,332,000		1		1
Money Market Accounts/Repos (A)	\$93,967,376 \$3,141,585	ψ00,472,000	<i>\$66,112,000</i>	- , ,					
Treasury Notes	\$3,141,585				7 552 230				
	\$3,141,585 \$10,511,900	\$10,248,931	\$10,600,025	7,221,095	7,552,239 <b>\$75,485,105</b>	\$0	\$0	\$0	\$0
Treasury Notes Agency Securities (B)	\$3,141,585				7,552,239 <b>\$75,485,105</b> <b>\$626,621,974</b>	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0

#### LSU Investment Summary For the Quarter Ended December 31, 2015

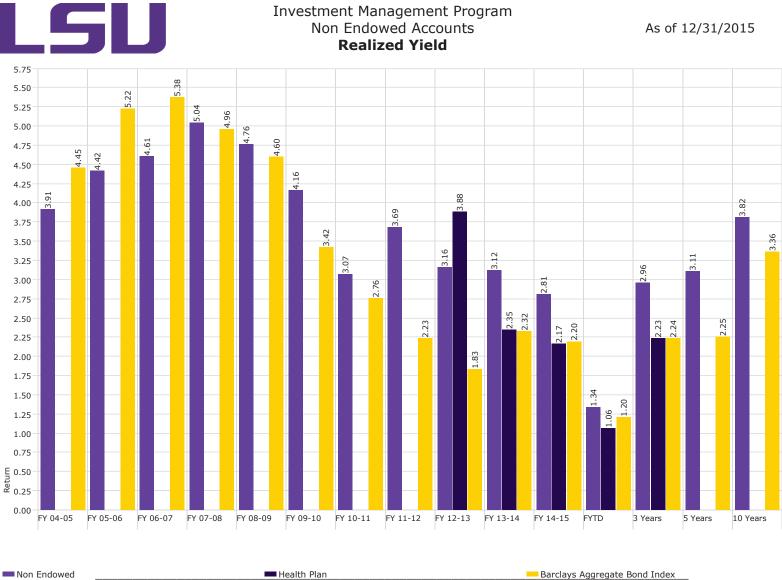
	As of 7/1/2015 As of 9/30/2015			Arter Ended December 31, 2015 As of 12/31/2015		As of 3/31/2016		As of 06/30/2016	
Fund Description	Value	Cost	Market Value	Cost	Market Value	Cost	Market Value	Cost	Market Value
LSUHSC Shreveport									
Current Funds									
Cash/Sweeps S.	\$43,481,410	\$67,332,744	\$67,332,744	\$65,907,689	\$65,907,689				
Cash/Sweeps C.	\$950,118	\$632,182	\$632,182	\$884,411	\$884,411				
Cash/Sweeps H.	\$1,293,443	\$542,285	\$542,285	\$767,897	\$767,897				
Cash/Sweeps	\$45,724,971	\$68,507,211	\$68,507,211	\$67,559,997	\$67,559,997	\$0	\$0	\$0	\$0
Money Market Accounts/Repos (A)	\$2,180,322	\$20	\$20	\$21	\$21	\$0	\$0	\$0	\$0
Agency Securities (B)	\$5,248,606	\$4,248,693	\$4,245,294	\$3,249,168	\$3,208,361				
Mortgaged Backed Securities (B)	\$3,088,600	\$3,022,471	\$3,015,559	\$2,991,782	\$2,971,702				
Municipal Bonds (E)	\$2,249,047	\$2,715,728	\$2,710,822	\$2,714,193	\$2,683,765				
Corporate Bonds (D)	\$4,505,827	\$3,941,550	\$3,924,700	\$3,915,855	\$3,895,747				
Total	\$62,997,373	\$82,435,673	\$82,403,606	\$80,431,016	\$80,319,593	\$0	\$0	\$0	\$0
Endowment Funds									
Cash/Sweeps	\$2,938,515	\$2,942,429	\$2,942,429	\$2,946,263	\$2,946,263				
Equity Securities (C)	\$7,650	\$7,650	\$12,282	\$7,650	\$12,586				
Mutual Funds	\$53,011,507	\$52,360,182	\$53,343,928	\$52,843,501	\$54,233,196				
Total	\$55,957,672	\$55,310,261	\$56,298,639	\$55,797,414	\$57,192,045	\$0	\$0	\$0	\$0
Other Funds									
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grand Total	\$118,955,045	\$137,745,934	\$138,702,245	\$136,228,430	\$137,511,638	\$0	\$0	\$0	\$0
LSU HCSD	<i></i>	<i></i>	+	+,,	<i>,</i>			+•	
Current Funds									
Cash/Sweeps	\$44,347,665	\$44,043,113	\$44,043,113	\$43,496,247	\$43,496,247				
Total	\$44,347,665	\$44,043,113	\$44,043,113	\$43,496,247	\$43,496,247	\$0	\$0	\$0	\$0
Endowment Funds									
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Funds									
Cash/Sweeps	\$7,262,974	\$5,506,398	\$5,506,398	\$4,484,938	\$4,484,938				
Money Market Accounts/Repos (A)	\$26,706,727	\$40,330,315	\$40,330,315	\$56,973,353	\$56,973,353				
Equity Securities (C)	\$412,672		\$368,776		\$386,632				
US Gov Related Securities	\$40,338	\$35,718	\$35,718	\$31,227	\$31,227				
Total	\$34,422,711	\$45,872,431	\$46,241,207	\$61,489,518	\$61,876,150	\$0	\$0	\$0	\$0
Grand Total	\$78,770,376	\$89,915,544	\$90,284,320	\$104,985,765	\$105,372,397	\$0	\$0	\$0	\$0
LSU - Shreveport									
Current Funds *	• · · · · · · · ·								
Cash/Sweeps	\$1,004,168	\$2,437,634	\$2,437,634	\$1,165,817	\$1,165,817				
Money Market Accounts/Repos (A)	\$2,000,573	\$500,393	\$500,393	\$500,835	\$500,835				
Certificates of Deposit Total	\$100,200	\$100,200	\$100,200	\$100,200	\$100,200	\$0	\$0	\$0	\$0
Iotai	\$3,104,941	\$3,038,227	\$3,038,227	\$1,766,852	\$1,766,852	\$U	\$U	<b>\$</b> U	\$U
Endowment Funds									
Cash/Sweeps	\$51,666	\$51,666	\$51,666	\$51,666	\$51,666				
Total	\$51,666	\$51,666	\$51,666	\$51,666	\$51,666	\$0	\$0	\$0	\$0
, star	φ51,000	<i>φ</i> <b>31,000</b>	φ <b>51,000</b>	φ <b>51,000</b>	φ <b>51,000</b>	φU	φU	φU	φU
Other Funds									
Cash/Sweeps	\$58,722	\$279,638	\$279,638	\$279,638	\$279,638				
Total	\$58,722	\$279,638	\$279,638	\$279,638	\$279,638	\$0	\$0	\$0	\$0
Grand Total	\$3,215,329	\$3,369,531	\$3,369,531	\$2,098,156	\$2,098,156	\$0	\$0	\$0	\$0
System Total	\$846,894,986	\$927,832,149	\$931,318,011	\$872,739,327	\$871,604,165	\$0	\$0	\$0	\$0

\* LSUS has deposited \$4,000,000 with LSU Baton Rouge Campus for investment purposes.

BENCHMARK NOTES (Example Only)

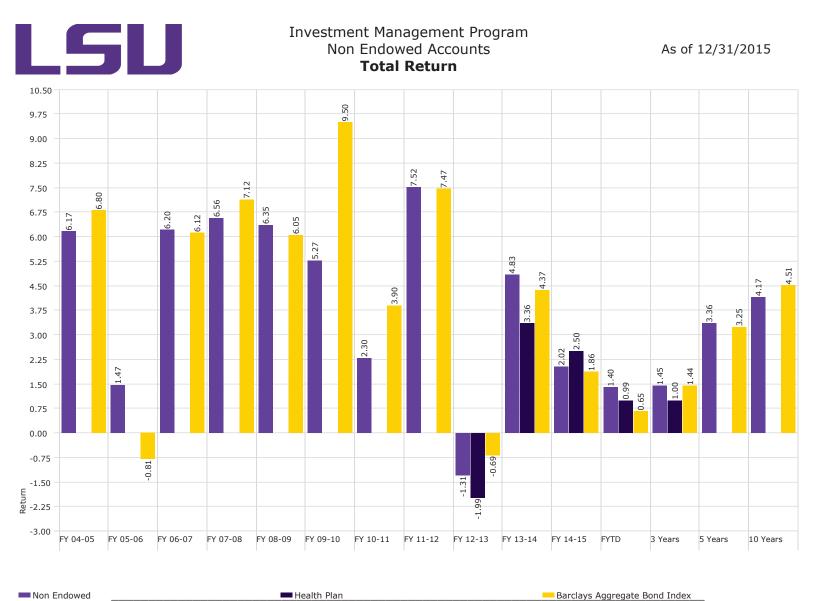
(A) Benchmarked against 90 day T-Bill (B) Benchmarked against Barclay's US Agg Bond TR USD (C) US equities benchmarked against Russell 3000 and international against MSCI emerging markets (D) Benchmarked against XYZ (E) Benchmarked against XYZ

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



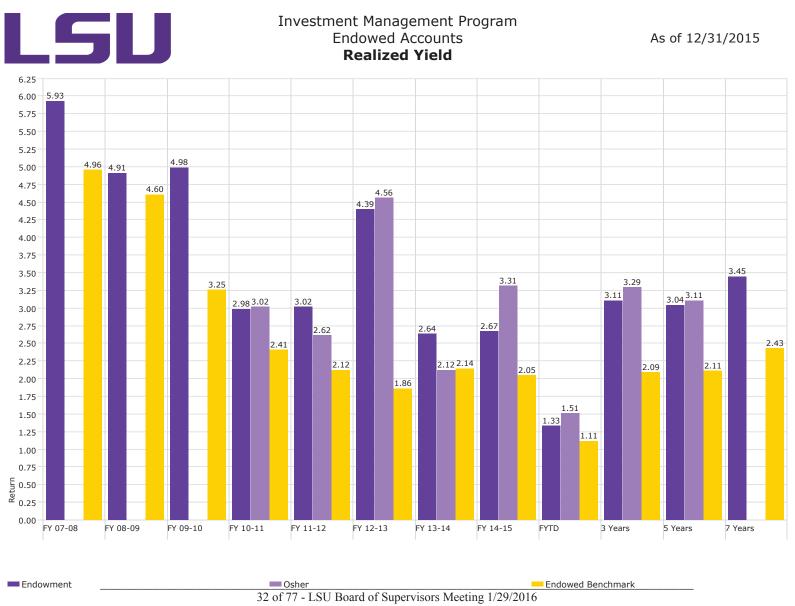
30 of 77 - LSU Board of Supervisors Meeting 1/29/2016

Source: Morningstar Direct

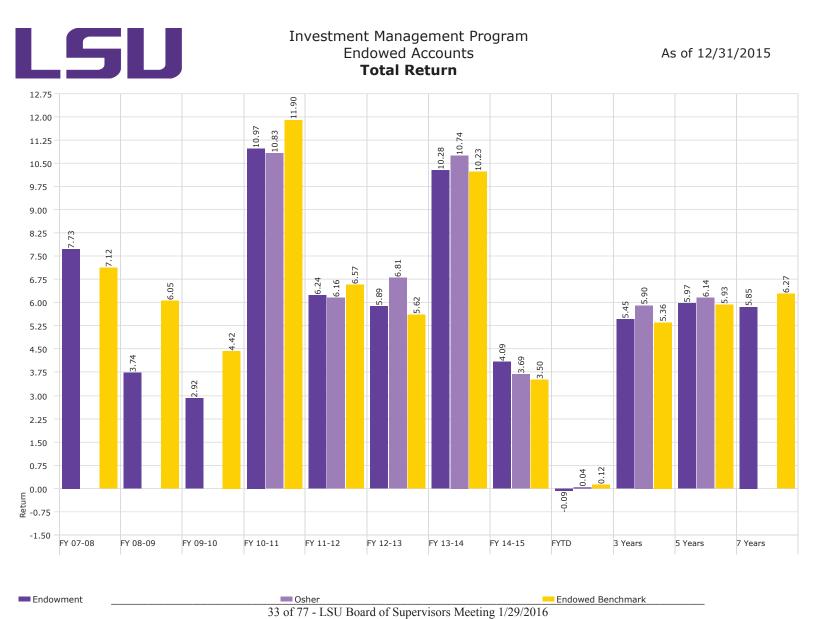


31 of 77 - LSU Board of Supervisors Meeting 1/29/2016

Source: Morningstar Direct



Source: Morningstar Direct



Source: Morningstar Direct

# 8. APPROVAL OF CONSENT ITEMS



# Date: January 29, 2016

Pursuant to Article VII, Section 8, D.4(c) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

D.4(c) 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 and as construed in light of the illustrative listings.

#### 1. Summary of Matter

The Pennington Biomedical Research Center seeks to name the board room in the C.B. Pennington, Jr. Building the "Paula Pennington de la Bretonne Board Room" in order to recognize her significant leadership and contributions to the Pennington Biomedical Research Center. Mrs. de la Bretonne has served as a Trustee of the Pennington Medical Foundation since its inception and as its Chairman since 2003. The Pennington Medical Foundation was established by Mrs. de la Bretonne's grandparents, C.B. "Doc" and Irene Pennington in 1980 to build the biggest and best nutrition research facility in the country. Mrs. de la Bretonne has worked selflessly over three decades to carry on the vision of her grandparents.

- 2. Review of Business Plan Not applicable
- 3. Fiscal Impact Not applicable
- 4. Description of Competitive Process Not applicable
- 5. Review of Legal Documents Not applicable
- 6. Parties of Interest Pennington Biomedical Research Center Paula Pennington de la Bretonne
- 7. Related Transactions None
- 8. Conflicts of Interest None

# ATTACHMENTS

I. Letter from Dr. William T. Cefalu

Property and Facilities Committee

# 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 board room of the C.B. Pennington, Jr. Building the "Paula Pennington de la Bretonne Board 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 the board room of the C.B. Pennington, Jr. Building the "Paula Pennington de la Bretonne Board Room".



December 16, 2015

Dr. F. King Alexander, President Louisiana State University University Administration Building Baton Rouge, LA 70803

Dear Dr. Alexander:

I am writing to request approval to name the board room in the C.B. Pennington, Jr. Building the "Paula Pennington de la Bretonne Board Room" in order to recognize her significant leadership and contributions to the Pennington Biomedical Research Center.

As you are aware, Paula has served as a Trustee of the Pennington Medical Foundation since its inception and as its chair since 2003. The Pennington Medical Foundation was established by her grandparents, C.B. "Doc" and Irene Pennington in 1980 to build the biggest and best nutrition research facility in the country, and Paula has worked selflessly over three decades to carry on the vision of her grandparents.

I appreciate your consideration of this request. Please let me know if you need additional information.

Sincerely,

William T. Gfali, My

William T. Cefalu, M.D. Executive Director

c: William L. Silvia, Jr. Carol Dreher Brad Jewell



Request from LSU A&M to Approve Changing the Name of the School of the Coast & Environment to the College of the Coast & Environment

# To: Members of the Board of Supervisors

#### **Date: January 29, 2016**

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

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

#### 1. Summary of Matter

The School of the Coast & Environment (SC&E) at LSU A&M was founded in 2001 as a successor to the former Center for Coastal, Energy & Environmental Resources. With the support of a majority of the faculty, and with the endorsement of the Office of Academic Affairs, Dean Chris D'Elia has requested the name of the school be changed to the College of the Coast & Environment.

SC&E offers baccalaureate, master's, and doctoral degrees through its two departments: the Department of Environmental Sciences, and the Department of Oceanography & Coastal Sciences. During the last academic year, the school had a total faculty and staff FTE of 153.05, 180 enrolled students, and 40 total graduates. SC&E has a direct reporting line to the Office of Academic Affairs equivalent to other major academic units on campus. The change in name will better reflect the size and scope of the school.

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

A formal request from the School of the Coast & Environment Dean's Office and a formal Office of Academic Affairs endorsement are on file in the LSU Office of Academic Affairs.

# **3.** 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 changing the name of the School of the Coast & Environment to the College of the Coast & Environment, pending Board of Regents approval.



# Date: January 29, 2016

Pursuant to Article VII, Section 8, D.4(c) of the bylaws of the Louisiana State University Board of Supervisors, this matter is a Significant Board Matter.

D.4(c) - 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 and as construed in light of the illustrative listings.

# 1. Summary of Matter

The Louisiana State University and Agricultural and Mechanical College (LSU) College of Engineering would like to request the naming of the atrium connecting the renovated Patrick F. Taylor Hall and Chemical Engineering building in honor of Ron and Gail Cambre. We request the space be named the Cambre Atrium.

Ron Cambre (BSChE 1960) has been a long-standing supporter of LSU's College of Engineering and spearheaded efforts to raise funds for the construction of the new chemical engineering building. Under his leadership, the College raised \$12 million dollars in support of the project. He also served on the "Breaking New Ground" steering committee which helped raise \$55 million dollars for the latest project.

Cambre is a member of the American Institute of Mining, Metallurgical and Petroleum Engineers, the American Institute of Chemical Engineers and is a registered professional engineer in Louisiana. He served on the LSU College Engineering Dean's Advisory Council, the chemical engineering advisory board and is a member of the LSU Foundation. In 1995 he was inducted in the LSU College of Engineering's Hall of Distinction and is a member of its Society for Engineering Excellence.

In preparation for the *Breaking New Ground* Campaign, the College of Engineering undertook a comprehensive process in determining the naming opportunities for designated facilities within the College. As part of that process, the College determined that the naming of classroom facilities initiate at \$250,000 and increase, based on the size, scope and location of the space. Hence, the naming for the Cambre Atrium is in line with these policy procedures and guidelines.

# ATTACHMENTS

I. Memorandum to President King Alexander

# RECOMMENDATION

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the naming of the College of Engineering Atrium the Cambre Atrium.

Property and Facilities Committee

**1** | P a g e



TO: President F. King Alexander

FROM: Naming University Facilities and Academic Units Committee

RE: Naming Proposal 2015-15 - Cambre Atrium

DATE: 15 December 2015

Dear Dr. Alexander:

Attached please find a memo from Interim Dean Judy Wornat of the College of Engineering recommending that the atrium connecting the renovated Patrick F. Taylor Hall and the Chemical Engineering building be named in honor of Ron and Gail Cambre as the Cambre Atrium.

In accordance with PS-70's provisions, your Naming University Facilities and Academic Units Committee has reviewed this proposal and recommends its approval.

For the Committee,

Jan S. Holmes

Ann Sumner Holmes, Chair Naming University Facilities and Academic Unit Committee Associate Dean, LSU Roger Hadfield Ogden Honors College

Cc: Bunnie Cannon Jane Cassidy

Louisiana State University 8 Johnston Hall Baton Bouge, 1A 20803



0 225-578-8831 F 225-578-8828 www.honors.lsu.edu



# Date: January 29, 2016

Pursuant to Article VII, Section 8, D.4(c) of the bylaws of the Louisiana State University Board of Supervisors, this matter is a Significant Board Matter.

D.4(c) - 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 and as construed in light of the illustrative listings.

# 1. Summary of Matter

The Louisiana State University and Agricultural and Mechanical College (LSU) College of Engineering would like to request the naming of a new classroom in the renovated Patrick F. Taylor Hall made possible through a generous gift from the Baker Hughes totaling \$1,000,000. The donors request the lab be named the Baker Hughes Classroom.

Situated in the renovated Patrick F. Taylor Hall, the Baker Hughes Classroom will offer a state-ofthe-art learning environment for our future engineers, construction managers and computer scientists.

Baker Hughes' strong ties to the state and local community and their support of LSU through the hiring of our graduates and philanthropic support demonstrate their commitment to LSU. Baker Hughes is known for nurturing up-and-coming talent and opening a world of career opportunities through scholarships, student organization support, internships, co-ops, and the hiring of our graduates. Since 1994, Baker Hughes has invested over \$1,500,000 in LSU' s College of Engineering to enhance the education and lives of students in Louisiana. Most recently, Baker Hughes has supported the Taylor Hall construction project, the Encounter Engineering Bridge Camp and a leadership-training program for our Society of Peer Mentors.

Baker Hughes is one of the world's largest oil and gas companies to provide products and services to over 90 countries worldwide. They are also one of the top 10 employers of our graduates.

In preparation for the *Breaking New Ground* Campaign, the College of Engineering undertook a comprehensive process in determining the naming opportunities for designated facilities within the College. As part of that process, the College determined that the naming of classroom facilities initiate at \$250,000 and increase, based on the size, scope and location of the space. Hence, the naming for the Baker Hughes Classroom is in line with these policy procedures and guidelines.

# ATTACHMENTS

I. Memorandum to President King Alexander

# RECOMMENDATION

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the naming of the College of Engineering Classroom the Baker Hughes Classroom.

Property and Facilities Committee

**1** | P a g e



TO: President F. King Alexander

FROM: Naming University Facilities and Academic Units Committee

RE: Naming Proposal 2015-16 – Baker Hughes Classroom

DATE: 15 December 2015

Dear Dr. Alexander:

Attached please find a memo from Interim Dean Judy Wornat of the College of Engineering recommending that a new classroom in the renovated Patrick F. Taylor Hall be named the Baker Hughes Classroom.

In accordance with PS-70's provisions, your Naming University Facilities and Academic Units Committee has reviewed this proposal and recommends its approval.

For the Committee,

Ann S. Holmes

Ann Sumner Holmes, Chair Naming University Facilities and Academic Unit Committee Associate Dean, LSU Roger Hadfield Ogden Honors College

Cc: Bunnie Cannon Jane Cassidy



0 225-578-8831 F 225-578-8828 www.honors.lsu.edu



# **Date: January 29, 2016**

Pursuant to Article VII, Section 8, D.2 (a), this matter is a Significant Board Matter.

D.2(a) The assignment, lease, transfer, encumbrance or sale of land, mineral rights, rights of way, servitudes, or other immovable property owned or controlled by LSU.

# 1. Summary of Matter

The Louisiana Department of Transportation and Development (DOTD) is acquiring the property rights necessary to construct a roundabout at the intersection of LA 9 and US 79 at above location. This will require a 4 year, Temporary Construction Servitude of 0.145 acres from LSU. DOTD is offering full appraised value for this strip of property in the amount of \$3537 calculated using the Sales Comparison appraisal approach. The proposed servitude has no negative impact on LSU AgCenter operations and they request the President approve this request.

The LSU AgCenter is further requesting the Board of Supervisors to authorize and empower the President at this time to sign the final agreement with DOTD. DOTD is prepared to expropriate the proposed property under the State's Eminent Domain Laws if necessary.

# 2. Review of Business Plan

This lease will generate a one-time payment in the amount of \$3537 for temporary (4 year) servitude acquisition.

# 3. Fiscal Impact

None

# 4. Description of Competitive Process

Not applicable.

# 5. Review of Legal Documents

Temporary Servitude Agreement with DOTD

# 6. Parties of Interest

- LSU Board of Supervisors
- LSU Agricultural Center
- Louisiana Department of Transportation and Development

# 7. Related Transactions

None

# 8. Conflicts of Interest

None

# **ATTACHMENTS:**

- I. Letter from Vice President Richardson
- II. DOTD Packet:
  - a. DOTD Letter State Project # H.10923
  - b. Appraisal Review
  - c. Temporary Construction Servitude
  - d. Final Right-of-Way-Maps

# RESOLUTION

**"NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby authorize that F. King Alexander, in his capacity as President of LSU, to execute the Temporary Servitude Agreement with Louisiana Department of Transportation and Development to construct a roundabout at the intersection of LA 9 and US 79 at Hill Farm Research Station in Claiborne Parish, Homer, Louisiana.

**BE IT FURTHER RESOLVED** that F. King Alexander, President of the LSU, or his designee, be and he is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors to include in the Servitude Agreement any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors."



**Right of Way Section** P.O. Box 4068 | Monroe, LA 71211-4068 ph: 318-342-0251 | fx: 318-342-0255

Bobby Jindal, Governor Sherri H. LeBas, P.E., Secretary

December 14, 2015

STATE PROJECT NO. H.010923 US 79 BYPASS @ LA 9 ROUNDABOUT ROUTE US 79 PARCEL NO(s). 1-1-C-1

Louisiana State University Board of Supervisors 507 W. Main St. Homer, LA 71040

Re: Parcel No. 1-1-C-1 Louisiana State University Board of Supervisors

Dear Property Owners:

The Department of Transportation and Development is acquiring the property rights necessary to construct the above captioned project. In the interest of developing and maintaining an effective transportation system, it is imperative that acquisition be completed as soon as possible.

According to the conveyance records of Claiborne Parish, Louisiana, you are a 100% interest owner of Parcel No. 1-1-C-1, which is required to improve the highway.

Property you own lies within the area needed for this project and must be acquired by the Department of Transportation and Development. The Department of Transportation and Development, through this letter and enclosures, is hereby formally making an offer to purchase the required area.

Enclosed for your consideration are the following:

- 1. The Department's Just Compensation Offer Letter, which makes a firm monetary offer and explains the area required and any improvements which may be affected.
- 2. Summary of Just Compensation, which summarizes the Just Compensation Offer.
- 3. The Department's Brochure, explaining acquisition, negotiations, relocation assistance, improvement control, expropriation, the non-discrimination policy and the right to appeal certain incidental expenses, such as notary fees, and certain legal transfer fees.
- 4. Right of Way and Construction plans of this project, which show aspects of right of way and construction.

Louisiana Department of Transportation & Development | 1201 Capitol Access Road | Baton Rouge, LA 70802 | 225-379

An Equal Opportunity Employer | A Drug-Free Workplace | Agency of Louisiana.gov | dotd.la.gov

5. Temporary Construction Servitude in triplicate, and a W-9 tax form.

After you have received the offer and the enclosures, it would be appreciated if you would contact me at 318-342-0251 so that we may discuss the offer.

Should you find the offer acceptable, please sign all three (3) Temporary Construction Servitudes in front of a Notary Public. Each signature must be accompanied by two (2) competent witnesses.

After signing and notarizing each Temporary Construction Servitude, please return them to my office via the enclosed pre-stamped envelope.

If you decide the refuse the Department's offer, the property will be acquired through the Expropriation process under the State's Eminent Domain Laws.

Thank you for your consideration of this project.

Sincerely,

Daniel Coker Right of Way Agent

Enclosures:

Just Compensation Offer Letter Summary of Just Compensation LADOTD Acquisition of Right of Way and Relocation Assistance Brochure Temporary Construction Servitude in Triplicate Right of Way and Construction Plans W-9 Tax Form



**Right of Way Section** P.O. Box 4068 | Monroe, LA 71211-4068 ph: 318-342-0251 | fx: 318-342-0255

Bobby Jindal, Governor Sherri H. LeBas, P.E., Secretary

December 14, 2015

STATE PROJECT NO. H.010923 US 79 @ LA 9 ROUNDABOUT ROUTE NO. US 79 PARISH: CLAIBORNE

Re: Parcel No. 1-1-C-1

Louisiana State University Board of Supervisors 507 W. Main St. Homer, LA 71040

Dear Property Owner:

State Project No. H.010923 has been programmed for construction and the property rights bearing Parcel No. 1-1-C-1 shown on the project right of way plans are required for construction of the project.

The plans for the project were approved by the Louisiana Department of Transportation and Development in accordance with public announcements. The property rights comprising Parcel No. 1-1-C-1 have been valued according to established procedures consistent with legal requirements, and the just compensation of the parcels has been determined to be \$3,537.00.

Just Compensation is based upon appraisals and other factual data of record used to determine total consideration and recommended offer. The appraisal approach used in this matter is the SALES COMPARISON approach.

The Department of Transportation and Development of the State of Louisiana offers you the amount of \$3,537.00 for the purchase of all interests in Parcel No. 1-1-C-1 and free and clear of all mortgages, judgments, liens, or other encumbrances, including payment of pro-rata taxes. It is the responsibility of the property owner to clear any mortgages, judgments, liens, or other encumbrances. The summary of the offer is attached.

So that you may have the complete information regarding the Department's offer, the following information is being provided to you with respect to the Estimate of Just Compensation made on the subject property:

Todd Tidwell La. General Real Estate Appraiser Certification No. G0805 117 Julia Street, Suite 7 West Monroe, Louisiana 71291

Louisiana Department of Transportation & Development | 1201 Capitol Access Road | Baton Rouge, LA 70802 | 225-379-

1232

Louisiana State University Board of Supervisors Page 2 December 14, 2015

A search of the conveyance records of Claiborne Parish indicates that you are entitled to 100% of the total offer, and your interest amounts to \$3,537.00.

Generally, any mesh or barbed wire fencing and/or driveways which you presently have will be replaced during construction; the location of these items will be discussed with you by the Department's representatives who meet with you.

Our representatives will answer any questions you have concerning the project requirements. Any commitments and/or agreements must be in writing to be considered valid and binding upon the Department.

Should this proposal not be acceptable, the Department will have no alternative but to acquire the property rights through expropriation in accordance with state law. An explanation of this procedure is in the brochure "Acquisition of Right of Way and Relocation Assistance", a copy of which is enclosed.

Sincerely,

B. Milstenn

Debra B. Milstead Region 1 Right of Way Manager

This is to certify that I have this day delivered to the addressee the original of this letter together with the Louisiana Department of Transportation and Development's Brochure "Acquisition of Right of Way and Relocation Assistance."

Daniel Coker

Right of way Agent

# Summary of Just Compensation

STATE PROJECT NO. H.010923 PARCEL NO. 1-1-C-1

VALUE OF PARCELS TAKEN DAMAGES TOTAL AMOUNT OF OFFER		\$ \$ \$	3,537.00 0.00 3,537.00		
LAND:					
Parcel No.	Area			Interest Acquired	
1-1-C-1	0.145	acres		Full Ownership, Less	Mineral
IMPROVEMENTS:					
1. The following items are considered as real property and are included in the above value:	2. The following items are considered as personal property and are <u>not</u> included in the above value:		as rty and	3. The following items of real property are located outside the required R/W and are <u>not</u> included in the above value:	4. The following items are owned by others and are <u>not</u> included in the above value:
None	None			None	None

# **REMARKS:**

# NOTES:

The amount of the offer as shown above:

- 1. is based on the just compensation for the property
- 2. is the approved value of the property

3. disregards any decrease or increase in the value of the property caused by the project for which the property is being acquired.

APPRAISAL REVIEW

LA. State University	
OWNER: Board of Supervisors	PARCEL NO(s): 1-1-C-1
PROJECT: H.010923	APPRAISER: TIDWELL
F.A.P. NO.: H.010923	LAND: \$ 3,537.00 \$ 0.00
HIGHWAY: US 79 @ LA. 9 Roundabout	IMPROV.: \$ 270.00 \$ 0.00
PARISH: Claiborne	DAMAGES: \$ 0.00 \$ 0.00
PARTIAL TOTAL	FAIR MKT. VALUE OF REQUIRED PROPERTY
CONSTRUCTION SERVITUDE: X	& DAMAGES: \$ 3,807.00 \$ 0.00
DRAINAGE SERVITIDE:	ADDITIONAL
OCCUPANCY :	COMPEN.: \$ 0.00 \$ 0.00
X OWNER TENANT VACANT	TOTAL COMPENSATION AND RECOMMENDED
FORMAT: FORM C	OFFER: \$ 3,807.00 \$ 0.00

IS REMAINDER AN ECONOMIC UNIT: YES X NO (SEE COMMENTS) N/A

THIS REVIEW IS UNDERTAKEN FOR USE BY THE DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT FOR THE ACQUISITION OF THE ABOVE CAPTIONED PROPERTY WITH THE DETERMINATION OF THE FAIR MARKET VALUE OF THE PROPERTY AND IS FOR THE AUTHORIZED USE FOR ANY INDIVIDUAL WITH THE REAL ESTATE OR LEGAL SECTIONS AS WELL AS THE PROPERTY OWNER(S) INVOLVED IN THIS ACQUISITION. THE DETERMINATION OF FAIR MARKET VALUE SET FORTH HEREIN IS TO BE USED IN CONNECTION WITH THE HIGHWAY PROJECT IDENTIFIED ABOVE, AND THIS DETERMINATION HAS BEEN REACHED INDEPENDENTLY, BASED UPON APPRAISAL(S) AND OTHER FACTUAL DATA OF RECORD WITHOUT COLLABORATION OR DIRECTION. FURTHER, I CERTIFY WHICH ITEMS ARE COMPENSABLE UNDER STATE LAW, BUT NOT ELIGIBLE FOR FEDERAL REIMBURSEMENT AND ARE SPECIFICALLY SET FORTH (IF APPLICABLE). ALL COMPARABLE PHOTOGRAPHS ARE ON FILE WITH DOTD. THE REVIEW APPRAISER ADHERES TO UASFLA AND USPAP STANDARDS AND EVCKES THE JURISDICTIONAL EXCEPTION FROM THOSE PROVISIONS, INSOFAR AS THE VALUATION OF THE SUBJECT PROPERTY IN DETERMINING THE BEFORE VALUE WITHOUT THE BENEFIT OF THE DEPARTMENT PROJECT BEING CONSIDERED AS PROVIDED FOR BY FHWA AND THE STATE OF LOUISIANA. ADDITIONALLY, THE APPRAISER DID NOT LINK MARKET VALUE OF THE SUBJECT PROPERTY TO A SPECIFIED EXPOSURE TIME WHICH IS A JURISDICTIONAL EXCEPTION TO USPAP. THE REVIEWER'S FILES ARE AVAILABLE FOR INSPECTION FOR ANY ITEM REQUIRED BY USPAP THAT IS NOT INCLUDED HEREIN. THE **APPRAISIAL(S) OF TIDWELL IS** MADE A PART HEREIN AS THE BASIS OF THE OFFER PROPOSED (UNLESS OTHERWISE NOTED IN THE COMMENT SECTION OF THE REVIEW) BY THE REVIEW APPRAISER. I FIND THAT THE **REPORT(S) IS** COMPLETE, ACCURATE, REASONABLE AND **ACCEPTABLE**. THE SOURCE(S) OF THE BELOW VALUATION IS FOUND IN THE ITEMED AREA(S) OF THE APPRAISAL REPORT(S). THE REVIEW APPRAISER IS A SALARIED EMPLOYEE OF THE DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT.

I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF:

19

- THE STATEMENTS OF FACT CONTAINED IN THIS REPORT ARE TRUE AND CORRECT.
- THE REPORTED ANALYSES, OPINIONS, AND CONCLUSIONS IN THIS REVIEW REPORT ARE LIMITED ONLY BY THE REPORTED ASSUMPTIONS AND LIMITING CONDITIONS AND ARE MY PERSONAL, IMPARTIAL, AND UNBIASED PROFESSIONAL ANALYSES, OPINIONS, AND CONCLUSIONS.
- I HAVE NO (OR THE SPECIFIED) PRESENT OR PROSPECTIVE INTEREST IN THE PROPERTY THAT IS THE SUBJECT OF THE WORK UNDER REVIEW AND NO (OR THE SPECIFIED) PERSONAL INTEREST WITH RESPECT TO THE PARITES INVOLVED.
- I HAVE PERFORMED NO (OR THE SPECIFIED) SERVICES, AS AN APPRAISER OR IN ANY OTHER CAPACITY, REGARDING THE PROPERTY THAT IS THE SUBJECT OF THE WORK UNDER REVIEW WITHIN THE THREE YEAR PERIOD IMMEDIATELY PRECEEDING ACCEPTANCE OF THIS ASSIGNMENT.
- I HAVE NO BIAS WITH RESPECT TO THE PROPERTY THAT IS THE SUBJECT OF THE WORK UNDER REVIEW OR TO THE PARTIES INVOLVED WITH THIS ASSIGNMENT.
- MY ENGAGEMENT IN THIS ASSIGNMENT WAS NOT CONTINGENT UPON DEVELOPING OR REPORTING PREDETERMINED RESULTS.
- MY COMPENSATION IS NOT CONTINGENT ON AN ACTION OR EVENT RESULTING FROM THE ANALYSES, OPINIONS, OR CONCLUSIONS IN THIS REVIEW OR FROM ITS USE.
- MY COMPENSATION FOR COMPLETING THIS ASSIGNMENT IS NOT CONTINGENT UPON THE DEVELOPMENT OR REPORTING OF PREDETERMINED RESULTS OR ASSIGNMENT RESULTS THAT FAVORS THE CAUSE OF THE CLIENT, THE ATTAINMENT OF A STIPULATED RESULT, OR THE OCCUURRENCE OF A SUBSEQUENT EVENT DIRECTLY RELATED TO THE INTENDED USE OF THIS APPRAISAL REVIEW.
- MY ANALYSES, OPINIONS, AND CONCLUSIONS WERE DEVELOPED AND THIS REVIEW REPORT WAS PREPARED IN CONFORMITY WITH THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE.
- I HAVE (OR HAVE NOT) MADE A PERSONAL INSPECTION OF THE SUBJECT OF WORK UNDER REVIEW.

NO ONE PROVIDED SIGNIFICANT APPRAISAL OR APPRAISAL REVIEW ASSISTNACE TO THE PERSON SIGNING THIS CERTIFICATION.

COST APPROACH: \_\_\_\_\_SALES COMPARISON APRROACH: X INCOME CAPITALIZATION APPROACH: \_\_\_\_\_ (LAND ONLY) VISITED DATES: SUBJECT: 12/10/15\*\* COMPARABLES: 12/10/15 & OTHER DATES\*\* \*\*LAST DATE VISITED BY REVIEWER THE SUMMARY OF FACTS AND CONCLUSIONS ARE FOUND IN THE APPRAISAL OF

MORVANT: DATE OF VALUE: 11/13/15 DATE OF REPORT: 11/23/15

#### PAGE NO. 2 PARCEL NO(S): 1-1-C-1

LAND VALUE: <u>PARCEL NO. 1-1-C-1</u> <u>6,316.29 S.F.@\$1.40/S.F.x10%x4 \$3,537.00</u> (0.145 Acre @ \$60,984/Ac x 10% x 4)	\$ 3,537.00
TOTAL LAND VALUE:	\$3,537.00
IMP. VALUE:	
PARCEL NO1-1-C-1 Hog Wire Fence To be Replaced In-Kind\$0.00	
TOTAL IMPROVEMENT VALUE:	\$0.00
TOTAL VALUE OF REQUIRED PROPERTY:	\$3,537.00
DAMAGES :	\$0.00
FAIR MARKET VALUE OF REQUIRED PROPERTY & DAMAGES:	\$3,537.00
ADDITIONAL COMPENSATION:	\$0.00
TOTAL COMPENSATION AND RECOMMENDED OFFER:	\$3,537.00

Comments: Mr. Tidwell's appraisal report is well written, justified and acceptable. The subject property is presently utilized for agricultural endeavors. The appraiser has determined a larger parcel for this assignment; subsequently, the whole property will not be considered. The highest and best use of the larger parcel is commercial. The construction servitude will be rented from the owner on an annualized basis for a period of 4 years. The improvements situated within the servitude area will be replaced in-kind. For this reason, the fencing is not included in the above recommended offer. (Hog Wire Fencing: 270 l.f. @ \$2.25/l.f. = \$270.00). It is noted that livestock is sometimes located within the confines of the fencing situated within the construction servitude area and should be maintained at all times. The highest and best use of the subject is unchanged in the after status. The recommended offer is based on Mr. Tidwell's appraisal report. The review appraiser inspected the subject property and comparable sales used in the appraiser's report.

Donna S. Stinson 12/11/15

DONNA S. STINSON, ASA, SR/WA,R/W-AC DATE REAL ESTATE REVIEW APPRAISER LOUISIANA CERTIFIED GENERAL REAL ESTATE APPRAISER #G0777

# **TEMPORARY CONSTRUCTION SERVITUDE**

STATE PROJECT NO. H.010923 US 79 BYPASS @ LA 9 ROUNDABOUT ROUTE NO. US 79 PARCEL NO(S). 1-1-C-1

STATE OF LOUISIANA: PARISH OF CLAIBORNE:

BE IT KNOWN, Louisiana State University Board of Supervisors of Baton Rouge Louisiana (TAX I.D. No. XX-XXX ),(100% interest), being hereinafter referred to as "Grantor", in consideration of the benefits, uses and advantages accruing to Grantor by reason of the location of the STATE PROJECT NO. H.010923, US 79 BYPASS @ LA 9 ROUNDABOUT, ROUTE NO. US 79, Parcel No. 1-1-C-1, and for and upon such other terms and conditions or considerations hereinafter expressed does hereby grant, transfer, assign, set over and deliver unto the Department of Transportation and Development of the State of Louisiana, herein represented by HUBERT GRAVES, Real Estate Administrator of said Department of Transportation and Development, authorized herein by Policy and Procedure Memorandum Number 44, dated August 24, 1977, as amended, issued by the Secretary of the Louisiana Department of Transportation and Development, being hereinafter referred to as the "Department", accepting and acknowledging delivery and possession for the Department of Transportation and Development, all and singular a Temporary Construction Servitude on, over, and across the following described property, to-wit:

# DESCRIPTION

ONE (1) temporary servitude on, over and across ONE (1) certain tract or parcel of land, together with all the improvements situated thereon, in Section 3, Township 20 North, Range 7 West, Northwestern Land District, Claiborne Parish, Louisiana, identified as PARCEL NO. 1-1-C-1 as shown on Sheet No. 1 of the property map for STATE PROJECT NO. H.010923, US 79 BYPASS @ LA 9 ROUNDABOUT, ROUTE US 79, CLAIBORNE PARISH, LOUISIANA, prepared by Charles G. Coyle, III, Coyle Engineering Co., Inc. dated 8/5/2015, said map being attached hereto and made a part hereof, which property is more particularly described as follows:

# Parcel No. 1-1-C-1

From a point on the centerline of State Project No. H.010923, at Station 105+00.00, proceed S28°11'52"E a distance of 40.40 feet to the point of beginning; thence proceed N61°50'38"E a distance of 152.43 feet to a point and corner; thence proceed along a curve to the left having a radius of 1197.49 feet, whose length is 143.47 feet and whose chord length is 143.39 feet and bears N58°24'40"E to a point and corner; thence proceed N81°09'30"E a distance of 135.17 feet to a point and corner; thence proceed N81°09'30"E a distance of 135.17 feet to a point and corner; thence proceed S66°43'25"W a distance of 424.66 feet to the point of beginning. All of which comprises Parcel 1-1-C-1 as shown on Sheet 1 of the Right of Way Plans of State Project No. H.010923, and contains an area of 6294.9 square feet or 0.145 acres.

Being a portion of the same property acquired by Grantor by Option Deed dated January 9, 1948, and recorded February 26, 1948 under Entry No. 173700 in Conveyance Book 163, Page 63 of the Conveyance Records of Claiborne Parish, Louisiana.

The Department is hereby authorized, in the construction and maintenance of said project, to remove from the property herein described earth and other material in accordance with usual construction and maintenance policies.

The Department shall pay unto Grantor for the temporary construction servitude hereby conveyed, upon approval by the Department of Grantor's title to the hereinabove property, free and clear of all encumbrances of any kind or nature whatsoever, and in full settlement and satisfaction of any and all claims for damages resulting from the grant of said temporary construction servitude, the price and sum of THREE THOUSAND FIVE HUNDRED THIRTY-SEVEN AND NO/100 (\$3,537.00) DOLLARS.

Grantor acknowledges and agrees that the consideration provided herein constitutes full and final settlement for the temporary construction servitude herein granted and for any and all diminution in the value of Grantor's remaining property as a result of the granting of this temporary right of way for transportation purposes.

It is agreed and understood that prior to completion of the said project, the property upon which the hereinabove described temporary construction servitude is located shall be left free of all construction scars.

The temporary construction servitude hereby granted shall be for a term of FOUR (4) years at EIGHT HUNDRED EIGHTY-FOUR AND 25/100 (\$884.25) DOLLARS per year and shall commence upon the date a work order is issued to the contractor, for construction of the respective construction project for which the servitude is required.

Should the above recited term not be sufficient to complete construction activities, the Grantor grants to the Department the option to extend the servitude for an additional ONE (1) year at the same terms, conditions and rental as herein specified. This extension shall be automatic and without additional compensation unless Grantor notifies the Department.

It is further agreed and understood that the Department's rights to the said construction servitude shall terminate upon the date of completion and final acceptance of the said project and the fee simple title to the said property shall remain vested in the Grantor.

There is specifically included in this present temporary servitude all of the improvements situated wholly or partially on the hereinabove described property, including but not necessarily restricted to Grantor's driveway and landscaping, together with appurtenances thereto.

IN TESTIMONY WHEREOF, the parties hereto have signed and executed and acknowledged this instrument as their free and voluntary acts, in triplicate originals in the presence of the undersigned competent witnesses, on the \_\_\_\_\_ day of \_\_\_\_\_\_, 2013.

WITNESSES:

Printed name:

By: Its:

Printed name:

Printed name:

Printed name:

HUBERT GRAVES RIGHT OF WAY ADMINISTRATOR LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT STATE OF LOUISIANA

# AFFIDAVIT

STATE OF LOUISIANA:

PARISH OF \_\_\_\_\_:

BEFORE ME, the undersigned authority, duly qualified in and for the aforesaid Parish and State, personally came and appeared \_\_\_\_\_\_\_, of the full age and majority and personally known to me, Notary, who, by me having been duly sworn, declared and acknowledged: That (he/she) signed the above and foregoing instrument on the date thereof for the objects and purposes therein expressed, and acknowledged the same as (his/her) voluntary act and deed.

IN FAITH THEREOF, Appearer executed this acknowledgment in the Parish of

\_\_\_\_\_, State of Louisiana, on this \_\_\_\_\_ day of \_\_\_\_\_,

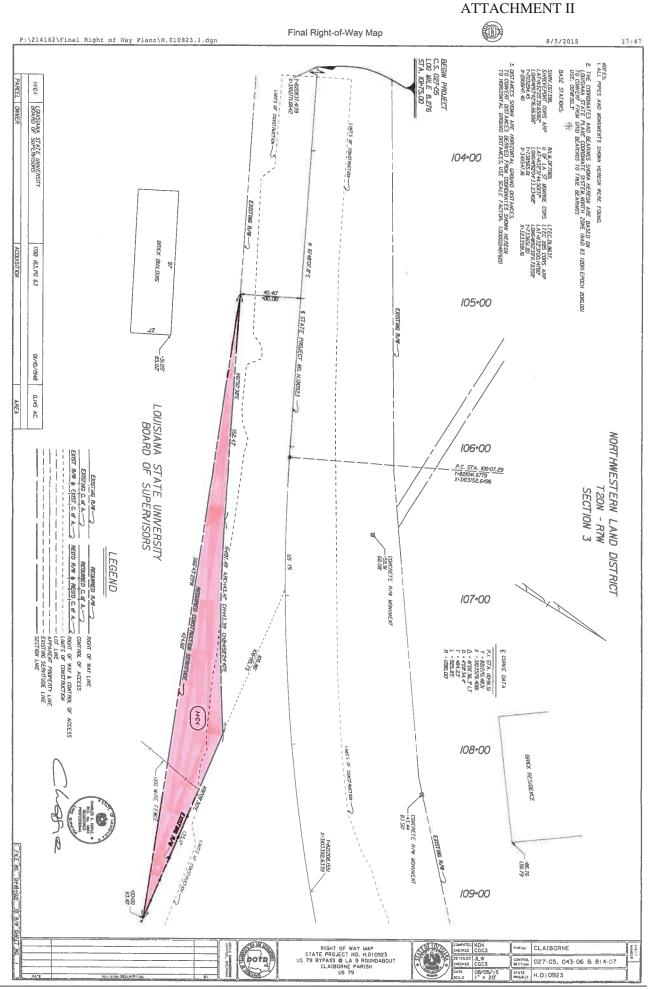
2015.

WITNESSES:

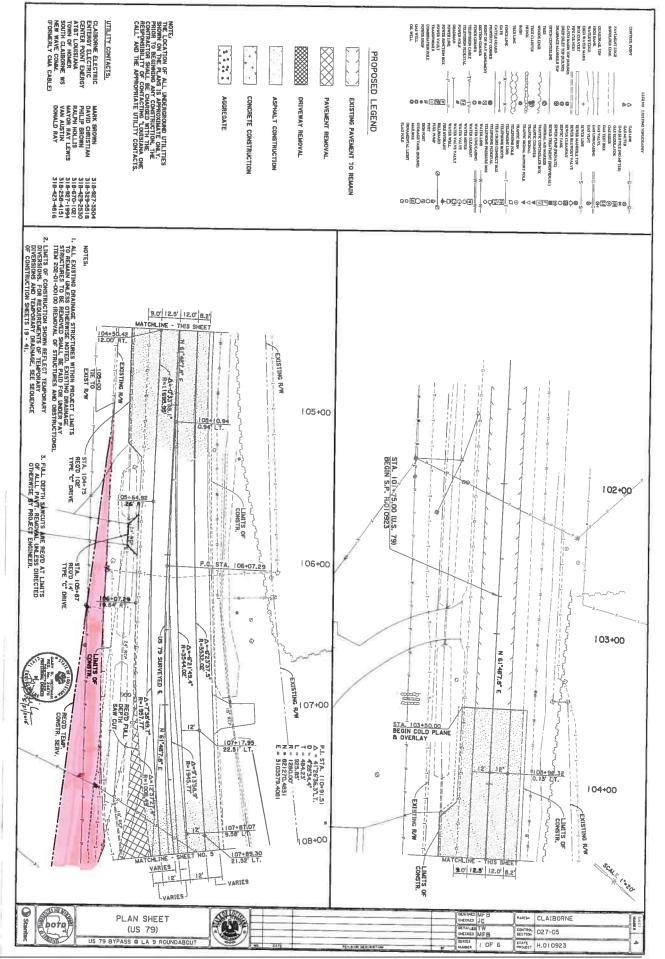
Printed Name:

Printed Name:

NOTARY PUBLIC

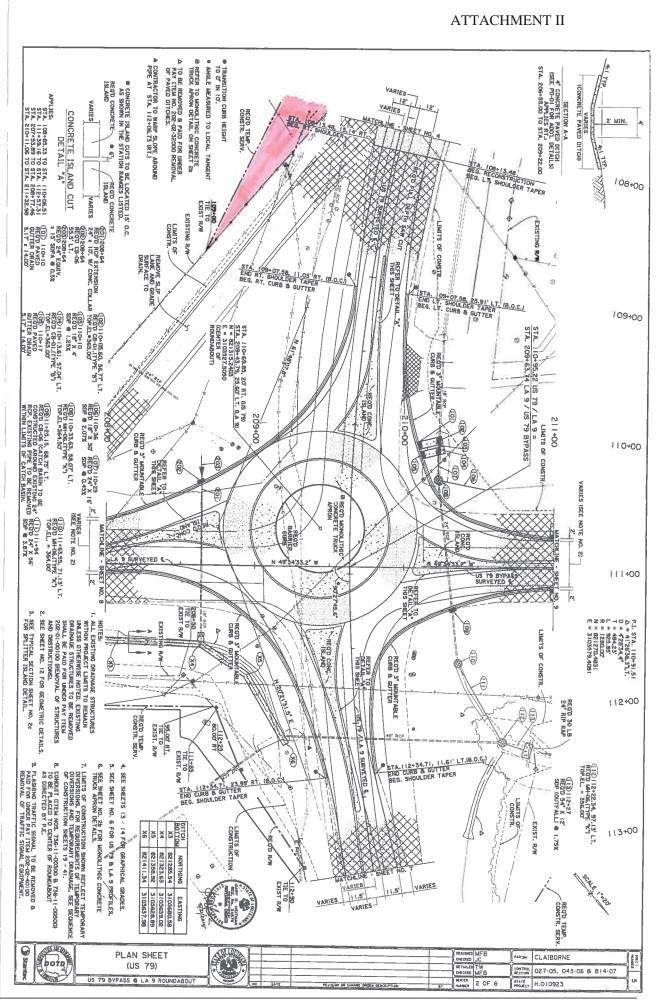


56 of 77 - LSU Board of Supervisors Meeting 1/29/2016



57 of 77 - LSU Board of Supervisors Meeting 1/29/2016

#### ATTACHMENT II



58 of 77 - LSU Board of Supervisors Meeting 1/29/2016



January 5, 2016

President F. King Alexander Office of the President 3810 West Lakeshore Drive Baton Rouge, LA 70808

RE: Request for President's Signature Temporary Construction Servitude - DOTD Hill Farm Research Station Claiborne Parish Homer, Louisiana

The Louisiana Department of Transportation and Development (DOTD) is acquiring the property rights necessary to construct a roundabout at the intersection of LA 9 and US 79 at above location. This will require a 4 year, Temporary Construction Servitude of 0.145 acres from LSU. DOTD is offering full appraised value for this strip of property. The proposed servitude has no negative impact on LSU AgCenter operations and requests the President approve this request.

Please let me know if any additional information is needed.

Sincerely,

Willian 3 5.6.2

William B. Richardson Vice President for Agriculture Dean of the College of Agriculture Chalkley Family Endowed Chair

WBR:dl

Attachments

xc: Dr. Phil Elzer Dr. Rogers Leonard Mr. Dale Frederick ATTACHMENT I Office of Vice President for Agriculture

> 101 J. Norman Efferson Hall 110 LSU Union Square Baton Rouge, LA 70803-0106 (225) 578-4161 FAX: (225) 578-4143

> > Development and Corporate Relations (225) 578-7360 FAX: (225) 578-4143

Governmental Relations (225) 578-4967 PX: (225) 578-4143

JAN 0 8 2016 FACILITY & PROPERTY (225) 578-4648 OVERSIGHT

RECEIVE

Ag Leadership 106 Knapp Hall 110 LSU Union Square Baton Rouge, LA 70803-0106 (225) 578-3659 FAX: (225) 578-5805

Communications 128 Knapp Hall 110 LSU Union Square Baton Rouge, LA 70803-0106 (225-578-2263 FAX: (225) 578-4524

Facilities Planning 210 J. Norman Efferson Hall 110 LSU Union Square Baton Rouge, LA 70803-0106 (225) 578-8731 FAX: (225) 578-7351

Human Resource Management and Diversity 103 J. Norman Efferson Hall 110 LSU Union Square Baton Rouge, LA 70803-0106 (225) 578-2258 FAX: (225) 578-8284

Information Technology I 18 Knapp Hall I 10 LSU Union Square Baton Rouge, LA 70803-0106 (225) 578-4020 FAX: (225) 578-3629

International Programs Sugar Station Building South Stadium Road I 10 LSU Union Square LSU Box 16090 Baton Rouge, LA 70803-0106 (225) 578-6963 FAX: (225) 578-6775

Sponsored Programs and Intellectual Property 104 J. Norman Efferson Hall 110 LSU Union Square Baton Rouge, LA 70803-0106 (225) 578-6030

For the latest research-based information on just about anything, visit our website: www.LSUAgCenter.com



# Date: January 29, 2016

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

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

# 1. Summary of Matter

The Louisiana Institute for Biofuels and Bioprocessing is a research, education, and outreach unit administratively housed in the LSU Agricultural Center. Through innovative discovery and strategic industry partnership, the Institute has led efforts to develop novel biofuels and bio-products from Louisiana crops. Since its creation, the institute has helped link Louisiana's strong and diverse base of production agriculture with emerging markets for high-value products made from renewable sources.

Both national and global conversations in renewable fuels and products have changed markedly since the Institute's initial approval several years ago. Steady declines in prices for both petroleum and natural gas, coupled with new extraction technologies and increasing known reserves for these commodities, have expanded the Institute's focus beyond liquid transportation fuels to include high-value products such as biopolymers, specialty chemicals, nanomaterials, and biocomposites. The Louisiana Institute for Biofuels and Bioproducts has been active in all of these arenas. Scientists are developing technologies to produce fuels, polymers, and industrial chemicals from biomass and syrups associated with Louisiana's designated energy crops. These efforts will help our state's agricultural enterprises to profit from a variety of potential product streams.

The Institute has also begun to address other biomass- and bioproduct-related needs in Louisiana. Of critical importance is the need for science-based information to support emerging biofuels and bioprocessing industries within the state. Further, the Institute is providing education and training opportunities for employees of emerging industries and for students of all ages interested in careers in biofuels and bioprocessing. Finally, the Institute is facilitating information exchange and fostering communication among policy makers, industry leaders, researchers, and Louisiana's citizenry.

Following the initial authorization of the Louisiana Institute for Biofuels and Bioprocessing, scientists at the LSU AgCenter and elsewhere, in concert with strategic industry partners, competed for and won the single largest grant in LSU AgCenter history – a \$17.2 million project from the U.S. Department of Agriculture National Institute of Food and Agriculture (USDA NIFA) titled "A Regional Program for Production of Multiple Agricultural Feedstocks and Processing to Biofuels and Biobased Chemicals." Authorization of the Institute by the Louisiana Board of Regents was instrumental in this success. Currently, the Institute is in Year 5 of this award and anticipates conclusion of all project-related activities by July 2017. The institute continues to secure significant funds through state, federal, commodity group, and other resources.

# 2. Review of Documents Related to Referenced Matter

A complete Board of Regents Form C: Request for Continued Approval of Existing Center or Institute and five-year budget form are on file with the LSU Office of Academic Affairs

# **3.** 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 reauthorization of the Louisiana Institute for Biofuels and Bioprocessing at the LSU Agricultural Center, subject to approval by the Louisiana Board of Regents.



# Date: January 29, 2016

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

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

# 1. Summary of Matter

# Description and Need

The LSU College of Engineering's Department of Biological and Agricultural Engineering would like to offer a Doctor of Philosophy in Biological Engineering. The proposed PhD will allow LSU to be competitive with other leading programs around the country. This proposed program also dovetails with the FastPath Program in Biomedical Engineering, which started in Fall 2015. Between LSU Health Sciences Center – New Orleans and LSU's College of Engineering, Department of Biological and Agricultural Engineering, the FastPath program gives students the opportunity to receive all three degrees (BS, MD, and PhD) in one to three fewer years than in a traditional path.

Biological Engineering is a growing field combining knowledge of biology with engineering techniques. The research in this field includes applied research in biomedical engineering and creating solutions to environmental, processing, agricultural, and health related challenges. The current Biological Engineering concentration produces 2-3 PhD students per year, primarily on grant funding, in areas of agricultural, bioenvironmental, healthcare, bioprocess, and biotech engineering areas. Currently, these students must earn their degrees through the broad PhD-Engineering Science program, but most students desire the opportunity to earn a terminal degree in the important and emerging field of biological engineering.

Employment is projected to rise in this field by 70% over the next ten years. Jobs are expected in medical and health related fields; agriculture; food processing and engineering; coastal and environmental engineering; and in academic fields. The FastPath Program provides 10 students per year in biomedical, biotechnological, and other health related biological engineering research areas. It is therefore expected that the program will produce significantly more than the required Board of Regents minimum of 2 PhD graduates per year.

# **Students**

Currently, students must earn their degrees through the broad PhD-Engineering Science program, but most students desire the opportunity to earn a terminal degree in the important and emerging field of biological engineering.

It is expected that the PhD student output will increase once a formal program is in place, but current numbers show a sustainable program graduating 2-3 students per year. The growth of the MS in Biological Engineering enrollments will enhance the addition of the PhD.

Student interest in a PhD in Biological Engineering does not solely come from the growing BS and MS in Biological and Agricultural Engineering programs, but also from other programs such as chemical engineering, food science, materials, mechanical engineering, renewable natural resources, chemistry, and

biological sciences. The new FastPath program students are also requesting the proposed PhD in Biological Engineering.

# 2. Review of Business Plan

The proposed program will be nearly cost neutral and will enhance the research capabilities and visibility of its related programs. As student numbers rise, new faculty will be hired. Two faculty hires are in process based on WISE funding. Grant funding (federal and state) has exceeded the expected grant funding for student, equipment, and supplies. Based on current funding, the Department of Biological and Agricultural Engineering is already advising and supporting students in the PhD in Engineering Science program. The Engineering Science program would continue to have sufficient student enrollment in the future.

# 3. Review of Documents Related to Referenced Matter

A complete Board of Regents Letter of Intent to Develop a New Academic Program from 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 Letter of Intent from LSU A&M for a Doctor of Philosophy in Biological Engineering, subject to approval by the Louisiana Board of Regents.



# Date: January 29, 2016

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

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

# 1. Summary of Matter

# Description and Need

Entrepreneurship degrees and programs are becoming more common in other states around the country. The E.J. Ourso College of Business has over 25 years of experience fostering entrepreneurship and entrepreneurial thinking. Through the current entrepreneurship concentration and minor, the many programs administered by the Stephenson Entrepreneurship Institute, the professional entrepreneurial network that has been established, the close linkages with the Louisiana Business Technology Center at LSU, and the continual support and passion from donors and volunteers, the College is well positioned to continue to foster and grow entrepreneurial education at LSU and to create a nationally recognized degree that will equip students with the knowledge and skills needed to start a business, be a productive member of an entrepreneurial business, assume responsibilities in a family business, or become an effective manager in a growing business.

The degree in Entrepreneurship will be a multi-disciplinary business degree, integrating knowledge and practices from accounting, finance, marketing, management, economics, operations and information systems into an understanding of the development of new venture creation and the management of innovative businesses. The program consists of 60 hours of comprehensive university education outside of the Business College (including 39 hours of required General Education), 30 hours of core business education courses, and 30 hours of entrepreneurship courses. While this proposal is to gain approval for a B.S. degree, the university intends to create an opportunity for LSU students to earn this degree as well as a B.A. or B.S. degree in another discipline (two degrees) in five years or less. Potential future double major or dual degree opportunities exist with engineering, music and performing arts, agriculture, and the sciences.

Entrepreneurship is important for the economy because new businesses create employment opportunities and add national income by generating new wealth. Louisiana's small businesses are critical to the state's economy because they employ over half of the state's private workforce. Firms with fewer than 100 employees have the largest share of small business employment. Small businesses in Louisiana created 28,847 net new jobs in 2012. Unfortunately, the state's private sector employment growth rate was below the national average growth rate over the 12 month period ending October 2014. Entrepreneurship education is necessary to improve the state's ability to create new ventures and to sustain and grow existing ones.

Several universities around the state offer successful entrepreneurial minors, concentrations, or specializations, but none offer a Bachelor of Science degree in the subject. This new program will be an important building block in furthering strong entrepreneurial communities in Louisiana.

# Students

There is a sizeable demand from current LSU students for an entrepreneurship program as can be seen from the number of students interested in the varied specializations in the subject offered at LSU. Of 317 general business majors, 77 have entrepreneurship minors declared. There are 59 management majors with an entrepreneurship concentration declared, and 106 non-business majors who have the same concentration declared.

The degree will be marketed as one that can be taken with a variety of other majors, giving the student the ability to earn two degrees in five years or less. Many LSU students earn two degrees at once (currently, 277 have a double major and 293 are dual degree candidates), and the deans of several LSU colleges have indicated that their students would value the opportunity to earn a second degree in Entrepreneurship.

# 2. Review of Business Plan

The sources of revenue that will be utilized to support this program include university support of faculty lines in the amount of \$550,000; donor support in the amount of \$6,000,000 over ten years; and college and departmental support in the amount of \$144,000 a year for as long as the program is running. It is estimated that with eventually two sections of 40 students each, enrollment will reach 160 per year and generate \$1,545,600 tuition and fees revenue annually.

Due to the work of the Stephenson Entrepreneurship Institute in the E.J. Ourso College of Business, the Louisiana Business and Technology Center at LSU, and the faculty in the college who have offered the entrepreneurship minor for a number of years, a foundation of resources and expertise has already been built.

# 3. Review of Documents Related to Referenced Matter

The request to approve the Letter of Intent for a Bachelor of Science in Entrepreneurship has been reviewed and approved by appropriate faculty and administrators at LSU A&M and 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 Letter of Intent from LSU A&M for a Bachelor of Science in Entrepreneurship, subject to approval by the Louisiana Board of Regents.



Request from LSU Health Sciences Center – New Orleans to Approve a Letter of Intent for a Bachelor of Science in Public Health

# To: Members of the Board of Supervisors

# **Date: January 29, 2016**

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

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

# 1. Summary of Matter

#### Description and Need

The Bachelor of Science in Public Health (BSPH) degree program would offer a competency-based curriculum to prepare students to promote health, prevent disease, and prolong the life of the population, with particular attention to needs in Louisiana. Students will complete foundational courses (60-credits) in any accredited college or university and apply to the program for their Junior-Senior years (60-credits). Coursework includes didactic, case-based and experiential opportunities to provide students with a solid grounding in the field of public health; behavioral and community health, biostatistics, epidemiology, environmental and occupational health, and health policy and systems management. Students will develop the knowledge and professional skills needed to address complex public health problems ranging from air quality and avian flu to West Nile virus and youth risk behaviors.

Louisiana is often ranked near the bottom of all states in public health indices. The United Health Foundation's America's Health Rankings (2015) placed Louisiana 50th for the overall population and for seniors. Many factors at multiple levels account for these rankings, and opportunities abound to discover and apply solutions to improve the health of Louisianans. Improving the public's health generates a healthier workforce, fewer absences from work and school, and reduced medical costs. A healthier workforce will benefit the state's economy; healthier children will mean a future of intellectual and economic growth; and a healthier older population will mean fewer hospitalizations and better quality of life, resulting in increasing economic activity. The number of graduates produced from the proposed program is expected to quickly rise from an initial graduating class size of 30 to approximately 90 per year after four years. The program is expected to have significant impact on meeting the growing public health workforce needs in Louisiana.

Graduates with their baccalaureate will be competent in skills such as communications, data collection and analysis, outreach, planning, and program support as identified by the Council on Linkages between Academia and Public Health Practice in Core Competencies for Public Health Professionals (June 2014). Career paths of those with a BSPH include job titles such as Coordinator of Public Health, Disease Prevention Manager, Maternal and Child Health Specialist, Public Health Marketing Manager, and Wellness Associate Health Educator.

The need for public health workers is expanding in corporate, non-profit and public entities. The US Bureau of Labor Statistics predicts that employment for health educators will grow 19% faster than the national average of professions from 2012-2022. There is no public institution in Louisiana currently offering a BSPH. Tulane University's School of Public Health and Tropical Medicine offers a BSPH with "a global commitment to public health." Tulane graduates approximately 150 BSPH students per year, less than 10% of whom are from Louisiana. Tuition and fees at Tulane total \$49,638 per year vs. \$9,722

per year at LSU. The program will offer Louisiana's students a state-focused, affordable, public health education.

# Students

Public health has become a popular major by offering both knowledge and skills. At Johns Hopkins University, public health is now the second most popular major among arts and sciences students. *US News and World Report* lists public health as one of 11 "hot college majors". There are 52 universities in the US with accredited schools of public health, most of which now offer undergraduate public health degrees. Some graduates will pursue advanced degrees in public health, and many will enter other health and health-related professions.

# 2. Review of Business Plan

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

# 3. Review of Documents Related to Referenced Matter

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

# 4. Certification of Compliance with Article VII, Section 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 Letter of Intent for a Bachelor of Science in Public Health from LSU Health Sciences Center – New Orleans, subject to approval by the Louisiana Board of Regents.



Request from LSU A&M to Approve the Establishment of Three Endowed Professorships, Seven Superior Graduate Student Scholarships, and the Conversion of an Existing Professorship to a Superior Graduate Student Scholarship

# To: Members of the Board of Supervisors

# Date: January 29, 2016

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

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

# 1. Summary of Matter

<u>Endowed Professorships</u> - Significant donations have been made to the LSU Foundation to establish three endowed professorships that qualify for Board of Regents Support Fund (BoRSF) matching funds. Approved by the Louisiana Board of Regents in the 1990-91 academic year, the Endowed Professorships Subprogram matches non-State contributions of at least \$60,000 with \$40,000 from the BoRSF to create endowed professorships to recruit and retain superior faculty.

Endowed Superior Graduate Student Scholarships - Significant donations have been made to the LSU Foundation to establish seven Endowed Superior Graduate Student Scholarships that qualify for Board of Regents Support Fund matching funds. The Louisiana Board of Regents approved Endowed Superior Graduate Student Scholarships Subprogram matches non-State contributions of at least \$60,000 with \$40,000 from the BoRSF to create endowed scholarships to support graduate and first-professional students as well as post-doctoral fellows. Income above the corpus may be used to benefit the student recipient in the form of scholarships, fellowships, and experiential opportunities, including internships, externships, conference travel, and field work.

<u>Conversion of an Existing Professorship</u> – The Laura Cordell and John P. "Jay" Moffitt Professorship in Geology and Geophysics in the College of Science was established in 2011. The professorship remains unmatched and administrative leadership in the College of Science determined the funds would be more beneficial to the Department of Geology and Geophysics as an Endowed Superior Graduate Student Scholarship, and seek approval for this change.

# 2. Review of Documents Related to Referenced Matter

Supporting materials for the professorships and endowed superior graduate student scholarships are in order.

# **3.** 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.

# ATTACHMENTS

I. List of Requested Endowments and Donation Amounts

#### RESOLUTION

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors hereby approves the request to establish the Professional Ethics Professorship #4;

**BE IT FURTHER RESOLVED** that the Board of Supervisors hereby approves the request to establish the E.J. Ourso Professorship in Information Systems and Decision Sciences #1;

**BE IT FUTHER RESOLVED** that the Board of Supervisors hereby approves the request to establish the E.J. Ourso Professorship in Consumer Behavior;

**BE IT FUTHER RESOLVED** that the Board of Supervisors hereby approves the request to establish the Neil and Sarah Klock Superior Graduate Student Scholarship for Petroleum Engineering;

**BE IT FUTHER RESOLVED** that the Board of Supervisors hereby approves the request to establish the Audrey Engelhart Scholarship in Shelter Medicine;

**BE IT FUTHER RESOLVED** that the Board of Supervisors hereby approves the request to establish the Audrey Engelhart Scholarship in the School of Veterinary Medicine;

**BE IT FUTHER RESOLVED** that the Board of Supervisors hereby approves the request to establish the Shawn and Erin Mire Superior Graduate Student Scholarship;

**BE IT FUTHER RESOLVED** that the Board of Supervisors hereby approves the request to establish the Robert A. Godke, Jr. Graduate Student Scholarship;

**BE IT FUTHER RESOLVED** that the Board of Supervisors hereby approves the request to establish the Dr. Steven D. Everson and Dr. Bradley S. Everson Honorary Endowed Scholarship Fund;

**BE IT FUTHER RESOLVED** that the Board of Supervisors hereby approves the request to establish the Susan A. Halsey Memorial Scholarship Fund;

**BE IT FUTHER RESOLVED** that the Board of Supervisors hereby approves the request to convert the Laura Cordell and John P. "Jay" Moffitt Professorship in Geology and Geophysics to the Laura Cordell and John P. "Jay" Moffitt Distinguished Fellowship;

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Supervisors of Louisiana State University and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the above named professorships and superior graduate student scholarships.

#### Louisiana State University Agricultural and Mechanical College List of Requested Endowments and Donation Amounts 1/29/2016

New Endowed Professorships	Donation Amount
Professional Ethics Professorship #4	\$60,000
E.J. Ourso Professorship in Information Systems	\$420,000
and Decision Sciences #1	
E.J. Ourso Professorship in Consumer Behavior	\$600,000

Endowed Superior Graduate Student Scholarship	Donation Amount
Neil and Sarah Klock Superior Graduate Student	\$60,000
Scholarship for Petroleum Engineering	
Audrey Engelhart Scholarship in Shelter Medicine	\$60,000
Audry Engelhart Scholarship in the School of	\$60,000
Veterinary Medicine	
Shawn and Erin Mire Superior Graduate Student	\$60,000
Scholarship	
Robert A. Godke, Jr. Graduate Student Scholarship	\$120,000
Dr. Steven D. Everson and Dr. Bradley S. Everson	\$120,000
Honorary Endowed Scholarship Fund	
Susan A. Halsey Memorial Scholarship Fund	\$120,000

Conversion of Existing Endowed Professorships	Proposed Superior Graduate Student Scholarship
Laura Cordell and John P. "Jay" Moffitt	Laura Cordell and John P. "Jay" Moffitt
Professorship in Geology and Geophysics	Distinguished Fellowship

# BOARD OF SUPERVISORS SCHOLARSHIP PROGRAM REGULATIONS

#### PURPOSE AND MISSION

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

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

### **GENERAL PROGRAM GUIDELINES**

- 1. Scholarships will be awarded in consideration of academic potential, individual achievement or personal circumstances.
- 2. Scholarships are awarded for a full academic year unless awarded for a single semester only (fall, spring, and summer). If a student graduates or becomes ineligible, the scholarship may be awarded to another qualified student for the remainder of the academic year. If an awardee does not attend the summer semester, his or her scholarship may be awarded to another qualified student.
- 3. Normally students may receive only one tuition exemption scholarship from sources within LSU.

# PLEASE NOTE: STUDENTS WHO ARE AWARDED A TOPS SCHOLARSHIP ARE NOT ELIGIBLE TO RECEIVE AN LSU BOARD OF SUPERVISOR'S SCHOLARSHIP.

4. Each member of the Board of Supervisors and the President of the LSU System shall be authorized to award 20 tuition exemption scholarships each academic year. <u>The maximum number of scholarships will be reduced to 18 per member and President beginning with the 2015-2016 Academic Year and to 15 per member and President beginning with the 2016-2017 Academic Year. Each board member is permitted to use two (2) of their scholarships each year to award a non-resident fee exemption to qualified undergraduate students. Any person holding the title of President Emeritus shall be authorized to award 5 tuition exemption</u>

scholarships each academic year. It shall be the responsibility of the appropriate staff in the Offices of Student Aid and Scholarship, with the assistance of the campus admissions offices, to determine if students nominated to receive scholarships meet the minimum qualifications set forth in this document.

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

### APPLICATION and SELECTION PROCEDURES

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

verify the information and send the application forms to the Board of Supervisors Office.

- 4. Applications are due to the LSU Board of Supervisors office according to the following schedule:
  - June 15 for fall semester
  - November 15 for spring semester
  - April 15 for summer semester

A board member may consider a late application.

- 5. Members of the Board of Supervisors are encouraged to work with the LSU University Administration Office and LSU Chancellors in identifying qualified scholarship recipients.
- 6. Scholarship applications will be awarded according to the following schedule:
  - August 15 for fall semester
  - January 15 for spring semester (if they did not apply starting with fall)
  - May 15 for summer semester

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

- 7. It shall be the responsibility of the Board staff to notify the appropriate Board member when students fail to meet the eligibility requirements of the scholarship program.
- 8. As part of the official records of the scholarship program, the Board of Supervisors Office will keep a completed application form for each student awarded a scholarship for the entirety of the academic year.
- 9. Students who submit applications and do not receive a scholarship will be required to submit another application for subsequent academic years, if they would like to be reconsidered for a Board of Supervisors Scholarship.

# QUALIFICATIONS

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

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

A. <u>Freshman</u>

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

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

#### B. Upperclassman

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

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

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

#### C. <u>Professional and Graduate Students</u>

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

#### ELIGIBILITY FOR SCHOLARSHIPS

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

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

#### <u>TERMS</u>

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

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

# VALUE

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

For the professional schools: law, medicine, doctor of nursing practice, physician assistant, doctor of physical therapy, dentistry, and veterinary medicine; the value of the Board Scholarship shall be equal to tuition only as fixed by the Board for the graduate program at Louisiana State University A&M College and shall not be inclusive of University fees. The student shall be required to pay all other required fees, unless otherwise exempted by specific campus regulations.

### SCHOLARSHIP REVIEW COMMITTEE

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

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

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

# EXCEPTIONS

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

programs. The student must designate to which program the scholarship shall apply. The cost of enrolling in the additional degree program is the sole responsibility of the student.

### APPLICATION PROCESS

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

# **RETENTION OF RECORDS**

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

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

# AWARD REPORTING

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

# Board of Supervisors Scholarship Program Regulations RESOLUTION January 29, 2016

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the adoption of the following changes to the LSU Board of Supervisors Scholarship Regulations:

- 1) The General Program Guidelines Section is amended to state that each board member is permitted to use two (2) of their scholarships each year to award a non-resident fee exemption to qualified <u>undergraduate</u> students.
- 2) The General Program Guidelines Section is amended to state the Student Board Member of the LSU Board of Supervisors is granted a Board Scholarship during the time they serve on the Board until completion of their enrollment as a student provided he/she meets the requirements of this policy. The Board of Supervisors approved the awarding of a Board Scholarship for student board members on June 20, 1980 and required the recipient meet all provisions of the Board of Supervisors Scholarship Regulations. The provision regarding the Student Board Member scholarship is, therefore, being added to the Board of Supervisors Program Regulations.
- 3) The Value Section is amended to add doctor of nurse practice, physician assistant, and doctor of physical therapy to the professional schools for which the value of awarded scholarships is limited to the tuition only as fixed by the Board for the graduate program at Louisiana State University A&M College.

**BE IT FURTHER RESOLVED** that the changes adopted by this resolution be effective for the spring, 2016 semester and the policy posted on the LSU Board of Supervisors website and forwarded to each LSU campus.

# A. FINANCE, INFRASTRUCTURE, AND CORE DEVELOPMENT COMMITTEE



#### To: Members of the Board of Supervisors

#### Date: January 29, 2016

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

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

#### 1. Summary of Matter

The LSU Health Sciences Center Shreveport (HSCS) requests authority for its School of Medicine to provide non-resident fee exemptions to continue to encourage very high caliber candidates from around the United States to apply and matriculate into the MD degree integrated Oral and Maxillofacial Surgery (OMS) Residency training program. The OMS Residency program at HSCS is a highly competitive MD integrated training program currently receiving applications from top dental students from around the country for its three training positions. OMS is a specialty of dentistry, but in select programs such as the program at HSCS, the trainees are given the opportunity to obtain the MD degree to complement their training. During the course of the 6 year length training program at LSU, the trainees, as a result of their post graduate education in Dentistry, are given advanced standing in the medical school as third year medical students. After fulfilling the requirement in the HSCS School of Medicine as a third and fourth year medical student, they are then conferred the MD degree.

Since 1990 and currently, the Department of OMS matriculates its trainees for one year as OMS Residents prior to enrolling them in the medical school for two years to complete their requirements for their MD degree. By having the trainees serve as OMS Residents at HSCS for one year prior to enrolling as MD students, they have been able to meet the requirements to become eligible for in-state tuition at the HSCS School of Medicine.

With the changing landscape of health care, the Department of OMS is proposing a change in its residency-training curriculum by matriculating the trainees directly into medical school during their first year of training. Since the majority of our trainees come from out of state, as it currently stands they will NOT be eligible for in-state tuition during their medical school portion of the training curriculum. With the increasing complexities of patients and their co-morbidities, the Department is finding it necessary to provide its trainees with the medical knowledge obtained in medical school as early as possible in the OMS program. With the MD obtained after the first two years in the training curriculum, the trainees will be better able to utilize that knowledge throughout their clinical training. With the current curriculum, there is a break for two years in clinical OMS training after the initial year as an intern. But, with the change in curriculum, there will no longer be a break in the continuum of clinical training as they will be able to start as a clinical resident in the third year of the training program, after completion of their MD degree, and progress clinically for four years to the end of the training program.

Allowing three OMS trainee medical students from around the United States to effectively enroll at in-state tuition rates will continue to allow the Department to attract top-notch candidates seeking to complete their training and medical degree from HSCS School of Medicine. The eligibility requirements for the exemption are as follows:

- The student must be accepted in the HSCS School of Medicine OMS Residency training program.
- The student must meet all criteria necessary to receive advanced standing in the HSCS School of Medicine MD program so as to be able to matriculate as a third year medical school student.

The non-resident fee exemption will be granted for the entire academic year and will continue throughout the recipient's enrollment in the MD program at HSCS School of Medicine. Renewal criteria to maintain the exemption are as follows:

- Maintain the academic progression requirements of the MD program at the HSCS School of Medicine.
- Fulfillment of the academic requirements for progression is verified by the HSCS School of Medicine registrar at the end of each term.
- Maintain the requirements and be in good standing in the recipient's training program in the Department of Oral and Maxillofacial Surgery.

#### 2. Fiscal Impact

HSCS believes that there is no material fiscal impact due to this proposed change as the Department of OMS is currently matriculating three of its trainees every year as in-state tuition advanced standing MD students. If no changes are made to the OMS training curriculum, the department will continue to enroll three of its trainees yearly as advanced standing in state medical students. If the non-resident tuition exemption is approved, the Department of OMS will continue to enroll three of its trainees each year as in-state medical students except for the first year of the curriculum change as there will be six trainees enrolled; as three trainees will be in their first year of the new OMS training curriculum and three will be in their second year of the prior OMS training curriculum as they had begun their training program the year prior to the curriculum change. Subsequent years will return to three trainees being enrolled in the School of Medicine as it is currently. There will be no loss in revenue for HSCS, and this proposed change will allow the Department of OMS to continue and further attract high caliber applicants from all over the country, with its new training curriculum.

If the non-resident tuition exemption is not approved by the Board of Supervisors and a change in the OMS Training curriculum is made, out of state trainees will be responsible for medical school tuition and fees that are significantly higher than those paid by in-state resident trainees. With the rising cost of higher education, many high caliber applicants with debts already incurred from prior college and dental school tuition will likely not be as attracted to the OMS training program at HSCS under this proposed curricular change.

Resident Status	MD degree tuition (2015-2016 academic year)				
In-State	\$26,675.75				
Out of State	\$62,003.75				

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

The proposed request from the campus has been reviewed by the University's Chief Financial Officer and the Dean of the HSCS School of Medicine,.

#### ATTACHMENTS

- I. Letter from Dr. G. E. Ghali, Gamble Professor and Chairman, Department of Oral and Maxillofacial Surgery
- II. Table of Current Program Structure and Proposed Structure Beginning July, 2016

#### RESOLUTION

The Staff recommends that the Board consider the resolution set forth below:

WHEREAS, HSCS School of Medicine seeks to encourage high caliber candidates from outside the State of Louisiana to apply to be accepted into its Oral and Maxillofacial Surgery Residency Program;

WHEREAS, HSCS School of Medicine traditionally starts the incoming Oral and Maxillofacial Surgery residents in an internship year prior to engaging them into the third year of medical school;

WHEREAS, HSCS School of Medicine proposes to further refine and improve the educational component of this top-notch LSU training program by starting the incoming residents directly into the third year of medical school so as not to have a break in their Oral and Maxillofacial Surgery residency training;

WHEREAS, HSCS School of Medicine requests an exemption of the non-resident fee for these incoming residents in order to offset the fiscal impact on the individual student;

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 authorize the waiver of out-of-state tuition for the incoming Oral and Maxillofacial Surgery residents at HSCS School of Medicine effective with the July 1, 2016 academic term;

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 permanently implement the waiver of out-of-state tuition for all subsequent incoming Oral and Maxillofacial Surgery residents at HSCS School of Medicine.



December 30, 2015

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

Dear President Alexander:

Enclosed is a proposed non-resident tuition waiver that the Department of Oral and Maxillofacial Surgery has developed, in cooperation with the Budget Office and the Financial Aid Office at our School of Medicine to assist us with restructuring of our curriculum. As you are aware, ours is a nationally and internationally recognized training program that draws from a scholarly cohort of applicants to LSU. Historically about 90 percent of our residency applicants are from outside of Louisiana. This program has been in existence since 1990 and has brought tremendous recognition to Shreveport and, indeed, the entire state of Louisiana. Traditionally, we have started our incoming residents in an internship year prior to engaging them into the third year of medical school. In order to enhance their educational experience, our faculty believe that starting them directly into the third year of medical school would provide this opportunity. In the prior model all out-of-state residents qualified for in-state tuition. In our new proposed model, a waiver would be necessary in order to offset the fiscal impact on the individual student. We are proposing these changes based upon my assessment and desire to further refine and improve the educational component of this top-notch LSU training program.

I respectfully request an assessment of the "in vs. out" of state tuition for these residents during their first year in the new structure of this program. All applicants that match to this program will have a six year binding contract with LSU School of Medicine and there will be no change in the overall net affect from a time and effort standpoint. It merely improves the continuity of their education and training, and at the same time will allow us to provide better care for the citizens of northern Louisiana.

I have already obtained approval from LSU School of Medicine and our Commission on Dental Accreditation for implementation of this new proposed structure. I hope that you and the Board will look favorably upon this request. If you require additional information, please feel free to contact me.

Sincerely

G. É. Ghali, DDS, MD, FACS, FRCS(Ed) Gamble Professor and Chairman Oral and Maxillofacial/Head and Neck Surgery

G.E. Ghali, DDS, MD, FACS Professor and Chairman The Jack W. Gamble Chair Department of Oral and Maxillofacial Surgery 1501 Kings Highway • PO Box 33932 Shreveport, LA 71130-3932

Phone 318.675.6101 Fax 318.675.8218 www.lsuhscshreveport.edu OFFICE OF THE PRESIDENT

JAN 0 7 2015

LSU SYSTEM

ATTACHMENT II

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
CURRENT PROGRAM STRUCTURE	Intern year OMS Clinic	Medical School (3rd Year)	Medical School (4th Year)	General Surgery Internship	OMS Service	OMS Service
Salary	47,312	0	0	48,739	50,538	52,521
Med School Fees In-State		26,675.75	26,675.75			
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
PROPOSED STRUCTURE BEGINNING July 2016	Medical School (3rd Year)	Medical School (4th Year)	General Surgery Internship	OMS Service	OMS Service	OMS Service
Salary	0	0	47,312	48,739	50,538	52,521
Med School Fees	\$26,675.75*	26,675.75*	,012			01,011

\*Pending approval of out-of-state tuition waiver

8 of 58 - LSU Board of Supervisors Committee Meetings 1/29/2016



#### To: Members of the Board of Supervisors

#### Date: January 29, 2016

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

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

#### 1. Summary of Matter

The President's Alumni Scholars Award is a highly prestigious award at LSU for entering freshmen. Approval is being sought to increase the value of the President's Alumni scholarships from tuition, room, and board to full cost of attendance, which includes allowances for fees, transportation, personal expenses, and books.

Ten of the top entering freshman (not including Stamps Scholars) are awarded this scholarship each year. To be considered, a student must have a minimum ACT of 33 or SAT (critical reading and math) of 1440 with a computed, six-semester high school GPA of at least a 3.5. Top candidates are invited to compete for the President's Alumni Scholars Award. The competition consists of an essay, resume, and faculty interview.

This award currently provides tuition exemption, nonresident fee exemption as applicable and room and board exemptions. Increasing the award to cover full cost of attendance would benefit LSU's in recruiting efforts.

#### 2. Review of Business Plan

To increase the President's Alumni Scholars Award to the full cost of attendance, LSU needs to increase funding for the scholarship to cover fees, transportation, personal expenses, and books, which is currently a federally approved amount of \$4836 per year per student. This increase would cost LSU an additional \$48,360 per year based on the current cost of attendance amounts. Institutional funds have been reserved for this purpose.

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

Supporting materials for the scholarship are in order.

# 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 hereby approves the request to increase the value of the President's Alumni Scholars Award from the current value to match the full cost of attendance as defined by federal regulations.

Finance, Infrastructure, and Core Development Committee



Request from LSU A&M to Approve an Increase in the Number of Stamps Leadership Scholars Awards from Five per Year to Ten per Year

To: Members of the Board of Supervisors

**Date:** January 29, 2016

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

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

#### 1. Summary of Matter

The Stamps Leadership Scholars Award is one of the most prestigious and most valued academic scholarships for entering freshmen. Approval is being sought to increase the number of Stamps Leadership Scholars Awards from five per year to ten per year. This increase will provide an exceptional benefit to LSU's recruiting efforts in attaining the best students from across the nation.

A partnership between LSU and the Stamps Family Charitable Foundation was established in 2012. The award was created in order to recognize and reward exceptional students who exemplify leadership, perseverance, scholarship, service, and innovation at LSU. Stamps Scholars are chosen from the pool of students admitted into the LSU Honors College with a 33 ACT or 1440 SAT (critical reading and math), as well as a computed, six-semester high school GPA of at least a 3.5. Top candidates are invited to compete for the Stamps Leadership Scholars award. The competition consists of an essay, resume, and faculty interview.

More than just a monetary award, the Stamps Leadership Award allows students to take full advantage of the faculty and other resources at LSU. It empowers students to make the most of their undergraduate education through opportunities such as living and studying abroad, mentorship from faculty through research projects, and other on and off campus opportunities that allow students to further pursue their passions in and out of the classroom.

Scholarship recipients currently receive full cost of attendance for four years, as well as a potential \$14,000 for enrichment experiences, such as study abroad, unpaid internships, and professional conferences over the course of their scholarship. This combination of funding provides LSU's most valuable scholarship. LSU and the Stamps Foundation each fund 50 percent of the award in the match agreement.

#### 2. Review of Business Plan

To increase from five to ten scholars per academic year, LSU needs to commit an additional \$10,450 for each resident student and an additional \$16,085 for each nonresident student, resulting in a total increase of between \$52,500 and \$80,425 per year. Institutional funds have been reserved for this purpose. Tables 1 and 2 below show what is included in an award as well as the sources of funding.

#### Table 1: Stamps Award, Resident Student

<b>Table 2: Stamps Award, Nonresident Student</b>	Table 2:	<b>Stamps</b>	Award,	Nonresident	Student
---	----------	---------------	--------	-------------	---------

Resident Student	<u>1s2016</u>	2s2016	Nonresident Student	1s2016	2s2016
Resident Tuition & Fees	4,861.00	4,981.00	NonResident Tuition & Fees	13,443.00	13,562.00
Housing/Meal Plan	8,004.00	8,004.00	Housing/Meal Plan	8,004.00	8,004.00
Transportation	958.00	958.00	Transportation	958.00	958.00
Books & Supplies	750.00	750.00	Books & Supplies	750.00	750.00
Personal	1,002.00	1,002.00	Personal	1,002.00	1,002.00
Total Cost	15,575.00	15,695.00	Total Cost	24,157.00	24,276.00
TOPS value	3,963.00	3,948.00	Flagship Scholars Award	10,250.00	10,250.00
Flagship Scholars Award	1,250.00	1,250.00			
			Total Aid	10,250.00	10,250.00
Total Aid	5,213.00	5,198.00			
			Cost - Aid = STAMPS Award	13,907.00	14,026.00
Cost - Aid = STAMPS Award	10,362.00	10,497.00			
			SLSU (LSU Contribution)	6,953.50	7,013.00
SLSU (LSU Contribution)	5,181.00	5,248.50	SSTP (STAMPS Contribution)	6,953.50	7,013.00
SSTP (STAMPS Contribution)	5,181.00	5,248.50			
			Yearly STAMPS Award		27,933.00
Yearly STAMPS Award		20,859.00			

\*\*\*Students may request to use any amount of the \$14,000 enrichment funds for any term.

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

Supporting materials for the scholarship are in order.

# 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 hereby approves the request to increase the Stamps Leadership Scholars Award from five awards per year to ten awards per year.

Finance, Infrastructure, and Core Development Committee



Request from LSU A&M to Approve Partial Nonresident Undergraduate Fee Exemptions to Qualified Incoming Texas Residents ("Texas Tiger Program")

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

Date: January 29, 2016

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

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

#### 1. Summary of Matter

The enrollment of Texas resident undergraduate students at LSU has steadily declined in recent years due to increased competition, reduction in scholarship funding, and an increase in the nonresident tuition and fees since FY 2010. Texas resident enrollment figures have declined by more than 50% since fall 2010 when 754 Texas residents were enrolled. In fall 2015 the enrollment of 360 Texas residents was an eight-year low for LSU. Although LSU has recently added more resources towards recruiting in Texas (five regional recruiters) than at any time in the past eight years, the yield numbers declined from a peak of 25.1% in 2008 to a low of 16.3% in fall 2015. The application and admission statistics for Texas residents have remained relatively stable since fall 2011, however the percentage of admitted students from Texas choosing to actually enroll at LSU has steadily declined during this period.

The decline in Texas resident students can largely be attributed to the following factors: (1) LSU's alumni Legacy Scholarship was eliminated in 2011 due to the budget difficulties faced by the University; (2) the University increased nonresident tuition and fees by at least 15% annually for four consecutive fiscal years (2011, 2012, 2013, and 2014); (3) there has been an increase in competition from out-of-state institutions in both Houston and Dallas-Fort Worth (DFW) - in DFW today, there are 43 regional recruiters and Houston has 32 regional recruiters from out-of-state institutions; and (4) with the increase in the number of competing regional representatives, many of the out-of-state institutions are offering scholarship funding that targets students right below LSU's scholarship offers or the institutions offer scholarship awards greater than LSU's current award amounts.

All of these factors are particularly significant when considering that Texas has almost 300,000 high school graduates annually. Over the last five years, LSU has visited more high schools in Texas each year and has worked more college fairs than each preceding year given the significance of this market for the University. The University has maintained interest from Texas resident students in LSU with consistent application and admit figures (fall 2011 had 3,147 students from Texas apply to LSU— fall 2015 had 3,142). However, it is becoming more apparent each year that these students are increasingly following the money to the institutions that are able to offer a more competitive award package than LSU. LSU charges more in nonresident tuition and fees and offers less scholarship funding than most of our competitors. The market for highly qualified students is particularly competitive. If LSU does not address its competitor's recruitment and scholarship offers to Texas resident students, the number of Texas students ultimately choosing to enroll at LSU will likely continue to decline.

Approval is being sought to offer a partial (20%) nonresident undergraduate fee exemption to qualified incoming full-time Texas residents with a minimum 26 ACT/SAT equivalent and a 3.0 high school grade point average. This new award will be called the "Texas Tiger Program." Attachment I

provides background data on the applications, admissions, and enrollments for Texas students with a minimum 26 ACT/SAT equivalent between fall 2008 and fall 2015.

#### 2. Review of Business Plan

The proposed Texas Tiger Program will provide a partial exemption (20%) of the nonresident fee for qualified incoming full-time freshman Texas residents for the fall and spring semesters over a four-year period (i.e. those with a minimum 26 ACT/SAT equivalent and a 3.0 high school grade point average). This program is targeted to begin with the freshman class of fall 2016 and will continue each year thereafter. Using the current nonresident fee schedule at LSU, this program will provide a \$3,433 nonresident fee exemption each year (\$1,716/semester) for the qualified Texas resident receiving this award. As noted in Attachment II, students with at least a 28 ACT/SAT equivalent would also likely qualify for other major merit scholarship awards, further adding to the value of the Texas Tiger award.

#### 3. Fiscal Impact

Based on Texas residents enrolled in the fall 2015 semester that would have met the requirements of the proposed Texas Tiger Program, the projected fiscal impact of this program would be \$460,000 for next fiscal year with full implementation annual cost being \$1.8 million beginning in fiscal year 2020. To ensure this program is at least revenue neutral to the University, the nonresident enrollment from Texas students would need to increase by 27 each year to provide the additional tuition and fee revenue necessary to fund this program (see Attachment III).

#### 4. Review of Documents Related to Reference Matter

Supporting materials for the proposed scholarship/exemption are in order.

# 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 report includes all applicable information required by the Bylaws.

#### ATTACHMENTS

- I. Chart detailing proposed tuition reduction
- II. Trend analysis detailing Texas applications, admits, enrollments, and yield percentages for 26 and above ACT/SAT equivalent from fall 2008 to fall 2015
- III. Texas Tiger Program cost analysis (based on fall 2015 actual enrollment)

#### RESOLUTION

**"NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors hereby approves the LSU A&M request to offer a 20% reduction of the nonresident fee for entering full-time freshmen beginning in fall 2016 that are Texas residents with a minimum 26 ACT/SAT equivalent and a 3.0 high school GPA, and that this will be called the "Texas Tiger Program."

**BE IT FURTHER RESOLVED** that the Texas Tiger Program will commence with the entering freshman undergraduate class of fall 2016 and that the exemption will be awarded for the fall and spring semesters and continue for each qualified student over a four-year period."

#### Attachment I

Texas Resident with an ACT/SAT equivalent 26 or above

ACT	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Apply	1,156	1,181	1,506	1,123	1,123	925	1,082	1,080
Admit	1,103	1,136	1,455	1,093	1,087	883	1,054	1,051
Enroll	304	302	395	245	230	153	185	167
Admit to Enroll Yield Percentage	27.56%	26.58%	27.15%	22.42%	21.16%	17.33%	17.55%	15.89%

\*This table only represents students with a 26 ACT/SAT Equiv. or higher.

Attachment II

ACT	GPA	Texas Tiger Total Tuition and Fees*	20% off Nonresident Fee**	Major merit award	Total scholarship value	Out of Pocket tuition and fees	% Reduction from Total Tuition and Fees
26-27	3.0	\$27,005	\$3,432.60	\$0	\$3,432.60	\$23,572.40	12.7%
28-29	3.0	\$27,005	\$3,432.60	\$7,600	\$11,032.60	\$15,972.40	40.9%
30-32	3.0	\$27,005	\$3,432.60	\$15,500	\$18,932.60	\$8,072.40	70.1%
33 +	3.0	\$27,005	\$3,432.60	\$20,500	\$23,932.60	\$3,072.40	88.6%

\*\$17,163 of this amount represents the nonresident fee. \*\*This reduction is only applied to the nonresident fee.

Represents the new award.

15 of 58 - LSU Board of Supervisors Committee Meetings 1/29/2016

#### Louisiana State University Texas Tiger Program Projection

Full-time Undergraduate Nonresident Fee Exemption (20%)

	Nonresident Fee (15 hours):	Fee Total	20% Exemption	
	Fall	\$8,582	\$1,716	
	Spring	\$8,581	\$1,716	
	Total	\$17,163	\$3,433	
ACT Score	Headcount	Annual Amount	4 Year Total	Required Additional Nonresident Students
Fall 2015 Enrolled 26+ ACT with 3.0 GPA	134	\$459,888	\$1,839,552	27

Notes:

1) The headcount data excludes students with a Texas address that did not get charged the nonresident fee on their fee bill.

2) The calculation of the required additional nonresident students uses the university's net tuition and fees received from a nonresident student less the new Texas Tiger exemption.

D. HEALTH CARE COMMITTEE

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



#### To: Members of the Board of Supervisors

#### Date: January 29, 2016

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

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

#### 1. Summary of Matter

The Alcohol and Drug Abuse Center of Excellence (ADACE) research, training, and outreach initiatives address a vital need for the State. Approximately 10% of Louisiana residents have a diagnosable alcohol use disorder, and outdated estimates from 1998 place the economic cost of alcoholism in the state at \$3 billion annually. Approximately 23% of residents are tobacco users (higher than the national average). Recent estimates place the economic cost of tobacco use in Louisiana at \$5 billion annually. Finally, roughly 5% of Louisiana residents use illicit drugs, (also higher than the national average), and recent estimates indicate that addiction costs the nation \$193 billion per year. ADACE programs have already had, and will continue to have, a positive economic impact on Louisiana by reducing the significant costs of lost wages, health care, and mortality associated with alcohol and drug abuse.

The Alcohol and Drug Abuse Center of Excellence was first authorized in 1991 as a Center by the LSU Board of Supervisors and the Louisiana Board of Regents; today it includes nearly 40 faculty members from across the LSU Health Sciences Center at New Orleans with active independent research programs. Over the past ten years, ADACE investigators have received nearly \$18 million in competitively awarded NIH funding for alcohol and drug abuse research.

This Center enhances the research capabilities of scientists, stimulates interdisciplinary collaborative research efforts, and strengthens educational activities in the biomedical aspects of alcohol and substance abuse. It draws upon existing research, training and outreach strengths across the campus in substance abuse research, treatment, and prevention. The ADACE enhances the mission of the institution through multiple research, training, and community outreach initiatives that engage not only faculty but also high school, undergraduate and graduate students as well as community members.

The ADACE at the LSUHSC-NO has been led by Dr. Patricia Molina, MD, PhD, Richard Ashman Professor, head of the department of physiology and current president of the American Physiological Society, since 2009. The Center is organized around four major themes, which together focus on the biomedical consequences of alcohol and drug abuse, and the neurobiological mechanisms that drive that behavior:

#### Highlights of Key Accomplishments

• As the only NIAAA-funded P60 center grant in the state, focused on the biomedical consequences of HIV infection in alcohol-using and –abusing populations, which has produced significant insights for integrating biological findings with clinical and behavioral aspects of disease transmission, progression and treatment.

- Launched the ADACE Pilot and Feasibility Program, funded by the office of the Dean of the School of Medicine, to provide investigators with funds to generate preliminary data needed for grant submission or revision, to expand interest in the alcohol and drug abuse research field within the LSUHSC-NO, and to foster collaborations that have the potential to develop into projects that are competitive for external funding.
- Developed new models for alcohol administration in research.
- Hosts community outreach events for teachers, parents, counselors, health care providers and case workers to interact directly with distinguished scientists who are experts in the field of alcohol abuse in adolescents.
- Provides an extensive range of training programs, including several NIH-funded training grants to allow high school students as well as pre- and postdoctoral fellows to participate in ADACE research projects, short-term research experiences for undergraduate and medical students, and multiple other initiatives and seminars which provide additional opportunities for faculty and students to participate in the key research issues.
- Hosts intensive professional skills development sessions to enhance inter- and intra-institutional collaboration and successful grantsmanship.
- Holds summer intensive courses and programs for local high school and primary school teachers as well as for high school students to receive hands-on health professions development and gain valuable experience in the disciplines of medicine, nursing and allied health.

#### 2. Review of Business Plan

The LSUHSC-NO Alcohol and Drug Abuse Center of Excellence anticipates revenues of roughly \$2.4 million per year over the next five fiscal years. Notably, 94% of the Center's annual revenue is self-generated, through federally funded grants.

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

A complete Board of Regents Proposal for Designation as a Center of Excellence is on file in 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 designation of the Alcohol and Drug Abuse Center of Excellence as a Board of Regents Center of Research Excellence, pending Board of Regents approval.



#### To: Members of the Board of Supervisors

#### **Date: January 29, 2016**

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

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

#### 1. Summary of Matter

#### Description and Need

The proposed AS in Agriculture will provide students with a strong mathematics, biological and physical sciences, and agriculture base of knowledge, as well as completion of general education arts, humanities, and social sciences necessary for a B.S. in an agricultural field. The objective is to provide students with an associate degree that is a pathway to successful completion of a Baccalaureate Degree in Agriculture at a four-year institution.

The program will serve the large agrarian population of south Louisiana by helping to increase the number of college graduates at all levels through transfer agreements with LSU and, possibly, other state and regional universities. This program will offer a degree pathway for students that are traditionally not able to follow an Associate of Science Louisiana Transfer Degree due to curriculum inconsistencies between the ASLTD and their desired BS.

According to the BoR list of active degrees, no public institution in the state offers a degree in agriculture or a related field above a one-year CTS and below a BS. No private Louisiana institution is known to offer a similar program. This degree will support BS degrees at LSU, and could potentially also support a BS at Louisiana Tech, McNeese, Southern, and ULM.

Currently, LSU Eunice offers sufficient coursework for students to complete the proposed degree. Course delivery of current and proposed courses will include on-site and on-line courses. Some additional courses will be offered by LSU-E in the future order to increase concentration options. In addition, several courses may be offered through cross-enrollment with LSU A&M at a future date.

The Division of Sciences and Mathematics will administer the AS in Agriculture. The division has a strong natural sciences faculty and produces highly successful AS transfer students sought by four-year institutions. The proposed program will strengthen the division by increasing recruiting success, increasing retention rates, increasing the number of graduates, and increasing recognition through 2+2 collaborations with other LSU campuses.

#### Students

The initial source of students will be from the existing LSU-E student population. Many students in agriculture-related fields are transferring to four-year institutions without an associate degree because of the lack of common requirements between their desired baccalaureate degree and the ASLT-Biology degree currently offered. Future students from the surrounding agrarian areas will be recruited into this degree and the forthcoming 2+2 agreements, thereby increasing the enrollment and number of graduates in the discipline.

Based on Spring 2014 enrollment in agriculture related fields (24 students), LSU-E estimates approximately ten entering freshman for year one, and based on increased awareness of the degree, approximately twenty entering freshman by year five. These numbers do not include students enrolled as undecided, ASLT-Biology, or Pre-Vet. Therefore, the actual numbers that will be seen when this degree is available may be higher than projected.

#### 2. Review of Business Plan

No new faculty position, library resources, or facilities are needed to initiate the proposed program. All required courses are currently being taught by LSUE faculty, and each of these courses has room for expansion. LSU Eunice belongs to LOUIS, the Louisiana Library Network, and faculty and students have access to library resources from all 47 member institutions.

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

A complete Board of Regents Request for Authority to Offer a New Degree Program form are on file in 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 Program Proposal from LSU Eunice for an Associate of Science in Agriculture, subject to approval by the Louisiana Board of Regents.

# E. RESEARCH AND ECONOMIC DEVELOPMENT COMMITTEE

E. ATHLETIC COMMITTEE

#### LSU CRITERIA FOR RECOGNITION BY STATUE (LIFE-SIZE) Former Student-Athletes

#### A. Criteria:

In order for a former LSU student-athlete to be recognized by a life-size statue of on the LSU campus, the following criteria must be met:

- 1. The former student-athlete must have earned at least two (2) varsity letters in her/his sport at LSU.
- The former student-athlete must have been granted an earned baccalaureate, professional or graduate degree by LSU or by some other regionally accredited institution of higher learning.
- 3. The former student-athlete must have completed intercollegiate competition for LSU a minimum of ten (10) years prior to nomination.
- 4. The former student-athlete must have been earned the highest collegiate award given in his/her sport as indicated below:
  - a. Baseball Golden Spikes Award b. Basketball (Men) Naismith Trophy; Rupp Award c. Basketball (Women) Wade Trophy; Naismith Trophy; Honda Award d. Football Heisman Trophy e. Golf (Men) Ben Hogan Award Dina Shore Award; GolfStat Cup; Honda Award f. Golf (Women) g. Gymnastics Honda Award h. Softball USA Softball Player of Year; Honda Award i. Soccer Hermann Trophy j. Swimming/Diving (Men) NCAA Swimmer of Year; NCAA Diver of Year k. Swimming/Diving (Women) Honda Award 1. Tennis (Men) NCAA Singles Champion m. Tennis (Women) NCAA Singles Champion; Honda Award n. Track & Field (Men) Bowerman Award o. Track & Field (Women) Bowerman Award; Honda Award p. Volleyball Honda Award
- The former student-athlete should have made significant accomplishments in her/his sport outside of her/his career at LSU to include major awards in professional sports and/or international competition.
- 6. The former student-athlete must have established a personal reputation for character and citizenship which reflects favorably upon the University and must have earned distinction in her/his post-LSU career.
- 7. Financial donations from the former student-athlete cannot be a consideration.

#### B. Process:

In order for a former LSU student-athlete to be recognized by a life-size statue on the LSU campus, the following process must be followed:

- 1. Recommendations for recognition by statue may come from current head coaches, previous head coaches, or any interested parties. An application form should be submitted to the Director of Athletics prior to submission to the LSU Hall of Fame Election Board and must be accompanied by two letters of recommendation.
- 2. Nominees must have a unanimous vote of support from the Athletics Hall of Fame Election Board. The vote will be by secret ballot.
- 3. Nominations must lie on the table one year from date of nomination.
- 4. Location of the statue will be determined by the Director of Athletics with approval by the Chancellor.

Any exceptions to the above criteria and/or process must be approved by a two-thirds vote of the Athletic Council and the nominations(s) returned to the selection committee for final consideration.

Approved:

while hearthing Michael Martin, Chancellor

4-19-11 Date

#### PROCEDURE FOR DETERMINING HONORS FOR LSU STUDENT-ATHLETES, COACHES, ATHLETICS ADMINISTRATORS

Public recognition of former student-athletes, coaches and athletics administrators at LSU will be considered and approved or recommended by the LSU Athletics Hall of Fame Election Board,

- 1. The Hall of Fame Election Board will be responsible for determining the following recognition:
  - a. Election to the LSU Athletics Hall of Fame
  - b. Retirement of Jerseys
  - c. Recognition by Statue
- 2. The Hall of Fame Election Board will be responsible for recommending the following recognition to the Chancellor and Board of Supervisors in accordance with University PS-70:
  - a. Facility Naming
- 3. The Hall of Fame Election Board will also establish criteria for other public recognition opportunities that may arise as determined by the Director of Athletics and approved by the Chancellor.

#### Hall of Fame Election Board

- 1. The Hall of Fame Election Board shall be constituted as follows:
  - a. Chair of the Athletic Council
  - b. Executive Vice Chancellor and Provost for Academics and Planning or designee
  - c. Director of Athletics
  - d. I.SU Alumni Association representative three-year appointment
  - e. National "L" Club President term-of-office appointment
  - f. Student Government President or designce term-of-office appointment
  - g. Four members of the Hall of Fame
- 2. The Hall of Fame members of the Election Board are to be appointed by the Chancellor of the Baton Rouge Campus for staggered four-year terms. Appointees should represent different sports and different periods of active athletics participation.
- 3. The Chair of the Athletic Council shall serve as Chair of the Election Board.
- 4. The Director of Athletics or his/her designee shall serve as Secretary of the Election Board. He or she shall be responsible for all records and correspondence, and shall be the official custodian of any public display commemorating achievements of the recipients.

Approved:

Michael Martin, Chancellor

4/19/4 Date



#### To: Members of the Board of Supervisors

#### Date: January 29, 2016

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

D.3.b. Appointments relating to Coaches other than Head Coaches with a salary of \$250,000 or more.

#### 1. Summary of the Matter

This is to approve the employment contract for Dave Aranda, Football Assistant Coach/Defensive Coordinator. The contract information is summarized below:

		Current	Proposed	Change	%	Notes
Basic	Term Ends	N/A	3/31/2019	3 Year	-	a
	Base Salary	\$500,000	\$500,000	-	-	a
	Supplemental Media Comp	\$500,000	\$700,000	\$200,000	40%	a
Incentive	Post-Season (max)	\$125,000	\$125,000	-	-	b
	Academic (max)	-	-	-	-	
Total Certain Compensation		\$1,000,000	\$1,200,000	\$200,000	20%	с

Notes:

a. Coach Aranda is a new hire. The "current" figures listed are the amounts earned by the prior coach. The proposed amounts are those contained in the proposed contract for Coach Aranda. Supplemental income increases to \$700,000 for calendar year 2016, \$750,000 for calendar year 2017, and \$800,000 for calendar year 2018. Coach Aranda will receive a one-time payment of \$100,000 for services rendered on behalf of the Tiger Athletic Foundation and a one-time payment of \$65,000 to pay any contractually required buyout to previous employer.

b. Coach Aranda will receive set amounts for team achievements in SEC and post season bowl compensation.

c. "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.

#### 2. Review of Business Plan

Not applicable.

#### 3. Fiscal Impact

The Athletic Department currently expects that all funds relating to this contract will be paid from revenues generated by the Athletic Department, with the exception of one-time payments totaling \$165,000 to be paid by the Tiger Athletic Foundation. 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 contract. The documents are available upon request.

#### 5. Certification of campus (or equivalent) re. Art. VII, § 8.E

This certification has been provided. **RECOMMENDATION:** 

Based on the recommendation of the Athletic Director, it is recommended that the Board authorize the President to sign the proposed contract with Dave Aranda.

#### 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 Dave Aranda, and to include such terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.



# Summary of Athletic Coaching Contract David Aranda, Assistant Coach Football

			Current	Proposed		Change	%	Notes
Basic	Term Ends		N/A	3/31/2019		3 Year		а
	Base Salary	\$	500,000	\$ 500,000	\$	-	0%	а
	Supplemental Media Comp.	\$	500,000	\$ 700,000	\$ 2	00,000	40%	а
Incentive	Post-Season (max)	\$	125,000	\$ 125,000	\$	-	0%	b
	Academic (max)	\$	27	\$ 	\$	-		
Benefits	Automobile							
	Club Membership		Yes	Yes				а
	Other							с
<b>Total Cert</b>	ain Compensation	\$ :	1,000,000	\$ 1,200,000	\$ 2	00,000	20%	d

(a) **Coach Aranda is a new hire.** The "current" figures listed are the amounts earned by the prior assistant football coach. The proposed amounts are those contained in the proposed contract for Coach Aranda. Supplemental compensation increases to \$700,000 for calendar year 2016, \$750,000 for calendar year 2017, and \$800,000 for calendar year 2018. Coach Aranda will receive a one-time payment of \$100,000 for services rendered on behalf of the Tiger Athletic Foundation and a one-time payment of \$65,000 to pay any contractually required buyout to previous employer. Club membership is at the option of the Head Coach.

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

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

Notes

Jde Alleva Vice Chancellor and Athletic Director

Reviewed, No Objections

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

Reviewed, No objections

Tom Skinner, LSU General Counsel

### STATE OF LOUISIANA

## PARISH OF EAST BATON ROUGE

#### **EMPLOYMENT AGREEMENT**

This Employment Agreement ("Agreement") is made and entered into as of this 4th day of January, 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 Aranda ("EMPLOYEE"):

- 1. <u>Definitions</u>. For purposes of this Agreement, the following terms shall have the meaning shown:
  - A. "LSU": The campus of LSU which is located in Baton Rouge, Louisiana.
  - B. "President": The President of LSU.
  - C. "Athletic Director": The Vice Chancellor and Director of Athletics at LSU.
  - D. "Base Salary Amount": The annual sum of Five Hundred Thousand and No/100 dollars (\$500,000.00).
  - E. "Start Date": January 4, 2016.
  - F. "End Date": March 31, 2019.
  - G. "Program": The intercollegiate Football program at LSU.
  - H. "Team": The intercollegiate athletic team which is a part of the Program.
- 2. <u>Employment</u>. LSU does hereby employ EMPLOYEE as Defensive Coordinator of the Team. EMPLOYEE will report directly to the Head Coach of the Team and through him to the Athletic Director. It is the goal of the parties that Employee will serve in such position throughout the term of this Agreement.

- 3. <u>Duties and Responsibilities</u>. As Defensive Coordinator of Team, EMPLOYEE's duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the Athletic Director and the Head Coach of the Team:
  - A. Performing all duties reasonably assigned to EMPLOYEE by the Head Coach of the Team or the Athletic Director so long as such duties are consistent with those duties typically assigned to Defensive Coordinators at colleges or universities that compete in the college football classification generally known as the Power Five;
  - B. Promoting the success of the Team and its student athletes both athletically and academically;
  - C. Being reasonably knowledgeable, with reasonable assistance from LSU, of: (i) all applicable federal and state laws governing intercollegiate athletics; and (ii) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the NCAA, the Southeastern Conference (SEC), LSU, and any other conference or organization of which LSU is or becomes a member during the term of this Agreement; all hereinafter collectively referred to as "Governing Athletics Regulations";
  - D. Complying with all Governing Athletics Regulations;
  - E. Promptly reporting any known or reasonably suspected violation(s) of Governing Athletics Regulations to the Athletic Director and the Associate Athletic Director for Compliance;

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

- L. Performing these duties at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU; and
- M. Performing all other reasonable duties customarily performed by intercollegiate football assistant coaches of commensurate position serving other NCAA member institutions.
- 4. <u>Term</u>. The term (the "Term") of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 12 of this Agreement. This Agreement will automatically be renewed for an additional period of one year effective the day after the End Date and each anniversary thereof unless the Agreement has been terminated pursuant to Section 12 or written notice of non-renewal has been given by either party at least 30 days before the End Date.
- 5. Base Salary. LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in twelve (12) equal monthly installments on LSU's regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies. However, in no event will EMPLOYEE'S Base Salary be reduced as a result of any such review.

## 6. <u>Supplemental Compensation</u>.

A. In addition to the salary described above, in each contract year EMPLOYEE may receive Supplemental Compensation in an amount not to exceed Ten Thousand and

No/100 (\$10,000.00) dollars contingent on EMPLOYEE appearing on or participating in, as requested, University sanctioned television, radio and internet programs concerning LSU and the Team. The amount of Supplemental Compensation payable to EMPLOYEE shall be based on the number of radio, television, and internet programs in which EMPLOYEE participates or appears and shall be determined by the Athletic Director in his sole discretion. Any amount earned by EMPLOYEE pursuant to this provision shall be considered earned on the date(s) on which Employee appears on or participates in the television, radio, and internet programs and shall be paid in a single payment within 30 days of the last game played by Team in its season, including any post-season play.

- B. Without the prior written approval of the President, EMPLOYEE shall not appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. EMPLOYEE shall not appear in or make any commercial or make any commercial endorsement without the prior written approval of the President and the Athletic Director. Such approval shall not be unreasonably withheld.
- C. While employed under this Agreement, EMPLOYEE will earn and receive Supplemental Compensation during each calendar year of this Agreement in the following annualized amounts payable in twelve (12) equal monthly installments on LSU's regular monthly payroll date and pro-rated appropriately for partial years:

Seven Hundred Thousand and No/100 (\$700,000.00) Dollars (before pro-ration) – Effective January 4, 2016 through December 31, 2016.

Seven Hundred Fifty Thousand and No/100 (\$750,000.00) Dollars – Effective January 1, 2017 through December 31, 2017.

Eight Hundred Thousand and No/100 (\$800,000.00) Dollars – Effective January 1, 2018 through December 31, 2018.

Eight Hundred Thousand and No/100 (\$800,000.00) Dollars (before pro-ration) – Effective January 1, 2019 through March 31, 2019.

# 7. <u>Incentive Compensation</u>.

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

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

8. Retirement and Fringe Benefits. EMPLOYEE shall be entitled to participate in the retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts (including state retirement benefits) based only upon the Base Salary Amount and any Post-Season Incentive Compensation and in accordance with the limitations of state retirement law. EMPLOYEE acknowledges that no retirement contribution shall be withheld from any Supplemental Compensation or Academic Incentive Compensation, and further that LSU will not, and is not obligated to, make any EMPLOYEE contributions based upon payments other than 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, EMPLOYEE will also receive the following benefits, part or all of which may be payable from affiliated foundation funds, subject to approval of LSU and the affiliated 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 affiliated foundation which shall not be unreasonably withheld; (ii) business-related (non-personal) expenses incurred in accordance with LSU and foundation policy will be reimbursed from affiliated foundation funds; and (iii) EMPLOYEE shall be responsible for payment of all personal charges;
- B. Mobile communications device and service for business purposes; and
- C. (i) An annual automobile allowance in an amount of \$800 per month or, to the extent consistent with state ethics law, use of courtesy vehicle(s) provided by dealership(s); and (ii) related automobile insurance reimbursed from affiliated foundation funds.

## 9. Additional Revenue.

Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaws 11.2 and 11.3, *et seq.*, and LSU's PM-11, EMPLOYEE may earn or receive other revenue ("Additional Revenue") while employed by LSU, including sponsoring or working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval, which approval shall not be unreasonably withheld, from the President before engaging in any commercial or private venture, including the use of EMPLOYEE's name by any commercial, public or private entity. EMPLOYEE shall report annually to the President and the Athletic Director on January 31<sup>st</sup>, in writing, in compliance with NCAA Bylaw 11.2.2 and 11.2.2.1, and any applicable LSU policy, all income from sources other than LSU or affiliated foundation(s), and LSU shall have

reasonable access to all records of EMPLOYEE to verify this report. Except as provided in this Section 9, LSU does not guarantee any amount of Additional Revenue.

LSU guarantees that EMPLOYEE will receive a one-time payment of Additional Revenue of One Hundred Thousand and No/100 (\$100,000.00) Dollars for services rendered on behalf of the Tiger Athletic Foundation. Said payment will be made by the Tiger Athletic Foundation to EMPLOYEE no later than seven (7) days after approval of this Agreement by the LSU Board of Supervisors.

10. <u>Sports Camps</u>. Subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, EMPLOYEE may operate or work at sports camps/clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional income to EMPLOYEE from operation of sports camps/clinics. EMPLOYEE shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or interests in such a camp or clinic to any other person or entity, without the prior written approval of the President.

#### 11. Assignment and Retirement Benefits.

Sums, if any, paid or authorized under Section 6 (Supplemental Compensation), 7.B (Academic Incentive Compensation), 8 (Retirement and 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 system contributions by EMPLOYEE or LSU or in the computation of

retirement benefits payable to EMPLOYEE. 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 system contributions by EMPLOYEE or by LSU or in the computation of benefits, all subject to the limitations of state retirement law.

- 12. <u>Termination</u>. This Agreement may be terminated by the parties as follows:
  - A. Termination by LSU for Cause. This Agreement may be terminated for cause by LSU, acting through the President, at any time prior to its expiration, upon written notice to EMPLOYEE. In the event of termination for cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation earned prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

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

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

(1) Committing a material violation of Governing Athletics Regulations, or failing promptly to report any known or reasonably suspected material violation by

another person to the Athletic Director and the Associate Athletic Director for Compliance;

- (2) Committing or being convicted of either: (i) any felony; or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- (3) Engaging in serious misconduct which: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein without adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU;
- (4) Unreasonably refusing or repeatedly failing to perform any duties imposed upon EMPLOYEE herein (including, but not limited to, those duties and responsibilities set forth in Section 3 of this Agreement), or failing to perform the same to the best of EMPLOYEE's reasonable ability, after written notice to EMPLOYEE of LSU's reasonable expectation;
- (5) Knowingly committing material or repeated violations of any provision of this Agreement, provided said initial violations are not cured within ten (10) days of EMPLOYEE's receipt of written notice of the same;
- (6) Prolonged absence from LSU without its consent, which will not unreasonably be withheld;
- (7) (i) Committing fraud in the performance of any duties and responsibilities herein, including, but not limited to, fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records

pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or (ii) counseling, instructing, encouraging, or knowingly permitting any other person to commit such fraud;

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

EMPLOYEE's control, authority, or supervision to furnish such information or data;

- (11) Using or consuming alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair EMPLOYEE's ability to perform the duties herein;
- (12) Selling, purchasing, using, or possessing any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by EMPLOYEE is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith;
- (13) Knowingly encouraging or permitting the sale, purchase, use, or possession by any student athlete or other individual under EMPLOYEE's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- (14) (i) Failing to reasonably cooperate in the investigation and enforcement of Governing Athletics Regulations; or (ii) counseling, instructing, or encouraging any other person to fail to cooperate in such investigation and enforcement;
- (15) Subject to any right of administrative appeal permitted or granted to EMPLOYEE by the NCAA or SEC, the making or rendition of a finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by EMPLOYEE of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of

EMPLOYEE which were knowingly and intentionally permitted, encouraged, or condoned by EMPLOYEE, or about which violations EMPLOYEE knew and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this sub-section includes findings or determinations of violations during employment of EMPLOYEE at any other institution of higher education); or

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

## B. Termination by LSU Without Cause.

(1) LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages, in lieu of any and all compensation or sums otherwise due under the terms of this Agreement, and in lieu of any and all other legal remedies or equitable relief as detailed below. In the event of termination by LSU without cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which written notice of termination is given, or on such later date as may be set forth by LSU in the written notice of termination.

- (2) Liquidated damages under this Section 12.B will be the Base Salary Amount and the Supplemental Compensation Amount for the remaining term of this Agreement, including any extended term. A partial year shall be prorated.
- (3) Liquidated damages under this Section 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 EMPLOYEE earns, receives, or is entitled to receive from the termination date until LSU's obligation pursuant to this Section 12.B to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment as soon as practicable at a prevailing market salary resulting from arm's length negotiations. In the event EMPLOYEE obtains other employment, EMPLOYEE will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by EMPLOYEE and the amount of offset due to LSU.
- (5) The parties have bargained for this liquidated damages provision, giving consideration to the following: This is a contract for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause EMPLOYEE to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible

to determine with certainty. As such, the damages to be suffered by EMPLOYEE in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that all liquidated damages provided for herein are not in any way a donation or a penalty, but rather are a good faith estimate of damages that will be incurred in the event of termination.

## C. Termination by EMPLOYEE Without Cause.

(1)EMPLOYEE shall have the right to terminate this Agreement without cause upon written notice to LSU. In the event EMPLOYEE terminates this Agreement without cause, EMPLOYEE will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date which, unless otherwise agreed to in writing by LSU and EMPLOYEE, shall be the earlier of: (i) the date on which EMPLOYEE provides written notice of termination to LSU; (ii) the date on which EMPLOYEE accepts employment from another employer; or (iii) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. EMPLOYEE shall be obligated and hereby agrees to provide LSU written notice of termination within twenty-four (24) hours of accepting employment, whether verbally or in writing, with another employer. LSU shall not thereafter be liable to

EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date.

- (2)Liquidated damages under this Section 12.C shall be (i) fifty 50% percent of all remaining guaranteed Base Salary and Supplemental Compensation due under the Agreement on the termination date if EMPLOYEE accepts employment in a nonhead coaching position with another Southeastern Conference football program or a Division I-A Football Bowl Subdivision program within a 500 mile radius of LSU; or (ii) twenty (20%) percent of all remaining guaranteed Base Salary and Supplemental Compensation due under the Agreement on the termination date if EMPLOYEE terminates this Agreement without cause for any non-head coaching employment or reason other than that defined in Section 12(C)(2)(i), above. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term. EMPLOYEE must notify LSU in writing of the payment option he elects on or before the date the first monthly installment would be due. If EMPLOYEE elects the lump sum option, payment in full shall be due on or before sixty (60) days after the termination date. If EMPLOYEE elects to pay in monthly installments, each installment shall be due on or before the last day of each remaining month in the Agreement. EMPLOYEE shall not owe LSU any liquidated damages if EMPLOYEE terminates this Agreement to accept a head coaching position.
- (3) The parties have bargained for this liquidated damages provision, giving consideration to the following: This is a contract for personal services. The parties

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

donation or a penalty, but rather are a good faith estimate of damages that will be incurred in the event of termination.

(4) Unless notice of termination under this Section 12 has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent or representative shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the Athletic Director.

#### D. Suspension or Other Disciplinary Action.

- (1) In lieu of termination for cause, and apart from any rights it may have under Section 12.A, LSU may impose disciplinary sanctions less severe than termination upon EMPLOYEE, up to and including suspension or leave without pay for a period no longer than ninety (90) days for any act or omission which would be grounds for termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously.
- (2) LSU may suspend EMPLOYEE for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether EMPLOYEE has violated any laws or Governing Athletics Regulations. During such suspension, EMPLOYEE shall receive only the Base Salary Amount, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of EMPLOYEE, and does not otherwise represent an independent basis for termination herein for cause,

Page 19 of 28

LSU shall pay or make available to EMPLOYEE the benefits and other compensation herein otherwise payable to EMPLOYEE during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such affiliated foundation, subject to its approval. Suspension under this sub-section shall not be considered a waiver of nor shall it limit any rights of LSU to terminate EMPLOYEE for cause.

- (3) EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA or SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
- E. Termination by Death or Disability. In the event of the death of EMPLOYEE or the incapacity of EMPLOYEE to perform the obligations described in this Agreement with or without reasonable accommodation by reason of illness or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue indefinitely or beyond a reasonable period of time, which shall not be less than sixty (60) days, unless otherwise mutually agreed to by the parties in writing, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.
- F. Waiver of Claims. The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination

for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or expectation income, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, EMPLOYEE shall have no right to occupy the position set forth in Section 2, above, and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

13. <u>Retention and Return of all Materials, Records, and Other Items</u>. All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to EMPLOYEE

by LSU or developed by EMPLOYEE on behalf of or at the expense of LSU or otherwise in connection with LSU's employment of EMPLOYEE are and shall remain the sole and confidential property of LSU. EMPLOYEE shall be entitled to retain a copy of game plans, self-scout reports and cut ups developed during the term of this Agreement. Within ten (10) days following the expiration or termination of this Agreement, EMPLOYEE shall cause any such materials in EMPLOYEE's possession or control to be delivered to LSU. At the same time, EMPLOYEE shall return to LSU all credit cards, keys, computers, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of EMPLOYEE.

- 14. <u>Annual Leave and Overtime.</u> Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), EMPLOYEE will not earn or accrue annual leave, nor will EMPLOYEE be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any one week. EMPLOYEE's Base Salary has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.
  - A. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or

ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice that he will be credited with annual leave pursuant to this Section 14. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive his right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section 14. EMPLOYEE will accrue and use sick leave in accordance with LSU policy.

- B. EMPLOYEE is required to receive authorization from Head Coach of Team (or the Head Coach's designee) prior to being absent from EMPLOYEE's usual duties and responsibilities.
- 15. <u>Entire Contract</u>. This Agreement, including Schedule A, constitutes and expresses the entire agreement and understanding of the parties concerning the employment of EMPLOYEE by LSU and shall, upon the effective date hereof, supersede any other oral or written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement.

Both parties have relied solely on their own respective judgments in entering into this agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.

- 16. <u>Amendments to Contract</u>. This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by EMPLOYEE, such approval and acceptance to be acknowledged in writing. Except where expressly indicated in this Agreement, the written approval of the LSU Board of Supervisors shall be required to amend or waive any terms or conditions set forth herein. EMPLOYEE expressly acknowledges that it would be unreasonable to rely upon any oral representations, or any representations made by anyone other than the particular LSU representative(s) authorized by this Agreement, that purport to amend or waive any terms of this Agreement.
- 17. <u>Severability</u>. 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. <u>No Waiver of Default</u>. 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. <u>Sovereign Immunity Not Waived</u>. 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. <u>"Force Majeure" Clause</u>. Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirement of law, legislative enactment, or executive order, or an act of God.
- 21. <u>Governing Laws</u>. This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having subject matter and personal jurisdiction over the parties that is domiciled in East Baton Rouge Parish, Louisiana.

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

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

By:\_

F. King Alexander, President Louisiana State University and Agricultural and Mechanical College

ave Avanda

David Aranda

**RECOMMENDED:** 

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

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

Page 26 of 28

# Schedule A – Supplemental Terms for David Aranda

This Schedule A supplements and further defines the provisions of the Employment Agreement dated January 4, 2016, entered into between LSU and David Aranda, 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.

 Subject to the terms and conditions set forth in Section 7.A of the Agreement, EMPLOYEE shall receive Post-Season Incentive Compensation in the amounts, and based on attaining the goals, shown below. The maximum aggregate amount of Post-Season Incentive Compensation paid shall be \$125,000:

a)	Western Division Representative SEC Championship Game	\$15,000 OR
	SEC Champions	\$25,000
	AND the highest goal attained of any one of the following:	
b)	Non College Football Playoff (CFP) Bowl Participant	\$15,000 OR
c)	CFP Bowl Participant	\$25,000 OR
d)	CFP Semifinal Game Participant	\$50,000 OR
e)	CFP National Championship Game Participant	\$75,000 OR
f)	CFP National Champion	\$100,000

- 2. Section 8 of the Agreement is supplemented to add the following subsections after the end of subsection C:
  - D. One-time reimbursement of household moving expenses in accordance with LSU policy and state law;
  - E. One payment of \$5,000 to be used for miscellaneous relocation expenses not reimbursed in accordance with the provisions of subsection D above; and
  - F. Temporary housing at a site chosen by the Athletic Director for a period not to exceed 60 days.

- G. Upon approval of the Agreement, a payment of \$65,000 will be paid to EMPLOYEE to pay any contractually required buyout. The payment will be made from University or the University's Athletic Foundation funds and not be considered an obligation of LSU. EMPLOYEE shall be solely responsible for any and all other expenses associated with resignation of current employment.
- 3. All other provisions of the Agreement remain unchanged.

Approved:

By:

F. King Alexander, President Louisiana State University and Agricultural and Mechanical College

an Avarde

David Aranda

RECOMMENDED:

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

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

Page 28 of 28