

# AGENDA

## LSU BOARD OF SUPERVISORS MEETING

**Friday, October 23, 2015**

Board Room, LSU University Administration Building  
Baton Rouge, Louisiana

**10:00 A.M.**

## COMMITTEE MEETINGS

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### PUBLIC COMMENTS

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>

<b>A. ACADEMIC AND STUDENT AFFAIRS, ACHIEVEMENT AND DISTINCTION COMMITTEE</b>
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Mr. James Moore, Chairman

1. Leveraging LSU's Resources Through Strategic Partnerships: From Vision to Reality
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<b>B. FINANCE, INFRASTRUCTURE, AND CORE DEVELOPMENT COMMITTEE</b>
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Mr. Ronnie Anderson, Chairman

1. Recommendation to Approve FY 2016-2017 Operating Budget Request
  2. Recommendation to Approve Fees Pursuant to the Authority Granted in Act 377 of the 2015 Legislative Session
  3. Request from LSU A&M to Authorize the President to Amend the 2004 Cooperative Endeavor and Lease Agreement with Tiger Athletic Foundation
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<b>C. RESEARCH AND ECONOMIC DEVELOPMENT COMMITTEE</b>
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Mr. Jim McCrery, Chairman

1. LIFT Presentation

**D. PROPERTY AND FACILITIES COMMITTEE**

Mr. Rolfe McCollister, Jr., Chairman

1. Request from LSU A&M to Authorize the President to Execute a Lease for Renovation and Expansion of Football Operations Center with Tiger Athletic Foundation
  2. Request from LSU Agricultural Center to Approve an Agreement with Professional Specialties and University Products, LLC to Create a USDA Licensed Veterinary Biologic Facility
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**E. ATHLETIC COMMITTEE**

Mr. Blake Chatelain, Chairman

1. Request from LSU A&M to Approve Fourth Amendment to the Contract for Joe Alleva, Athletic Director
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**F. AUDIT COMMITTEE**

Mr. Stanley Jacobs, Chairman

The Audit Committee will meet at the LSU University Administration Building in the President's Conference Room, Baton Rouge following the Integrated Committee Meetings and the Board Meeting. The Committee may go into Executive Session in accordance with the provisions of LA. R.S. 42:6.1 A (4)

**AGENDA**  
**LSU BOARD OF SUPERVISORS MEETING**

**Friday, October 23, 2015**  
**Following Committee Meetings**

1. Call to Order and Roll Call
2. Invocation and Pledge of Allegiance
3. Approval of the Minutes of the Board Meeting held on September 18, 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 2014-2015 4th Quarter Internal Audit Summary (Written Report Only)
  - B. FY 2015-2016 1st Quarter Consolidated Investment Report (Written Report Only)
  - C. Fall 2015 14<sup>th</sup> Day Enrollment & Trend Report (Written Report Only)
8. Approval of Consent Agenda Items
  - A. Request from LSU A&M to Amend the 2016 Capital Outlay Budget Request to Reflect Revised Funding Source for H.P. Long Field House: Renovation Project
  - B. Recommendation from LSU Agricultural Center to Name the Multipurpose Pavilion at Grant Walker Educational Center the "Ellis S. Martin Multipurpose Pavilion"
  - C. Recommendation from LSU Agricultural Center to Rename the Rice Research Station the "H. Rouse Caffey Rice Research Station"
  - D. Recommendation from LSU A&M to Name the Finance Suite in the Business Education Complex the "James O. Harp, Jr. Family Finance Suite"
  - E. Recommendation from LSU A&M to Name the Lecture Hall in the College of Engineering's Patrick F. Taylor Hall "The Longwell Family Petroleum Engineering Lecture Hall"
  - F. Recommendation from LSU A&M to Name a new Graduate Classroom in the Business Education Complex the "In Memory of Mr. and Mrs. Harry E. McInnis, Sr. Graduate Classroom"
  - G. Recommendation from LSU A&M to Name a Faculty Office in the Business Education Complex the "John R. and Eleanor D. Landon Faculty Office"
  - H. Recommendation from LSU to Name a Classroom in the LSU Law Center the "Frank L. Maraist Classroom"

- I. Request from LSU A&M for Approval of the Reauthorization of the Hurricane Center
- J. Request from LSU A&M for Approval of the Full Authorization of the Professional Sales Institute
- K. Request from LSU A&M for Approval to Award Three Posthumous Degrees:
  - 1. Ph.D. in Physics & Astronomy for Anton Joe
  - 2. M.S. in Physics & Astronomy for Ishita Maity
  - 3. Master of Music for Matthew Hollier
- L. Request from LSU A&M for Approval to Establish the Astronaut Scholarship in Collaboration with the Astronaut Scholarship Foundation
- M. Request from LSU A&M for Approval to Establish the Following Professorships:
  - 1. Lorraine & Leon August Professorship in Physics & Astronomy
  - 2. Luke V. Guarisco Distinguished Professorship in American History #3
  - 3. Wedon T. Smith Professorship in Civil Law #2
- N. Request from LSU A&M for Approval to Establish the Dr. Shirley C. Tucker Chair in Plant Systematics
- O. Request from LSU A&M for Approval to Establish the Following Graduate Student Scholarships:
  - 1. A.K. & Shirley Barton Superior Graduate Student Scholarship in Chemical Engineering
  - 2. Carraway Foundation Graduate Excellence Scholarship
  - 3. Charles O. Peyton Superior Graduate Student Scholarship in Chemical Engineering
  - 4. Hannelore & Johannes Storz Graduate Student Excellence Fund
  - 5. Kevin Kelty Superior Finance Graduate Student Scholarship
  - 6. Lorraine & Leon August Superior Graduate Student Scholarship in Physics & Astronomy
  - 7. Mark & Carolyn Campbell Guidry Doctoral Fellowship in the Electrical & Computer Engineering Division
  - 8. Michael A. Blue Endowed Superior Graduate Student Scholarship in Finance
  - 9. Dr. Shirley C. Tucker Superior Graduate Student Scholarship

9. Committee Reports

**A. ACADEMIC AND STUDENT AFFAIRS, ACHIEVEMENT  
AND DISTINCTION COMMITTEE**  
Mr. James Moore, Chairman

**B. FINANCE, INFRASTRUCTURE, AND CORE  
DEVELOPMENT COMMITTEE**  
Mr. Ronnie Anderson, Chairman

**C. RESEARCH AND ECONOMIC DEVELOPMENT  
COMMITTEE**  
Mr. Jim McCrery, Chairman

**D. PROPERTY AND FACILITIES COMMITTEE**

Mr. Rolfe McCollister, Jr., Chairman

**E. ATHLETIC COMMITTEE**

Mr. Blake Chatelain, Chairman

10. Chairman's Report
11. Adjournment

# Personnel Actions Requiring Board Approval

October 23, 2015

Personnel Actions Requiring Board Approval

October 23, 2015

**Proposed Amendment of President's Contract**

Name	Action
F. King Alexander	Extend term of guaranteed salary to June 30, 2020

Louisiana State University  
Office of Internal Audit

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# **Quarterly Audit Summary**

*Fiscal Year 2015, 4<sup>th</sup> Quarter*



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# Quarterly Audit Summary

*Fiscal Year 2015, 4<sup>th</sup> Quarter*

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## Louisiana State University and A&M College

### **Cain Center Audit**

Audit Initiation:

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

Audit Scope and Objectives:

The audit scope focused on the organizational structure of the Center and the financial management of Cain Center sponsored programs. Our work was intended to assess the risks related to the organizational structure and financial management of the Center's programs.

Audit Findings:

- Lack of clear reporting authority over the Cain Center Executive Director
- Lack of formalized strategic plan for the Cain Center
- Lack of clear responsibilities of the Cain Center Executive Director
- Inadequate leadership oversight of financial processes

Management's Response and Corrective Action Plan:

Management concurred with recommendations to address these findings and is in the process of implementing corrective action plans by February 2016.

### **Leave Policy Application**

Audit Initiation:

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

# Quarterly Audit Summary

*Fiscal Year 2015, 4<sup>th</sup> Quarter*

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## Audit Scope and Objectives:

The audit scope included a cross-campus analytical review of annual leave policy application for employees accruing leave during the period of July 1, 2010, to June 31, 2014, on the following campuses: LSU University Administration, LSU A&M, LSU AgCenter, LSU Eunice, LSU Alexandria, Paul M. Hebert Law Center, and Pennington Biomedical Research Center.

The audit objectives included reviews to determine if:

- Employee leave, at the department level, is being administered and reported in accordance with established policy
- Employee leave is accruing at the correct rate based on years of service
- Sabbatical leave is being granted and paid in accordance with established policy
- Employee leave granted in close proximity to the employee's departure (resignation, termination, or retirement) is administered in accordance with established policy

## Audit Findings:

- Failure to report or record annual leave estimated at an upper threshold of \$5.7 million of potential unreported benefit during our scope period. This included 452 employees who recorded no annual leave in at least two of the four years reviewed.
- Thirty-seven (37) employees were allowed to take more leave immediately prior to separation than allowed by policy.

# Quarterly Audit Summary

*Fiscal Year 2015, 4<sup>th</sup> Quarter*

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- Faculty members (6 of 17 reviewed) returning from sabbatical leave failed to submit a report of accomplishments as required by PM-12 Educational Privileges, Educational Leave, and Sabbatical Leave. The PM does not address consequences of non-compliance.

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 August 2016.

## LSU Health Sciences Center - Shreveport

### **Professional Billing Audit**

Audit Initiation:

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

Audit Scope and Objectives:

The initial scope of this audit included professional billing for the period of July 2013 to March 2015 for LSU Health Sciences Center in Shreveport and EA Conway Monroe. During fieldwork we determined HSC-S was no longer contractually responsible for EA Conway Monroe billing therefore no procedures were performed for that location.

Audit objectives included a review of controls HSC Shreveport has in place to ensure accurate and complete physician professional billing and collections through the following processes: denial management, write-off processing, evaluation & management coding, compliance (limited procedures), and payment posting.

# Quarterly Audit Summary

*Fiscal Year 2015, 4<sup>th</sup> Quarter*

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## Audit Findings:

- Governance does not provide the structure necessary to effectively manage the decentralized professional billing process.
- There is a potential compliance issue related to "Incident to" Evaluation and Management (E&M) billing.
- Credits and undistributed balances were not resolved timely, more than doubling in the last 14 months due to over-posted insurance payments. Credit balances prevent subsequent patient bills from being released.
- EPIC user templates are not restricted or monitored; adjustments, write-offs and bad debt write-offs are not systematically restricted or approved.
- Controls in place are not sufficient to ensure claims are followed-up timely within the payor claim filing deadline requirements, causing an increasing amount of charges in work queues and increasing Accounts Receivable.
- HSC-S is not comparing payor remittances against the established contract or fee schedule. Inadequate monitoring of payor contract fee schedules allows payors to remit payments that do not agree with the terms of the negotiated contract in place.
- HSC-S continued to bill for E. A. Conway professional fees after a contract dated October 1, 2013 transferred responsibility for billing to University Health.
- Physicians and departmental employees are making individual determinations to send patient bills to collection or courtesy write-off.
- Co-pays were not applied timely to patient accounts because they are deposited to a BRF account and transferred monthly.

# Quarterly Audit Summary

*Fiscal Year 2015, 4<sup>th</sup> Quarter*

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## Management's Response and Corrective Action Plan:

Management concurred with the recommendations and elected to outsource the professional billing function. Corrective action plans are anticipated to be completed by July 1, 2016.

## **Clinical Trials Audit**

### Audit Initiation:

This review originated as a scheduled audit from the FY 2014 Board approved audit plan. HSC-S management received the report in July 2014 and responses were finalized in May 2015.

### Audit Scope and Objectives:

The audit scope included reviewing non-federal clinical trial processes at LSU Health Sciences Center – Shreveport for fiscal years 2011 through 2014.

Audit objectives were to evaluate the effectiveness of internal controls to mitigate financial risk, approval of clinical trials, monitoring compliance of clinical trials, access controls to information technology for protecting clinical trial and participant data stored electronically.

### Audit Findings:

- No executed master research agreement between HSC-S and the Biomedical Research Foundation
- Financial monitoring of clinical trials is not adequate
- Lack of written financial closeout policy and procedure
- Untimely cost transfers
- General ledger accounts not established for clinical trials
- Lack of a written cost policy and procedure

# Quarterly Audit Summary

*Fiscal Year 2015, 4<sup>th</sup> Quarter*

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## Management's Response and Corrective Action Plan:

Management concurred with the findings and is in the process of implementing corrective action plans with an anticipated completion date April 30, 2016.

## Louisiana State University - Alexandria

### **Financial Controls Review**

#### Audit Initiation:

This review was performed at the request of LSU Alexandria Management.

#### Audit Scope and Objectives:

The scope of this audit included financial transactions for the period of July 1, 2013, to December 31, 2014, for LSU Alexandria. The audit objective was to determine whether expected financial controls are in place and functioning properly in the areas of Accounts Payable, Accounts Receivable, Cash Handling, Financial Aid, Payroll, Procurement, and System Access.

#### Audit Findings:

- Weak controls over scholarships and awards
- Inadequate internal controls over purchasing
- Lack of appropriate approvals for university fees
- Inadequate internal controls over disbursements
- Payroll controls for hourly workers are not adequate
- Inadequate internal controls over cash handling
- Athletic camps are not adequately monitored
- Lack of segregation of duties for processing student refunds

# Quarterly Audit Summary

*Fiscal Year 2015, 4<sup>th</sup> Quarter*

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- Lack of appropriate independent approvals of write-offs
- Untimely reporting of student debt to collections
- Lack of internal controls over user access

Management's Response and Corrective Action Plan:

Management concurred with the findings and is in the process of implementing corrective action plans with an anticipated completion date of October 2015.

## Louisiana State University - Eunice

### **Financial Controls Review**

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 financial transactions for the period of July 1, 2013, to January 31, 2015.

The audit objective was to determine whether expected financial controls are in place and functioning properly in the areas of Accounts Payable, Accounts Receivable, Cash Handling, Financial Aid, Payroll, Procurement, and System Access.

Audit Findings:

- Under-utilization of recruiting resources despite 20% decrease in enrollment from Spring 2012 to Spring 2015
- Incorrect student charges resulting in under-charging of fees
- Lack of monitoring controls over purchasing including lack of documentation for sole source and emergency purchases



# Quarterly Audit Summary

*Fiscal Year 2015, 4<sup>th</sup> Quarter*

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- Inadequate controls over disbursements
- Payroll controls for hourly workers are not adequate
- Inadequate controls over cash handling
- Athletic camps are not adequately monitored
- Untimely reporting of student debt for collections
- Lack of internal controls over user access

Management's Response and Corrective Action Plan:

Management concurred with the findings and is in the process of implementing corrective action plans with an anticipated completion date of March 2016.

## Louisiana State University - Shreveport

### **Risk Management – Internal Controls Review**

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 financial transactions for the period of July 1, 2013, to May 30, 2015. The audit objective was to determine whether expected financial controls are in place and functioning properly in the areas of Accounts Payable, Accounts Receivable, Cash Handling, Payroll, Procurement, and System Access.

Audit Findings:

- Limited succession planning for three key management positions

# Quarterly Audit Summary

*Fiscal Year 2015, 4<sup>th</sup> Quarter*

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- Employees in Financial Aid have access to student PINs, allowing unnecessary access to confidential student information
- Lack of internal controls over system access
- Reliance on spreadsheets rather than utilizing the features of the accounting system, creating the risk of error and manipulation in financial reporting
- Inadequate controls over accounts receivable
- Untimely Auxiliary cash deposits
- Lack of segregation of duties over disbursements, allowing department heads to initiate and approve distributions to themselves
- Weak controls for hourly workers to ensure payroll distributions are correct and authorized

Management's Response and Corrective Action Plan:

Management response is pending.

## LSU Health Sciences Center New Orleans

### **Clinical Services**

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 clinical faculty productivity and related processes, procedures, and data for the HSC-NO campus applicable to FY 2014: July 1, 2013, to June 30, 2014. Testing of productivity calculations and benchmarks excluded Anesthesiology,

# Quarterly Audit Summary

*Fiscal Year 2015, 4<sup>th</sup> Quarter*

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Dermatology, Pathology, and Radiology since physicians in these departments are not evaluated by the School of Medicine (SOM) using the productivity model. Further, we could not attest to accuracy or consistency of work relative value units (wRVUs) reported by external sources.

The objectives of this audit included determining whether:

- Data used to calculate productivity was complete, accurate, and consistent from all sources
- The productivity model was aligned with the School of Medicine's strategic mission
- Quality of care and incentives were considered when evaluating productivity
- Targets were reasonable and developed based on comprehensive benchmark data

Audit Findings:

- Inconsistent application of productivity model input and formulas
- Productivity calculation/methodology issues
- Incorrect data and benchmarks entered in productivity model

Management's Response and Corrective Action Plan:

Management concurred with two findings and partially concurred with one. Their response addressed the corrective actions taken to address the recommendations.

# Quarterly Audit Summary

*Fiscal Year 2015, 4<sup>th</sup> Quarter*

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## **School of Allied Health Professions and Dentistry Clinic Revenues**

### Audit Initiation:

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

### Audit Scope and Objectives:

The scope of the audit included a review of the charges, billings, and payment transactions for the clinics of the School of Dentistry (SoD) and the School of Allied Health Professions (SAHP) for the period July 1, 2013 to June 30, 2014. We reviewed policies and procedures, determined the effectiveness of controls, interviewed department personnel, performed walkthroughs, and analyzed data.

### The objectives of this audit included:

- Evaluating the accuracy and timeliness of the posting of patient charges
- Evaluating the accuracy of the claims billed by 3rd parties
- Evaluating the effectiveness of the billing processes
- Evaluating the controls over collection of payments to include ensuring collections are secured
- Ensuring deposits are made within a timely manner

### Audit Findings:

- SoD patients did not always make required payments when services were rendered
- SoD charges were not always entered into the billing system at the time of the patient visit
- SoD does not generate monthly statements
- SoD does not appropriately monitor credit balances
- SAHP does not always process patient billings in accordance with policy

# Quarterly Audit Summary

*Fiscal Year 2015, 4<sup>th</sup> Quarter*

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Management's Response and Corrective Action Plan:

Management agreed with the recommendations to address these findings and is in the process of implementing their corrective action plan.

## LSU Health Care Services Division

### **Data Warehousing**

Audit Initiation:

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

Audit Scope and Objectives:

Our work was intended to evaluate the controls for the processes used to acquire, import, sanitize or de-identify personal health information (PHI) and govern access to end users in the HarmonIQ data warehouse. The key risk in this process is the exposure of data, including PHI, and the consequences of such exposure.

Audit Findings:

Our testing included a review of the controls related to physical security at the data centers, logical security and data access, and data importing and sanitization processes for research usage.

Based on testing performed, we concluded that the controls currently in place provide reasonable assurance of both logical and physical security to minimize the risk of accidental exposure of protected health information or unauthorized access to the data warehouse.

Management's Response and Corrective Action Plan:

N/A

# Quarterly Audit Summary

*Fiscal Year 2015, 4<sup>th</sup> Quarter*

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## **Cash Posting**

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 the review of payments and disallowed charges from payers to LSU hospitals and the University Medical Center and Management Corporation (UMCMC) from the period of July 1, 2014 to December 31, 2014. We did not attest to the accuracy of the fee schedules that were entered into Epic that would affect the amount of the allowance adjustments reflected on patient accounts. Our review was limited to determining whether the adjustments were entered timely and agreed with the explanation of benefits (EOB).

The objectives of this audit included determining whether:

1. Payments and contractual fee adjustments were posted timely and accurately to patient accounts and reflected properly in the general ledger.
2. Appropriate controls were in place to ensure the accuracy of financial reporting.

Audit Findings:

- Payments were not timely posted to patient accounts
- Denied claim information was not posted timely to patient accounts
- All fee schedules were not entered into Epic
- No procedures to monitor collection agency efforts

Management's Response and Corrective Action Plan:

HCSD concurred with our findings and submitted their corrective action to address the recommendations.

# Quarterly Audit Summary

*Fiscal Year 2015, 4<sup>th</sup> Quarter*

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## Multi-campus

### **Enterprise Software Licensing (ESL)**

Audit Initiation:

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

Audit Scope and Objectives:

Our objective was to determine the University's compliance with license agreements and whether controls are in place to prevent software licensing infractions. The scope of the audit included all LSU campuses and was restricted to software that was identified as enterprise licensed or site/unlimited licensed. Single license purchases or compliance with licensing and usage outside of enterprise or site licensing was not included in the scope of our work.

Audit Findings:

Based on our testing, adequate controls related to access, distribution, and licensing are in place and no instances of non-compliance with ESL requirements were noted.

Management's Response and Corrective Action Plan:

N/A

### **Network Capability and Disaster Recovery**

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 work included the LSU Eunice (LSUE) and LSU Shreveport (LSUS) campuses, and the objectives of the audit were to:

- Assess the current network and bandwidth capabilities for each identified campus.
- Review and assess the current DR/BCP planning, examining the

# Quarterly Audit Summary

*Fiscal Year 2015, 4<sup>th</sup> Quarter*

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implications of inadequate bandwidth on the planning and recovery potential for each campus.

## Audit Findings:

The review validated that both LSUS and LSUE have developed and implemented strategies for data classification and backup processes. However, due to the limitations imposed by the bandwidth available, offsite back-up at LSUE cannot be implemented. Also, the daily IT activities at LSUE and LSUS put a strain on the current internet bandwidths. As IT demands increase, the situation could affect daily operations and back-up and recovery activities at both of these campuses.

## Management's Response and Corrective Action Plan:

Management at LSUS agreed with the recommendations to address these issues and is in the process of implementing corrective actions. Management at LSUE agreed with the recommendation and, since corrective actions are dependent on available resources, this will be discussed with the new chancellor and a plan will be developed.



**LSU**  
**Deposit and Collateral Report**  
**For the Quarter Ended September 30, 2015**

Deposits Requiring Posting of Collateral:	Demand Deposit Sweep/MMA Repurchase	Certificates of Deposit	Total Deposits in Financial Institutions	Collateral (1)
<b>LSU A &amp; M and LSUHSC New Orleans</b>				
Chase - LSU, Health Plan Premium	\$ 85,392,637		\$ 85,392,637	\$ 128,417,274
Chase-HSCNO	11,014,063	18,600	11,032,663	18,220,367
Capital One - LSU-A	6,817,083		6,817,083	6,567,084
St. Landry Bank - LSU-E	194,038		194,038	500,034
<b>Total</b>	<b>\$ 103,417,821</b>	<b>\$ 18,600</b>	<b>\$ 103,436,421</b>	<b>\$ 153,704,759</b>
<b>LSUHSC Shreveport</b>				
US Bank	\$ 4,060		\$ 4,060	\$ 250,000
Regions Bank-EA Conway	632,182		632,182	639,826
Regions Bank-Huey P Long	542,285		542,285	548,131
Regions Bank-Shreveport	67,328,684		67,328,684	71,671,536
Regions Bank-Shreveport Endowment Fds	2,942,429		2,942,429	-
<b>Total</b>	<b>\$ 71,449,640</b>	<b>\$ -</b>	<b>\$ 71,449,640</b>	<b>\$ 73,109,493</b>
<b>LSU HCSD</b>				
JP Morgan Chase (HCSD) & Capital One (WSTMC)	\$ 44,043,113		\$ 44,043,113	\$ 46,994,459
Capital One (MCLNO Trust Fund)	5,506,398		5,506,398	9,998,977
<b>Total</b>	<b>\$ 49,549,511</b>		<b>\$ 49,549,511</b>	<b>\$ 56,993,436</b>
<b>LSU - Shreveport</b>				
Campus Federal Credit Union		\$ 100,200	\$ 100,200	\$ 250,000
Capital One (Hibernia National Bank)	3,269,331		3,269,331	10,769,906
<b>Total</b>	<b>\$ 3,269,331</b>	<b>\$ 100,200</b>	<b>\$ 3,369,531</b>	<b>\$ 11,019,906</b>
<b>Total Requiring Collateral</b>	<b>\$ 227,686,303</b>	<b>\$ 118,800</b>	<b>\$ 227,805,103</b>	<b>\$ 294,827,594</b>
<b>Deposits In Trust or Federal Obligations Not Requiring Collateral</b>				
Federated Money Markets	\$ 137,460,154		\$ 137,460,154	
Federated Funds-Treas. Oblig. (2)	35,718		35,718	
<b>Total</b>	<b>\$ 137,495,872</b>	<b>\$ -</b>	<b>\$ 137,495,872</b>	
<b>Total Deposits</b>	<b>\$ 365,182,175</b>	<b>\$ 118,800</b>	<b>\$ 365,300,975</b>	

(1) Collateral amounts include FDIC coverage of \$250,000 on Demand Deposits, \$250,000 on CD's and \$250,000 by the National Credit Union Share Insurance Fund on deposits with Campus Federal Credit Union.

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



**LSU**  
**Investment Summary**  
**For the Quarter Ended September 30, 2015**

Fund Description	As of 7/1/2015	As of 9/30/2015		As of 12/31/2015		As of 3/31/2016		As of 06/30/2016	
	Value	Cost	Market Value	Cost	Market Value	Cost	Market Value	Cost	Market Value
<b>LSUHSC Shreveport</b>									
<b>Current Funds</b>									
Cash/Sweeps S.	\$43,481,410	\$67,332,744	\$67,332,744						
Cash/Sweeps C.	\$950,118	\$632,182	\$632,182						
Cash/Sweeps H.	\$1,293,443	\$542,285	\$542,285						
<b>Cash/Sweeps</b>	<b>\$45,724,971</b>	<b>\$68,507,211</b>	<b>\$68,507,211</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Money Market Accounts/Repos (A)	\$2,180,322	\$20	\$20	\$0	\$0	\$0	\$0	\$0	\$0
Certificates of Deposit									
Treasury Bills									
Treasury Notes (B)									
Agency Securities (B)	\$5,248,606	\$4,248,693	\$4,245,294						
Mortgaged Backed Securities (B)	\$3,088,600	\$3,022,471	\$3,015,559						
Municipal Bonds (E)	\$2,249,047	\$2,715,728	\$2,710,822						
Corporate Bonds (D)	\$4,505,827	\$3,941,550	\$3,924,700						
<b>Total</b>	<b>\$62,997,373</b>	<b>\$82,435,673</b>	<b>\$82,403,606</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Endowment Funds</b>									
Cash/Sweeps	\$2,938,515	\$2,942,429	\$2,942,429						
Equity Securities (C)	\$7,650	\$7,650	\$12,282						
Mutual Funds	\$53,011,507	\$52,360,182	\$53,343,928						
<b>Total</b>	<b>\$55,957,672</b>	<b>\$55,310,261</b>	<b>\$56,298,639</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Other Funds</b>									
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Grand Total</b>	<b>\$118,955,045</b>	<b>\$137,745,934</b>	<b>\$138,702,245</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>LSU HCSD</b>									
<b>Current Funds</b>									
Cash/Sweeps	\$44,347,665	\$44,043,113	\$44,043,113						
<b>Total</b>	<b>\$44,347,665</b>	<b>\$44,043,113</b>	<b>\$44,043,113</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Endowment Funds</b>									
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Other Funds</b>									
Cash/Sweeps	\$7,262,974	\$5,506,398	\$5,506,398						
Money Market Accounts/Repos (A)	\$26,706,727	\$40,330,315	\$40,330,315						
Equity Securities (C)	\$412,672		\$368,776						
US Gov Related Securities	\$40,338	\$35,718	\$35,718						
<b>Total</b>	<b>\$34,422,711</b>	<b>\$45,872,431</b>	<b>\$46,241,207</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Grand Total</b>	<b>\$78,770,376</b>	<b>\$89,915,544</b>	<b>\$90,284,320</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>LSU - Shreveport</b>									
<b>Current Funds *</b>									
Cash/Sweeps	\$1,004,168	\$2,437,634	\$2,437,634						
Money Market Accounts/Repos (A)	\$2,000,573	\$500,393	\$500,393						
Certificates of Deposit	\$100,200	\$100,200	\$100,200						
<b>Total</b>	<b>\$3,104,941</b>	<b>\$3,038,227</b>	<b>\$3,038,227</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Endowment Funds</b>									
Cash/Sweeps	\$51,666	\$51,666	\$51,666						
<b>Total</b>	<b>\$51,666</b>	<b>\$51,666</b>	<b>\$51,666</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Other Funds</b>									
Cash/Sweeps	\$58,722	\$279,638	\$279,638						
<b>Total</b>	<b>\$58,722</b>	<b>\$279,638</b>	<b>\$279,638</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Grand Total</b>	<b>\$3,215,329</b>	<b>\$3,369,531</b>	<b>\$3,369,531</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>System Total</b>	<b>\$846,894,986</b>	<b>\$927,832,149</b>	<b>\$931,318,011</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

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

**BENCHMARK NOTES (Example Only)**

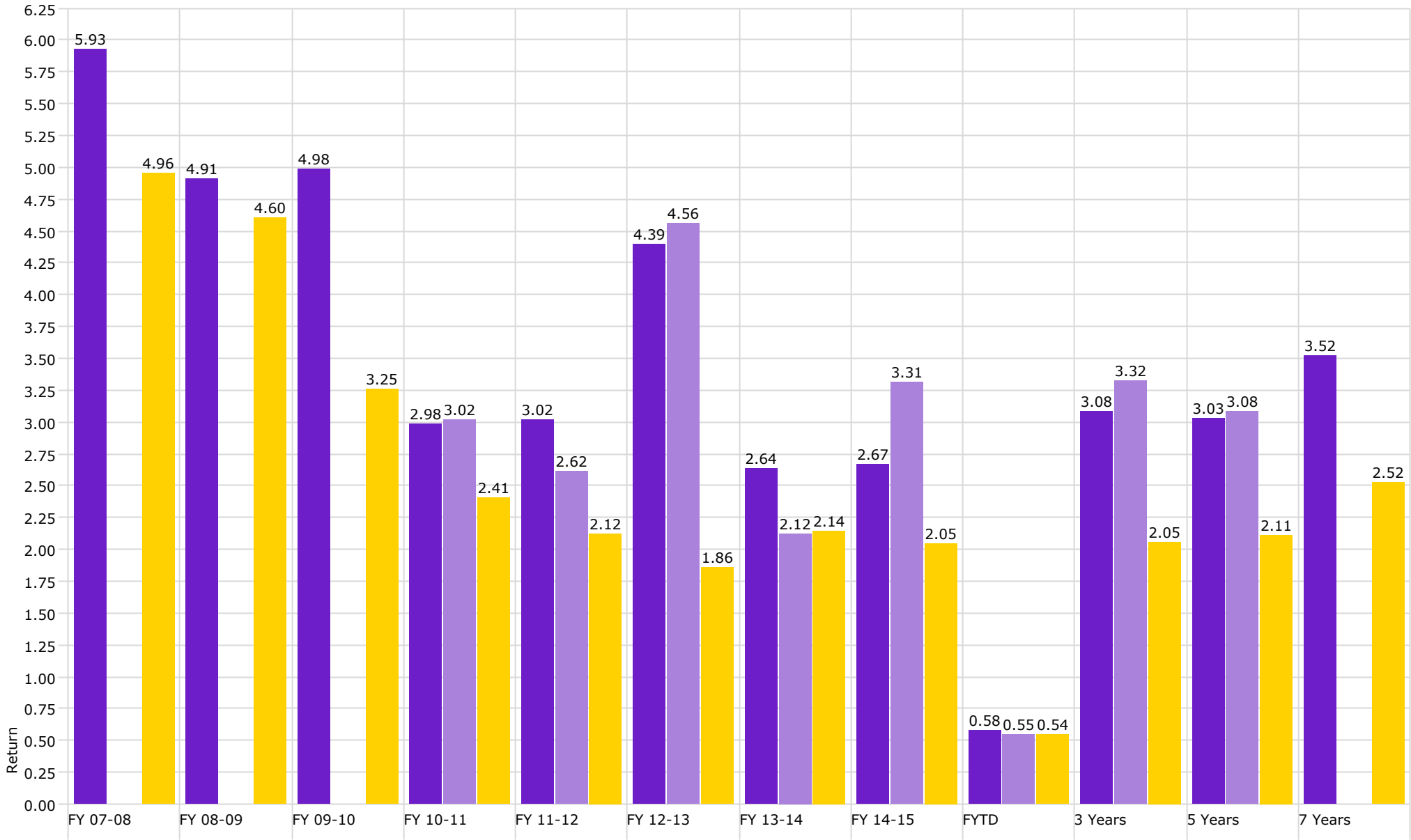
- (A) Benchmarked against 90 day T-Bill
- (B) Benchmarked against Barclay's US Agg Bond TR USD
- (C) US equities benchmarked against Russell 3000 and international against MSCI emerging markets
- (D) Benchmarked against XYZ
- (E) Benchmarked against XYZ

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.



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

As of 9/30/2015



■ Endowment

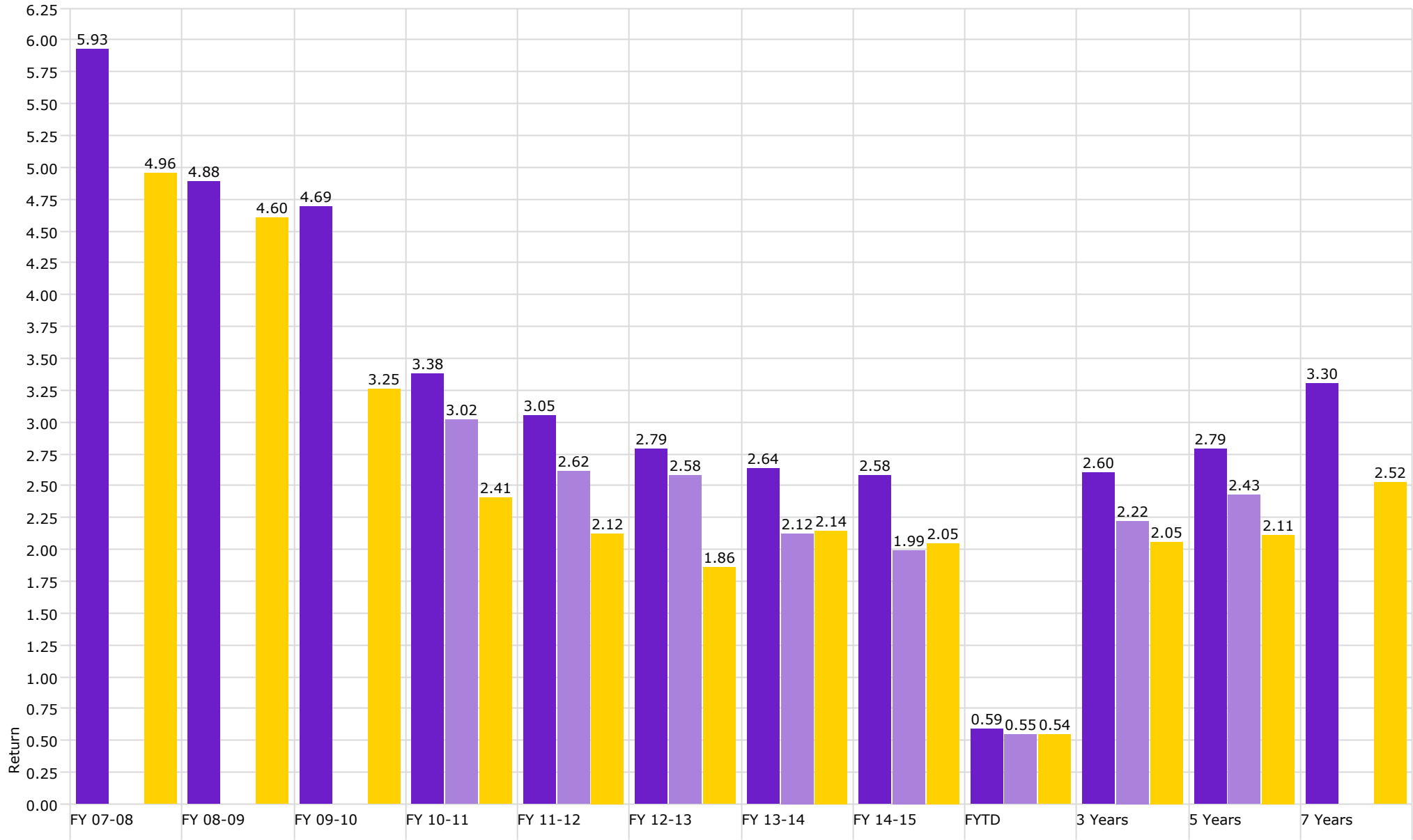
■ Osher

■ Endowed Benchmark



# Investment Management Program Endowed Accounts Coupon/Dividend Yield

As of 9/30/2015



Endowment

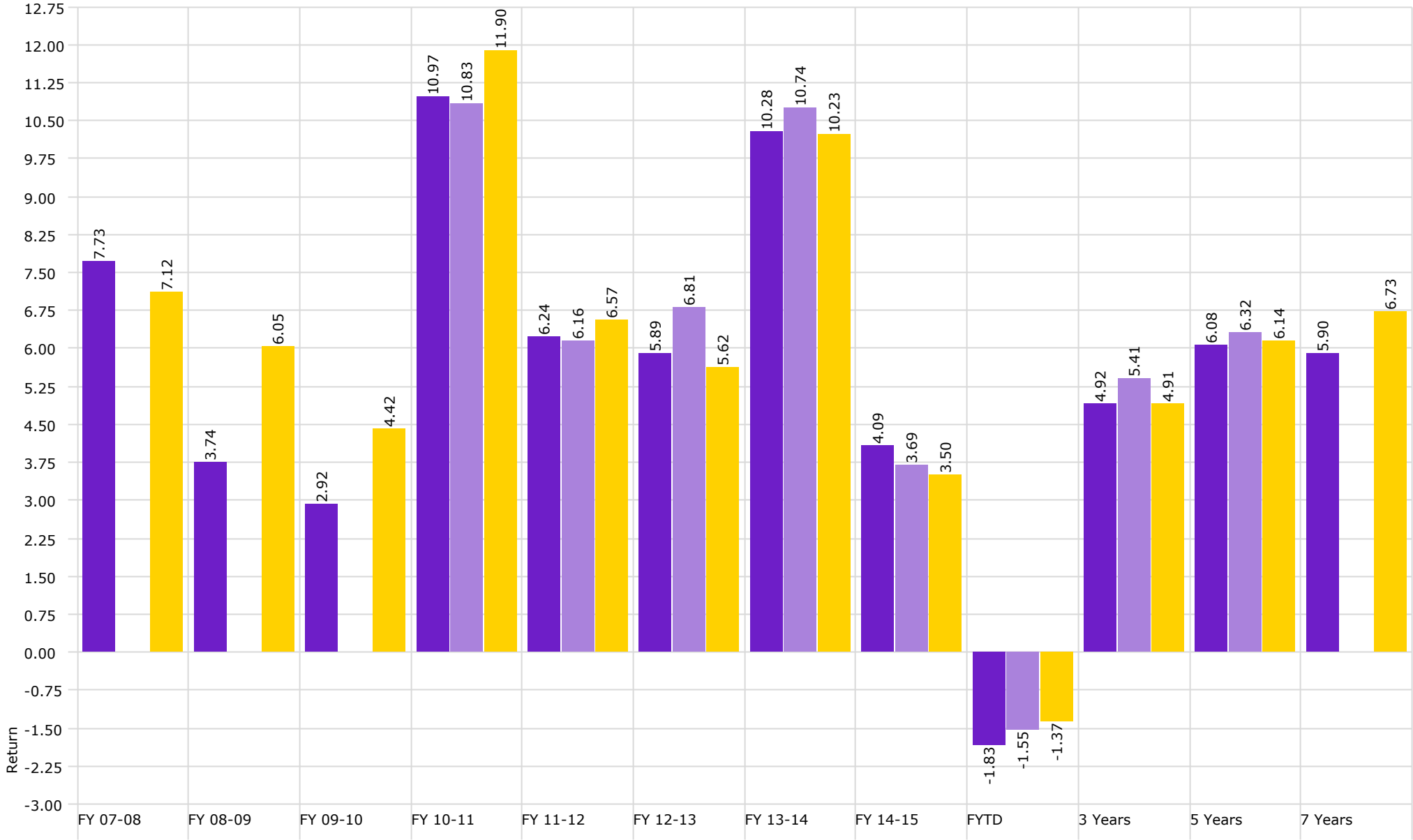
Osher

Endowed Benchmark



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

As of 9/30/2015



■ Endowment

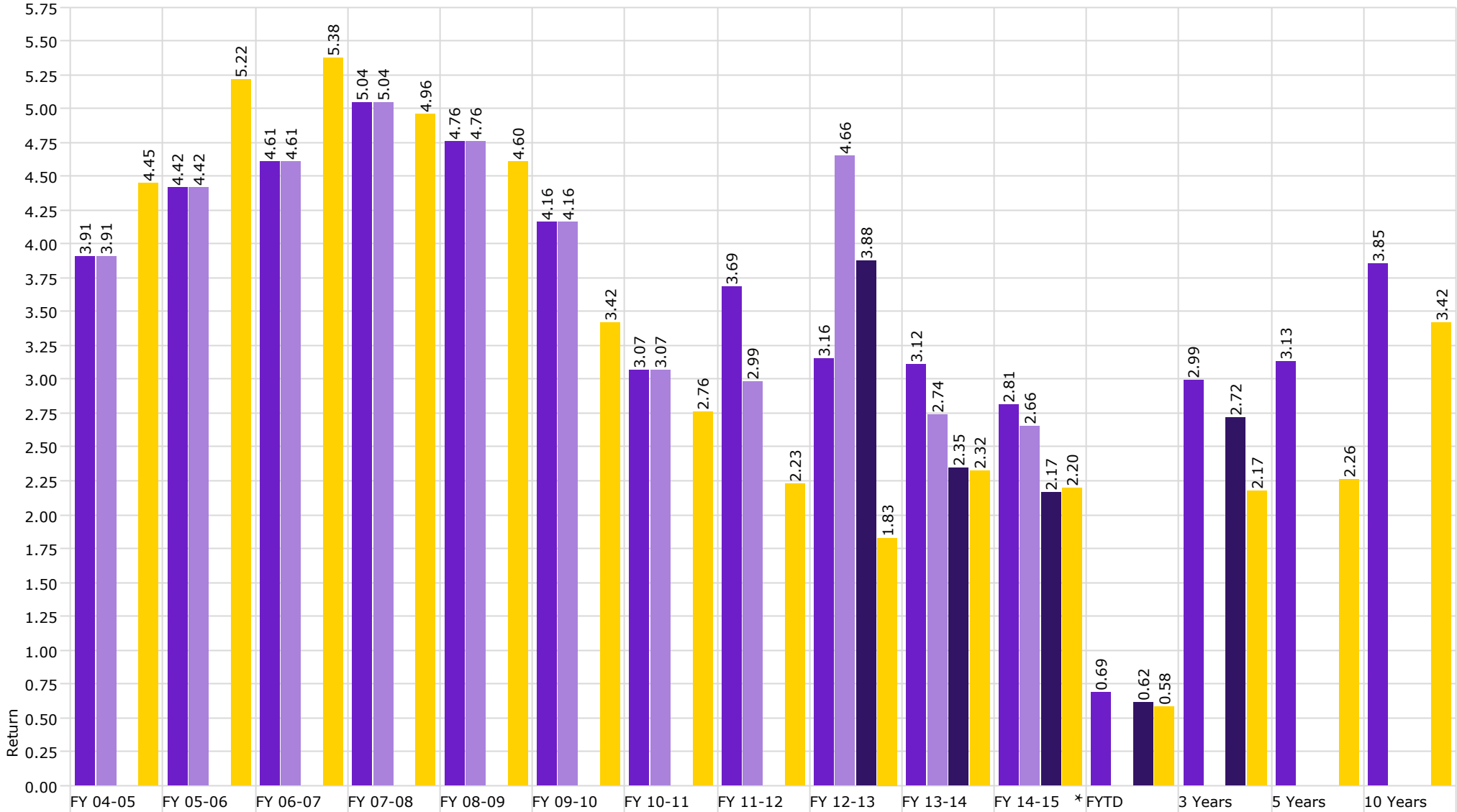
■ Osher

■ Endowed Benchmark



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

As of 9/30/2015



High Level Autonomy (HAP)  
Barclays Aggregate Bond Index

Non Autonomy (NAP)

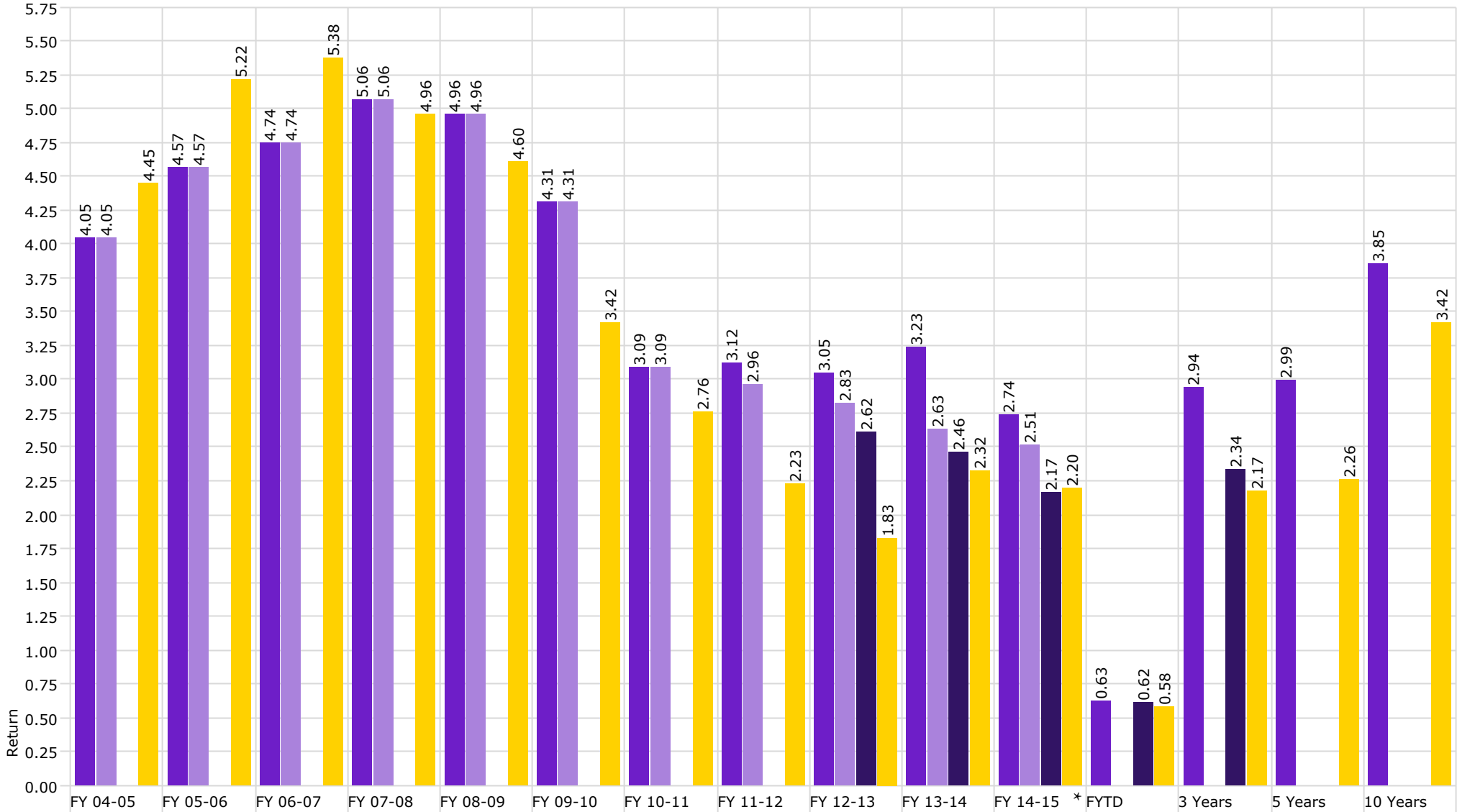
Health Plan

*\*Effective 9/1/2015 HAP and NAP were consolidated into one pool*



# Investment Management Program Non Endowed Accounts Coupon/Dividend Yield

As of 9/30/2015



High Level Autonomy (HAP)

Non Autonomy (NAP)

Health Plan

Barclays Aggregate Bond Index

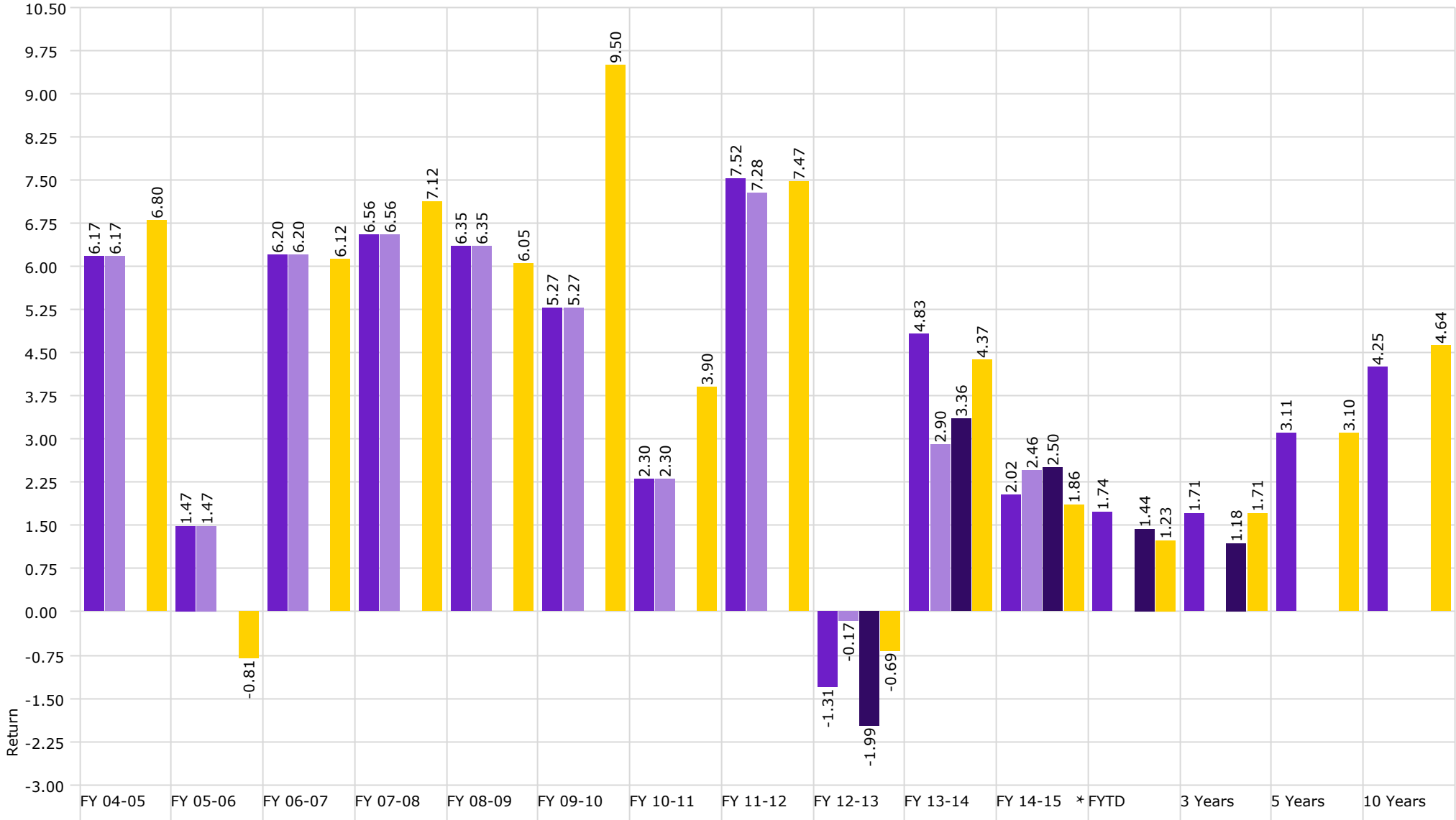
*\*Effective 9/1/2015 HAP and NAP were consolidated into one pool*





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

As of 9/30/2015



High Level Autonomy (HAP)  
Non Autonomy (NAP)  
Barclays Aggregate Bond Index

Health Plan  
*\*Effective 9/1/2015 HAP and NAP were consolidated into one pool*



Finance Infrastructure & Core Development Committee  
Fall 2015 Enrollment

**Written Report Only**

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

**Date: October 23, 2015**

The following is a report that compares Fall 2014 enrollment to Fall 2015 enrollment. There is no staff analysis included.

**LSU A & M:**

- The number of freshmen applications increased. Fall 2015 (17,419) and Fall 2014 (16,580). A 5.1% increase.
- The number of freshmen applications to the Honors College increased. Fall 2015 (4,409) and Fall 2014 (2,929). A .51% increase.
- The number of new freshmen decreased. Fall 2015 (5,624) and Fall 2014 (5,655).
- The number of new freshmen nonresidents decreased. Fall 2015 (944) and Fall 2014 (1,005).
- The number of new freshmen enrolled in the Honors College decreased. Fall 2015 (542) and Fall 2014 (563).
- The number of new transfer students increased. Fall 2015 (1,024) and Fall 2014 (956).
- The number of new transfer students from Louisiana community colleges increased. Fall 2015 (365) and Fall 2014 (327).
- The number of new transfer students from Louisiana four year universities increased. Fall 2015 (297) and Fall 2014 (284).
- First to second year retention increased. Fall 2015 (84.7% for Class of 2014) and Fall 2014 (84.6% for Class of 2013).
- The number of new graduate students increased. Fall 2015 (1,074) and Fall 2014 (1,025).
- The number of new professional students increased Fall 2015 (90) and Fall 2014 (88).
- The number of dual enrollment students has increased. Fall 2015 (914) and Fall 2014 (801). A 14.1% increase.
- Undergraduate headcount increased. Fall 2015 (26,159) and Fall 2014 (25,577).
- Graduate student headcount decreased. Fall 2015 (4,044) and Fall 2014 (4,451).
- The number of new Hispanic/Latino students has decreased. Fall 2015 (347) and Fall 2014 (365).
- The number of new African American students has increased. Fall 2015 (752) and Fall 2014 (678).
- The number of law students enrolled decreased. Fall 2015 (537) and Fall 2014 (598).

**LSU Eunice:**

- The number of new first time freshmen decreased. Fall 2015 (723 students) and Fall 2014 (801 students).
- First to second year retention decreased. Fall 2015 (48.3% Class of 2014) and Fall 2014 (55.3% Class of 2013).
- Headcount enrollment decreased. Fall 2015 (2,508 students) and Fall 2014 (2,738 students).
- Dual enrollment decreased. Fall 2015 (278 students) and Fall 2014 (306 students).

**LSU Alexandria:**

- The number of new freshmen has increased. Fall 2015 (506) and Fall 2014 (456).
- The number of new transfer students has increased. Fall 2015 (335) and Fall 2014 (241).

- The number of dual enrollment students has increased. Fall 2015 (553) and Fall 2014 (422).
- Undergraduate headcount has increased. Fall 2015 (3,104) and Fall 2014 (2,707).
- First to second year retention has increased. Fall 2015 (60.5% for Class of 2014) and Fall 2014 (59.3% for Class of 2013).

**LSU Shreveport:**

- The number of new freshmen for Fall 2014 increased. Fall 2015 (356) and Fall 2014 (344).
- The number of new transfer students from Louisiana community colleges decreased. Fall 2015 (168 students) and Fall 2014 (169 students).
- The number of new transfer students from Louisiana four year universities decreased. Fall 2015 (80 students) and Fall 2014 (95 students).
- Dual Enrollment students decreased. Fall 2015 (304 students) and Fall 2014 (508 students).
- Undergraduate headcount enrollment decreased. Fall 2015 (2,819 students) and Fall 2014 (3,184 students).
- Graduate student enrollment has increased. Fall 2015 (1,564 students) and Fall 2014 (867 students).
- First to second year retention increased. Fall 2015 (65.5% for Class 2014) and Fall 2014 (64.4% for Class of 2013).

**Louisiana State University  
Fall 2015 14th Day Enrollment Report**

**LSU A&M**

<b>LSU A &amp; M</b>									
<b>Composite ACT Score Range</b>	Missing	01-12	13-15	16-19	20-23	24-27	28-32	33-36	Total
<b>Undergraduate/First Time Freshmen/Fall 2015</b>									
First time freshmen BoR Defined									
# of applications	949	11	130	1,247	5,317	5,616	3,543	606	17,419
# admits	156	0	4	174	3,778	5,251	3,508	601	13,472
# enrolled	34	0	4	89	1,649	2,145	1,514	189	5,624

Number of first time freshmen applications from <b>nonresidents</b>	769	11	106	885	2,444	2,516	1,526	240	8,497
Number of nonresident student admitted	152	0	4	85	1,575	2,272	1,502	235	5,825
Number of nonresident students enrolled	29	0	4	34	270	280	288	39	944

<b>LSU A &amp; M Honors College</b>									
<b>ACT Score Range</b>	Missing	01-12	13-15	16-19	20-23	24-27	28-32	33-36	Total
First time freshmen defined by BoR									
# of applications	125	0	20	103	546	976	2,080	559	4,409
# of admits						21	1,045	500	1,566
# enrolled						11	378	153	542
Number of first time freshmen <b>nonresident</b> students enrolled in Honors College						2	81	30	113

<b>LSU A &amp; M Undergraduate</b>					
<b>Transfers BoR Defined</b>	14 <sup>th</sup> Day Fall 2011-12	14 <sup>th</sup> Day Fall 2012-13	14 <sup>th</sup> Day Fall 2013-14	14 <sup>th</sup> Day Fall 2014-15	14 <sup>th</sup> Day Fall 2015-16
# of applications	2,547	2,721	2,617	2,325	2,528
# of admits	1,468	1,532	1,472	1,357	1,511
# enrolled	857	902	933	956	1024

Transfers enrolled from LA Community Colleges	192	203	254	327	365
Transfer enrolled from LA 4-year universities	309	287	323	284	297

<b>Re-Admits</b>					
# of applications	738	695	661	701	640
# of admits	593	485	574	589	550
# enrolled	413	400	415	423	396

<b>LSU A &amp; M</b>	14 <sup>th</sup> Day Enrollment Fall 2011	14 <sup>th</sup> Day Enrollment Fall 2012	14 <sup>th</sup> Day Enrollment Fall 2013	14 <sup>th</sup> Day Enrollment Fall 2014	14 <sup>th</sup> Day Enrollment Fall 2015
Undergraduate FTE	22,639	22,988	23,086	23,521	23,988
Undergraduate Headcount	23,980	24,631	24,931	25,577	26,159
Dual Enrollment	268	442	626	801	914
Student Credit Hours	391,216	395,747	396,880	401,919	416,464
Graduate Student Headcount	4,604	4,525	4,530	4,451	4,044
Professional	401	393	404	423	422
Professional - Law	737	681	621	598	537

<b>LSU A &amp; M</b>	14 <sup>th</sup> Day Fall 2012	14 <sup>th</sup> Day Fall 2013	14 <sup>th</sup> Day Fall 2014	14 <sup>th</sup> Day Fall 2015
1 <sup>st</sup> to 2 <sup>nd</sup> Year Retention First Time Full Time Freshmen (Class 2014 & Class 2015)	83.0%	82.5%	84.6%	84.7%

<b>LSU A &amp; M</b>	14 <sup>th</sup> Day Enrollment Fall 2011	14 <sup>th</sup> Day Enrollment Fall 2012	14 <sup>th</sup> Day Enrollment Fall 2013	14 <sup>th</sup> Day Enrollment Fall 2014	14 <sup>th</sup> Day Enrollment Fall 2015
Diversity-First Time Freshmen Headcount					
Male	2,440	2,716	2,420	2,629	2,496
Female	2,850	3,009	3,081	3,026	3,128
Nonresident Alien	51	67	71	81	49
Hispanic/Latino	266	364	315	365	347
American Indian or Alaska Native	15	19	16	16	28
Asian	152	203	221	241	230
Black or African American	599	718	709	678	752
Native Hawaiian or Other Pacific Islander	6	4	9	7	8
White	4,074	4,193	3,979	4,104	4,079
Two or More Races	115	148	177	152	88
Nonreporting	12	9	4	11	43

<b>LSU A &amp; M</b>	14 <sup>th</sup> Day Fall 2011-12	14 <sup>th</sup> Day Fall 2012-13	14 <sup>th</sup> Day Fall 2013-14	14 <sup>th</sup> Day Fall 2014-15	14 <sup>th</sup> Day Fall 2015-16
<b>TOPS Scholarship</b>					
Opportunity	5,077	5,393	5,309	5,435	5,785
Performance	3,115	3,334	3,540	3,677	3,784
Honors	3,731	3,954	4,207	4,515	4,703
Tech					
Total	11,923	12,678	13,056	13,627	14,272

<b>LSU A &amp; M</b>	14 <sup>th</sup> Day Fall 2011-12	14 <sup>th</sup> Day Fall 2012-2013	14 <sup>th</sup> Day Fall 2013-2014	14 <sup>th</sup> Day Fall 2014-2015	14 <sup>th</sup> Day Fall 2015-2016
<b>Graduate/Professional</b>					
# of graduate applications	4,726	4,899	4,828	4,764	4,577
# of admits	1,892	1,841	1,966	1,832	1,760
# enrolled	1,056	1,034	1,065	1,025	1,074

# of professional	702	798	697	809	809
# of admits	84	88	88	89	90
# enrolled	84	88	88	88	90

# of professional applications - Law Center	1459	1416	1065	895	748
# of admits	636	621	483	554	438
# enrolled	238	200	178	201	172

<b>LSU A &amp; M</b>	New Freshmen Enrollment	ACT Composite	High School GPA
2015	5,624	25.6	3.43
2014	5,655	25.6	3.43
2013	5,501	25.5	3.42
2012	5,725	25.3	3.38
2011	5,290	25.4	3.35
2010	5,481	25.5	3.35
2009	4,789	25.5	3.36
2008	5,141	25.3	3.36

**LSU Eunice**

<b>LSU Eunice</b>	01-12	13-15	16-19	20-23	24-27	28-32	33-36	N/A	Total
<b>Composite ACT Range</b>									
First time freshmen BoR Defined									
# of applications	7	109	408	260	69	13	1	273	1,140
# of students enrolled	4	76	305	195	53	9	0	81	723

<b>LSU Eunice</b>	14 <sup>th</sup> Day Enrollment Fall 2011	14 <sup>th</sup> Day Enrollment Fall 2012	14 <sup>th</sup> Day Enrollment Fall 2013	14 <sup>th</sup> Day Enrollment Fall 2014	14 <sup>th</sup> Day Enrollment Fall 2015
Undergraduate FTE	2,396	2,418	2,178	2,216	2,061
Undergraduate Headcount	2,982	3,074	2,673	2,738	2,508
Dual Enrollment	320	382	228	306	278
Student Credit Hours	28,751	29,014	26,138	26,592	24,735

<b>LSU Eunice</b>	14 <sup>th</sup> Day Fall 2012	14 <sup>th</sup> Day Fall 2013	14 <sup>th</sup> Day Fall 2014	14 <sup>th</sup> Day Fall 2015
1 <sup>st</sup> to 2 <sup>nd</sup> Year Retention First time Full Time Freshmen(Class 2011)	49.40%	50.70%	55.34%	48.33%

<b>LSU Eunice</b>	14 <sup>th</sup> Day Enrollment Fall 2011	14 <sup>th</sup> Day Enrollment Fall 2012	14 <sup>th</sup> Day Enrollment Fall 2013	14 <sup>th</sup> Day Enrollment Fall 2014	14 <sup>th</sup> Day Enrollment Fall 2015
Diversity-First Time Freshmen Headcount					
Male	307	247	259	254	240
Female	494	530	447	547	484
Nonresident Alien	0	3	0	2	4
Hispanic/Latino	9	12	16	19	10
American Indian or Alaska Native	9	4	5	10	5
Asian	2	2	2	4	2
Black or African American	250	211	197	221	196
Native Hawaiian or Other Pacific Islander	0	2	0	0	0
White	514	525	471	527	491
Two or More Races	13	14	13	14	13
Nonreporting	4	4	2	4	3

<b>LSU Eunice</b>	14 <sup>th</sup> Day Fall 2011-12	14 <sup>th</sup> Day Fall 2012-13	14 <sup>th</sup> Day Fall 2013-14	14 <sup>th</sup> Day Fall 2014-15	14 <sup>th</sup> Day Fall 2015-16
<b>TOPS Scholarship</b>					
Opportunity	280	285	275	284	263
Performance	92	96	95	102	102
Honors	20	20	25	21	15
Tech	37	34	52	61	39
Total	429	435	447	468	419

<b>LSU Eunice</b>	New Freshmen Enrollment	ACT Composite	High School GPA
2015	724	19.02	2.99
2014	801	19.03	2.98
2013	706	19.12	2.97
2012	777	19.15	2.93
2011	801	18.86	2.88
2010	847	18.81	2.87
2009	917	18.93	2.86
2008	839	18.8	2.87

**LSU Alexandria**

<b>LSU Alexandria</b>									
<b>Composite ACT Range</b>	01-12	13-15	16-19	20-23	24-27	28-32	33-36	N/A	Total
First time freshmen BoR Defined									
# of applications	7	81	385	353	106	20	0	95	1,047
# of students admitted	3	49	303	321	94	18	0	0	788
# of students enrolled	1	37	213	159	42	13	0	41	506

<b>LSU Alexandria</b>	14 <sup>th</sup> Day Fall 2011-12	14 <sup>th</sup> Day Fall 2012-13	14 <sup>th</sup> Day Fall 2013-14	14 <sup>th</sup> Day Fall 2014-15	14 <sup>th</sup> Day Fall 2015-16
Transfers BoR Defined					
# of applications	517	588	579	510	522
# admits	341	287	257	316	377
# enrolled	226	184	187	241	335

Transfers enrolled from LA community colleges	71	53	68	84	91
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Transfer enrolled from LA 4-year universities	75	94	82	104	113
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<b>Re-Admits</b>					
# of applications	335	309	316	292	225
# of admits	305	270	214	267	215
# enrolled	184	142	164	200	180

<b>LSU Alexandria</b>	14 <sup>th</sup> Day Enrollment Fall 2011	14 <sup>th</sup> Day Enrollment Fall 2012	14 <sup>th</sup> Day Enrollment Fall 2013	14 <sup>th</sup> Day Enrollment Fall 2014	14 <sup>th</sup> Day Enrollment Fall 2015
Undergraduate FTE	2,171	2,020	1,972	2,417	2,750
Undergraduate Headcount	2,613	2,431	2,215	2,707	3,104
Dual Enrollment	394	346	189	422	553
Student Credit Hours	26,050	24,235	23,668	28,999	33,004

<b>LSU Alexandria</b>		14 <sup>th</sup> Day Fall 2012	14 <sup>th</sup> Day Fall 2013	14 <sup>th</sup> Day Fall 2014	14 <sup>th</sup> Day Fall 2015
1 <sup>st</sup> to 2 <sup>nd</sup> Year Retention First time Full Time Freshmen (Class 2011 & Class 2012)		48.80%	49.80%	59.30%	60.50%

<b>LSU Alexandria</b>	14 <sup>th</sup> Day Enrollment Fall 2011	14 <sup>th</sup> Day Enrollment Fall 2012	14 <sup>th</sup> Day Enrollment Fall 2013	14 <sup>th</sup> Day Enrollment Fall 2014	14 <sup>th</sup> Day Enrollment Fall 2015
Diversity-First Time Freshmen Headcount					
Male	116	134	135	174	231
Female	229	237	258	282	275
Nonresident Alien	0	0	1	10	0
Hispanic/Latino	7	17	21	18	17
American Indian or Alaska Native	6	6	5	13	49
Asian	2	4	4	4	9
Black or African American	60	62	46	67	88
Native Hawaiian or Other Pacific Islander	0	0	0	0	0
White	262	275	310	329	321
Two or More Races	4	5	6	14	12
Nonreporting	4	2	0	1	10

<b>LSU Alexandria</b>	14 <sup>th</sup> Day Fall 2011-12	14 <sup>th</sup> Day Fall 2012-13	14 <sup>th</sup> Day Fall 2013-14	14 <sup>th</sup> Day Fall 2013-14	14 <sup>th</sup> Day Fall 2014-15	14 <sup>th</sup> Day
<b>TOPS Scholarship</b>						
Opportunity	243	245	423	423	332	491
Performance	86	106	121	121	136	123
Honors	22	23	28	28	38	34
Tech						
Total	351	374	572	572	506	648

<b>LSU Alexandria</b>	New Freshmen Enrollment	ACT Composite	High School GPA
2015	506	19.7	3.21
2014	456	21.2	3.14
2013	393	20.5	3.17
2012	371	20.5	3.12
2011	345	20.5	3.11
2010	374	20.6	3.07
2009	376	20.8	3.09
2008	362	20.5	3.07

**LSU Shreveport**

<b>LSU Shreveport</b>									
<b>Composite ACT Score Range</b>	01-12	13-15	16-19	20-23	24-27	28-32	33-36	N/A	Total
<b>First time freshmen BoR Defined</b>									
# of applications	0	14	132	251	138	51	0	372	958
# of students admitted	0	3	98	242	132	50	0	40	565
# enrolled	0	2	56	165	94	23	0	16	356

<b>LSU Shreveport</b>					
<b>Undergraduate</b>					
Transfers BoR Defined	14 <sup>th</sup> Day Fall 2011-12	14 <sup>th</sup> Day Fall 2012-13	14 <sup>th</sup> Day Fall 2013-14	14 <sup>th</sup> Day Fall 2014-15	14 <sup>th</sup> Day Fall 2015-16
# of applications	1,078	955	888	841	754
# of admits	625	509	455	461	400
# enrolled	461	371	360	353	328

Transfers enrolled from LA community colleges	172	160	135	169	168
Transfers enrolled from LA 4-year universities	133	97	82	95	80

<b>Re-Admits</b>					
# of applications	411	449	591	514	534
# of admits	368	413	587	476	496
# enrolled	229	234	195	207	219

<b>LSU Shreveport</b>	14 <sup>th</sup> Day Enrollment Fall 2011	14 <sup>th</sup> Day Enrollment Fall 2012	14 <sup>th</sup> Day Enrollment Fall 2013	14 <sup>th</sup> Day Enrollment Fall 2014	14 <sup>th</sup> Day Enrollment Fall 2015
Undergraduate FTE	2,816	2,759	2,382	2,166	2,062
Undergraduate Headcount	4,134	4,124	3,655	3,184	2,819
Dual Enrollment	881	1,033	859	508	304
Student Credit Hours Undergrad/Grad	44,990	44,088	35,728	37,129	40,854
Graduate Student Headcount	428	411	427	867	1,564
<b>LSU Shreveport</b>	14 <sup>th</sup> Day Enrollment Fall 2011	14 <sup>th</sup> Day Enrollment Fall 2012	14 <sup>th</sup> Day Enrollment Fall 2013	14 <sup>th</sup> Day Enrollment Fall 2014	14 <sup>th</sup> Day Enrollment Fall 2015
Diversity-First Time Freshmen Headcount					
Male	146	155	146	138	136
Female	186	221	199	206	220
Nonresident Alien	8	6	7	5	6
Hispanic/Latino	12	30	13	16	17
American Indian or Alaska Native	3	7	5	1	3
Asian	5	12	6	6	7
Black or African American	65	64	68	60	67
Native Hawaiian or Other Pacific Islander	0	0	1	0	1
White	214	241	215	215	189
Two or More Races	0	0	13	21	28
Nonreporting	25	16	17	20	38

<b>LSU Shreveport</b>		14 <sup>th</sup> Day Fall 2012	14 <sup>th</sup> Day Fall 2013	14 <sup>th</sup> Day Fall 2014	14 <sup>th</sup> Day Fall 2015
1 <sup>st</sup> to 2 <sup>nd</sup> Year Retention First time Full Time		65.70%	66.48%	64.40%	65.50%

<b>LSU Shreveport TOPS Scholarship</b>	14 <sup>th</sup> Day Fall 2011-12	14 <sup>th</sup> Day Fall 2012-13	14 <sup>th</sup> Day Fall 2013-14	14 <sup>th</sup> Day Fall 2014-15	14 <sup>th</sup> Day Fall 2015-16
Opportunity	372	417	375	390	382
Performance	161	167	193	191	203
Honors	118	118	104	100	86
Tech	0	0	0	0	0
Total	651	702	672	681	671

<b>LSU Shreveport Graduate</b>	Fall 2011-12	Fall 2012-2013	Fall 2013-2014	Fall 2014-	Fall 2015-2016
# of Masters applications	294	366	383	1,099	1,370
# of admits	272	350	356	1,036	1,276
# enrolled	125	138	134	388	633

<b>LSU Shreveport</b>	New Freshmen Enrollment	ACT Composite	High School GPA
2015	356	22.7	3.32
2014	344	22.9	3.36
2013	345	22.5	3.23
2012	376	22.7	3.25
2011	332	22.3	3.26
2010	345	22.2	3.18
2009	360	22.3	3.20
2008	364	22.1	3.26

\*Beginning with Fall 2013, LSU Shreveport has implemented varying 8 week sessions within their Fall semester. The enrollment reported thereafter only include enrollment for those sessions that have begun within the reported timeframe.



**Louisiana State University  
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**Composite ACT Score Range - First Time Freshman Enrolled**

		01-12	13-15	16-19	20-23	24-27	28-32	33-36	N/A	Total
<b>LSU A</b>										
	2010	1	7	101	153	50	5	0	57	374
	2011	3	10	103	140	41	10	0	38	345
	2012	1	12	115	157	42	6	0	38	371
	2013	0	12	115	169	50	3	0	44	393
	2014	0	8	119	201	69	18	0	41	456
	2015	1	37	213	159	42	13	0	41	506
<b>LSU A&amp;M</b>										
<b>All</b>										
	2010	0	5	74	1,628	2,139	1,459	122	54	5,481
	2011	0	3	64	1,661	2,109	1,283	131	39	5,290
	2012	0	1	96	1,867	2,184	1,395	129	53	5,725
	2013	0	2	87	1,684	2,114	1,425	140	49	5,501
	2014	0	3	88	1,622	2,196	1,514	184	48	5,655
	2015	0	4	89	1,649	2,145	1,514	189	34	5,624
<b>Non-Resident</b>										
	2010	0	5	34	317	475	482	37	50	1,400
	2011	0	2	22	382	393	272	34	37	1,142
	2012	0	0	43	328	390	290	31	52	1,134
	2013	0	2	32	310	309	210	17	45	925
	2014	0	2	45	277	323	273	37	48	1,005
	2015	0	4	34	270	280	288	39	29	944
<b>Honors College - All</b>										
	2010	0	0	0	0	6	437	99	0	542
	2011	0	0	0	0	9	336	96	0	441
	2012	0	0	0	1	8	461	107	0	577
	2013	0	0	0	0	2	466	108	0	576
	2014	0	0	0	0	3	424	136	0	563
	2015	0	0	0	0	11	378	153	0	542
<b>Honors College - Non-Res</b>										
	2010	0	0	0	0	0	148	33	0	181
	2011	0	0	0	0	1	77	27	0	105
	2012	0	0	0	0	0	78	22	0	100
	2013	0	0	0	0	0	48	12	0	60
	2014	0	0	0	0	0	69	24	0	93
	2015	0	0	0	0	2	81	30	0	113
<b>LSU E</b>										
	2010	18	86	283	187	56	6	0	131	767
	2011	6	86	255	188	45	4	0	145	729
	2012	7	73	262	228	46	10	0	151	777
	2013	5	69	280	183	48	10	1	111	707
	2014	9	79	306	208	63	7	0	129	801
	2015	4	76	305	195	53	9	0	81	723
<b>LSU S</b>										
	2010	0	5	50	156	66	25	1	0	303
	2011	0	0	50	152	70	26	1	0	299
	2012	0	1	53	158	102	24	2	0	340
	2013	0	3	55	148	89	23	1	0	319
	2014	0	0	32	141	105	26	1	39	344
	2015	0	2	56	165	94	23	0	16	356
<b>First Time Full-Time Freshman Fall to Fall Retention</b>						<b>TOPS Scholarship Recipients</b>				
<b>Retention</b>						<b>Tech</b>	<b>Opp</b>	<b>Perf</b>	<b>Honors</b>	
<b>LSU A</b>						<b>LSU A</b>				
	2009	59.0%				2010	0	241	95	23
	2010	56.0%				2011	0	243	86	22
	2011	48.8%				2012	0	245	106	23
	2012	49.8%				2013	0	423	121	28
	2013	59.3%				2014	0	332	136	38
	2014	60.5%				2015	0	491	123	34
<b>LSU A&amp;M</b>						<b>LSU A&amp;M</b>				
	2009	84.1%				2010	0	5,241	2,915	3,553
	2010	83.8%				2011	0	5,077	3,115	3,731
	2011	83.0%				2012	0	5,393	3,334	3,954
	2012	82.5%				2013	0	5,309	3,540	4,207
	2013	84.6%				2014	0	5,435	3,677	4,515
	2014	84.7%				2015	0	5,785	3,784	4,703
<b>LSU E</b>						<b>LSU E</b>				
	2009	44.1%				2010	25	271	91	30
	2010	46.5%				2011	37	280	92	20
	2011	49.4%				2012	34	285	96	20
	2012	50.7%				2013	52	275	95	25
	2013	55.3%				2014	61	284	102	21
	2014	48.3%				2015	39	263	102	15
<b>LSU S</b>						<b>LSU S</b>				
	2009	68.5%				2010	0	407	164	105
	2010	65.0%				2011	0	372	161	118
	2011	65.7%				2012	0	417	167	118
	2012	66.5%				2013	0	375	193	104
	2013	64.4%				2014	0	390	191	100
	2014	65.5%				2015	0	382	203	86

**Louisiana State University**  
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**Transfer Enrollment**

	Transfers - Enrolled	Trans from LA CC	Trans from LA 4YR
LSU A			
2010	232	0	0
2011	226	71	75
2012	184	53	94
2013	187	68	82
2014	241	84	104
2015	335	91	113
LSU A&M			
2010	923	241	294
2011	857	192	309
2012	902	203	287
2013	933	254	323
2014	956	327	284
2015	1,024	365	297
LSU S			
2010	404	104	105
2011	461	172	133
2012	371	160	97
2013	360	135	82
2014	353	169	95
2015	328	168	80

**FTE, Headcount, Dual Enrollment & Student Credit Hours**

	UG FTE	UG HC	DE HC	SCH	Grad HC	Prof HC	Prof-Law
LSU A							
2010	2,229	2,667	328	26,743	0	0	0
2011	2,171	2,613	394	26,050	0	0	0
2012	2,020	2,431	346	24,235	0	0	0
2013	1,972	2,215	189	23,668	0	0	0
2014	2,417	2,707	422	28,999	0	0	0
2015	2,750	3,104	553	33,004	0	0	0
LSU A&M							
2010	22,428	23,686	166	388,288	4,710	375	
2011	22,639	23,980	268	391,216	4,604	401	737
2012	22,988	24,631	442	395,747	4,525	393	681
2013	23,086	24,931	626	396,880	4,530	404	621
2014	23,521	25,577	801	401,919	4,451	423	598
2015	23,988	26,159	914	416,464	4,044	422	537
LSU E							
2010	2,643	3,431	565	31,718	0	0	0
2011	2,396	2,982	320	28,751	0	0	0
2012	2,418	3,074	382	29,014	0	0	0
2013	2,178	2,673	228	26,138	0	0	0
2014	2,216	2,738	306	26,592	0	0	0
2015	2,061	2,508	278	24,735	0	0	0
LSU S							
2010	2,780	4,058	590	44,487	446	0	0
2011	2,816	4,134	881	44,990	428	0	0
2012	2,759	4,124	1,033	44,088	411	0	0
2013	2,382	3,655	859	35,728	427	0	0
2014	2,166	3,184	508	37,129	867	0	0
2015	2,062	2,819	304	40,854	1,564	0	0

**Diversity - First Time Freshman Enrolled**

	Male	Female	Non-Resident Alien	Hispanic/Latino	American Indian or Alaska Native	Asian	Black or African American	Native Hawaiian or Other Pacific Islander	White	Two or More Races	Non- Reporting
LSU A											
2010	138	236	0	7	4	3	50	0	303	3	4
2011	116	229	0	7	6	2	60	0	262	4	4
2012	134	237	0	17	6	4	62	0	275	5	2
2013	135	258	1	21	5	4	46	0	310	6	0
2014	174	282	10	18	13	4	67	0	329	14	1
2015	231	275	0	17	49	9	88	0	321	12	10
LSU A&M											
2010	2,575	2,906	84	243	18	160	570	3	4,258	129	16
2011	2,440	2,850	51	266	15	152	599	6	4,074	115	12
2012	2,716	3,009	67	364	19	203	718	4	4,193	148	9
2013	2,420	3,081	71	315	16	221	709	9	3,979	177	4
2014	2,629	3,026	81	365	16	241	678	7	4,104	152	11
2015	2,496	3,128	49	347	28	230	752	8	4,079	88	43
LSU E											
2010	316	531	7	16	9	6	234	0	555	13	7
2011	307	494	0	9	9	2	250	0	514	13	4
2012	247	530	3	12	4	2	211	2	525	14	4
2013	259	447	0	16	5	2	197	0	471	13	2
2014	254	547	2	19	10	4	221	0	527	14	4
2015	240	484	4	10	5	2	196	0	491	13	3
LSU S											
2010	146	199	8	14	6	8	66	1	224	0	13
2011	146	186	8	12	3	5	65	0	214	0	25
2012	155	221	6	30	7	12	64	0	241	0	16
2013	146	199	7	13	5	6	68	1	215	13	17
2014	138	206	5	16	1	6	60	0	215	21	20
2015	136	220	6	17	3	7	67	1	189	28	38

**Louisiana State University**  
**Fall 14th Day Enrollment Trends**  
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**Graduate Enrollment**

	Grad App	Grad Admit	Grad Enrolled	Prof App	Prof Admit	Prof Enrolled	Prof App - Law Center	Prof Admit - Law Center	Prof Enrolled - Law
<b>LSU A&amp;M</b>									
2010	4,789	2,123	1,143	674	87	87	1,635	573	224
2011	4,726	1,892	1,056	702	84	84	1,459	636	238
2012	4,899	1,841	1,034	798	88	88	1,416	621	200
2013	4,828	1,966	1,065	697	88	88	1,065	483	178
2014	4,764	1,832	1,025	809	89	88	895	554	201
2015	4,577	1,760	1,074	809	90	90	748	438	172
<b>LSU S</b>									
2010	259	253	131	0	0	0	0	0	0
2011	294	272	125	0	0	0	0	0	0
2012	366	350	138	0	0	0	0	0	0
2013	383	356	134	0	0	0	0	0	0
2014	1,099	1,036	388	0	0	0	0	0	0
2015	1,370	1,276	633	0	0	0	0	0	0

**Freshman Class Performance**

	New FR Enroll	ACT Composite	HS GPA
<b>LSU A</b>			
2010	374	20.6	3.06
2011	345	20.5	3.11
2012	371	20.5	3.12
2013	393	20.5	3.17
2014	456	21.2	3.14
2015	506	19.7	3.21
<b>LSU A&amp;M</b>			
2010	5,481	25.5	3.35
2011	5,290	25.4	3.35
2012	5,725	25.3	3.38
2013	5,501	25.5	3.42
2014	5,655	25.6	3.43
2015	5,624	25.6	3.43
<b>LSU E</b>			
2010	847	18.8	2.87
2011	801	18.9	2.88
2012	777	19.1	2.93
2013	706	19.1	2.97
2014	801	19.0	2.98
2015	724	19.0	2.99
<b>LSU S</b>			
2010	345	22.2	3.18
2011	332	22.3	3.26
2012	376	22.7	3.25
2013	345	22.5	3.23
2014	344	22.9	3.36
2015	356	22.7	3.32

## CONSENT AGENDA ITEMS

- A. Request from LSU A&M to Amend the 2016 Capital Outlay Budget Request to Reflect Revised Funding Source for H.P. Long Field House: Renovation Project
- B. Recommendation from LSU Agricultural Center to Name the Multipurpose Pavilion at Grant Walker Educational Center the “Ellis S. Martin Multipurpose Pavilion”
- C. Recommendation from LSU Agricultural Center to Rename the Rice Research Station the “H. Rouse Caffey Rice Research Station”
- D. Recommendation from LSU A&M to Name the Finance Suite in the Business Education Complex the “James O. Harp, Jr. Family Finance Suite”
- E. Recommendation from LSU A&M to Name the Lecture Hall in the College of Engineering’s Patrick F. Taylor Hall “The Longwell Family Petroleum Engineering Lecture Hall”
- F. Recommendation from LSU A&M to Name a new Graduate Classroom in the Business Education Complex the “In Memory of Mr. and Mrs. Harry E. McInnis, Sr. Graduate Classroom”
- G. Recommendation from LSU A&M to Name a Faculty Office in the Business Education Complex the “John R. and Eleanor D. Landon Faculty Office”
- H. Recommendation from LSU to Name a Classroom in the LSU Law Center the “Frank L. Maraist Classroom”
- I. Request from LSU A&M for Approval of the Reauthorization of the Hurricane Center
- J. Request from LSU A&M for Approval of the Full Authorization of the Professional Sales Institute
- K. Request from LSU A&M for Approval to Award Three Posthumous Degrees:
  - 1. Ph.D. in Physics & Astronomy for Anton Joe
  - 2. M.S. in Physics & Astronomy for Ishita Maity
  - 3. Master of Music for Matthew Hollier
- L. Request from LSU A&M for Approval to Establish the Astronaut Scholarship in Collaboration with the Astronaut Scholarship Foundation
- M. Request from LSU A&M for Approval to Establish the Following Professorships:
  - 1. Lorraine & Leon August Professorship in Physics & Astronomy
  - 2. Luke V. Guarisco Distinguished Professorship in American History #3
  - 3. Wedon T. Smith Professorship in Civil Law #2
- N. Request from LSU A&M for Approval to Establish the Dr. Shirley C. Tucker Chair in Plant Systematics

O. Request from LSU A&M for Approval to Establish the Following Graduate Student Scholarships:

1. A.K. & Shirley Barton Superior Graduate Student Scholarship in Chemical Engineering
2. Carraway Foundation Graduate Excellence Scholarship
3. Charles O. Peyton Superior Graduate Student Scholarship in Chemical Engineering
4. Hannelore & Johannes Storz Graduate Student Excellence Fund
5. Kevin Kelty Superior Finance Graduate Student Scholarship
6. Lorraine & Leon August Superior Graduate Student Scholarship in Physics & Astronomy
7. Mark & Carolyn Campbell Guidry Doctoral Fellowship in the Electrical & Computer Engineering Division
8. Michael A. Blue Endowed Superior Graduate Student Scholarship in Finance
9. Dr. Shirley C. Tucker Superior Graduate Student Scholarship



**Request from LSU A&M to Amend the 2016 Capital Outlay Budget  
Request to Reflect Revised Funding Source for H.P. Long Field House:  
Renovation Project**

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

**Date: October 23, 2015**

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

G.1 Capital outlay requests need not be submitted in accordance with the procedures of this Section. Board approval of any capital outlay request or item, or approval of an operating budget...

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

**1. Summary of the Matter**

In September of 2015, the LSU Board approved the 2016 Capital Outlay 5-Year Plan and First Year Prioritized Projects List for the LSU campuses. Included in the previously approved Capital Outlay New Projects Category was LSU A&M's "**H.P. Long Field House: Renovation**" project. The project originally was intended to be funded with \$6M General Obligation Bonds and \$12M Self-Generated. The revised funding request is for \$18M in GOB.

**2. Review of Business Plan**

Not Applicable.

**3. Fiscal Impact**

None

**4. Description of Competitive Process**

Projects will comply with public bid laws.

**5. Review of Legal Documents**

Not applicable.

**6. Parties of Interest**

Not applicable.

**7. Related Transactions**

None.

**8. Conflicts of Interest**

None.

## **Attachments**

- I. Revised Five-Year Plan
- II. Revised First Year Prioritized Projects list

## **RECOMMENDATION**

It is recommended that the LSU Board of Supervisors adopt the following resolution:

**"NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College that the 2016-2017 Capital Outlay 5-Year Plan and First Year Prioritized Categories for the Louisiana State University System be amended to change funding for the following project: H.P. Long Field House Renovation (\$18M GOB)."

**5 YEAR CAPITAL OUTLAY PLAN  
LOUISIANA STATE UNIVERSITY  
FY2016-2017 - FY2020-2021**

LSU A&M	1st Yr Request	Inst. Priority	Funding Source	Previous Appropriation	FY16-17	FY17-18	FY18-19	FY19-20	FY20-21	5-Year Request	Total Project Cost
Main Campus: Sewer Line Replacement	2009	E-1	G.O.	\$0	\$455,000	\$4,066,000				\$4,521,000	\$4,521,000
New Residence Hall	2011	SG-1*	R.B.	\$80,450,000	\$80,450,000					\$80,450,000	\$80,450,000
Evangeline Hall Renovation	2012	SG-2*	S.G./R.B.	\$18,800,000	\$18,800,000					\$18,800,000	\$18,800,000
Family Housing Complex	2014	SG-3*	S.G./R.B.	\$51,000,000	\$51,000,000					\$51,000,000	\$51,000,000
Student Health Center Renovation and Additior	2014	SG-4*	S.G./R.B.	\$27,890,000	\$27,890,000					\$27,890,000	\$27,890,000
Garig Hall Renovation	2015	SG-5*	S.G./R.B.	\$4,265,000	\$5,200,000					\$5,200,000	\$5,200,000
Highland Hall Renovation	2015	SG-6*	S.G./R.B.	\$12,240,000	\$12,600,000					\$12,600,000	\$12,600,000
Greenhouse Relocation	2015	SG-7*	S.G./R.B.	\$13,680,000	\$14,800,000					\$14,800,000	\$14,800,000
Enclose Corporation Canal	2015	SG-8*	S.G./R.B.	\$14,000,000	\$14,000,000					\$14,000,000	\$14,000,000
New Residence Hall 2	2016	SG-9	S.G./R.B.	\$0	\$48,000,000					\$48,000,000	\$48,000,000
Athletics Facilities Deferred Maintenance and Renewal	2016	SG-10	S.G.	\$0	\$41,000,000					\$41,000,000	\$41,000,000
Patrick F. Taylor Hall Renovations and Expansior	2003	C-1*	G.O.	\$114,000,000	\$2,000,000					\$2,000,000	\$116,000,000
Renovate Engineering Shops for Art Department	2003	C-2*	G.O.	\$15,100,000	\$1,710,000					\$1,710,000	\$16,810,000
Choppin Hall Annex, Chemistry Lab Building (Supplemental)	2000	C-3*	G.O.	\$28,800,248	\$6,034,752					\$6,034,752	\$34,835,000
H.P. Long Field House: Renovation (\$18M GOB)	2015	N-1	G.O.	\$0	\$1,800,000	\$14,400,000	\$1,800,000			\$18,000,000	\$18,000,000
Howe-Russell-Kniffen Geoscience (West): Renovation	2003	N-2	G.O.	\$0	\$2,500,000	\$21,325,000	\$850,000			\$24,675,000	\$24,675,000
Choppin Hall: Renovation	2010	N-3	G.O.	\$0	\$4,200,000	\$35,925,000	\$1,250,000			\$41,375,000	\$41,375,000
Fire & Emergency Training Institute Renovation & Addition, Planning and Construction(\$550K S.G./\$200K GOB)	2015	N-4	G.O.	\$0	\$750,000					\$750,000	\$750,000
Atkinson Hall Renovation		N-5	G.O.	\$0		\$1,500,000	\$16,060,000	\$675,000		\$18,235,000	\$18,235,000
Military & Air Science Renovation		N-6	G.O.	\$0		\$760,000	\$6,068,000	\$757,000		\$7,585,000	\$7,585,000
Allen Hall Renovation		N-7	G.O.	\$0		\$1,604,000	\$12,837,000	\$1,604,000		\$16,045,000	\$16,045,000
Veterinary Medicine Clinical Facility (\$5M SG & \$5M GOB)		N-8	G.O.	\$0		\$1,000,000	\$8,000,000	\$1,000,000		\$10,000,000	\$10,000,000
Science & Instruction Building		N-9	G.O.	\$0		\$4,150,000	\$33,205,000	\$4,150,000		\$41,505,000	\$41,505,000
Coastal & Atmospheric Science Complex		N-10	G.O.	\$0		\$4,606,000	\$36,858,000	\$4,606,000		\$46,070,000	\$46,070,000
Math & Lecture Hall		N-11	G.O.	\$0		\$4,410,000	\$35,285,000	\$4,410,000		\$44,105,000	\$44,105,000
Library: Remote Storage Facility		N-12	G.O.	\$0		\$328,000	\$2,629,000	\$328,000		\$3,285,000	\$3,285,000
Human Ecology Addition		N-13	G.O.	\$0		\$745,000	\$5,965,000	\$745,000		\$7,455,000	\$7,455,000
Foster Hall Renovation		N-14	G.O.	\$0		\$2,079,000	\$16,647,000	\$2,079,000		\$20,805,000	\$20,805,000
Veterinary Medicine Veterinary Diagnostic Equipment Replacement		N-15	G.O.	\$0			\$2,760,000			\$2,760,000	\$2,760,000
Pleasant Hall Renovation		N-16	G.O.	\$0			\$1,420,000	\$11,369,000		\$12,789,000	\$14,209,000
Foster Hall Natural Science Addition		N-17	G.O.	\$0			\$2,010,000	\$16,072,000		\$18,082,000	\$20,092,000
Prescott Hall Renovation		N-18	G.O.	\$0			\$1,500,000	\$12,810,000		\$14,310,000	\$14,760,000
Veterinary Medicine Instructional Facility		N-19	G.O.	\$0			\$1,200,000	\$9,800,000		\$11,000,000	\$12,000,000
Veterinary Medicine Biomedical Research Facility		N-20	G.O.	\$0				\$1,500,000		\$1,500,000	\$11,500,000
Veterinary Medicine Hansen's Disease Center Renovation		N-21	G.O.	\$0				\$168,000		\$168,000	\$1,680,000
<b>Totals</b>				<b>\$380,225,248</b>	<b>\$333,189,752</b>	<b>\$84,730,000</b>	<b>\$94,998,000</b>	<b>\$111,700,000</b>	<b>\$63,887,000</b>	<b>\$688,504,752</b>	<b>\$862,797,000</b>



**ATTACHMENT I**

<b>AGRICULTURAL CENTER</b>	<b>1st Yr Request</b>	<b>Inst. Priority</b>	<b>Funding Source</b>	<b>Previous Appropriation</b>	<b>FY16-17</b>	<b>FY17-18</b>	<b>FY18-19</b>	<b>FY19-20</b>	<b>FY20-21</b>	<b>5-Year Request</b>	<b>Total Project Cost</b>
Burden Welcome Center	2005	SG-1	Self Gen	\$320,000	\$3,680,000					\$3,680,000	<b>\$4,000,000</b>
Animal & Food Science Facilities Renovations and Modernizations	1983	C-1	G.O.	\$30,038,300	\$499,250	\$7,174,350	\$11,557,350	\$6,945,750		\$26,176,700	<b>\$56,215,000</b>
Livestock Education Facility	2011	C-2	G.O.	\$282,600	\$5,000,000					\$5,000,000	<b>\$5,282,600</b>
Plant Pathology Teaching Laboratory Renovator	2015	N-1	GO/SG	\$132,000	\$200,000					\$200,000	<b>\$332,000</b>
Emerging Technology Center - Parker Coliseum		N-2	G.O.			\$5,000,000	\$60,000,000			\$65,000,000	<b>\$65,000,000</b>
Greenhouse Facilities Relocation and Departmental Renovations		N-3	G.O.				\$1,235,000	\$13,585,000	\$780,000	\$15,600,000	<b>\$15,600,000</b>
Biological & Agricultural Engineering Bldg.		N-4	G.O.				\$1,248,000	\$13,728,000	\$364,000	\$15,340,000	<b>\$15,340,000</b>
Research Support Facilities/Solid Waste Management Facilities		N-5	G.O.				\$1,760,000			\$1,760,000	<b>\$1,760,000</b>
Rice - Shop & Storage Buildings Replacement		N-5	G.O.				\$1,170,000			\$1,170,000	<b>\$1,170,000</b>
Bossier - Distance Learning Center & Regional Office		N-6	G.O.				\$1,482,000			\$1,482,000	<b>\$1,482,000</b>
Baton Rouge - 4H Educational Center		N-7	G.O.					\$22,500	\$22,500,000	\$22,522,500	<b>\$22,522,500</b>
<b>Totals</b>				<b>\$30,772,900</b>	<b>\$9,379,250</b>	<b>\$12,174,350</b>	<b>\$78,452,350</b>	<b>\$34,281,250</b>	<b>\$23,644,000</b>	<b>\$157,931,200</b>	<b>\$188,704,100</b>

<b>LSU ALEXANDRIA</b>	<b>1st Yr Request</b>	<b>Inst. Priority</b>	<b>Funding Source</b>	<b>Previous Appropriation</b>	<b>FY16-17</b>	<b>FY17-18</b>	<b>FY18-19</b>	<b>FY19-20</b>	<b>FY20-21</b>	<b>5-Year Request</b>	<b>Total Project Cost</b>
Network & Telephone Cabling Infrastructure	2005	E-1	G.O.	\$0	\$2,100,000	\$0	\$0	\$0	\$0	\$2,100,000	\$2,100,000
Infrastructure Improvements	2004	E-2	G.O.	\$6,120,000	\$288,769	\$0	\$0	\$0	\$0	\$288,769	\$6,648,169
Coughlin Hall Renovation	2013	E-3	G.O.	\$0	\$2,260,125	\$0	\$0	\$0	\$0	\$2,260,125	\$2,260,125
Business & Education Building	2006	N-1	G.O.	\$0	\$1,230,075	\$13,896,225	\$0	\$0	\$0	\$15,126,300	\$15,126,300
Library Flooring Asbestos Abatement & General Refurbish	2005	N-2	G.O.	\$0	\$1,155,000	\$0	\$0	\$0	\$0	\$1,155,000	\$1,155,000
Oakland Hall Renovation	2010	N-3	G.O.	\$0	\$364,875	\$4,937,625	\$0	\$0	\$0	\$5,302,500	\$5,302,500
<b>Totals</b>				<b>\$6,120,000</b>	<b>\$7,398,844</b>	<b>\$18,833,850</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$26,232,694</b>	<b>\$32,592,094</b>

**ATTACHMENT I**

<b>LSU EUNICE</b>	<b>1st Yr Request</b>	<b>Inst. Priority</b>	<b>Funding Source</b>	<b>Previous Appropriation</b>	<b>FY16-17</b>	<b>FY17-18</b>	<b>FY18-19</b>	<b>FY19-20</b>	<b>FY20-21</b>	<b>5-Year Request</b>	<b>Total Project Cost</b>
Replacement of Science Laboratory Fume Hoods	2007	E-2	G.O.	\$0	\$2,216,220					\$2,216,220	\$2,216,220
Science Building Renovation	2002	N-1	G.O.	\$0	\$945,615	\$10,526,765	\$550,000			\$12,022,380	\$12,022,380
Financial Aid Office Renovation	2007	N-2	G.O.	\$0	\$373,480					\$373,480	\$373,480
Natorium Renovations		N-3	G.O.	\$0		\$1,800,000				\$1,800,000	\$1,800,000
Library Renovations		N-4	G.O.	\$0		\$270,250	\$3,030,250			\$3,300,500	\$3,300,500
H&PE Building Renovations		N-5	G.O.	\$0			\$287,500	\$3,220,000		\$3,507,500	\$3,507,500
Physical Plant/Central Receiving Facility		N-6	G.O.	\$0				\$230,000	\$2,645,000	\$2,875,000	\$2,875,000
Child Day Care Center		N-7	G.O.	\$0				\$88,150	\$969,650	\$1,057,800	\$1,057,800
<b>Totals</b>				<b>\$0</b>	<b>\$3,535,315</b>	<b>\$12,597,015</b>	<b>\$3,867,750</b>	<b>\$3,538,150</b>	<b>\$3,614,650</b>	<b>\$27,152,880</b>	<b>\$27,152,880</b>

<b>LSU SHREVEPORT</b>	<b>1st Yr Request</b>	<b>Inst. Priority</b>	<b>Funding Source</b>	<b>Previous Appropriation</b>	<b>FY16-17</b>	<b>FY17-18</b>	<b>FY18-19</b>	<b>FY19-20</b>	<b>FY20-21</b>	<b>5-Year Request</b>	<b>Total Project Cost</b>
Roof Replacement & Repair	2015	E-1	G.O.	\$0	\$1,440,000					\$1,440,000	\$1,440,000
Disaster Recovery/Business Continuity	2005	E-2	G.O.	\$0	\$1,100,000					\$1,100,000	\$1,100,000
Computer Network Modernization	2015	E-3	G.O.	\$0	\$1,290,000					\$1,290,000	\$1,290,000
Wellness Center	2014	SG-1		\$0	\$15,936,400					\$15,936,400	\$15,936,400
Student Success Center	2015	N-1	G.O.	\$0	\$600,000					\$600,000	\$600,000
Bronson Hall Renovation	2003	N-2	G.O.	\$0	\$1,268,450	\$15,945,679	\$1,102,500			\$18,316,629	\$18,316,629
Land Acquisition	2012	N-3	G.O.	\$0	\$650,000					\$650,000	\$650,000
Lab School	2014	N-4	G.O.	\$0		\$923,193	\$10,665,118			\$11,588,311	\$11,588,311
Boiler Installation (B&E, BH, TC, UC)	2015	N-5	G.O.	\$0		\$1,000,000				\$1,000,000	\$1,000,000
Science Building Back-Up Generator	2015	N-6	G.O.	\$0		\$300,000				\$300,000	\$300,000
Science Learning Center	2014	N-7	G.O.	\$0		\$1,250,000				\$1,250,000	\$1,250,000
HPE Renovation and Expansion	2008	N-8		\$0		\$897,000	\$10,132,000	\$500,000		\$11,529,000	\$11,529,000
College of Education, Human Development Building	2002	N-9		\$0		\$720,000	\$7,920,000	\$750,000		\$9,390,000	\$9,390,000
Mass Communications, Digital Media, Fine Arts and Performing Arts Building	2002	N-10		\$0		\$3,800,000	\$41,800,000	\$1,500,000		\$47,100,000	\$47,100,000
Special Events Center/ Emergency Shelter	2002	N-11		\$0		\$3,175,800	\$34,933,800	\$3,000,000		\$41,109,600	\$41,109,600
Lab School Gymnasium	2014	N-12		\$0		\$494,250	\$5,486,750			\$5,981,000	\$5,981,000
Science Lab and Red River Watershed Mgt Inst Building	2002	N-13		\$0		\$960,000	\$10,560,000	\$1,000,000		\$12,520,000	\$12,520,000
<b>Totals</b>				<b>\$0</b>	<b>\$22,284,850</b>	<b>\$29,465,922</b>	<b>\$122,600,168</b>	<b>\$6,750,000</b>	<b>\$0</b>	<b>\$181,100,940</b>	<b>\$181,100,940</b>



**5 YEAR CAPITAL OUTLAY PLAN  
LOUISIANA STATE UNIVERSITY  
FY2016-2017 - FY2020-2021**

2015-16 System Priority	2016-17 System Priority	Campus	Emergency Projects	FY16-17	Total Project Cost
E-2	E-1	LSUE	Replacement of Science Laboratory Fume Hoods	\$2,216,220	\$2,216,220
E-3	E-2	LSUA	Network & Telephone Cabling Infrastructure	\$2,100,000	\$2,100,000
	E-3	LSUA	Infrastructure Improvements	\$288,769	\$6,648,169
	E-4 *	LSUS	Roof Replacement & Repair	\$1,440,000	\$1,440,000
	E-5 *	LSUS	Disaster Recovery/Business Continuity	\$1,100,000	\$1,100,000
E-1	E-6	LSU A&M	Main Campus: Sewer Line Replacement	\$455,000	\$4,521,000
E-8	E-7	HSC-NO	Medical Education Building Laboratory Exhaust Upgrade	\$1,540,000	\$9,940,000
E-7	E-8	HSCS	Roof Replacement Administration and Business Office	\$1,739,362	\$1,739,362
N-7	E-9	LSUS	Computer Network Modernization	\$1,290,000	\$1,290,000
E-5	E-10	LSUA	Coughlin Hall Renovation	\$2,260,125	\$2,260,125
E-6	E-11	HSC-S	Medical School Roof Replacement (B/E Buildings)	\$700,000	\$700,000
E-9	E-12	HSC-S	Medical School Building Elevator Replacement	\$2,000,000	\$2,000,000
* Indicates initial submission			<b>TOTAL EMERGENCY PROJECTS</b>	<b>\$17,129,476</b>	<b>\$35,954,876</b>
2015-16 System Priority	2016-17 System Priority	Campus	Self-Generated Projects	FY16-17	Total Project Cost
SG-1	SG-1	LSU A&M	New Residence Hall	\$80,450,000	\$80,450,000
SG-2	SG-2	LSU A&M	Evangeline Hall Renovation	\$18,800,000	\$18,800,000
SG-3	SG-3	LSU A&M	Family Housing Complex	\$51,000,000	\$51,000,000
SG-4	SG-4	LSU A&M	Student Health Center Renovation and Addition	\$27,890,000	\$27,890,000
SG-5	SG-5	LSU A&M	Garig Hall Renovation	\$5,200,000	\$5,200,000
SG-6	SG-6	LSU A&M	Highland Hall Renovation	\$12,600,000	\$12,600,000
SG-8	SG-7	LSU A&M	Greenhouse Relocation	\$14,800,000	\$14,800,000
SG-9	SG-8	LSU A&M	Enclose Corporation Canal	\$14,000,000	\$14,000,000
	SG-9 *	LSU A&M	New Residence Hall 2	\$48,000,000	\$48,000,000
	SG-10 *	LSU A&M	Athletics Facilities Deferred Maintenance and Renewal	\$41,000,000	\$41,000,000
	SG-11	LSUS	Wellness Center	\$15,936,400	\$15,936,400
SG-11	SG-12	HSC-NO	Land Acquisition	\$6,500,000	\$6,500,000
SG-12	SG-13	AGCENTER	Burden Welcome Center	\$3,680,000	\$4,000,000
* Indicates initial submission			<b>TOTAL SELF-GENERATED PROJECTS</b>	<b>\$339,856,400</b>	<b>\$340,176,400</b>
2015-16 System Priority	2016-17 System Priority	Campus	Continuing Projects	FY16-17	Total Project Cost
C-1	C-1	LSU A&M	Patrick F. Taylor Hall Renovations and Expansion	\$2,000,000	\$116,000,000
C-3	C-2	LSU A&M	Renovate Engineering Shops for Art Department	\$1,710,000	\$16,810,000
	C-3	LSU A&M	Choppin Hall Annex, Chemistry Lab Building (Supplemental)	\$6,034,752	\$34,835,000
N-2	C-4	AGCENTER	Animal & Food Science Facilities Renovations and Modernizations	\$499,250	\$56,215,000
SG-13	C-5	AGCENTER	Livestock Education Facility	\$5,000,000	\$5,282,600
C-5	C-6	HSC-S	Feist-Weiller Cancer Research Center	\$3,000,000	\$55,000,000
* Indicates initial submission			<b>TOTAL CONTINUING PROJECTS</b>	<b>\$18,244,002</b>	<b>\$284,142,600</b>

**5 YEAR CAPITAL OUTLAY PLAN  
LOUISIANA STATE UNIVERSITY  
FY2016-2017 - FY2020-2021**

2015-16 System Priority	2016-17 System Priority	Campus	New Projects	FY16-17	Total Project Cost
	N-1 *	HSC-NO	Interim Hospital Repurposing	\$4,000,000	\$35,000,000
N-1	N-2	HSC-NO	Dental School Mechanical, Electrical Systems Modernization and ADA Improvement	\$1,200,000	\$10,000,000
N-3	N-3	LSU A&M	H.P. Long Field House: Renovation (\$18M GOB)	\$1,800,000	\$18,000,000
N-10	N-4	LSUA	Business and Education Building	\$1,230,075	\$15,126,300
N-4	N-5	LSU A&M	Howe-Russell-Kniffen Geoscience (West): Renovation	\$2,500,000	\$24,675,000
N-6	N-6	LSU A&M	Choppin Hall: Renovation	\$4,200,000	\$41,375,000
	N-7 *	LSUS	Student Success Center	\$600,000	\$600,000
E-4	N-8	HSC-S	Medical School B-Building HVAC Replacement	\$5,100,000	\$5,100,000
E-10	N-9	HSC-S	Medical School 10th Floor B-Building HVAC Replacement	\$5,100,000	\$5,100,000
N-8	N-10	AGCENTER	Plant Pathology Teaching Laboratory Renovation	\$200,000	\$332,000
N-9	N-11	LSUE	Science Building Renovation	\$945,615	\$12,022,380
N-5	N-12	LSUS	Bronson Hall Renovation	\$1,268,450	\$18,316,629
N-11	N-13	LSUA	Library Flooring Asbestos Abatement & General Refurbishing	\$1,155,000	\$1,155,000
C-6	N-14	LSU A&M	Fire & Emergency Training Institute Renovation & Addition Planning and Construction (\$550K S.G./\$200K GOB)	\$750,000	\$750,000
N-12	N-15	LSUA	Oakland Hall Renovation	\$364,875	\$5,302,500
N-14	N-16	HSC-S	Student Study & Wellness Center	\$500,000	\$3,000,000
N-13	N-17	LSUE	Financial Aid Office Renovation	\$373,480	\$373,480
N-16	N-18	LSUS	Land Acquisition	\$650,000	\$650,000
	N-19 *	HSC-NO	Elevated Walkway Structural ADA and Lighting Improvement	\$1,350,000	\$3,350,000
	N-20 *	HSC-S	Medical School Addition	\$500,000	\$5,000,000
N-15	N-21	HCSD	Underground, Sewer and Storm Line Replacement	\$862,971	\$862,971
			<b>TOTAL NEW PROJECTS</b>	<b>\$34,650,466</b>	<b>\$206,091,260</b>
			<b>TOTAL ALL CAMPUSES</b>	<b>\$409,880,344</b>	<b>\$866,365,136</b>

\* Indicates initial submission



**Recommendation from LSU Agricultural Center to Name the Multipurpose Pavilion at Grant Walker Educational Center the “Ellis S. Martin Multipurpose Pavilion”**

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

**Date: October 23, 2015**

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**

Louisiana State University Agricultural Center (AgCenter) is recommending to name the new multipurpose pavilion at Grant Walker Educational Center after Ellis S. Martin. Mr. Martin, the RoyOMartin Company and his family have been huge supporters of the LSU AgCenter's 4-H Youth Development Program and the educational activities at Camp Grant Walker. Many of the Martin family members and employees attended Camp Grant Walker as children. Through 4-H, students learn critical skills, such as work ethic, which can help them in all areas of life. We consider this donation an investment in the futures of not only the 4-H participants, but also of our state. The proposed name would be: Ellis S. Martin Multipurpose Pavilion.

Attached you will find a brief biographical sketch of Ellis S. Martin and the contributions and collaborative efforts of his family and company with 4-H. The RoyOMartin Company donated to Camp Grant Walker, 10.5 acres (\$65,000 value), plywood for construction, and coordinated donations from Weyerhaeuser, Boise Cascade and Hunt Forest Products (\$30,000 value) and a \$500,000 monetary donation. An architect's rendering of the building is attached. The contractor's bid for the building was \$1.2 million.

The new pavilion at the camp will serve as a multipurpose facility for educational programs and campers. The 9,355 sq. ft. building is climate controlled and will house an auditorium, camp store, restrooms and equipment storage. The multipurpose building will become the largest building at the site and can accommodate the campers during inclement weather.

The recommendation for the naming of the multipurpose building came from the 4-H Foundation Board of Trustees and the LSU AgCenter Administration. This naming will honor an individual and family that have contributed much to LSU and the LSU AgCenter.

**ATTACHMENTS**

- I. Memorandum from 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 multipurpose pavilion at Grant Walker Educational Center the Ellis S. Martin Multipurpose Pavilion.”



**To:** LSU System Office

**From:** Dr. F. King Alexander  
President

A handwritten signature in black ink that reads "F. King Alexander". The signature is written in a cursive style with a large, prominent "F" and "A".

**Date:** October 14, 2015

**Re:** **Ellis S. Martin Multipurpose Pavilion**

The Committee on Naming University Facilities has recommended to name the multipurpose pavilion at Grant Walker Educational Center after Ellis S. Martin in honor of his families generous donations to the Ag Center.

I concur in this recommendation and request that in accordance with PS-70 you forward this proposal to the Board of Supervisors for inclusion on the October 2015 meeting agenda.

Attachments

cc: Vice President, LSU Agricultural Center William B. Richardson  
Dr. Ann Holmes, Chair University Naming Committee  
Dr. Jane Cassidy, Vice Provost Academic Affairs



## **Recommendation from LSU Agricultural Center to Rename the Rice Research Station the “H. Rouse Caffey Rice Research Station”**

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

**Date: October 23, 2015**

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**

Louisiana State University Agricultural Center (AgCenter) is recommending to rename the Rice Research Station after Dr. H. Rouse Caffey, former chancellor of the LSU Agricultural Center and former Superintendent of the Rice Research Station.

Dr. Caffey was a leader in the State's agricultural industry throughout his career. As an agronomist, he became a nationally and internationally known figure on rice. The AgCenter is requesting that the station be renamed the Dr. H. Rouse Caffey Rice Research Station.

This station, located in Crowley, was the first rice experimental station in the United States, established in 1909 by Louisiana State University. Dr. Caffey served as its superintendent from 1962-1970. Today, the station is considered one of the best of its kind worldwide. Research and extension work conducted through the station help maintain a strong rice industry in Louisiana, in the U.S. and in many other countries. The varieties developed at the station during the past 15 years dominate the rice-growing regions of the southern U.S. Dr. Caffey's leadership as superintendent and in later administrative roles helped provide the foundation and support for the station's success. The recommendation for re-naming the station has the strong endorsement of Dr. Steve Linscombe, the current head of the station and one of the premier rice breeders in the world, along with the faculty of the station, and the administrative team of the AgCenter.

Dr. Caffey served as superintendent of the station, associate director of the Louisiana Agricultural Experiment Station (the research arm of the LSU Agricultural Center), vice chancellor of administration and director of international programs, and chancellor of the LSU Agricultural Center. Few have contributed so much to agriculture as we know it today. In addition, Dr. Caffey served twice as chancellor of LSU at Alexandria, and was also interim vice president for Louisiana College in Pineville. Others at LSU and in the rice industry have recognized Dr. Caffey's accomplishments. He was named to the LSU Alumni Hall of Distinction in 1993, was named the 1986 Man of the Year in Service to Louisiana Agriculture, and a new rice variety was named after him in 2011. Dr. Caffey passed away in September, 2012.

Re-naming the Rice Research Station will honor an individual who has contributed tremendously to the LSU Agricultural Center, LSU, higher education, the State of Louisiana, and beyond. Your support of this proposal is greatly appreciated.



## ATTACHMENTS

- I. Memorandum from 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 renaming of the Rice Research Station the H. Rouse Caffey Rice Research Station."



**To:** LSU System Office

**From:** Dr. F. King Alexander  
President

**Date:** October 14, 2015

A handwritten signature in black ink, appearing to read "F. King Alexander". The signature is written in a cursive style.

**Re:** Dr. H. Rouse Caffey Rice Research Station

The Committee on Naming University Facilities has recommended to rename the Rice Research Station after Dr. H. Rouse Caffey former Chancellor of the LSU Agricultural Center and former Superintendent of the Rice Research Station.

I concur in this recommendation and request that in accordance with PS-70 you forward this proposal to the Board of Supervisors for inclusion on the October 2015 meeting agenda.

Attachments

cc: Vice President, LSU Agricultural Center William B. Richardson  
Dr. Ann Holmes, Chair University Naming Committee  
Dr. Jane Cassidy, Vice Provost Academic Affairs



## **Recommendation from LSU A&M to Name the Finance Suite in the New Business Education Complex the “James O. Harp, Jr. Family Finance Suite”**

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

**Date: October 23, 2015**

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 E.J. Ourso College of Business recommends the naming of the Finance Department Suite be named the “James O. Harp, Jr. Family Finance Suite”.

On August 20, 2012 the students of LSU’s E.J. Ourso College of Business began the fall semester in the new Business Education Complex (BEC). The new state of the art complex facilitates world-class teaching and learning as E. J. Ourso College of Business faculty and students connect with information and business experts worldwide. The 156,000 gross square feet complex accommodates undergraduate and graduate business students, as well as executive education and university and business community functions.

Architecturally, the complex blends modern glass, metal, and stone with sloped gabled roofs and arches to reflect LSU’s historic Italianate style and unique beauty. The BEC includes a landscaped courtyard, two classroom wings consisting of 22-radial and case-style classrooms, a 300-seat auditorium, and other inviting spaces that promote meaningful teamwork, collaboration, and interaction.

This forward-looking complex sharpens LSU’s competitive edge among the top colleges in the nation, enhances the ability to recruit top faculty and students, and serves as the catalyst for economic success in the region.

The E. J. Ourso College has received a generous \$250,000 pledge from the James O. Harp, Jr. Family to support the Business Education Complex.

Since January 2001, James “Jim” O. Harp, Jr. has served as an Executive Vice President and the Chief Financial Officer of Hornbeck Offshore (NYSE:HOS), a leading marine transportation and oilfield service company primarily serving the energy industry in the Gulf of Mexico and Latin America and headquartered in Covington, LA. Over the past 15 years, Hornbeck has grown more than fifteen-fold while under his financial leadership. Since November 2000, Jim has been responsible for raising nearly \$4.5 billion in capital and credit availability for HOS through a series of 23 transactions involving bank debt, high-yield bonds, convertible bonds, and common stock for HOS, including its IPO on the NYSE in March 2004.

Jim also has four years of energy investment banking and 15 years of “Big 4” public accounting experience. Immediately prior to joining HOS, Jim served as Vice President in the Energy Group of RBC Dominion Securities Corporation, an investment-banking firm, from August 1999 to January 2001 and as Vice President in the Energy Group of Jefferies & Company, Inc., an investment-banking firm, from June 1997 to August 1999. During his investment-banking career, Jim worked extensively with marine-related oilfield service companies, including with HOS in connection with its private placement of common stock

in November 2000.

From July 1982 to June 1997, Jim served as a CPA in a variety of positions of increasing responsibility, most recently as Tax Principal, with the New Orleans office of Arthur Andersen LLP, and had a significant concentration of international clients in the oil service and maritime industries. While at Andersen, Jim worked extensively in the area of corporate mergers and acquisitions having structured cross-border transactions involving over 50 different countries. Since April 1992, he has also served as Treasurer and Director of SEISCO, Inc., a privately held seismic brokerage company that he co-founded.

A native of Baton Rouge, Jim graduated from Baton Rouge High School (BRHS) in 1978, and was a Phi Kappa Phi graduate of Louisiana State University in May 1982. He holds a Bachelor of Science degree in Accounting from LSU and is now an inactive CPA. Jim and his wife, Pam, have been married for 27 years and have four children (ages 14 to 24). His wife and oldest daughter are also LSU alumni and his middle two children are currently freshmen at LSU. He and his family are active members of First Baptist Covington.

Throughout his career, Jim has frequently lectured undergraduate, graduate and law students of LSU, Tulane and UNO on the subjects of international taxation and corporate finance. Since Fall 2008, Jim has guest lectured the honors section of FIN 3716 (Intro to Corporate Finance) at LSU for each of the past 14 semesters using HOS as a case study. He currently serves on the LSU E. J. Ourso College of Business Dean's Advisory Council (DAC) and on the LSU Department of Finance Advisory Council (FAC). Since 2012, Jim has served as Co-Chair of the Major Donor Committee of the Baton Rouge High School Capital Campaign and has agreed to join the Board of Directors of the BRHS Foundation in 2016. In 2011, Jim was inducted into the BRHS Hall of Fame.

Jim has served on the board of numerous civic, charitable and trade organizations in the greater New Orleans area for the past 33 years. He has served on the Board of Directors and as past President of the Louisiana chapter of the Cystic Fibrosis Foundation (CFF) since 1982, and was named to the CFF National Volunteer Leadership Council in 2009. He has also served on the event committee for 33 years, including three times as General Chairman, for the signature CF golf classic in New Orleans, now in its 44th year. In 2010, he was instrumental in co-founding and co-chairing the first major CF fundraiser on the Northshore. In 2015, he was given the "Breath of Life" Award by the CF Foundation for a lifetime of dedicated service to CF.

Jim co-founded and is a past Treasurer and director of the Junior Catholic Charities Association (JCCA), and is a past President of the Third District Kiwanis Club. Jim was elected to the regional Board of the German-American Chamber of Commerce of the Southern U.S. in Atlanta, after co-founding a local GACC chapter in New Orleans. He also served on the Board of the Louisiana-Mexico Trade Association. In 2012, Jim was recognized by New Orleans CityBusiness as one of the "Top Money Makers of 2012" for his professional, civic and charitable achievements.

From 2004 to 2007, Jim served on the Board of Tchefuncta Club Estates ("TCE"), including a term as President in 2007. Jim was a key member of the leadership team that conceived and executed the strategic plan for the Estates to acquire and develop a 169-acre tract of adjoining land in 2005, which served as the catalyst for over \$20 million in infrastructure improvements, including a 26,000 square foot new clubhouse for the Tchefuncta Country Club ("TCC"), of which Jim has been an active member since 2001. Since his term as TCE President ended in 2007, Jim has continued to serve as Ex-Officio Finance Chairman of the Joint Steering Committee of TCE and TCC. Jim is a former TCE Marina Chairman and co-founder of the Tchefuncta Yacht Club.

A committed Christian businessman, Jim has also been involved with various Christian ministries and faith-based organizations dedicated to relational evangelism, discipleship training and small group Bible studies since 1992. In 2001, Jim co-founded an annual Easter Banquet for the benefit of Northshore

chapters of the Fellowship of Christian Athletes (FCA), and has since chaired six major FCA fundraising events, including as General Chairman of the 38th Annual FCA Sugar Bowl Breakfast in 2006. In 2015, he joined the FCA Northshore Advisory Board. He is also involved with RHEMA Institute, Discovery Fellowship, Reflections Ministries, Christian Business Men's Connection (CBMC) and Oilfield Christian Fellowship (OCF).

The E. J. Ourso College would like to thank Jim and Pamela Harp for their commitment to LSU, its students, and business education through their generous pledge of \$250,000 to the BEC. We respectfully request that the Finance Department Suite be named to honor the "James O. Harp, Jr. Family."

## **ATTACHMENTS**

- I. Memorandum from 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 Department of Finance Suite in the Business Education Complex, the James O. Harp, Jr. Family Finance Suite."



**To:** LSU System Office

**From:** Dr. F. King Alexander  
President

A handwritten signature in black ink, appearing to read "F. King Alexander". The signature is written in a cursive style and is positioned to the right of the typed name.

**Date:** October 14, 2015

**Re:** James O. Harp, Jr. Family Finance Suite

The Committee on Naming University Facilities has recommended the naming of the Finance Department Suite housed in the new Business Education Complex be named the "James O. Harp, Jr. Family Finance Suite". This naming is in honor of Mr. Harp's generosity to the college as well as being a leader in his community and in business.

I concur in this recommendation and request that in accordance with PS-70 you forward this proposal to the Board of Supervisors for inclusion on the October 2015 meeting agenda.

Attachments

cc: Dean Richard D. White, Jr., E.J. Ourso College of Business  
Dr. Ann Holmes, Chair University Naming Committee  
Dr. Jane Cassidy, Vice Provost Academic Affairs



## **Recommendation from LSU A&M to Name the Lecture Hall in the College of Engineering's Patrick F. Taylor Hall "The Longwell Family Petroleum Engineering Lecture Hall"**

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

**Date: October 23, 2015**

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 LSU A&M College of Engineering would like to request naming of a new classroom in the renovated Patrick F Taylor Hall made possible through a generous gift from College of Engineering alumnus, Harry Longwell and the Longwell Family Foundation. The donors request the space be named the Longwell Family Petroleum Engineering Lecture Hall.

Situated in the renovated Patrick F. Taylor Hall, the Longwell Family Petroleum Engineering Lecture Hall will offer a contemporary classroom space for students enrolled in Petroleum Engineering as well as providing classroom space for other students enrolled in Engineering, Construction Management or Computer Science.

The Longwell tradition at LSU began in the 1960s and continues today with three generations of Longwells either currently attending or having graduated from LSU. Harry Longwell, the former executive vice president and director of ExxonMobil, credits much of his success to the education he received at LSU. Because of this he loyally supports his alma mater both with his time and treasure. Over the years, Dr. Longwell has served on the Petroleum Engineering Industrial Advisory Council, the Engineering Dean's Advisory Council, the Alumni Association Board and the LSU Foundation Board. In 1990 he was inducted into the College of Engineering's Hall of Distinction, is a member of the College's Society for Engineering Excellence, was bestowed with an honorary doctorate from LSU in 2004 and received the LSU alumnus of the year award in 2005. Most recently, he co-chaired the fundraising steering committee to raise \$55 million in support of the renovation and expansion of Patrick Taylor Hall. He previously chaired two other capital campaigns for the college.

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 rights of various spaces in the facility, based on the size, scope and location. Hence, the naming for the Longwell Family Petroleum Engineering Lecture Hall is in line with the policy procedures.

### **ATTACHMENTS**

- Memorandum from 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 Engineering Lecture Hall "The Longwell Family Petroleum Engineering Lecture Hall".



**To:** LSU System Office

**From:** Dr. F. King Alexander  
President

**Date:** October 14, 2015

A handwritten signature in black ink that reads "F. King Alexander". The signature is written in a cursive style and is positioned to the right of the printed name "Dr. F. King Alexander".

**Re:** Longwell Family Petroleum Engineering Lecture Hall

The Committee on Naming University Facilities has recommended the naming of the new lecture hall within Patrick F. Taylor Hall be named the Longwell Family Petroleum Engineering Lecture Hall in honor of the Harry Longwell Family. The Longwell family have generously given to the college and the entire university through their family foundation.

I concur in this recommendation and request that in accordance with PS-70 you forward this proposal to the Board of Supervisors for inclusion on the October 2015 meeting agenda.

Attachments

cc: Dean Judy Wornat, College of Engineering  
Dr. Ann Holmes, Chair University Naming Committee  
Dr. Jane Cassidy, Vice Provost Academic Affairs





**Recommendation from LSU A&M to Name a New Graduate Classroom in the New Business Education Complex the “In Memory of Mr. & Mrs. Harry E. McInnis, Sr. Graduate Classroom”**

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

**Date: October 23, 2015**

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 E.J. Ourso College of Business recommends the naming of a graduate classroom in the new Business Education Complex the “In Memory of Mr. and Mrs. Harry E. McInnis, Sr. Graduate Classroom”.

On August 20, 2012 the students of LSU’s E.J. Ourso College of Business began the fall semester in the new Business Education Complex (BEC). The new state of the art complex facilitates world-class teaching and learning as E. J. Ourso College of Business faculty and students connect with information and business experts worldwide. The 156,000 gross square feet complex accommodates undergraduate and graduate business students, as well as executive education and university and business community functions.

Architecturally, the complex blends modern glass, metal, and stone with sloped gabled roofs and arches to reflect LSU’s historic Italianate style and unique beauty. The BEC includes a landscaped courtyard, two classroom wings consisting of 22-radial and case-style classrooms, a 300-seat auditorium, and other inviting spaces that promote meaningful teamwork, collaboration, and interaction.

This forward-looking complex sharpens LSU’s competitive edge among the top colleges in the nation, enhances the ability to recruit top faculty and students, and serves as the catalyst for economic success in the region.

The E. J. Ourso College has received a generous \$250,000 gift from Harry E. McInnis, Jr. and Mark “Philip” McInnis in memory of their parents, Harry E. and Claire McInnis, Sr., to support the Business Education Complex.

Harry E. McInnis, Jr. is a native of Minden, Louisiana. Harry earned a bachelor’s in accounting from LSU in 1966 and earned a Juris Doctorate from the LSU School of Law in 1970. While at LSU, he was president of Omicron Delta Kappa, managing editor of the Louisiana Law Review, Chairman of the LSU Honor Council, a member of the Order of the Coif, and a member of Who’s Who in American Colleges and Universities. After graduation from law school, McInnis began his business career at McInnis Brothers Construction, Inc., where he serves today as president of the company. He and his wife Frances currently reside in Minden.

Harry recently completed serving five years as Chairman of the Board of the LSU Health Sciences Foundation and is a member of the Board of Trustees of Centenary College and the Louisiana Committee of 100. He is a member of First United Methodist Church of Shreveport, where he has served as a member of the Board of Trustees, the Building Committee, and the Finance Committee. He currently holds membership in the LSU Foundation, LSU Alumni Association, and Tiger Athletic Foundation.

Mark “Philip” McInnis is a native of Minden, Louisiana. Philip earned a bachelor’s in accounting from LSU in 1971 and earned a master’s in business administration from LSU in 1973. He and his wife Kathy currently reside in Minden, Louisiana where he serves as Vice President of McInnis Brothers Construction, established in 1947 by his father and uncle. McInnis is also the President of McInnis Insurance Agency, representing the third generation of the McInnis family to manage the agency.

Additionally, Philip is a member of the Independent Insurance Agents of Louisiana, the Shreveport Chapter of the Associated General Contractors of America, and has long served as the Secretary-Treasurer of the Minden Insurance Exchange. He is a member of First United Methodist Church. He is also a member of the LSU Foundation and the Honors College.

Harry and Philip’s father was Harry E. McInnis Sr. who was born in Bussey, Arkansas on June 13, 1913. He graduated from LSU with a B.S. in Business Administration. He was a longtime resident of Minden, Louisiana where he lived with his wife Claire. While at LSU, he was a member of the LSU Marching Band and Theta Xi Fraternity. After graduating from LSU, he worked for the Louisiana Department of Revenue until his enlistment in the United States Navy in 1942. During World War II he served as lieutenant aboard the aircraft carrier USS Fanshaw Bay in the Pacific Theater of War from 1942 to 1945.

After the war, he returned to Minden where he lived with his wife Claire. He worked his family insurance business, McInnis Insurance Agency, which he served as president from 1946 to 1990. He was a member of the Independent Insurance Agents of Louisiana and the Secretary-Treasurer of the Minden Insurance Exchange. In 1947, Harry and his brother, John L. McInnis, co-founded McInnis Brothers Construction, a commercial and industrial construction firm, which he served until his retirement. He was a past president of the Associated General Contractors, Shreveport Chapter.

Harry was a member of the First United Methodish Church of Minden since 1925. He was a longtime member of the Banks Sunday School Class and past Chairman of the Church Finance Committee. He also served on three church building committees.

He served his community as a member of the Webster Parish Selective Service Board from 1967 to 1972. He was a director of Minden Bank & Trust Company from 1957 to 1983, serving his last two years as Chariman of the Board. He was selected as Minden’s Man of the Year in 1976. Mr. McInnis was the recipient of Norwela Council’s Distinguished Citizen Award in 1996 and was also recognized as a James E. West Fellow by Boy Scouts of America. Mr. McInnis was a longtime member of the Minden Lions Club, American Legain and Sherveport Club. Harry died on November 30, 2003.

Jane “Claire” Burks McInnis was born in Minden, Louisiana on April 23, 1915. She was a member of Kappa Delta sorority and graduated from Louisiana State University in 1935 with a B.A. in Arts in Science. She returned to Minden after graduation where she married Harry E. McInnis on January 15, 1939. She was a member of First United Methodist Church for 50 years. She was active in several civic organizations in Minden, including the Minden Junior League, the Minden Garden Club, the Minden Department Club, and The Minden Study Club which she served as president. She was also a longstanding member of The Cotillion Club of Shreveport and an avid bridge player. Claire and Harry were married for 64 years.

The E. J. Ourso College would like to thank Harry E. McInnis, Jr. and Mark “Philip” McInnis for their commitment to LSU, its students, and business education through their generous gift of \$250,000 to the BEC in memory of their parents, Harry E. and Clair McInnis. We respectfully request that a graduate classroom be named “In Memory of Mr. and Mrs. Harry E. McInnis Sr”.

**ATTACHMENTS:**

- I. Memorandum from 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 a graduate classroom in the new Business Education Complex "In Memory of Mr. and Mrs. Harry E. McInnis, Sr."



**To:** LSU System Office

**From:** Dr. F. King Alexander  
President

A handwritten signature in black ink that reads "F. King Alexander". The signature is written in a cursive style and is positioned to the right of the printed name.

**Date:** October 14, 2015

**Re: In Memory of Mr. and Mrs. Harry E. McInnis, Sr. Graduate Classroom**

The Committee on Naming University Facilities has recommended the naming of a graduate classroom in the new Business Education Complex be named in honor of Mr. and Mrs. Harry E. McInnis, Sr. A generous gift was made to the College of Business by their children in their honor.

I concur in this recommendation and request that in accordance with PS-70 you forward this proposal to the Board of Supervisors for inclusion on the October 2015 meeting agenda.

Attachments

cc: Dean Richard D. White, Jr., E.J. Ourso College of Business  
Dr. Ann Holmes, Chair University Naming Committee  
Dr. Jane Cassidy, Vice Provost Academic Affairs



## **Recommendation from LSU A&M to Name a Faculty Office in the New Business Education Complex the “John R. and Eleanor D. Landon Faculty Office”**

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

**Date: October 23, 2015**

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 E.J. Ourso College of Business recommends the naming of a faculty office in the new Business Education Complex the “John R. and Eleanor D. Landon Faculty office”.

On August 20, 2012 the students of LSU’s E.J. Ourso College of Business began the fall semester in the new Business Education Complex (BEC). The new state of the art complex facilitates world-class teaching and learning as E. J. Ourso College of Business faculty and students connect with information and business experts worldwide. The 156,000 gross square feet complex accommodates undergraduate and graduate business students, as well as executive education and university and business community functions.

Architecturally, the complex blends modern glass, metal, and stone with sloped gabled roofs and arches to reflect LSU’s historic Italianate style and unique beauty. The BEC includes a landscaped courtyard, two classroom wings consisting of 22-radial and case-style classrooms, a 300-seat auditorium, and other inviting spaces that promote meaningful teamwork, collaboration, and interaction.

This forward-looking complex sharpens LSU’s competitive edge among the top colleges in the nation, enhances the ability to recruit top faculty and students, and serves as the catalyst for economic success in the region.

The E. J. Ourso College has received a generous \$50,000 gift from John R. and Eleanor D. Landon to support the Business Education Complex.

John R. Landon, with over 30 years’ experience in homebuilding and land development, founded Landon Development Company in 2006 and Landon Homes in 2008. He serves as CEO of both companies. Landon Homes, in less than five years, has become one of the largest homebuilders in Texas.

From 1997 to 2006, Landon served as Co-Chairman and CEO of Meritage Homes Corporation (NYSE: MTH), a homebuilding company that he co-founded and took public in 1997. During Landon’s tenure with Meritage, the company grew to be one of the largest top ten homebuilders in the U.S.

Landon started his career in public accounting with the firm of Ernst and Whinney after graduating from Louisiana State University with a B.S. in Accounting. Landon has served as a member of the National Association of Homebuilders High Production Builders Council, the Harvard University Joint Center for Housing Studies, and has been a guest speaker on numerous homebuilding panels. Landon has also been a featured speaker at the Flores MBA School at Louisiana State University. Landon Homes recently received an award for the 8th fastest growing company in the LSU 100.

In addition, Landon is active in his local community and church. He is a founding member of the Prince of Peace Catholic Community and has been active in both the parish and school. More recently, Landon has served on the Ursuline Academy Facing the Future building campaign and served as a youth coach for basketball and football. He is a member of the Board of Trustees for The Catholic Foundation in Dallas.

Landon is married to Ellie Landon and has four children. Ellie also graduated from Louisiana State University with a B.S. in Finance and went on to receive her law degree from Southern Methodist University. Ellie practiced law with Strasburger and Price from 1987-89 and worked as General Counsel for Legacy Homes from 1989-1997. Since 1997, her priorities shifted to raising children and managing home life. Ellie is an active volunteer at Prince of Peace Catholic School, Ursuline Academy, and Jesuit College Preparatory School.

The E. J. Ourso College would like to thank John and Ellie Landon for their commitment to LSU, its students, and business education through their generous gift of \$50,000 to the BEC. We respectfully request that a Faculty Office be named to honor “John and Ellie Landon.”

## **ATTACHMENTS**

- I. Memorandum from 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 a faculty office in the new Business Education Complex the “John R. and Eleanor D. Landon Faculty Office”.



**To:** LSU System Office

**From:** Dr. F. King Alexander  
President

A handwritten signature in black ink that reads "F. King Alexander". The signature is written in a cursive style and is positioned to the right of the printed name.

**Date:** October 14, 2015

**Re:** **John R. and Eleanor D. Landon Faculty Office**

The Committee on Naming University Facilities has recommended the naming of a faculty office in the new Business Education Complex be named the "John R. and Eleanor D. Landon Faculty Office". The naming is to honor their generous gift to the College of Business and their unwavering support.

I concur in this recommendation and request that in accordance with PS-70 you forward this proposal to the Board of Supervisors for inclusion on the October 2015 meeting agenda.

Attachments

cc: Dean Richard D. White, Jr., E.J. Ourso College of Business  
Dr. Ann Holmes, Chair University Naming Committee  
Dr. Jane Cassidy, Vice Provost Academic Affairs



## Recommendation from LSU A&M to Name a Classroom in the LSU Law Center the “Frank L. Maraist Classroom”

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

**Date: October 23, 2015**

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 LSU Law Center requests to name a classroom the “Frank L. Maraist Classroom” after the beloved law professor Frank Maraist.

Professor Frank L. Maraist taught his last class, an Evidence class, at the Law Center on July 14, 2011. Chancellor Jack Weiss, faculty colleagues, and Law Center staff attended the class and congratulated and thanked Prof. Maraist with a standing ovation and remarks. It was a fitting end to a career that spanned almost four decades (thirty-six years).

During his career, Prof. Maraist’s teaching and scholarship earned him the reputation as the state’s foremost expert in several areas of law. He taught many courses, but was best known as a teacher and scholar in Torts, Evidence, Louisiana Civil Procedure, Admiralty, and Maritime Personal Injury. He authored approximately twenty-three books and many more articles. Louisiana state court opinions are replete with quotations from and citations to his books and articles. Prof. Maraist’s monthly newsletter covering developments in Louisiana law was anxiously awaited and immediately read by Louisiana attorneys.

Prof. Maraist cared for his students and functioned almost as a one-person placement office, using his network of former students and friends to help graduating law students get jobs. Many lawyers and judges in Louisiana recall that Prof. Maraist was instrumental in helping them get their first job after law school.

Prof. Maraist expanded the reputation and good will of the LSU Law Center by teaching and leading in several different contexts. He taught at the law schools of Mississippi, Texas, North Carolina, Tulane, and Washington in St. Louis. He also was the first executive director of both the Louisiana Judicial College, which is an arm of the Louisiana Supreme Court that provides continuing legal education to the state’s judges, and the Louisiana Association of Defense Counsel, one of the four largest state organizations in the nation providing continuing legal education for defense attorneys. Prof. Maraist also served on the faculty of the National Judicial College. Because he has taught hundreds of judges, his influence on the development of law has been beyond what one would expect of an influential scholar and teacher.

It would be hard adequately to express the esteem with which Prof. Maraist is regarded by the bench and bar of this state. A professor of such scholarly ability and achievement who has as much presence and influence among practitioners does not come along often.

Prof. Maraist mentored numerous young law faculty at the Law Center, helping them with their teaching and bringing them into writing projects with him. His protégés are faculty members at the LSU



Law Center and numerous other law schools throughout the nation.

In his retirement, Prof. Maraist lives in Baton Rouge, and he continues to update all of his books and publish his monthly newsletter of developments in Louisiana law.

The Law Center faculty and staff would like to honor and thank Prof. Maraist by naming a classroom for him.

## **ATTACHMENTS**

- I. Memorandum from 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 a classroom in the LSU Law Center the "Frank L. Maraist Classroom".



To: LSU System Office

From: Dr. F. King Alexander  
President

A handwritten signature in black ink that reads "F. King Alexander". The signature is written in a cursive style and is positioned to the right of the typed name.

Date: October 14, 2015

**Re: Frank L. Maraist Classroom**

The Committee on Naming University Facilities has recommended the naming of a classroom in the LSU Paul M. Hebert Law Center the Frank L. Maraist Classroom in honor of a beloved professor. Professor Emeritus Frank Maraist taught at the LSU Law Center for over 36 years. This naming is in honor of his endless dedication to the students of the Law Center.

I concur in this recommendation and request that in accordance with PS-70 you forward this proposal to the Board of Supervisors for inclusion on the October 2015 meeting agenda.

Attachments

cc: Dean Judy Wornat, College of Engineering  
Dr. Ann Holmes, Chair University Naming Committee  
Dr. Jane Cassidy, Vice Provost Academic Affairs



## Academic and Student Affairs Consent Agenda

### ***REQUEST FOR REAUTHORIZATION OF THE LSU HURRICANE CENTER AT LOUISIANA STATE UNIVERSITY AND A&M COLLEGE***

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

**Date: October 23, 2015**

#### **1. Significant Board Matter**

This matter is a significant board matter pursuant to the following provisions of Article VII, Section 8. D. 1. of the Bylaws of the Board of Supervisors:

*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.*

#### **2. Summary of the Matter**

The LSU Hurricane Center (HC) reports directly to the Office of Research & Economic Development (ORED). Given Louisiana's coastal location and the frequency of severe weather events, having a comprehensive nationally-recognized center for modeling of tides, wind-waves and hurricane storm surge, and related phenomena is a priority at LSU.

The HC was established at LSU in 1999, and approved by the Board of Regents as a recognized center in 2000. The HC was temporarily suspended with Board of Regents approval 2011-2014 in order to evaluate priorities and mission, as well as find new leadership to develop a strategic plan. Based on a 2012 ORED review, it was determined that the HC should focus on the LSU Coastal Emergency Risks Assessment (CERA) activities that provide information to the Governor's Office of Homeland Security and Emergency Preparedness as its primary function. In 2014, the HC was granted one year approval by the Board of Regents while the center worked toward finding strong leadership, securing funding, and developing a strategic plan.

In January 2015, ORED in collaboration with Sea Grant, Department of Civil and Environmental Engineering (CEE), and the Center for Computation and Technology (CCT) successfully recruited Dr. Scott C. Hagen as Director of the HC. Professor Hagen has tenure in CEE and a joint appointment in CCT. Based on the goals established by the ORED review, Dr. Hagen has been charged with developing and implementing a strategic plan for the HC, building a research and outreach program that engages and informs stakeholders in the emergency management community, and conducting innovative research that will enhance the capacity of Louisiana Sea Grant to support the Weather Ready Nation goal of NOAA.

The HC is currently focused on the development of CERA, the state-of-the-art, online, interactive, Google-based mapping technology (see <http://coastalemergency.org>). Louisiana Sea Grant envisioned and partially funded the development of CERA so that LSU can provide advice

to various local, state and federal emergency response teams including the National Weather Service in Louisiana (Slidell and Lake Charles) and the Louisiana Governor's Office of Homeland Security and Emergency Preparedness. The HC in conjunction with its sister center at Chapel Hill (the Department of Homeland Security / University of North Carolina Coastal Resilience Center of Excellence) has established an operational forecasting system for the coasts of Louisiana, Mississippi, and Alabama, known as the ADCIRC Surge Guidance System (ASGS) that predicts wind, waves and surge impacting the Louisiana coastline during the approach and landfall of tropical cyclones based on track and wind field predictions from the National Weather Service.

### **3. Review of Business Plan**

Several new grants underscore the HC's commitment to supporting the advancement of ASGS and CERA. First, the Louisiana Sea Grant is awarding new funding to Dr. Hagan and Carola Kaiser (the chief CERA developer) for related research on coastal Louisiana geography, and to conduct annual workshops at three LSU AgCenter locations in Hammond, Houma, and Lake Charles, Louisiana. Secondly, three new DHS / UNC Coastal Resilience Center of Excellence grants are being awarded to LSU teams. These grants solidify the strong relationship that the HC has had with its sister center at Chapel Hill. Further, the HC plays an active role in three prestigious NSF grants including a NSF Coastal SEES, the NSF STORM project, and the latest a NSF Cyber SEES.

The HC budget includes funding from the Louisiana Sea Grant College Program, and the beginning of what is expected to be strong federal, state and local funding from granting agencies. Established revenue totals for the five-year period already exceed \$1.6M. A promising proposal (\$1.1M) has been submitted to the Gulf of Mexico Research Initiative to further expand the center's reach with the modeling of marine tar residues, and numerous other grant proposal initiatives are in the works. Costs associated with existing revenue include salary support for Carola Kaiser, the computer scientist who developed and maintains CERA, a research scientist working on tide, wind-wave and surge modeling, an administrative assistant, and partial support of Dr. Hagen's salary. The LSU ORED will consider an operating budget to provide support for the Hurricane Center once a strategic plan is completed during the 2015-2016 AY, including a review of the plan by the LSU Council of Research. The ORED budget will include resources for partial clerical support and annual operations for the center.

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

A detailed Board of Regents Form C reauthorization request and budget is on file with the LSU Office of Academic Affairs.

### **5. Certification of campus (or equivalent) re. paragraph C, Article VII, Section 8.**

Appropriate certification has been provided by the campus.

**RECOMMENDATION:**

It is recommended that the Board of Supervisors approve of the following resolution:

***“NOW, THEREFORE, BE IT RESOLVED*** that the Board of Supervisors of Louisiana State University does hereby approve the request for reauthorization of the LSU Hurricane Center, subject to approval by the Board of Regents.”



## Academic and Student Affairs Consent Agenda

### ***REQUEST FOR APPROVAL OF THE FULL AUTHORIZATION OF THE PROFESSIONAL SALES INSTITUTE AT LOUISIANA STATE UNIVERSITY AND A&M COLLEGE***

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

**Date: October 23, 2015**

#### **1. Significant Board Matter**

This matter is a significant board matter pursuant to the following provisions of Article VII, Section 8. D. 1. of the Bylaws of the Board of Supervisors:

*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.*

#### **2. Summary of the Matter**

The LSU Professional Sales Institute (PSI) was granted one-year conditional approval by the Board of Regents in October 2014. The PSI is dedicated to the education, training, and development of professional sales leaders and to the discovery and dissemination of sales knowledge. The PSI offers the Professional Sales concentration within the BS in Marketing, prepares students for national sales competitions, connects students with business as interns and full-time employees, and provides opportunity for collaborative scholarly research. Since initial designation the PSI has successfully enrolled 40 students in the Professional Sales concentration, and continues to participate successfully in regional and national sales competitions. A primary goal of the PSI is 100% job placement for Professional Sales graduates. Strategies for the near future include more than doubling enrollment in the Professional Sales concentration, hosting job and career fairs, developing partnerships with businesses to place students in internships, and raising participation on the Sales Team to increase student visibility to major corporations. The PSI aims to secure \$100k in corporate sponsorships in the next year to support the institute's operations and activities.

Sales institutes are becoming a common feature of many flagship universities and top-tier business schools across the United States. Research conducted by LSU's Department of Marketing indicated that over half of LSU's marketing majors would take a job in sales. The 2013 US Census indicates that professional sales jobs are the second largest category after management jobs, with professional sales jobs making up roughly 24% of the workforce. Placement data indicate salaries for these positions exceed \$60K per year.

The PSI works with local businesses by providing a well-trained and qualified workforce for the numerous sales organizations within the state of Louisiana through focused efforts on internships and training students for sales competitions. The PSI actively seeks opportunities for scholarly research with the cooperation of industry partners. This type of research provides both scholarly

and practical insights that will help not only industry partners, but will also advance the body of knowledge in professional sales.

### **3. Review of Business Plan**

James and Laura Parr provided a \$400,000 charitable donation to the LSU Foundation in December 2013 for the Professional Sales Institute, but the PSI will require significant, ongoing, and self-generated financial support. Using a hybrid-funding model (public-private mix), most of the instructional costs for the Professional Sales Concentration will be funded from the Marketing Department operational budget. However, private funds (LSU foundation account) will be needed to support all non-instructional costs related to the PSI (e.g., program administration, travel, marketing communications, special events, equipment, supplies, etc.). Funding sources may include corporate partnerships, charitable gifts, and naming rights. Facilities and equipment needs are met at the existing Business Education Complex at LSU. Current faculty and staff needs are funded by both the PSI and the College of Business.

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

A detailed Board of Regents Form B proposal and budget form is on file with the LSU Office of Academic Affairs.

### **5. Certification of campus (or equivalent) re. paragraph C, Article VII, Section 8.**

Appropriate certification has been provided by the campus.

### **RECOMMENDATION:**

It is recommended that the Board of Supervisors approve of the following resolution:

***NOW, THEREFORE, BE IT RESOLVED*** that the Board of Supervisors of Louisiana State University does hereby approve the request for the full authorization of the Professional Sales Institute, subject to approval by the Board of Regents.



## Academic and Student Affairs Consent Agenda

### ***REQUEST FROM LSU A&M FOR APPROVAL TO AWARD THREE POSTHUMOUS DEGREES***

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

**Date: October 23, 2015**

#### **1. Significant Board Matter**

This matter is a significant board matter pursuant to the following provisions of Article VII, Section 8. D. 1. of the Bylaws of the Board of Supervisors:

*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.*

#### **2. Summary of the Matter**

LSU A&M is requesting approval to award a Doctor of Philosophy in Physics & Astronomy to **Anton Joe**, and a Master of Science in Physics & Astronomy to **Ishita Maity**, both posthumously. The two students died in April 2015. Mr. Joe had successfully passed his departmental Qualifier Exam and General Exam. He had published one article, and was working on two others that were substantially finished at the time of his death. Together, these papers were the equivalent of a thesis. Ms. Maity had passed her departmental Qualifier Exam. While she had not yet made substantial progress toward completing a PhD thesis, she was doing well in her spring courses. If completed these courses would have given her a total of 38 credit hours, sufficient for a Master's degree. Both of these students were in good academic standing, and had completed substantially all of the requirements for the requested degrees. Dean Cynthia Peterson of the College of Science and Dean Michelle Masse of the Graduate School have endorsed this request. Department of Physics Chair Mike Cherry indicated in his request, "This department will be honored to have them as alumni."

LSU A&M is requesting approval to award a Master of Music posthumously to **Matthew Hollier** who died in March 2015. At the time of his death, Mr. Hollier was nearly complete with his degree and was in good academic standing. The faculty members of his thesis committee have confirmed that his research results were complete, and would have been easily assembled into final form equivalent to a thesis. Dean Todd Queen of the College of Music & Dramatic Arts and former dean of the Graduate School Gary Byerly endorsed this request. By awarding this degree, the university recognizes Mr. Hollier's accomplishments and academic achievements as a student at LSU.

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

These requests have been reviewed and approved by the appropriate campus faculty and academic administrators, and by the Executive Vice President and Provost.



**4. Certification of Campus (or equivalent) re. paragraph C, Article VII, Section 8.**  
Appropriate certification has been provided by the campus.

**RECOMMENDATION:**

It is recommended that the LSU Board of Supervisors approve the following resolution:

***NOW, THEREFORE, BE IT RESOLVED*** that the Board of Supervisors of Louisiana State University does hereby authorize and award the degree of Doctor of Philosophy in Physics & Astronomy to Anton Joe, posthumously;

***BE IT FURTHER RESOLVED*** that the Board of Supervisors of Louisiana State University does hereby authorize and award the degree of Master of Science in Physics & Astronomy to Ishita Maity, posthumously;

***BE IT FURTHER RESOLVED*** that the Board of Supervisors of Louisiana State University does hereby authorize and award the degree of Master of Music to Matthew Hollier, posthumously.



## Academic and Student Affairs Consent Agenda

### ***REQUEST FOR AUTHORIZATION TO ESTABLISH THE ASTRONAUT SCHOLARSHIP AT LOUISIANA STATE UNIVERSITY AND A&M COLLEGE***

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

**Date: October 23, 2015**

#### **1. Significant Board Matter**

This matter is a significant board matter pursuant to the following provisions of Article VII, Section 8. D. 1. of the Bylaws of the Board of Supervisors:

*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.*

#### **2. Summary of the Matter**

The Astronaut Scholarship Foundation (ASF) is a non-profit organization first established by the Mercury astronauts in 1984. Through the support of astronauts, industry leaders, and educational institutions, the ASF awards merit-based scholarships to juniors and seniors who excel in fields of natural or applied science, engineering, or mathematics, and who have conducted considerable lab work and research in their fields. Candidates for the scholarship must be nominated by university faculty members. A university committee then selects the institution's two nominees to be considered by the ASF. Awardees are those who have shown initiative, creativity, and excellence in their chosen fields.

In summer 2014, LSU was approached to apply to join only 31 other research universities in the country to offer the prestigious ASF scholarship award program. In October 2014, the ASF approved LSU's membership in this program allowing LSU to nominate up to two students per year. Juniors may receive the scholarship for a second year, and would count as one of the two nominations that year. As a condition of receiving \$10,000 annually from the program, the ASF requests that participating institutions match the ASF funds. LSU's Office of Academic Affairs has agreed to provide the matching funds.

#### **3. Review of Business Plan**

The Astronaut Scholarship Foundation has dedicated up to \$10,000 for the current 2015-16 academic year. In the spirit of partnership, the LSU Office of Academic Affairs has agreed to provide the matching funds, which would total no more than \$10,000 per year at \$5,000 per awardee.

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

Detailed documentation of the scholarship program is on file within the Office of Academic Affairs.

**5. Certification of campus (or equivalent) re. paragraph C, Article VII, Section 8.**

Appropriate certification has been provided by the campus.

**RECOMMENDATION:**

It is recommended that the Board of Supervisors approve of the following resolution:

***WHEREAS*** the Astronaut Scholarship Foundation has invited and approved Louisiana State University to join the ranks of institutions offering the Astronaut Scholarship; and

***WHEREAS*** LSU, in partnership with the Astronaut Scholarship Foundation, will provide an annual funding match to the ASF scholarship contribution;

***NOW, THEREFORE, BE IT RESOLVED*** that the Board of Supervisors of Louisiana State University does hereby establish the Astronaut Scholarship at Louisiana State University and A&M College.



## Academic and Student Affairs Consent Agenda

### ***REQUEST FROM LOUISIANA STATE UNIVERSITY AND A&M COLLEGE FOR APPROVAL TO ESTABLISH AN ENDOWED PROFESSORSHIP***

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

**Date: October 23, 2015**

#### **1. Significant Board Matter**

This matter is a significant board matter pursuant to the following provisions of Article VII, Section 8. D. 1. of the Bylaws of the Board of Supervisors:

*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.*

#### **2. Summary of the Matter**

Significant donations have been made to the LSU Foundation to establish an endowed professorship and qualify for Board of Regents Support Fund matching funds. The Louisiana Board of Regents approved 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.

Formal establishment is sought for the *Lorraine & Leon August Professorship in Physics & Astronomy* based on donations totaling \$180,000. This professorship will provide annual funds to secure and maintain a highly qualified faculty member in the Department of Physics & Astronomy.

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

Supporting materials for the professorship are in order.

#### **4. Certification of Campus (or equivalent) re. Paragraph C, Article VII, Section 8.**

Appropriate certification from the campus has been obtained.

#### **RECOMMENDATION:**

It is recommended that the Board of Supervisors approve of the following resolution:

***NOW, THEREFORE, BE IT RESOLVED*** that the Board of Supervisors of Louisiana State University hereby approves the request to establish the Lorraine & Leon August Professorship in Physics & Astronomy at LSU A&M College;

and

***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.



## Academic and Student Affairs Consent Agenda

### ***REQUEST FROM LOUISIANA STATE UNIVERSITY AND A&M COLLEGE FOR APPROVAL TO ESTABLISH AN ENDOWED PROFESSORSHIP***

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

**Date: October 23, 2015**

#### **1. Significant Board Matter**

This matter is a significant board matter pursuant to the following provisions of Article VII, Section 8. D. 1. of the Bylaws of the Board of Supervisors:

*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.*

#### **2. Summary of the Matter**

Significant donations have been made to the LSU Foundation to establish an endowed professorship and qualify for Board of Regents Support Fund matching funds. The Louisiana Board of Regents approved 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.

Formal establishment is sought for the *Luke V. Guarisco Distinguished Professorship in American History #3* based on donations totaling \$60,000. This professorship will provide annual funds to secure and maintain a highly qualified faculty member in the Department of History.

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

Supporting materials for the professorship are in order.

#### **4. Certification of Campus (or equivalent) re. Paragraph C, Article VII, Section 8.**

Appropriate certification from the campus has been obtained.

#### **RECOMMENDATION:**

It is recommended that the Board of Supervisors approve of the following resolution:

***NOW, THEREFORE, BE IT RESOLVED*** that the Board of Supervisors of Louisiana State University hereby approves the request to establish the Luke V. Guarisco Distinguished Professorship in American History #3 at LSU A&M College;

and

***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.



## Academic and Student Affairs Consent Agenda

### ***REQUEST FROM LOUISIANA STATE UNIVERSITY AND A&M COLLEGE FOR APPROVAL TO ESTABLISH AN ENDOWED PROFESSORSHIP***

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

**Date: October 23, 2015**

#### **1. Significant Board Matter**

This matter is a significant board matter pursuant to the following provisions of Article VII, Section 8. D. 1. of the Bylaws of the Board of Supervisors:

*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.*

#### **2. Summary of the Matter**

Significant donations have been made to the LSU Foundation to establish an endowed professorship and qualify for Board of Regents Support Fund matching funds. The Louisiana Board of Regents approved 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.

Formal establishment is sought for the *Wedon T. Smith Professorship in Civil Law #2* based on donations totaling \$60,000. This professorship will provide annual funds to secure and maintain a highly qualified faculty member in the LSU A&M Paul M. Hebert Law Center.

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

Supporting materials for the professorship are in order.

#### **4. Certification of Campus (or equivalent) re. Paragraph C, Article VII, Section 8.**

Appropriate certification from the campus has been obtained.

#### **RECOMMENDATION:**

It is recommended that the Board of Supervisors approve of the following resolution:

***NOW, THEREFORE, BE IT RESOLVED*** that the Board of Supervisors of Louisiana State University hereby approves the request to establish the *Wedon T. Smith Professorship in Civil Law #2* at LSU A&M College;



and

***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.



## Academic and Student Affairs Consent Agenda

### ***REQUEST FROM LOUISIANA STATE UNIVERSITY AND A&M COLLEGE FOR APPROVAL TO ESTABLISH AN ENDOWED CHAIR***

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

**Date: October 23, 2015**

#### **1. Significant Board Matter**

This matter is a significant board matter pursuant to the following provisions of Article VII, Section 8. D. 1. of the Bylaws of the Board of Supervisors:

*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.*

#### **2. Summary of the Matter**

Significant donations have been made to the LSU Foundation to establish an endowed chair and qualify for Board of Regents Support Fund matching funds. The Louisiana Board of Regents approved Endowed Chairs Subprogram matches non-State contributions of at least \$600,000 with \$400,000 increments from the BoRSF.

Formal establishment is sought for the *Dr. Shirley C. Tucker Chair in Plant Systematics* based on donations totaling \$1,200,000. This chair, to be established in the Department of Biological Sciences, will provide annual funds to attract and secure a nationally or an internationally distinguished scholar to Louisiana.

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

Supporting materials for the chair are in order.

#### **4. Certification of Campus (or equivalent) re. Paragraph C, Article VII, Section 8.**

Appropriate certification from the campus has been obtained.

#### **RECOMMENDATION:**

It is recommended that the Board of Supervisors approve of the following resolution:

***NOW, THEREFORE, BE IT RESOLVED*** that the Board of Supervisors hereby approves the request to establish the Dr. Shirley C. Tucker Chair in Plant Systematics at LSU A&M College;

and

***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.



## Academic and Student Affairs Consent Agenda

### ***REQUEST FROM LOUISIANA STATE UNIVERSITY AND A&M COLLEGE FOR APPROVAL TO ESTABLISH AN ENDOWED SUPERIOR GRADUATE STUDENT SCHOLARSHIP***

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

**Date: October 23, 2015**

#### **1. Significant Board Matter**

This matter is a significant board matter pursuant to the following provisions of Article VII, Section 8. D. 1. of the Bylaws of the Board of Supervisors:

*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.*

#### **2. Summary of the Matter**

Significant donations have been made to the LSU Foundation to establish an Endowed Superior Graduate Student Scholarship and 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.

Formal establishment is sought for the *A. K. & Shirley Barton Superior Graduate Student Scholarship in Chemical Engineering* based on donations totaling \$60,000. This graduate scholarship will provide annual funds to recruit, retain, and graduate excellent graduate and first professional degree students as well as engage post-doctoral fellows in the Cain Department of Chemical Engineering.

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

Supporting materials for the scholarship are in order.

#### **4. Certification of Campus (or equivalent) re. Paragraph C, Article VII, Section 8.**

Appropriate certification from the campus has been obtained.

**RECOMMENDATION:**

It is recommended that the Board of Supervisors approve of the following resolution:

***NOW, THEREFORE, BE IT RESOLVED*** that the Board of Supervisors of Louisiana State University hereby approves the request to establish the A. K. & Shirley Barton Superior Graduate Student Scholarship in Chemical Engineering at LSU A&M College;

and

***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 scholarship.



## Academic and Student Affairs Consent Agenda

# ***REQUEST FROM LOUISIANA STATE UNIVERSITY AND A&M COLLEGE FOR APPROVAL TO ESTABLISH AN ENDOWED SUPERIOR GRADUATE STUDENT SCHOLARSHIP***

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

**Date: October 23, 2015**

### **1. Significant Board Matter**

This matter is a significant board matter pursuant to the following provisions of Article VII, Section 8. D. 1. of the Bylaws of the Board of Supervisors:

*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.*

### **2. Summary of the Matter**

Significant donations have been made to the LSU Foundation to establish an Endowed Superior Graduate Student Scholarship and 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.

Formal establishment is sought for the *Carraway Foundation Graduate Excellence Scholarship* based on donations totaling \$60,000. This graduate scholarship will provide annual funds to recruit, retain, and graduate excellent graduate and first professional degree students as well as engage post-doctoral fellows in the Craft & Hawkins Department of Petroleum Engineering.

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

Supporting materials for the scholarship are in order.

### **4. Certification of Campus (or equivalent) re. Paragraph C, Article VII, Section 8.**

Appropriate certification from the campus has been obtained.

**RECOMMENDATION:**

It is recommended that the Board of Supervisors approve of the following resolution:

***NOW, THEREFORE, BE IT RESOLVED*** that the Board of Supervisors of Louisiana State University hereby approves the request to establish the Carraway Foundation Graduate Excellence Scholarship at LSU A&M College;

and

***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 scholarship.



## Academic and Student Affairs Consent Agenda

# ***REQUEST FROM LOUISIANA STATE UNIVERSITY AND A&M COLLEGE FOR APPROVAL TO ESTABLISH AN ENDOWED SUPERIOR GRADUATE STUDENT SCHOLARSHIP***

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

**Date: October 23, 2015**

### **1. Significant Board Matter**

This matter is a significant board matter pursuant to the following provisions of Article VII, Section 8. D. 1. of the Bylaws of the Board of Supervisors:

*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.*

### **2. Summary of the Matter**

Significant donations have been made to the LSU Foundation to establish an Endowed Superior Graduate Student Scholarship and 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.

Formal establishment is sought for the *Charles O. Peyton Superior Graduate Student Scholarship in Chemical Engineering* based on donations totaling \$120,000. This graduate scholarship will provide annual funds to recruit, retain, and graduate excellent graduate and first professional degree students as well as engage post-doctoral fellows in the Cain Department of Chemical Engineering.

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

Supporting materials for the scholarship are in order.

### **4. Certification of Campus (or equivalent) re. Paragraph C, Article VII, Section 8.**

Appropriate certification from the campus has been obtained.



**RECOMMENDATION:**

It is recommended that the Board of Supervisors approve of the following resolution:

***NOW, THEREFORE, BE IT RESOLVED*** that the Board of Supervisors of Louisiana State University hereby approves the request to establish the Charles O. Peyton Superior Graduate Student Scholarship in Chemical Engineering at LSU A&M College;

and

***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 scholarship.



## Academic and Student Affairs Consent Agenda

### ***REQUEST FROM LOUISIANA STATE UNIVERSITY AND A&M COLLEGE FOR APPROVAL TO ESTABLISH AN ENDOWED SUPERIOR GRADUATE STUDENT SCHOLARSHIP***

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

**Date: October 23, 2015**

#### **1. Significant Board Matter**

This matter is a significant board matter pursuant to the following provisions of Article VII, Section 8. D. 1. of the Bylaws of the Board of Supervisors:

*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.*

#### **2. Summary of the Matter**

Significant donations have been made to the LSU Foundation to establish an Endowed Superior Graduate Student Scholarship and 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.

Formal establishment is sought for the *Hannelore & Johannes Storz Graduate Student Excellence Fund* based on donations totaling \$60,000. This graduate scholarship will provide annual funds to recruit, retain, and graduate excellent graduate and first professional degree students as well as engage post-doctoral fellows in the Department of Pathobiological Sciences.

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

Supporting materials for the scholarship are in order.

#### **4. Certification of Campus (or equivalent) re. Paragraph C, Article VII, Section 8.**

Appropriate certification from the campus has been obtained.

**RECOMMENDATION:**

It is recommended that the Board of Supervisors approve of the following resolution:

***NOW, THEREFORE, BE IT RESOLVED*** that the Board of Supervisors of Louisiana State University hereby approves the request to establish the Hannelore & Johannes Storz Graduate Student Excellence Fund at LSU A&M College;

and

***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 scholarship.



## Academic and Student Affairs Consent Agenda

# ***REQUEST FROM LOUISIANA STATE UNIVERSITY AND A&M COLLEGE FOR APPROVAL TO ESTABLISH AN ENDOWED SUPERIOR GRADUATE STUDENT SCHOLARSHIP***

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

**Date: October 23, 2015**

### **1. Significant Board Matter**

This matter is a significant board matter pursuant to the following provisions of Article VII, Section 8. D. 1. of the Bylaws of the Board of Supervisors:

*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.*

### **2. Summary of the Matter**

Significant donations have been made to the LSU Foundation to establish an Endowed Superior Graduate Student Scholarship and 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.

Formal establishment is sought for the *Kevin Kelty Superior Finance Graduate Student Scholarship* based on donations totaling \$60,000. This graduate scholarship will provide annual funds to recruit, retain, and graduate excellent graduate and first professional degree students as well as engage post-doctoral fellows in the Department of Finance.

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

Supporting materials for the scholarship are in order.

### **4. Certification of Campus (or equivalent) re. Paragraph C, Article VII, Section 8.**

Appropriate certification from the campus has been obtained.

**RECOMMENDATION:**

It is recommended that the Board of Supervisors approve of the following resolution:

***NOW, THEREFORE, BE IT RESOLVED*** that the Board of Supervisors of Louisiana State University hereby approves the request to establish the Kevin Kelty Superior Finance Graduate Student Scholarship at LSU A&M College;

and

***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 scholarship.



## Academic and Student Affairs Consent Agenda

### ***REQUEST FROM LOUISIANA STATE UNIVERSITY AND A&M COLLEGE FOR APPROVAL TO ESTABLISH AN ENDOWED SUPERIOR GRADUATE STUDENT SCHOLARSHIP***

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

**Date: October 23, 2015**

#### **1. Significant Board Matter**

This matter is a significant board matter pursuant to the following provisions of Article VII, Section 8. D. 1. of the Bylaws of the Board of Supervisors:

*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.*

#### **2. Summary of the Matter**

Significant donations have been made to the LSU Foundation to establish an Endowed Superior Graduate Student Scholarship and 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.

Formal establishment is sought for the *Lorraine & Leon August Superior Graduate Student Scholarship in Physics & Astronomy* based on donations totaling \$120,000. This graduate scholarship will provide annual funds to recruit, retain, and graduate excellent graduate and first professional degree students as well as engage post-doctoral fellows in the Department of Physics & Astronomy.

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

Supporting materials for the scholarship are in order.

#### **4. Certification of Campus (or equivalent) re. Paragraph C, Article VII, Section 8.**

Appropriate certification from the campus has been obtained.

**RECOMMENDATION:**

It is recommended that the Board of Supervisors approve of the following resolution:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University hereby approves the request to establish the Lorraine & Leon August Superior Graduate Student Scholarship in Physics & Astronomy at LSU A&M College;

and

**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 scholarship.



## Academic and Student Affairs Consent Agenda

# ***REQUEST FROM LOUISIANA STATE UNIVERSITY AND A&M COLLEGE FOR APPROVAL TO ESTABLISH AN ENDOWED SUPERIOR GRADUATE STUDENT SCHOLARSHIP***

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

**Date: October 23, 2015**

### **1. Significant Board Matter**

This matter is a significant board matter pursuant to the following provisions of Article VII, Section 8. D. 1. of the Bylaws of the Board of Supervisors:

*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.*

### **2. Summary of the Matter**

Significant donations have been made to the LSU Foundation to establish an Endowed Superior Graduate Student Scholarship and 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.

The *Mark & Carolyn Campbell Guidry Doctoral Fellowship in the Electrical & Computer Engineering Division* is established based on donations totaling \$180,000. This graduate scholarship will provide annual funds to recruit, retain, and graduate excellent graduate and first professional degree students as well as engage post-doctoral fellows in the School of Electrical Engineering & Computer Science.

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

Supporting materials for the scholarship are in order.

### **4. Certification of Campus (or equivalent) re. Paragraph C, Article VII, Section 8.**

Appropriate certification from the campus has been obtained.



**RECOMMENDATION:**

It is recommended that the Board of Supervisors approve of the following resolution:

***NOW, THEREFORE, BE IT RESOLVED*** that the Board of Supervisors of Louisiana State University hereby approves the request to establish the Mark & Carolyn Campbell Guidry Doctoral Fellowship in the Electrical & Computer Engineering Division at LSU A&M College;

and

***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 scholarship.



## Academic and Student Affairs Consent Agenda

# ***REQUEST FROM LOUISIANA STATE UNIVERSITY AND A&M COLLEGE FOR APPROVAL TO ESTABLISH AN ENDOWED SUPERIOR GRADUATE STUDENT SCHOLARSHIP***

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

**Date: October 23, 2015**

### **1. Significant Board Matter**

This matter is a significant board matter pursuant to the following provisions of Article VII, Section 8. D. 1. of the Bylaws of the Board of Supervisors:

*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.*

### **2. Summary of the Matter**

Significant donations have been made to the LSU Foundation to establish an Endowed Superior Graduate Student Scholarship and 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.

Formal establishment is sought for the *Michael A. Blue Endowed Superior Graduate Student Scholarship in Finance* based on donations totaling \$60,000. This graduate scholarship will provide annual funds to recruit, retain, and graduate excellent graduate and first professional degree students as well as engage post-doctoral fellows in the Department of Finance.

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

Supporting materials for the scholarship are in order.

### **4. Certification of Campus (or equivalent) re. Paragraph C, Article VII, Section 8.**

Appropriate certification from the campus has been obtained.

**RECOMMENDATION:**

It is recommended that the Board of Supervisors approve of the following resolution:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University hereby approves the request to establish the Michael A. Blue Endowed Superior Graduate Student Scholarship in Finance at LSU A&M College;

and

**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 scholarship.



## Academic and Student Affairs Consent Agenda

# ***REQUEST FROM LOUISIANA STATE UNIVERSITY AND A&M COLLEGE FOR APPROVAL TO ESTABLISH AN ENDOWED SUPERIOR GRADUATE STUDENT SCHOLARSHIP***

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

**Date: October 23, 2015**

### **1. Significant Board Matter**

This matter is a significant board matter pursuant to the following provisions of Article VII, Section 8. D. 1. of the Bylaws of the Board of Supervisors:

*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.*

### **2. Summary of the Matter**

Significant donations have been made to the LSU Foundation to establish an Endowed Superior Graduate Student Scholarship and 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.

Formal establishment is sought for the *Dr. Shirley C. Tucker Superior Graduate Student Scholarship* based on donations totaling \$240,000. This graduate scholarship will provide annual funds to recruit, retain, and graduate excellent graduate and first professional degree students as well as engage post-doctoral fellows in the Department of Biological Sciences.

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

Supporting materials for the scholarship are in order.

### **4. Certification of Campus (or equivalent) re. Paragraph C, Article VII, Section 8.**

Appropriate certification from the campus has been obtained.

**RECOMMENDATION:**

It is recommended that the Board of Supervisors approve of the following resolution:

***NOW, THEREFORE, BE IT RESOLVED*** that the Board of Supervisors of Louisiana State University hereby approves the request to establish the Dr. Shirley C. Tucker Superior Graduate Student Scholarship at LSU A&M College;

and

***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 scholarship.

## Recommendation to Approve FY 2016-2017 Operating Budget Request

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

**Date: October 23, 2015**

Pursuant to Article VII, Section 8 D.1 of the Bylaws of the Louisiana State University and Agricultural and Mechanical College 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 the Matter

Each year a budget request that details the needs of all LSU campuses and entities for the upcoming fiscal year is completed. The budget request for formula campuses is prepared under instructions issued by the State in which modifications are made to existing operating budget forms. Officially, the total budget request for state funds for formula campuses is submitted by the Board of Regents to the Division of Administration and Legislature with a request for funding of the formula for higher education as calculated that year. On Wednesday, October 28th, the Board of Regents will approve a budget request for postsecondary education based on a preliminary formula calculation for the formula institutions. That formula will then be updated in the spring as additional information becomes available and presented as the final request to the Legislature at the end of March.

In addition, the Division of Administration's higher education budget manager has requested that formula campuses submit information on operational or expanded need activities (Attachment I) that the campuses identify as priority for funding. It should be clearly understood that the submission of these operational or expanded need items is **not** part of the "official" budget request, and is only submitted at the request of the Division of Administration higher education budget manger. The due date was October 15<sup>th</sup> for this requested information.

The Pennington Biomedical Research Center and the LSU Health Care Services Division are not considered formula campuses and must prepare separate budget requests using standard budget forms issued by the Division of Administration. Unlike the formula campuses, requests for specific operational or expanded needs prepared by these non-formula campuses (if applicable) are considered a part of their official request, and can be found at Attachment II.

In 2013, the LSU Board of Supervisors ("Board") embarked on a LSU2015 planning initiative appointing a 10-member panel (transition advisory team) tasked with providing information to the Board to facilitate the reshaping of the LSU System. The goal of LSU2015 was to bring together the resources of the various units of the prior LSU System to create a single, globally competitive LSU with statewide reach that is more efficient and more productive in the areas of educating its students, creating robust collaborative research, delivering effective health care, impacting economic development and conducting public service activities. In keeping with the spirit and intent of these planning efforts, an organizational and budgetary alignment of the Board and System Administration with the LSU A&M organizational structure was implemented in July 2015.

Similarly, the Board also approved the realignment of the Paul M. Hebert Law Center with the LSU A&M campus. While the Law Center and LSU have a number of shared services, this organizational and budgetary realignment will foster greater unity and will provide additional interdisciplinary academic and research opportunities for students and faculty. The realignment aims to provide cost savings, creative coordination of academic programing; enhancement of educational opportunities for current students and undergraduate and law student recruitment; greater unity of institutional communications and messaging; development of additional opportunities for coordination of

funded research; improved coordination of international programs; broadening funding opportunities; international student recruitment and student educational experiences.

The preliminary total unrestricted budget request for all entities under the supervision of the Board for FY 2016-17 will not be known until the Louisiana Board of Regents releases the preliminary formula for the formula campuses. At that time, a schedule of the budget request will be sent to the Board under separate cover.

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

The campuses have submitted their FY 2016-17 budget requests in the format required by the Division of Administration and the Board of Regents.

### **ATTACHMENTS:**

- I. LSU System FY 2016-17 New and Expanded Service Request from Pennington Biomedical Research Center
- II. LSU System “Informational” Request from formula campuses to the Division of Administration’s Higher Education Budget Manager

### **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (“Board”) does hereby provide authority to the President F. King Alexander (“President”) to approve the preliminary proposed budget request for the fiscal year ending June 30, 2017, said request consisting of state appropriations and total funds for the LSU campuses and entities based on the requests of the respective campuses and entities and the preliminary Board of Regents funding formula, which requests are incorporated herein by reference;

**BE IT FURTHER RESOLVED** that the Board does hereby authorize the President to continue to work with the Board of Regents on the appropriate formula methodology and budget request for the LSU units to be used for the FY 2016-17 budget request and, with notice to the Board, to act on behalf of the Board in approving the final FY 2016-17 budget request for all LSU campuses and entities. The Board hereby delegates all such authority necessary to accomplish such purposes to the President.

**BE IT FURTHER RESOLVED** that the Board does hereby approve the proposed requests for operational or expanded need activities, based on the information provided by the respective LSU campuses and entities in response to the request by the higher education budget manager of the state Division of Administration, which requests are incorporated herein by reference; and

**BE IT FURTHER RESOLVED** that transactions included or referred to in the proposed operating budget that otherwise require Board approval are not approved by mere inclusion in the proposed operating budget.

FORM NE-0  
(8/03)

PENNINGTON BIOMEDICAL RESEARCH CENTER

LSU SYSTEM

NEW OR EXPANDED SERVICE REQUEST

FISCAL YEAR 2016-2017

Page \_\_\_\_\_



**NEW OR EXPANDED SERVICE REQUEST**

FORM NE-AS  
(8/14)  
AFS AGY: 19-609  
FISCAL YEAR 2016-2017

DEPARTMENT NAME: LSU SYSTEM  
AGENCY NAME: LSU SYSTEM

**AGENCY SUMMARY**

PRIORITY	NAME OF SERVICE	PROGRAM	MEANS OF FINANCING		POSITIONS
			GENERAL FUND	TOTAL FUNDS	
1	Basic Metabolic Laboratory Research	Pennington Biomedical Research Center	\$659,000	\$659,000	
2	Bioinformatics Program Development	Pennington Biomedical Research Center	\$730,000	\$730,000	
3	Clinical and Translational Expansion	Pennington Biomedical Research Center	\$1,246,100	\$1,246,100	
TOTALS			\$2,635,100	\$2,635,100	0

## NEW OR EXPANDED SERVICE REQUEST

DEPARTMENT NAME: LSU SYSTEM

AGENCY NAME: LSU SYSTEM

PROGRAM: Pennington Biomedical Research Center

TITLE: Basic Metabolic Laboratory Research

FORM NE-A

(8/14)

AFS AGY: 19-609

FISCAL YEAR 2016-2017

		EXISTING OPERATING BUDGET	REQUESTED INCREASE OPTION 1	2ND YEAR INCREASE OPTION 1	3RD YEAR INCREASE OPTION 1	REQUESTED INCREASE OPTION 2	2ND YEAR INCREASE OPTION 2	3RD YEAR INCREASE OPTION 2
MEANS OF FINANCING:								
1	STATE GENERAL FUND (Direct)		\$659,000	\$383,100	\$357,250			
2	STATE GENERAL FUND BY:							
3	INTERAGENCY TRANSFERS							
4	FEES & SELF-GENERATED							
5	STATUTORY DEDICATIONS							
6	INTERIM EMERGENCY BOARD							
7	FEDERAL FUNDS							
8	TOTAL MEANS OF FINANCING	\$0	\$659,000	\$383,100	\$357,250	\$0	\$0	\$0
9	EXPENDITURES & REQUEST:							
10	Salaries Regular		\$200,000	\$180,000	\$160,000			
11	Other Compensation							
12	Related Benefits		\$84,000	\$75,600	\$67,200			
13	TOTAL PERSONAL SERVICES	\$0	\$284,000	\$255,600	\$227,200	\$0	\$0	\$0
14	Travel							
15	Operating Services		\$62,500	\$63,750	\$65,025			
16	Supplies		\$62,500	\$63,750	\$65,025			
17	TOTAL OPERATING EXPENSES	\$0	\$125,000	\$127,500	\$130,050	\$0	\$0	\$0
18	PROFESSIONAL SERVICES							
19	Other Charges							
20	Debt Service							
21	Interagency Transfers							
22	TOTAL OTHER CHARGES	\$0	\$0	\$0	\$0	\$0	\$0	\$0
23	Acquisitions		\$250,000					
24	Major Repairs							
25	TOTAL ACQ. & MAJOR REPAIRS	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0
26	UNALLOTTED							
27	TOTAL EXPENDITURES & REQUEST	\$0	\$659,000	\$383,100	\$357,250	\$0	\$0	\$0
28	EXCESS (OR DEFICIENCY) OF							
29	FINANCING OVER EXPENDITURES	\$0	\$0	\$0	\$0	\$0	\$0	\$0
30	AUTHORIZED T.O. FTE POSITIONS:							
31	Classified (2100, 5200)							
32	Unclassified (2130)							
33	TOTAL AUTHORIZED T.O. FTE POSITIONS	0	0	0	0	0	0	0
34	TOTAL AUTHORIZED OTHER CHARGES POSITIONS*							
35	TOTAL NON-T.O. FTE POSITIONS**							

\* Authorized Other Charges Positions are those reported under Objects 3670, 3680, and 3681.

\*\* Non-T.O. FTE Positions are those reported under Object 2200 (exclude WAEs).

## NEW OR EXPANDED SERVICE REQUEST

DEPARTMENT NAME: LSU SYSTEM

AGENCY NAME: LSU SYSTEM

PROGRAM: Pennington Biomedical Research Center

TITLE: Bioinformatics Program Development

FORM NE-A

(8/14)

AFS AGY: 19-609

FISCAL YEAR 2016-2017

		EXISTING OPERATING BUDGET	REQUESTED INCREASE OPTION 1	2ND YEAR INCREASE OPTION 1	3RD YEAR INCREASE OPTION 1	REQUESTED INCREASE OPTION 2	2ND YEAR INCREASE OPTION 2	3RD YEAR INCREASE OPTION 2
MEANS OF FINANCING:								
1	STATE GENERAL FUND (Direct)		\$730,000	\$447,000	\$414,050			
2	STATE GENERAL FUND BY:							
3	INTERAGENCY TRANSFERS							
4	FEES & SELF-GENERATED							
5	STATUTORY DEDICATIONS							
6	INTERIM EMERGENCY BOARD							
7	FEDERAL FUNDS							
8	TOTAL MEANS OF FINANCING	\$0	\$730,000	\$447,000	\$414,050	\$0	\$0	\$0
9	EXPENDITURES & REQUEST:							
10	Salaries Regular		\$250,000	\$225,000	\$200,000			
11	Other Compensation							
12	Related Benefits		\$105,000	\$94,500	\$84,000			
13	TOTAL PERSONAL SERVICES	\$0	\$355,000	\$319,500	\$284,000	\$0	\$0	\$0
14	Travel							
15	Operating Services		\$62,500	\$63,750	\$65,025			
16	Supplies		\$62,500	\$63,750	\$65,025			
17	TOTAL OPERATING EXPENSES	\$0	\$125,000	\$127,500	\$130,050	\$0	\$0	\$0
18	PROFESSIONAL SERVICES							
19	Other Charges							
20	Debt Service							
21	Interagency Transfers							
22	TOTAL OTHER CHARGES	\$0	\$0	\$0	\$0	\$0	\$0	\$0
23	Acquisitions		\$250,000					
24	Major Repairs							
25	TOTAL ACQ. & MAJOR REPAIRS	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0
26	UNALLOTTED							
27	TOTAL EXPENDITURES & REQUEST	\$0	\$730,000	\$447,000	\$414,050	\$0	\$0	\$0
28	EXCESS (OR DEFICIENCY) OF							
29	FINANCING OVER EXPENDITURES	\$0	\$0	\$0	\$0	\$0	\$0	\$0
30	AUTHORIZED T.O. FTE POSITIONS:							
31	Classified (2100, 5200)							
32	Unclassified (2130)							
33	TOTAL AUTHORIZED T.O. FTE POSITIONS	0	0	0	0	0	0	0
34	TOTAL AUTHORIZED OTHER CHARGES POSITIONS*							
35	TOTAL NON-T.O. FTE POSITIONS**							

\* Authorized Other Charges Positions are those reported under Objects 3670, 3680, and 3681.

\*\* Non-T.O. FTE Positions are those reported under Object 2200 (exclude WAEs).

**NEW OR EXPANDED SERVICE REQUEST**

DEPARTMENT NAME: LSU SYSTEM  
 AGENCY NAME: LSU SYSTEM  
 PROGRAM: Pennington Biomedical Research Center  
 TITLE: Clinical and Translational Expansion

FORM NE-A  
 (8/14)  
 AFS AGY: 19-609  
 FISCAL YEAR 2016-2017

MEANS OF FINANCING:		EXISTING OPERATING BUDGET	REQUESTED INCREASE OPTION 1	2ND YEAR INCREASE OPTION 1	3RD YEAR INCREASE OPTION 1	REQUESTED INCREASE OPTION 2	2ND YEAR INCREASE OPTION 2	3RD YEAR INCREASE OPTION 2
1	STATE GENERAL FUND (Direct)		\$1,246,100	\$1,074,800	\$924,740			
2	STATE GENERAL FUND BY:							
3	INTERAGENCY TRANSFERS							
4	FEES & SELF-GENERATED			\$50,000	\$75,000			
5	STATUTORY DEDICATIONS							
6	INTERIM EMERGENCY BOARD							
7	FEDERAL FUNDS							
8	TOTAL MEANS OF FINANCING	\$0	\$1,246,100	\$1,124,800	\$999,740	\$0	\$0	\$0
9	EXPENDITURES & REQUEST:							
10	Salaries Regular		\$455,000	\$364,000	\$273,000			
11	Other Compensation							
12	Related Benefits		\$191,100	\$152,880	\$114,660			
13	TOTAL PERSONAL SERVICES	\$0	\$646,100	\$516,880	\$387,660	\$0	\$0	\$0
14	Travel							
15	Operating Services		\$200,000	\$204,000	\$208,080			
16	Supplies		\$200,000	\$204,000	\$204,000			
17	TOTAL OPERATING EXPENSES	\$0	\$400,000	\$408,000	\$412,080	\$0	\$0	\$0
18	PROFESSIONAL SERVICES							
19	Other Charges							
20	Debt Service							
21	Interagency Transfers							
22	TOTAL OTHER CHARGES	\$0	\$0	\$0	\$0	\$0	\$0	\$0
23	Acquisitions		\$200,000	\$200,000	\$200,000			
24	Major Repairs							
25	TOTAL ACQ. & MAJOR REPAIRS	\$0	\$200,000	\$200,000	\$200,000	\$0	\$0	\$0
26	UNALLOTTED							
27	TOTAL EXPENDITURES & REQUEST	\$0	\$1,246,100	\$1,124,880	\$999,740	\$0	\$0	\$0
28	EXCESS (OR DEFICIENCY) OF							
29	FINANCING OVER EXPENDITURES	\$0	\$0	\$80	\$0	\$0	\$0	\$0
30	AUTHORIZED T.O. FTE POSITIONS:							
31	Classified (2100, 5200)							
32	Unclassified (2130)							
33	TOTAL AUTHORIZED T.O. FTE POSITIONS	0	0	0	0	0	0	0
34	TOTAL AUTHORIZED OTHER CHARGES POSITIONS*							
35	TOTAL NON-T.O. FTE POSITIONS**							

\* Authorized Other Charges Positions are those reported under Objects 3670, 3680, and 3681.

\*\* Non-T.O. FTE Positions are those reported under Object 2200 (exclude WAEs).

**NEW OR EXPANDED SERVICE REQUEST**

DEPARTMENT NAME: LSU SYSTEM  
 AGENCY NAME: LSU SYSTEM  
 PROGRAM: Pennington Biomedical Research Center  
 TITLE: Basic Metabolic Laboratory Research

FORM NE-B  
 (8/14)  
 AFS AGY: 19-609  
 FISCAL YEAR 2016-2017

1	Explain need for proposed new or expanded service, including how it will fulfill the program's mission, who will be the principal users, and who will primarily benefit from the service.					
2	See attached continuation sheet					
3						
4						
5						
6						
7						
8						
9	How will the proposed new or expanded service affect performance?					
10	If the proposed service affects an existing strategic or operational objective(s), list the objective(s) as it is currently written here:					
11	Strategic (Long range):					
12	Operational (1-Year):					
13	The above objective is not directly affected by the proposal, however there is an impact on a related indicator. (see below)					
14						
15						
16	List a revised version of the objective(s) here, based on the proposed service:					
17	Strategic (Long range):					
18	Operational (1-Year):					
19						
20						
21	If no objective currently exists to measure the effect of the proposed service, write a new objective here: (The objective describes the exact results sought. It must be specific, measurable,					
22	attainable, outcome-oriented and timebound.)					
23	Strategic (Long range):					
24	Operational (1-Year):					
25						
26						
27	Explain the strategies to be used to accomplish the proposed service's objective. Use continuation sheet if necessary.					
28						
29						
30						
31						
32						
34	PERFORMANCE INDICATORS	PRIOR	EXISTING	1st YEAR	1st YEAR	
35		YEAR	OPERATING	OPERATIONAL	OPERATIONAL	
36		ACTUAL	BUDGET	OPTION 1	OPTION 2	
37		Input:				
38		Output:				
39		Outcome:				
40	Efficiency:					
41	Quality:					

**NEW OR EXPANDED SERVICE REQUEST**

DEPARTMENT NAME: LSU SYSTEM  
 AGENCY NAME: LSU SYSTEM  
 PROGRAM: Pennington Biomedical Research Center  
 TITLE: Bioinformatics Program Development

FORM NE-B  
 (8/14)  
 AFS AGY: 19-609  
 FISCAL YEAR 2016-2017

1	Explain need for proposed new or expanded service, including how it will fulfill the program's mission, who will be the principal users, and who will primarily benefit from the service.				
2	See attached continuation sheet				
3					
4					
5					
6					
7					
8					
9	How will the proposed new or expanded service affect performance?				
10	If the proposed service affects an existing strategic or operational objective(s), list the objective(s) as it is currently written here:				
11	Strategic (Long range):				
12	Operational (1-Year):				
13	The above objective is not directly affected by the proposal, however there is an impact on a related indicator. (see below)				
14					
15					
16	List a revised version of the objective(s) here, based on the proposed service:				
17	Strategic (Long range):				
18	Operational (1-Year):				
19					
20					
21	If no objective currently exists to measure the effect of the proposed service, write a new objective here: (The objective describes the exact results sought. It must be specific, measurable,				
22	attainable, outcome-oriented and timebound.)				
23	Strategic (Long range):				
24	Operational (1-Year):				
25					
26					
27	Explain the strategies to be used to accomplish the proposed service's objective. Use continuation sheet if necessary.				
28					
29					
30					
31					
32					
34	PERFORMANCE INDICATORS	PRIOR	EXISTING	1st YEAR	1st YEAR
35		YEAR	OPERATING	OPERATIONAL	OPERATIONAL
36		ACTUAL	BUDGET	OPTION 1	OPTION 2
37		Input:			
38		Output:			
39		Outcome:			
40	Efficiency:				
41	Quality:				

**NEW OR EXPANDED SERVICE REQUEST**

DEPARTMENT NAME: LSU SYSTEM  
 AGENCY NAME: LSU SYSTEM  
 PROGRAM: Pennington Biomedical Research Center  
 TITLE: Clinical and Translational Expansion

FORM NE-B  
 (8/14)  
 AFS AGY: 19-609  
 FISCAL YEAR 2016-2017

1	Explain need for proposed new or expanded service, including how it will fulfill the program's mission, who will be the principal users, and who will primarily benefit from the service.			
2	see attached continuation sheet			
3				
4				
5				
6				
7				
8				
9	How will the proposed new or expanded service affect performance?			
10	If the proposed service affects an existing strategic or operational objective(s), list the objective(s) as it is currently written here:			
11	Strategic (Long range):			
12	Operational (1-Year):			
13	The above objective is not directly affected by the proposal, however there is an impact on a related indicator. (see below)			
14				
15				
16	List a revised version of the objective(s) here, based on the proposed service:			
17	Strategic (Long range):			
18	Operational (1-Year):			
19				
20				
21	If no objective currently exists to measure the effect of the proposed service, write a new objective here: (The objective describes the exact results sought. It must be specific, measurable,			
22	attainable, outcome-oriented and timebound.)			
23	Strategic (Long range):			
24	Operational (1-Year):			
25				
26				
27	Explain the strategies to be used to accomplish the proposed service's objective. Use continuation sheet if necessary.			
28				
29				
30				
31				
32				
34		PRIOR	EXISTING	1st YEAR
35		YEAR	OPERATING	OPERATIONAL
36	PERFORMANCE INDICATORS	ACTUAL	BUDGET	OPTION 1
37	Input:			
38	Output:			
39	Outcome:			
40	Efficiency:			
41	Quality:			

**Pennington Biomedical Research Center  
Continuation Sheet for NE-B**

**Basic Metabolic Laboratory Research**

**The Need**

Pennington Biomedical's world renowned research can benefit from additional research programs in diverse areas of metabolic research. There is a need to increase our understanding of key fundamental mechanisms of metabolic processes in order to develop potential prevention or treatments of chronic diseases that affect our community, the state, our nation and the world. These basic research areas are at the core of Pennington Biomedical's research. Pennington Biomedical needs mid- to senior-level faculty who will direct independent basic research programs in areas of metabolic research.

**The Strategy**

Pennington Biomedical will recruit mid- to senior-level faculty to develop and direct independent research programs in relevant areas of basic metabolic research.



**Pennington Biomedical Research Center  
Continuation Sheet for NE-B**

**Bioinformatics Program Development**

**The Need**

Pennington Biomedical's world renowned research can benefit from increased capability in the processing and analyzing biological data in diverse areas such as gene expression and regulation; protein structure and expression; and many others. Bioinformatics is the key to understanding some of the complex questions that are at the core of some of Pennington Biomedical's research, and the Center needs increased expertise in this area of science. To provide this expertise, Pennington Biomedical needs mid- to senior-level faculty who will work with our existing faculty, and will expand the capabilities of biological research data analysis using bioinformatics.

**The Strategy**

Pennington Biomedical will recruit mid- to senior-level faculty to work with our existing faculty to expand the capabilities of biological research data analysis using bioinformatics.

**Pennington Biomedical Research Center  
Continuation Sheet for NE-B**

**Clinical and Translational Science Expansion/  
Prevention and Treatment of Chronic Diseases**

**The Need**

Pennington Biomedical Research Center is a model for clinical and translational research since its faculty and programs span basic, clinical, and population research around a common theme – research in nutrition and preventive medicine. Pennington Biomedical has an excellent clinical/translational research base, a good track record of postgraduate career development and a history of contribution to technology development to advance the clinical/translational research field. One of the most remarkable aspects of Pennington is the commitment to developing support systems in clinical research, including electronic applications that are more sophisticated than commercially available programs. This system of clinical research support results from 18 year investment in systems and tools to support researchers. This effort represents more than 1 million man-hours in developing electronic support systems for clinical research. Because of Pennington's expertise in clinical and translational research, Pennington Biomedical is the prime institution in the Louisiana Clinical and Translational Science (LA CaTS) Center, a state-wide collaborative effort to which recently secured a \$20 million NIH Clinical And Translational Science award.

Pennington has also been at the forefront of research in prevention and treatment of obesity and lifestyle related chronic diseases. Obesity leads to chronic diseases such as type 2 diabetes and cardiovascular diseases such as strokes and heart attacks. In 2008, over 2/3 of Louisianans are overweight or obese - a ranking which places Louisiana at the top of the national list; ultimately this leads to increased healthcare costs. In fact, calculations performed in 2000 showed that obesity accounts for 12.9% of Louisiana Medicaid expenditures, 7.4% of Medicare expenditures and 6.4% of overall health expenditures - totaling \$1.4 billion dollars. These staggering statistics lead policy makers to invest in obesity prevention strategies in an effort to reduce obesity and downstream chronic diseases such as type 2 diabetes, and cardiovascular disease. Pennington seeks to expand research program in the prevention and treatment of chronic diseases to address the problems faced by Louisiana and the nation.

In order to fully realize these projects, Pennington needs to expand its core of Clinical Research doctors/researchers and take advantage of the newly constructed clinical and imaging space on the campus.

**The Strategy**

The LA CaTS Project will synergize and catalyze the advancement of clinical and translational research in the region and will engage researchers LSUHSC in New Orleans and Shreveport, LSU A&M, Xavier University, the Children's Hospital, and the Tulane Medical Center, . The LA CaTS Project will foster the rebirth of clinical research in Baton Rouge, New Orleans, and other medical centers around the state. The vision for the LA CaTS Project is to promote pilot and collaborative research and to promote the development of research infrastructure that can not only expand the research base from existing levels, but also improve efficiency and speed of clinical research. The expanded research base will be fostered by the development of a clinical trials network and promotion of continuing education in clinical research skills. The long-term vision for the LA CaTS Project is to engage clinical and translational researchers throughout the state, with the LA CaTS Project serving as a platform to supply research resources. The project will develop innovative multidisciplinary graduate education programs with a goal of advancing discovery by training individuals in multiple areas at the interface of disciplines. Simply put, the LA CaTS Center will seek to transform the local and regional environment for clinical and translational research, to create an academic home for training of future clinical and translational researchers and to advance the discipline of clinical and translational research.

The investment in obesity/lifestyle research at Pennington will capitalize on the work done to date and will both accelerate the pace and broaden the scope of the research conducted, leading to vital new information. Pennington currently has several research studies designed to establish key determinants of obesity, and the subsequent development of type 2 diabetes and other obesity and lifestyle related chronic diseases. These studies are not reaching their full potential, and are critically in need of financial support ensuring their sustainability. The knowledge gained will ultimately benefit all

Louisianians by providing better information to lawmakers, public health officials, and the Louisiana medical community.

**NEW OR EXPANDED SERVICE REQUEST**

FORM NE-C  
(8/02)  
AFS AGY: 19-609  
FISCAL YEAR 2016-2017

DEPARTMENT NAME: LSU SYSTEM  
AGENCY NAME: LSU SYSTEM  
PROGRAM: Pennington Biomedical Research Center  
TITLE: Basic Metabolic Laboratory Research

1	Explain the funds requested for each line item by object. Identify specific new positions requested. Use continuation sheet if necessary.					
2						
3	<b>PERSONNEL:</b>	<b>Annual Salary</b>	<b>% FTE</b>	<b># of Mos</b>	<b>Amt Requested</b>	
4						
5						
6	Faculty, Basic Metabolic Research Area:	150,000	100%	12	150,000	PhD/Professor
7	Postdoctoral Researcher	50,000	100%	12	50,000	Bioinformatics Postdoc
8						
9						
10						
11	<b>SUBTOTAL, SALARIES</b>				200,000	
12	Staff Benefits at 42% of salaries	42%			84,000	
13	<b>TOTAL PERSONNEL SERVICES</b>				284,000	
14						
15						
16	<b>TRAVEL</b>				0	
17						
18	<b>OPERATING SERVICES</b>				62,500	Equipment maintenance, IT services, library services, etc.
19						
20						
21	<b>SUPPLIES</b>				62,500	Research supplies
22						
23						
24	<b>ACQUISITIONS</b>				250,000	Laboratory Startup Funds
25						
26						
27						
28						
29						
30	<b>TOTAL AMOUNT REQUESTED FOR YEAR 1</b>				659,000	
31						
32						
33						
34						
35						
36						

## NEW OR EXPANDED SERVICE REQUEST

FORM NE-C

DEPARTMENT NAME: LSU SYSTEM

(8/02)

AGENCY NAME: LSU SYSTEM

AFS AGY: 19-609

PROGRAM: Pennington Biomedical Research Center

FISCAL YEAR 2016-2017

TITLE: Bioinformatics Program Development

1	Explain the funds requested for each line item by object. Identify specific new positions requested. Use continuation sheet if necessary.					
2						
3	<b>PERSONNEL:</b>	<b>Annual Salary</b>	<b>% FTE</b>	<b># of Mos</b>	<b>Amt Requested</b>	
4						
5						
6	Director, Bioinformatics	200,000	100%	12	200,000	PhD/Professor
7	Postdoctoral Researcher	50,000	100%	12	50,000	Bioinformatics Postdoc
8						
9						
10						
11	<b>SUBTOTAL, SALARIES</b>				250,000	
12	Staff Benefits at 42% of salaries	42%			105,000	
13	<b>TOTAL PERSONNEL SERVICES</b>				355,000	
14						
15						
16	<b>TRAVEL</b>				0	
17						
18	<b>OPERATING SERVICES</b>				62,500	Equipment maintenance, IT services, library services, etc.
19						
20						
21	<b>SUPPLIES</b>				62,500	Research supplies
22						
23						
24	<b>ACQUISITIONS</b>				250,000	Start-up Equipment/Software for Bioinformatics
25						
26						
27						
28						
29						
30	<b>TOTAL AMOUNT REQUESTED FOR YEAR 1</b>				730,000	
31						
32						
33						
34						
35						
36						

**NEW OR EXPANDED SERVICE REQUEST**

FORM NE-C  
(8/02)  
AFS AGY: 19-609  
FISCAL YEAR 2016-2017

DEPARTMENT NAME: LSU SYSTEM  
AGENCY NAME: LSU SYSTEM  
PROGRAM: Pennington Biomedical Research Center  
TITLE: Clinical and Translational Expansion

1	Explain the funds requested for each line item by object. Identify specific new positions requested. Use continuation sheet if necessary.					
2						
3	<b>PERSONNEL:</b>	<b>Annual Salary</b>	<b>% FTE</b>	<b># of Mos</b>	<b>Amt Requested</b>	
4						
5	Clinical Researcher	300,000	100%	12	300,000	MD Clinical Researchers/Professor
6	Research Nurse	60,000	100%	12	60,000	Clinical Testing/Research work
7	Study Coordinator	35,000	100%	12	35,000	Clinical Trial/Study coordination
8	Clinical Staff	30,000	200%	12	60,000	For research/administrative support.
9						
10						
11	<b>SUBTOTAL, SALARIES</b>				455,000	
12	Staff Benefits at 42% of salaries	42%			191,100	
13	<b>TOTAL PERSONNEL SERVICES</b>				646,100	
14						
15						
16	<b>TRAVEL</b>				0	
17						
18	<b>OPERATING SERVICES</b>				200,000	Equipment maintenance, IT services, library services, recruiting expenses, subject fees
19						
20						
21	<b>SUPPLIES</b>				200,000	Research supplies
22						
23						
24	<b>ACQUISITIONS</b>				200,000	Start-up Equipment for Clinical MD/Professors
25						
26						
27						
28						
29						
30	<b>TOTAL AMOUNT REQUESTED FOR YEAR 1</b>				1,246,100	
31						
32						
33						
34						
35						
36						

**OPERATIONAL OR EXPANDED NEED  
PRIORITY LISTING**

**LOUISIANA STATE UNIVERSITY "FORMULA" ENTITIES SUMMARY**

**State General Fund (Direct)**

<b>PROJECT/SERVICE</b>		
<b>PRIORITY</b>		<b>AMOUNT</b>
1	LSU A&M - Group Insurance	\$38,880,000
1	LSU A&M - Retirement	\$72,400,000
1	LSU A&M - Faculty and State Merit Increase	\$11,252,000
1	LSU Ag Center - Group Insurance	\$11,648,832
1	LSU Ag Center - Retirement	\$17,511,359
1	LSU Ag Center - Plant Biotechnology/Crop Development	\$2,500,000
2	LSU Ag Center - Water Resources Initiative	\$1,423,856
3	LSU Ag Center - Childhood Obesity - Healthy Lifestyles	\$754,024
4	LSU Ag Center - Healthy Communities	\$3,539,331
5	LSU Ag Center - Food Safety	\$2,622,622
6	LSU Ag Center - LA Center for Rural Initiatives	\$649,667
7	LSU Ag Center - Operational Expense Increases	\$2,765,641
8	LSU Ag Center - 4-H Youth Character/Workforce Development	\$353,671
1	LSUA - Group Insurance	\$1,605,000
1	LSUA - Retirement	\$2,685,000
1	LSUA - Faculty/Staff Salary Increase	\$394,871
2	LSUA - Information Technology & Distance Learning	\$337,000
3	LSUA - Enrollment Management Services	\$263,560
4	LSUA - Library & Scientific Equipment Needs	\$270,000
5	LSUA - Accreditation Support for Emerging Programs	\$408,000
6	LSUA - Student Services - Career Placement	\$333,000
1	LSUE - Group Insurance	\$1,460,219
1	LSUE - Retirement	\$1,908,592
1	LSUE - Position for Director of Institutional Research	\$80,608
2	LSUE - Expansion of Electronic Learning to Increase Access and Success	\$148,995
3	LSUE - Expansion of Modular Math Lab to Meet Student Demand	\$205,840
4	LSUE - Technological Upgrades and Enrollment Management Software	\$300,000
5	LSUE - Position for Degree Auditing and Document Imaging	\$116,824
6	LSUE - LSUE Honors Program	\$91,483
7	LSUE - Increase in Maintenance Operations	\$200,000
1	LSUS - Group Insurance	\$2,715,427
1	LSUS - Retirement	\$3,741,128
1	LSUS - Student Success Center	\$2,000,000
2	LSUS - International Student Recruitment	\$2,000,000
3	LSUS - Enhanced Scholarship Program	\$2,000,000
4	LSUS - Faculty for Graduate Programs	\$2,000,000
5	LSUS - Distance Learning	\$1,000,000
1	LSU HSCNO - Group Insurance	\$10,759,848
1	LSU HSCNO - Retirement	\$17,835,854
1	LSU HSCNO - HCSD Legacy Costs	\$11,281,304
2	LSU HSCNO - Rural Scholars Program	\$2,928,855
3	LSU HSCNO - Public Health Accreditation	\$1,262,600
4	LSU HSCNO - Faculty Promotions	\$288,615
5	LSU HSCNO - Classified Performance Adjustments	\$575,460
6	LSU HSCNO - Library Inflation	\$465,128
7	LSU HSCNO - Inflation	\$526,125
1	LSU HSCS - Group Insurance	\$25,167,873
1	LSU HSCS - Retirement	\$17,576,567
1	LSU HSCS - Operation Funding Continuation from FY 2016	\$31,100,000
1	LSU HSCS - Hospital Legacy Costs Funding Continuation from FY 2016	\$17,957,919
<b>Total</b>		<b>\$330,292,698</b>



## Recommendation to Approve Fees Pursuant to the Authority Granted in Act 377 of the 2015 Legislative Session

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

**Date: October 23, 2015**

Pursuant to Article VII, Section 8, D.1 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 LSU System or any of its campuses or divisions.

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

House Bill 152 (Act 377) of the 2015 Regular Legislative Session provided statutory authority to the LSU Board of Supervisors and other postsecondary management boards to assess additional fees on students within certain parameters in academic years 2015-16 and 2016-17. The parameters include the difference between each Louisiana public postsecondary institution and their respective national peers' average total means of financing (i.e., state and local appropriations plus tuition and fees) per full-time equivalent student. In addition, Louisiana postsecondary institutions must allocate at least five percent (5%) of the additional revenues generated by this fee to need-based student financial aid. These additional fees are not eligible for TOPS.

At its meeting of June 19, 2015, the Board was asked to authorize the President of LSU, with prior notice to the Board Chair and Chair of the Finance, Infrastructure, and Core Development Committee, to act on behalf of the Board in approval of any additional tuition and/or fee increases beyond those already authorized through the GRAD Act up to 10 percent of an institution's 2014-15 resident tuition and fee rate that was authorized as a result of the 2015 Legislative Session. At that time, the Board deferred action on the motion asking for more time to understand the types and amounts of fees that would be proposed. Although the authority granted under Act 377 provides much greater flexibility to the campuses based on the definition of allowable fee increase amounts, campus proposals were restricted to 10% of the total mandatory fees (excluding tuition) charged to full-time resident students per semester in 2015-16. As a point of reference, mandatory fees currently represent approximately one-quarter of the total cost (i.e., tuition and fees) charged to LSU resident undergraduate students.

Beginning in the Spring 2016 semester, LSU A&M, LSU Shreveport, LSU Eunice, LSU Health Science Center in New Orleans and LSU Health Science Center in Shreveport are requesting to increase mandatory fees on its respective campus per the authority granted under Act 377. The proposed new fees would represent between 1.0% (HSC-NO) and 2.6% (LSU A&M) of total resident undergraduate tuition and fees charged at those campuses in 2015-16.

### **2. Review of Business Plans**

LSU A&M requests to create a new Student Excellence Fee that will be assessed to all students. Academic colleges will receive a majority of the revenues generated from the fee to enhance the student experience, specifically related to services that have direct student impact, with the balance going to campus-wide academic and student support initiatives. Funds generated through this new fee will be used for such priorities as additional instructors and teaching assistants to open more class sections and provide supplemental instruction intent on increasing retention and graduation rates via smaller classes and more individualized instruction. In addition, funds would be used to hire student counselors and advisors, and



technology improvements inclusive of technical support personnel, software and hardware upgrades, and course materials. Other focus areas will include classroom enhancements to provide more hands-on learning experiences and supporting student experiential learning opportunities (e.g., internships, workshops, field trips, travel-related expenses for competitions, conferences and study abroad programs).. Finally, funds from this new fee will be used to provide additional resources for mental health counseling and campus security.

**LSU Shreveport** requests to create a new Student Success Center Fee that will be assessed to all students. Currently, LSU Shreveport offers an array of services in support of student success in a distributed model at the university without a strategic university focus, consistent oversight and support. Over time, reductions in budgets, from a combination of state appropriation and declining LSUS enrollment, have eliminated or greatly reduced the level of support in traditional student support activities, including discipline-based help labs. Identified additional needs for support and attention have gone unmet. The development of a campus-wide Student Success Center will centralize and coordinate academic support services and include such services as Math and Writing Centers, tutoring, academic coaching, advising, academic workshop, online resources, and support for the SACSCOC Quality Education Plan.

**LSU Eunice** requests to create a new Student Excellence Fee that will be assessed to all students. LSU Eunice proposes to levy the fee in support of the Louisiana Library Network (LOUIS), tutoring, ADA software and campus safety and security initiatives.

**LSU Health Science Center in New Orleans** requests to create a new Safety and Security Fee that will be assessed to all students. LSU Health Science Center in New Orleans proposes to levy the fee in support of campus safety and security improvements to exterior lighting, security cameras, access controls and the recruitment and retention of campus police personnel. In addition to the \$80 per year request effective for the Spring 2016 semester, the Health Science Center in New Orleans would like to increase the fee to \$200 per year in the future.

**LSU Health Science Center in Shreveport** requests to create a new fee that will be assessed to its Medical students. LSU Health Science Center in Shreveport proposes to levy the fee in support of educational software applications that directly benefit the educational experience of Medical students (e.g., Anatomy Online, Thieme electronic dissector, Moodle, Acalog, Weaveonline, Xitracs, Davinci Mimic, iStan, Pedi, Lucina, Learning Space, and VRMagic Direct Ophthalmoscope).

### 3. Fiscal Impact

The following table provides the proposed fee increases per campus as well as the estimated gross and net fee revenue that is estimated to be generated. As noted earlier, these proposed new fees represent between 1.0% (HSC-NO) and 2.6% (LSU A&M) of total resident undergraduate tuition and fees charged at LSU campuses in 2015-16.

<b>Campus</b>	<b>Proposed Annual Fee</b>	<b>Estimated Gross Revenue</b>	<b>Estimated Net Revenue</b>
LSU A&M	UG/GR \$256; Law \$220; Vet \$246	\$6,900,000	\$6,600,000
LSU in Shreveport	UG \$123; GR \$94	\$362,000	\$325,800
LSU at Eunice	UG \$91	\$171,000	\$162,450
LSU HSC New Orleans	UG/GR \$80	\$247,000	\$235,000
LSU HSC Shreveport	Medicine \$68	\$32,640	\$31,008

**4. Description of Competitive Process**

N/A

**5. Review of Legal Documents**

Act 377 of the 2015 Legislative Session has been reviewed and all proposed fee increases have been deemed to be in compliance with this legislation

**6. Parties of Interest**

N/A

**7. Related Transactions**

N/A

**8. Conflicts of Interest**

N/A

**ATTACHMENTS:**

N/A

**RESOLUTION:**

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "Board") that the Board approves the proposed Student Excellence Fee at LSU A&M; and

**BE IT FURTHER RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "Board") that the Board approves the proposed Student Success Center Fee at LSU in Shreveport; and

**BE IT FURTHER RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "Board") that the Board approves the proposed Student Excellence Fee at LSU in Eunice; and

**BE IT FURTHER RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "Board") that the Board approve the proposed Safety and Security Fee at LSU Health Science Center in New Orleans and that this fee can increase to no more than \$200 per year by FY 2016-2017; and

**BE IT FURTHER RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "Board") that the Board approves the proposed Medical School Fee at LSU Health Science Center in Shreveport; and

**BE IT FURTHER RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "Board") that pursuant to Act 377 of the 2015 Regular Legislative Session, each institution shall allocate an amount of not less than five percent of revenues realized from fees assessed under this authority to provide need-based financial assistance to students at the institution who are eligible to receive a Pell Grant.



## **Recommendation from LSU A&M to Authorize the President to Amend the 2004 Cooperative Endeavor and Lease Agreement with Tiger Athletic Foundation**

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

**Date: October 23, 2015**

Pursuant to Article VII, Section 8. D.2.f. of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

D.2.f. Cooperative endeavor agreements pursuant to Article VII, Section 14 of the Louisiana Constitution, joint ventures, partnerships, and similar agreements, and agreements directly relating thereto.

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

The Tiger Athletic Foundation (“TAF”) is a party to three Cooperative Endeavor Agreements (“CEAs”) with LSU, the 1999 CEA (East Side Addition to Tiger Stadium), 2004 CEA (West Side Addition to Tiger Stadium) and 2012 CEA (South End Zone Addition to Tiger Stadium). These CEAs include lease agreements whereby LSU has leased to TAF the land upon which the stadium additions have been constructed (“Ground Leases”) and TAF has “leased-back” the stadium additions, excluding premium seating areas on game days, to LSU (“Facilities Leases”). Debt incurred by TAF to design and construct the stadium additions and other improvements required under the CEAs is secured by TAF’s Pledged Revenues, which primarily consist of annual Facilities Lease payments made by LSU, and donations made to TAF for the right to purchase season tickets in premium seating areas and a limited number of tickets in other areas of the stadium.

At present, the Louisiana Public Facilities Authority/TAF has approximately \$205 million in outstanding debt secured by Pledged Revenues, a significant portion of which is variable rate (See, Schedule “A”), the majority of which is represented by Bonds issued by the Louisiana Public Facilities Authority (the Authority”) on behalf of TAF.

Over the years TAF has monitored and identified opportunities to mitigate its exposure to variable interest rates. In June 2015, the Authority issued its 2015 Bonds to refund its 1999 Bonds and a portion of its 2004 Bonds to fix the rate on those bonds. Recently, Capital One Municipal Funding, Inc. has proposed to TAF a refunding of the remaining \$53,045,000 of the Authority’s Series 2004 variable rate bonds and the conversion of the rate therein to a fixed rate of 2.416% for a period of seven (7) years, with the rate to be renegotiated at the end of seven (7) years. The 2015A Revenue Refunding Bonds would be secured by a pro rata interest in Pledged Revenues, and covenants associated with the 2015A Revenue Refunding Bonds would be the same as those agreed to in connection with the Series 1999, 2004, 2012 and 2015 Bonds. Refunding bond proceeds would be used exclusively to refund all of the remaining Series 2004 variable interest rate bonds. It should be noted that issuance of the 2015A Revenue Refunding Bonds will not generate any cost savings to TAF based on current variable interest rates (which are near historic lows); however, the issuance of fixed rate bonds will materially reduce TAF’s exposure to future fluctuations in variable interest rates for the next seven (7) years and will also reduce TAF’s exposure related to the extensions of the letters of credit securing the 2004 Bonds and the costs thereof.

The 2004 CEA provides that so long as the 2004 Bonds remain outstanding, the Ground Lease and Facilities Lease may not be cancelled prior to term; however, if TAF were to pay the 2004 Bonds in full using the proceeds from the 2015A Revenue Refunding Bonds, as the 2004 CEA is currently written, LSU would have the option of terminating the Facilities Lease and Ground Lease – which was not the intent of the 2004 CEA with respect to refinancing transactions for the same debt. The 2004 Bonds are currently

scheduled to mature on September 1, 2039, and the Facilities Lease term expires in 2041 (unless terminated sooner).

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

Based on a 2014 debt service coverage ratio of approximately 4:1, TAF has sufficient funds to pay all obligations associated with the proposed transaction. All fees and costs associated with issuance of the proposed Revenue Refunding Bonds, including the reasonable fees and expenses of LSU Counsel, will be paid by TAF from existing funds.

## **3. Fiscal Impact**

None. The proposed transaction will not increase the term of the 2004 Cooperative Endeavor and Lease Agreement or increase LSU's financial obligations in comparison to those that would exist otherwise.

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

The consortium of banks stepped forward and offered the fixed rate option as a result of the RFI issued by LSU earlier this year which resulted in the refunding through Regions Bank and the issuance of the 2015 Bonds on or about June 1, 2015.

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

Before execution by the President, all legal documents will be reviewed by LSU General Counsel for legal sufficiency and compliance with LSU policies, procedures and practices.

## **6. Parties of Interest**

LSU, TAF and a consortium of banks led by Capital One Municipal Funding, Inc. are the primary parties of interest. The proposed 2015A Revenue Refunding Bonds would be issued through the Louisiana Public Facilities Authority.

## **7. Related Transactions**

The Board has previously approved the 2004 Cooperative Endeavor and Lease Agreement with TAF, as well as financing arrangements made by TAF to design, construct and maintain improvements required under the terms of the CEA. The First Amendment to the 2004 Cooperative Endeavor and Lease Agreement was for the purpose of retitling the Bonds and related documents when the issuance ultimately occurred in the year 2004 rather than in the year 2003.

## **8. Conflicts of Interest**

None

### **ATTACHMENT:**

- I. Schedule A – TAF Historical and Existing Debt Related to CEAs

### **RESOLUTION:**

**“NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the “Board”) hereby authorizes its President, Dr. F. King Alexander, or his designee, subject to satisfactory review and approval of final documents by LSU General Counsel, to execute any amendments of or modifications to the terms of the 2004 Cooperative Endeavor and Lease Agreement with Tiger Athletic Foundation (“TAF”) reasonably necessary to provide for the continuation of the 2004 Cooperative Endeavor and Lease Agreement, the issuance, payment and

security of the proposed 2015A Revenue Refunding Bonds and the continued security and payment of TAF's 2004, 2012 and 2015 Bond and Bank indebtedness; said amendments or modifications to contain such terms and conditions as President Alexander, or his designee, with advice of LSU General Counsel, deems to be in the best interest of the Board.

**Be It Further Resolved,** that the Board hereby authorizes its President, Dr. F. King Alexander, or his designee, to execute such other documents, certificates, approvals, agreements and consents as are reasonably necessary in connection with the issuance, payment and security of the proposed 2015A Revenue Refunding Bonds for the benefit of TAF and the continued security and payment of TAF's 2004, 2012 and 2015 Bond and Bank indebtedness.

**Be It Further Resolved,** that the Board, pursuant to the Uniform Affiliation Agreement between it and TAF, finds an acceptable University purpose for TAF to enter into any related or ancillary contracts and agreements reasonably necessary to provide for the issuance, payment and security of the proposed 2015A Revenue Refunding Bonds and related matters.”

## Schedule A --- TAF Historical and Existing Debt Related to CEAs

Series	Form of Offering	Principal		Rate	Credit Enhancement	Final Term
		Original	Existing			
<b>New Money</b>						
1999	public offering	43,575,000	0	refunded	n/a	n/a
1999	taxable bank loan	12,125,000	0	paid off	n/a	n/a
1999	taxable bank loan	5,000,000	0	paid off	n/a	n/a
2001	public offering	10,000,000	0	paid off	n/a	n/a
2004 <sup>1</sup>	public offering	90,000,000	53,045,000	Var. (0.04%)	LOC (2.19%)	9/1/2039
2012 <sup>2</sup>	direct purchase	70,000,000	70,000,000	Var (2.42%)	n/a	9/1/2037
2012 <sup>3</sup>	taxable bank loan	30,000,000	30,000,000	Var (3.18%)	n/a	3/1/2026
<b>Refunding</b>						
2015 <sup>4</sup>	direct purchase	52,000,000	52,000,000	Fixed (2.49%)	n/a	9/1/2028
2015A <sup>5</sup>	direct purchase	53,045,000	to be issued	Fixed (2.417%)	n/a	9/1/2039
Total New Money Issuance			260,700,000			
Existing Debt (New Money & Refunding)			205,045,000			

<sup>1</sup> The Series 2004 bonds will be refunded by Series 2015A. The Series 2004 bonds are secured by a Capital One direct-pay LOC, with FHLB confirmation LOC. With the inclusion of remarketing and rating expenses, the annual cost is approximately 2.19%

<sup>2</sup> The Series 2012 tax exempt bonds pay a variable rate of interest that averaged approximately 2.42% for the past year. With the rate adjustment offered by Capital One, this rate will adjust to 1.92% if rates remain at the current average.

<sup>3</sup> The Series 2012 taxable bonds pay a variable rate of interest that average approximately 3.18% for the past year.

<sup>4</sup> The proposed Series 2015A bonds will pay a fixed rate of interest through 11/1/2022 of 2.417%.



## **Request from LSU A&M to Authorize the President to Execute a Lease for Renovation and Expansion of Football Operations Center with Tiger Athletic Foundation**

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

**Date: October 23, 2015**

Pursuant to Article VII, Section 8. D.2 of the Bylaws of the Louisiana State University Board of Supervisors, 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 the University.

D.2 (b) Any contract or series of related contracts for the design, construction, repair, or renovation of any building or other structure involving a total of \$500,000 or more.

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

Tiger Athletic Foundation (“TAF”) requests consideration and approval of a lease agreement (the “Lease Agreement”) that will permit the expansion and renovation of the LSU Football Operations Center. The proposed expansion and renovation program will include the following specific improvements: expansion and renovation of the weight training room, football locker room, medical / training area, team meeting room, team lounge, administrative offices and related improvements to be completed in two or more phases in accordance with approved Plans and Specifications and at TAF’s cost.

The proposed lease would be effective on January 4, 2016, or the date upon which all of the following have occurred, whichever is later: (a) the Lease is executed and delivered by both parties; (b) all necessary approvals of the Lease, as required by Applicable Laws, are obtained; and, (c) the final Plans and Specifications have been approved and a Notice to Proceed has been authorized and issued in accordance with the terms of the Lease.

To minimize disruption of activities normally conducted in the current facility, the Work will likely be undertaken and completed in two or more phases subject to approval by the LSU Representative. The first phase, primarily consisting of renovation and expansion of the current weight training room, will likely commence in January 2016 and be completed in July, 2016. The second phase, consisting of all remaining work, will commence in January 2017.

The Lease terminates upon donation of all Improvements to Board or June 30, 2018, at the latest.

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

TAF has or will obtain sufficient funds in the form of private contributions donated for the purpose of paying expenses incurred by TAF in connection the design and construction of the Improvements. Pursuant to the terms of the Lease, TAF will donate the Improvements (in one or more phases as completed) to the Board upon completion and acceptance of the work by in accordance with the terms of the Lease.

### **3. Fiscal Impact**

Current estimates indicate that total costs for design and construction of the Improvements will not exceed Fifteen Million Dollars (\$15,000,000). The estimated amount may be increased only with the written consent of TAF and the LSU Representative. All costs and expenses shall be paid by TAF from

private contributions donated for the purpose of supporting the design, construction and related expenses incurred by TAF in connection with the Improvements.

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

Contracts will be negotiated between TAF and one or more contractors following the acceptance of competitive bids and/or receipt of proposals.

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

Before execution by the President, all legal documents will be reviewed by LSU for legal sufficiency and compliance with LSU policies, procedures and practices. Pursuant to the terms of the attached draft of the Lease, Board will grant to TAF and its contractors rights of access and use of LSU property in order to facilitate the construction in phases. Lease provisions include requirements that: construction must be at TAF's expense; construction contracts must be approved by the LSU Representative; contractors must be licensed in Louisiana and provide labor and materials payment bonds for the full amount of the construction contract naming TAF and the Board as dual-obligees; unless waived by the LSU Representative, contractors must provide specific insurance in certain minimum amounts naming the Board and TAF as additional insureds; and, Plans and Specifications must be approved by the LSU Representative prior to commencement of construction.

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

Board, LSU and Tiger Athletic Foundation are the primary parties in interest.

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

None.

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

None

#### **ATTACHMENTS:**

- I. Draft Lease for Renovation and Expansion of Football Operations Center
  - a. Available on the Board of Supervisors' Website
- II. Exhibit A to Lease Agreement

#### **RESOLUTION:**

“NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College authorizes F. King Alexander, in his capacity as President of LSU, to execute a Lease Agreement between the Board and Tiger Athletic Foundation, for renovation and expansion of the LSU Football Operations Center and any additional related agreements as may be reasonably necessary to facilitate the design and construction of the project;

BE IT FURTHER RESOLVED that the Board, pursuant to the Uniform Affiliation Agreement between it and the Tiger Athletic Foundation, finds an acceptable University purpose for Tiger Athletic Foundation to enter into this Lease Agreement, and any related or ancillary contracts and agreements reasonably necessary for the renovation and expansion of the LSU Football Operations Center; and,

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



**LEASE AGREEMENT FOR RENOVATION AND EXPANSION OF  
LSU-FOOTBALL OPERATIONS BUILDING**

**THIS LEASE AGREEMENT FOR RENOVATION AND EXPANSION OF LSU-  
FOOTBALL OPERATIONS BUILDING** (herein "Lease") is entered into as of the dates indicated on the attached Acknowledgments, by and between,

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND  
AGRICULTURAL AND MECHANICAL COLLEGE**, a public constitutional corporation organized and existing under the Constitution and laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, said State, appearing herein through, F. King Alexander, in his capacity as President of LSU, duly authorized and empowered by resolution of said Board of Supervisors (hereinafter referred to as "Board"),

and

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

provides as follows:

**WITNESSETH**

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

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

**WHEREAS**, Board is the owner of the immovable property including but not limited to the building known as the LSU-Football Operations Building (“Building”) and other improvements described on Exhibit “A” (the immovable property, Building and other improvements described on Exhibit “A” are sometimes collectively referred to as the “Land”);

**WHEREAS**, Foundation desires to lease the Land for the purpose of renovating and expanding the Building and constructing related improvements in one or more phases, all at Foundation’s expense and in accordance with design standards established by the Board and/or University, and Board desires to grant Foundation such a lease and limited rights of use and access in order to facilitate construction of such improvements; and,

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

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

**CERTAIN TERMS DEFINED**

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

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

**“Authorization to Proceed”** refers to the authorization that must be given in writing by the LSU Representative before any Work can begin, which authorization shall be required for each phase of the Work, if the Work is divided into phases by Foundation and the LSU Representative.

**“Building”** refers to the LSU-Football Operations Building.

**“Construction Contract”** refers to one or more agreements for the construction of the Improvements entered into by and between the Foundation and the Contractor, including all amendments, modifications, exhibits, schedules, supplements, addenda and change orders to all such agreements.

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

**“Donation Acceptance Requirements”** refers to all events required to occur prior to acceptance by LSU of the donation of Improvements, including but not all limited, to the completion of all Work related to said Improvements; completion of Punch List items required by the LSU Representative to be completed prior to donation to LSU of the Improvements or any phase thereof; compliance with all campus standards identified by the LSU Representative as applicable to said Improvements or any phase thereof; compliance with all applicable code and Division of Administration, Facility Planning and Control requirements; compliance with all

administrative lease requirements identified by the LSU Representative as applicable to the donation of said Improvements or any phase thereof; and compliance with all requirements identified in writing by the University Construction Monitor to Foundation in response to a request from Foundation for acceptance of the donation of any Improvements; provided, however, that the foregoing definition of Donation Acceptance Requirements shall not be interpreted in a manner that would prohibit or otherwise prevent Board from accepting the donation of Improvements in phases or accepting the donation of Improvements, whether in two or more phases, upon Substantial Completion in accordance with the provisions of Section 6.1 of this Lease.

**“Effective Date”** refers to January 4, 2016, or the date upon which all of the following have occurred, whichever is later: (a) this Lease is executed and delivered by the parties hereto; (b) all necessary approvals of this Lease, as required by Applicable Laws, are obtained; and, (c) the final Plans and Specifications have been approved and a Notice to Proceed has been authorized and issued in accordance with the terms of this Lease, including but not limited to Section 4.1B.

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

**“Governmental Authorities”** refers to any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any

nature whatsoever of any governmental unit (federal, state, county, parish, district, municipality, city or otherwise) whether now or hereafter in existence.

**“Improvements”** refers to the proposed expansion, renovations and improvements to the LSU-Football Operations Center required to be constructed by Foundation on the Land in accordance with the Plans and Specifications and the terms of this Lease, said improvements including, but not limited to, the following: expansion and renovation of the weight training room, football locker room, medical / training area, team meeting room, team lounge, administrative offices and related improvements to be completed in two or more phases as approved by the LSU Representative.

**“Land”** refers to that certain parcel of property located on the campus of LSU as shown on Exhibit A hereto, and the Building and improvements located thereon.

**“Leased Premises”** refers to those areas shown on Exhibit B hereto as “Leased Premises” and leased pursuant to the Lease by Board to Foundation.

**“LSU-Football Operations Building”** refers to that certain building located on the campus of LSU as shown on Exhibit A hereto in which the Leased Premises will be located.

**“LSU Representative”** refers to the President of LSU or his designees.

**“Payment and Performance Bonds”** refers to payment and performance bonds required in connection with performance of the Work and described in Section 4.1D of this Lease.

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

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

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

**“University Construction Monitor”** one or more persons designated and authorized in writing from time to time by the President of LSU or his designee to monitor Foundation's construction progress during the construction phase of the Work who shall be either a licensed architect or a licensed engineer. The initial University Construction Monitor shall be the University's Director of Planning, Design and Construction.

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

**1.**  
**AGREEMENT TO LEASE**

For and in consideration of One Hundred (\$100) Dollars and other good and valuable consideration, Board hereby leases the Leased Premises to Foundation, and hereby grants to Foundation such rights of use and access in, over, on and across the Land and the Building as are necessary for Foundation to perform the Work. Unless otherwise agreed to in writing by Foundation and Board, this Lease, including all rights of use and access for construction purposes, shall terminate upon the earlier of; (a) termination of this Lease in accordance with the provisions hereof; (b) donation of the Improvements to Board as provided for herein; or (c) June 30, 2018.

**2.**  
**AGREEMENT TO CONSTRUCT AND DONATE IMPROVEMENTS**

Foundation agrees to construct the Improvements in accordance with the Plans and Specifications and to donate the Improvements to Board, in one or more phases, after completion of the Work. It is estimated that the total cost to design and construct the Improvements, will not exceed Fifteen Million and 00/100 Dollars (\$15,000,000.00), all of which cost and expense shall be paid by Foundation from private contributions donated for the purpose of supporting the design, construction and related expenditures associated with the Improvements. The amount estimated for costs and expense may be increased with the written consent of Foundation and the LSU Representative, subject to the requirements of Subsections 4.1.A and 4.1.J hereof.

**3.**  
**USE OF PREMISES**

Foundation may use the Leased Premises and the Land only for construction of the Improvements. Foundation shall not use the Leased Premises and the Land for the sale,

distribution, storage, transportation or handling of petroleum or other similar synthetic products. Foundation shall not make any use of the Leased Premises and the Land in violation of any Applicable Laws, and shall not permit any contamination or pollution on or about the Leased Premises and the Land or increase the fire or insurance hazard by any use thereof. Before beginning any Work on the Leased Premises, Foundation shall obtain any permits required by the State of Louisiana, the Parish of East Baton Rouge and the United States of America or any of their subdivisions or departments. Foundation shall not install or otherwise place storage tanks in or on the Leased Premises or the Land without the LSU Representative's prior written consent which, in addition to any other conditions required by the LSU Representative, shall be subject to the condition that any such tanks shall be located on a concrete slab and shall be surrounded by a retaining wall that will retain the products stored in the tanks in the event of any spill, discharge, leak, overflow, or other release.

**4.**  
**CONSTRUCTION**

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

A. Plans and Specifications/Change Orders

At least thirty (30) days prior to commencement of any construction, proposed final plans and specifications approved by the University Construction Monitor shall be delivered to the LSU Representative for his review. The LSU Representative shall approve or disapprove such proposed final plans and specifications in writing within thirty (30) days of receipt thereof. Any request for change orders to the Plans and Specifications, whether issued before or after the Authorization to Proceed is given, shall be made to the LSU Representative,



who shall approve or disapprove such request in writing within seven (7) days (excluding Saturdays, Sundays or state or federal holidays) of having received such request in writing from the Foundation. Any change in work and materials relating to construction of the Improvements which either (1) materially alters the exterior appearance of the Improvements, regardless of the cost thereof, or (2) materially alters the quality of materials or the interior appearance of any buildings forming part of the Improvements and costs more than Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), is subject to the prior review and approval of the LSU Representative, which approval shall not be unreasonably withheld, delayed or conditioned. Foundation shall notify the LSU Representative in writing of any such proposed changes in work or materials, and provide to the LSU Representative copies of the proposed changes, and the LSU Representative shall either approve or disapprove any such changes within seven (7) days (excluding Saturdays, Sundays or state or federal holidays) after receipt of such notice from Foundation. If the LSU Representative fails to respond within such seven (7) day period (excluding Saturdays, Sundays or state or federal holidays), it shall be deemed that LSU approves such changes. All notifications to the LSU Representative for requests for change orders to the Plans and Specifications shall include copies of the proposed change orders and copies of the approvals by the Contractor, the Architect, the Foundation and the University Construction Monitor of such change orders, and shall further include sufficient information for the LSU Representative to make a determination whether to approve or disapprove such changes in the Work or materials. Complete copies of all final change orders shall be provided to the LSU Representative no later than the commencement of the Work represented by the change order, even if LSU Representative approval is not required. Changes in work or materials relating to

construction of the Improvements whether or not required to be submitted to the LSU Representative by this section shall be submitted in writing (unless written submission is waived by the University Construction Monitor) to and received by the University Construction Monitor who shall either approve or disapprove any such changes within four (4) days (excluding Saturdays, Sundays or state or federal holidays) after receipt of such request and copies of the proposed changes from Foundation. If the University Construction Monitor fails to respond within such four (4) day period (excluding Saturdays, Sundays or state or federal holidays), it shall be deemed that he approves such change(s).

Notwithstanding anything to the contrary contained in this Lease, no material change order to the Construction Contract which substantially deviates from the Plans and Specifications as originally approved shall be implemented without the prior written consent of the LSU Representative. Furthermore, and notwithstanding anything to the contrary contained in this Lease, no Work or construction shall commence for the Improvements until the LSU Representative has issued the Authorization to Proceed, which authorization may be given on a phase-by-phase basis.

B. Commencement and Completion of Work

Unless delayed by Force Majeure, at its own expense, Foundation agrees to: (1) commence phase 1 of the Work on or before February 15, 2016, or within thirty (30) days after the LSU Representative has given written approval to the notice to commence, whichever is later; and (2) make best reasonable efforts to achieve Substantial Completion of all phases of the Work on or before December 31, 2017, but in any event to complete all Work on or before June 30, 2018. No work shall commence until the LSU Representative has given written consent to

the notice to proceed and written approval to the final proposed plans and specifications. The commencement and completion dates set forth herein may be extended by a written request issued by the Foundation and approved in writing by the LSU Representative.

C. Construction Contract

The Work shall be performed on behalf of Foundation pursuant to the terms of the Construction Contract. Foundation shall not enter into a proposed Construction Contract or materially amend it thereafter, without the prior written approval of the LSU Representative. The LSU Representative shall approve or disapprove the proposed final contract within ten (10) days of receipt from Foundation. Where appropriate, the Construction Contract and Payment and Performance Bonds shall be recorded properly with the Clerk of Court of East Baton Rouge Parish prior to commencement of the Work. Foundation shall include a liquidated damages clause acceptable to the LSU Representative in the proposed Construction Contract. Board and Foundation hereby acknowledge the following, and, to the extent practically and legally possible, the Construction Contract and all subcontracts entered into by the Contractor shall acknowledge expressly that the parties thereto have been informed of the following:

- (i) The Work will be performed solely and exclusively for Foundation.
- (ii) Foundation is a separate legal entity from University and Board. It is not acting as agent for University or Board, and Foundation has no authority to obligate University or Board to any extent whatsoever.
- (iii) Neither Board nor the State of Louisiana shall be liable, directly or indirectly, for the payment of any sums whatsoever or for the performance

of any other obligation whatsoever arising out of the Work performed pursuant to this Lease.

(iv) Foundation has no ownership interest in the Land on which the Work will be performed. Any improvements placed on the Land shall become property of Board upon completion of the Work. The Work shall not give rise to any rights against the Land, the Building, the Improvements, Board or University.

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

D. Payment and Performance Bonds

Foundation shall require that the Contractor provide a performance and labor and materials payment bond(s) with a corporate surety authorized to do business in the State of Louisiana. Said bond(s) shall be for the greater of the full amount of the Contract Sum or the

Guaranteed Maximum Price as defined and established in the Construction Contract. Both Foundation and Board shall be obligees under the bond(s).

E. Rights Concerning the Land During Construction

To the extent necessary, Foundation and the Contractor shall have the right to occupy and use the Leased Premises, with reasonable ingress to and egress from the Leased Premises, during the term of this Lease and, with the prior written consent of the University Construction Monitor, shall fence or block off that area of the Leased Premises or Land necessary to perform the Work in a safe and secure manner. Except for unknown or unforeseen and unforeseeable defects, Foundation assumes all responsibility for the condition of the Leased Premises during the term of this Lease. Foundation and the Contractor shall maintain the Leased Premises, the Land and any improvement or construction thereon in a reasonably prudent manner at all times until the Work is accepted by the LSU Representative and donated to the Board. Board shall not be responsible for any maintenance or repairs to the Leased Premises or the Work during the term of this Lease. The University Construction Monitor and the LSU Representative and any other individuals authorized by the LSU Representative shall at all times have access to the Leased Premises and the exercise of all rights as owner except as otherwise provided herein, even those not specifically acknowledged herein. Foundation accepts the Leased Premises for the purposes herein outlined without any warranty of title or recourse whatsoever against Board.

F. Access over Adjoining Property during Construction

Board hereby grants to Foundation a servitude of access over and across the Land and such other property owned by Board only in so far as such is reasonably necessary in order

for the Foundation to fulfill its obligations hereunder, provided, however, that (1) such access routes are approved in writing by the University Construction Monitor; and (2) Foundation shall not unreasonably interfere with Board's (or Board's lessee's) use of the Land and such other property.

G. LSU Rules and Regulations; Access During Construction

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

H. Signage

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

I. Acceptance of Construction

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

J. Funds for Construction

At the LSU Representative's request, prior to the commencement of any phase of the Work, Foundation shall satisfy the LSU Representative that the total amount of money needed to complete the Work, or phase of the Work being undertake, has been collected or acquired by the Foundation and is dedicated to that use. At the LSU Representative's sole option, Foundation may be required to provide a letter of credit, a performance bond, or a dedicated escrow account to guarantee its performance.

K. On Site Construction Inspector

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

L. Inspection and Survey

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

M. No Liens; Release of Recorded Liens

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



**5.**  
**INSURANCE**

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

A. Builder's Risk/Property Insurance

Contractor shall provide an "All Risk" builder's risk insurance policy, including but not limited to fire and extended coverage insurance, vandalism and malicious mischief, for not less than one hundred (100%) percent of the full replacement value of the Work or property destroyed to protect against any damage or loss during the Work and until final donation of the Improvements to Board and acceptance thereof. This policy shall be taken out prior to commencement of construction and discontinued upon completion of all phases of the Work and Improvements or approved phase thereof or as otherwise agreed to by Foundation and the LSU Representative. It shall run in favor of Contractor, Foundation and Board, as their interests may appear. The coverage shall include the Architect's fee for work required and reconstruction following a loss during construction. Notwithstanding the above, Foundation at all times prior to transfer of ownership of the Work or Improvements to Board shall obtain and keep in full force and effect insurance fully insuring the Work and Improvements against damage or loss, whether pursuant to the Builder's Risk Policy or through other insurance. Written evidence of all such insurance shall be provided to the LSU Representative prior to commencement of the Work.

B. General Liability and Property Damage Insurance

Foundation and its contractors, before commencing any construction, shall procure such comprehensive liability and property damage insurance, including insurance for the

operation of motor vehicles, which will cover Foundation's, Board's and the Architect's legal liability arising out of the construction performed by Foundation or any of its contractors or subcontractors and by anyone directly or indirectly employed by either of them, for claims for damages for personal injury, including accidental death, as well as claims for property damage, including but not limited to damage to surrounding buildings, which may arise from operations for the construction of the Work, with minimum limits of liability of Two Million (\$2,000,000.00) dollars per occurrence and Five Million (\$5,000,000.00) dollars general aggregate. Foundation shall also require its contractors and subcontractors to have in full force and effect a policy of worker's compensation and employer's liability insurance before proceeding with the construction under this Lease. Written evidence of such insurance shall be provided to the LSU Representative prior to commencement of the Work.

C. Architect's Design, Errors and Omissions

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

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

A. Required Insurance Shall Be Primary

All insurance required hereby shall be primary as respects Board, its members, officers, employees and authorized agents. Any insurance or self-insurance maintained by the

Louisiana Office of Risk Management and Board shall be excess and noncontributory of Foundation's or any Contractors' insurance.

B. Failure to Comply With Reporting Requirements

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

C. Application of Multiple Policies

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

D. No Release

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

E. No Recourse

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

F. Excess Insurance

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

G. Deductibles and SIR's

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

H. No Special Limitations

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

I. Licensed Louisiana Insurers

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

J. Occurrence Based Policies

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

K. Verification of Coverage

The Foundation shall furnish the LSU Representative with Certificates of Insurance reflecting proof of coverage required hereunder. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The

certificates are to be received and approved by the LSU Representative before Work commences and upon any contract renewal thereafter. The LSU Representative reserves the right to request, and Foundation shall provide complete certified copies of all required insurance policies at any time. Said certificates and policies shall to the extent allowed by law provide at least a twenty (20) day written notification to the LSU Representative prior to the cancellation thereof. Upon failure of the Foundation to furnish, deliver and maintain such insurance as provided herein, and expiration of any applicable cure period, then Board may, but shall not shall be obligated to, obtain said insurance on behalf of the Foundation at the Foundation's commercially reasonable cost and expense. Failure of the Foundation to purchase and/or maintain, either itself or through its contractor(s), any required insurance, shall not relieve the Foundation from any liability or indemnification hereunder.

L. Additional Insureds

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

M. Additional Insurance

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

N. Blanket Policies

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

O. Limitation on Liability

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

**6.**

**DONATION OF IMPROVEMENTS AND TITLE TO IMPROVEMENTS**

6.1 Foundation agrees to donate the Improvements to Board after (a) completion of all Donation Acceptance Requirements have been met (unless the LSU Representative agrees in writing to accept the donation of the Improvements subject to Foundation's obligating itself to complete specifically identified Donation Acceptance Requirements) and final acceptance of all Work or a completed phase of the Work by Foundation and written approval by the LSU Representative of said final acceptance has occurred, and (b) the delivery to the LSU Representative of either (i) a clear lien certificate as to the Work or phase of the Work which certificate has been obtained from the proper parish clerk's office or (ii) evidence that any liens against the Improvements have been adequately bonded. Unless otherwise agreed to in writing by the LSU Representative and Foundation, the Work or completed phase of the Work shall not be donated to Board until the events in both (a) and (b) of this paragraph have occurred; however, for good cause as determined by the LSU Representative in his sole discretion, the Work or a particular phase of the Work may be donated to Board following Substantial Completion subject to Foundation's obligation to satisfactorily complete any Donation Acceptance Requirements and satisfy any outstanding liens and payment obligations relating to

the Work. If the Architect for the Work recommends final acceptance of the Work or phase of the Work by Foundation, the LSU Representative shall not unreasonably refuse to approve final acceptance by Foundation. Unless otherwise agreed to in writing by the LSU Representative and Foundation, use and/or occupancy of the Improvements shall be prohibited until the Improvements or approved phase(s) of the Improvements have been donated by Foundation to Board.

6.2 Upon fulfillment of the conditions set forth in paragraph 6.1 (a) and 6.1 (b) hereof, the Improvements shall be donated to and title and ownership to said Improvements shall be transferred to and shall become owned by Board. Said donation or, if the work has been undertaken and completed in phases, donations shall occur concurrently with final fulfillment of the conditions set forth in paragraph 6.1 (a) and 6.1 (b), and, upon said donation(s), Foundation shall have no further responsibilities, obligations or liabilities with regard to the completed phase of Improvements, the Leased Premises, the Land or the Work except as otherwise specifically set forth herein or as agreed to by Foundation and the LSU Representative. Foundation shall bear the risk of loss with respect to the Improvements until acceptance of the donation by the LSU Representative; provided, however, Foundation's risk shall be limited to available insurance proceeds. Furthermore, prior to such donation, Foundation shall obtain guarantees and warranties from the contractor or contractors and suppliers of equipment, which guarantees and warranties shall be assigned to and shall run in favor of Board upon the donation of the Improvements, provided, however, Foundation itself shall make no warranty as to the condition of the Work. To the extent that such terms are available on commercially reasonable terms, guarantees and warranties for the construction and completion of the Improvements shall run

from the later of (1) the fulfillment of the conditions set forth in paragraph 6.1 or (2) the full execution of the donation of the Improvements or completed phase of the Improvements from the Foundation to Board or (3) occupancy for the purposes set forth herein (the “Warranty Commencement Date”), which warranties shall include but not be limited to the following items and periods if available:

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

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

6.4 Notwithstanding anything contained in this Lease, at all times Board shall have the absolute right to terminate this Lease on thirty (30) days’ written notice to Foundation. Upon such termination either Board shall take title to the Improvements, or Board, at its option, may require Foundation to transfer all of its right, title and interest in this Lease, in any funds (subject to applicable donor restrictions and the terms of any valid and perfected liens, pledges and security interests) dedicated to complete the construction of the Improvements, and in the Improvements already constructed, to another non-profit corporation or entity which meets the



requirements of La. R.S. 17:3390, which is acceptable to Board, and which accepts the obligations of the Foundation hereunder.

**7.**

**INDEMNIFICATION**

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

7.2 To the extent allowed by Applicable Laws, Board, agrees to indemnify, defend and hold Foundation harmless against any loss for damages or injuries that may be suffered by Foundation or by any person including but not limited to Board's agents, contractors, employees, invitees, and licensees, to the extent that such loss, damage or injuries arise out of or are related to the fault or negligence of Board, its members, employees, or officers, except with respect to acts or omissions of Foundation's board members, officers and employees unless said

Foundation board members, officers and employees are acting at the direction or request of Board, and Board agrees to defend Foundation in any legal actions against it and, to the extent allowed by law, pay in full and satisfy any claims, demands or judgments made or rendered against Foundation, and to reimburse Foundation for any legal expenses, including attorneys fees and court costs, which may be incurred by it in defense of any claim or legal action arising thereunder; provided, however, that Board's costs and expenses incurred in fulfilling this indemnity and defense shall be limited to proceeds from insurance available for this purpose.

**8.**  
**TERMINATION**

This Lease shall terminate upon donation of all of the Improvements to Board and acceptance by Board of said donation(s) as set forth in paragraph 6.1(a) and 6.1(b) and paragraph 6.2 hereof or at the latest on June 30, 2018. This Lease may be extended by written consent of both parties, which consent may be granted by the LSU Representative.

**9.**  
**NOTICES**

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

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

Foundation: Tiger Athletic Foundation  
Attention: Richard B. Perry

President and CEO  
Pete Maravich Assembly Center  
North Stadium Drive  
P. O. Box 711  
Baton Rouge, LA 70821

**10.**  
**FOUNDATION DEFAULT**

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

A. Failure to Timely Commence or Complete.

Failure of Foundation to commence and/or complete the Work as set forth in this Lease, within the time frame allowed, unless such failure was caused by a Force Majeure or unless such time period has been mutually extended in writing by the LSU Representative and Foundation and which failure (not caused by a Force Majeure) has continued for a period of thirty (30) days after receipt of written notice from the LSU Representative specifying such failure and requesting that it be remedied; or

B. Deviation From Approved Plans and Specifications.

A substantial deviation, unauthorized in writing by the LSU Representative, from the plans and specifications for the Work approved by the LSU Representative, which deviation has continued for a period of thirty (30) days after receipt of written notice from the LSU Representative specifying such failure and requesting that it be remedied; or

C. Breach of Lease Covenants.

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

D. Taking of Improvements.

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

E. Involuntary Bankruptcy.

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

F. Voluntary Bankruptcy.

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

G. Abandonment of Project.

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

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

## **11.** **BOARD DEFAULT**

Foundation may declare Board in default upon the failure of Board to observe or perform any covenant, condition or agreement upon its part to be observed or performed under this Lease for a period of thirty (30) days after receipt of written notice specifying such failure and requesting that it be remedied. If the default be continuing and Board has not taken any action reasonably anticipated to cure such default, in addition to any other remedies herein or by law provided, Foundation shall have the right, without any further demand or notice to declare this

Lease terminated and shall have no further obligation to perform any of the obligations of Foundation under this Lease.

**12.**  
**MISCELLANEOUS**

12.1 Relationship of Parties.

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

12.2 Attorneys Fees.

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

12.3 Louisiana Law to Apply.

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

12.4 Nonwaiver.

No waiver by Board or Foundation of a breach of any of the covenants, conditions, or restrictions of this Lease shall constitute a waiver of any subsequent breach of any of the covenants, conditions, or restrictions of this Lease. The failure of Board or Foundation to insist in any one or more cases upon the strict performance of any of the covenants of the Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant or option. No waiver, change, modification or discharge by Board or

Foundation of any provision of this Lease shall be deemed to have been made or shall be effective unless expressed in writing and signed by the parties hereto.

12.5 Severability.

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

12.6 Authorization.

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

12.7 Use of Name, Logos or Marks.

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

12.8 Amendment.

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

12.9 Assignment and Mortgage.

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

12.10 Books, Records and Audit.

The books, accounts and records of Foundation which pertain directly to the Work and construction of the Improvements shall be maintained at the principal office of Foundation. Board may at its option and at its own expense during customary business hours, conduct internal audits of the books, bank accounts, records and accounts of Foundation and its contractor(s) to the extent necessary to verify compliance with this Lease or insofar as said books, bank accounts, records and accounts directly relate to Foundation's performance of its obligations under this Lease. Audits may be made on either a continuous or periodic basis or both and may be conducted by employees of Board, by independent auditors retained by Board to conduct such audit, or by the Louisiana Legislative Auditor, but any and all such audits shall be conducted without materially or unreasonably or unnecessarily interrupting or interfering with the normal conduct of business affairs of the Foundation.

12.11 Successors and Assigns.

All of the covenants, agreements, terms and conditions to be observed and performed by the parties hereto shall be applicable to and binding upon their respective successors and assigns



including any successor by merger or consolidation of University or Board into another educational institution or governing body.

12.12 Notice of Lease.

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

12.13 LSU Representative.

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

12.14 Oversight By Division of Administration Office of Facility Planning and Control ("OFPC"). Design and construction of the Improvements is subject to oversight by OFPC in accordance with La. R. S. 17:3361 (A) (2), and such oversight includes, but is not limited to (a)

the right to review and approve plans and specifications prior to commencement of construction and to require changes to conform to Applicable Laws, including space and quality standards, and International Building Code review, and (b) the right to conduct periodic inspections during construction to ensure that all work is being performed in compliance with the OFPC approved Plans and Specifications.

12.15 Entire Agreement.

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

*Signature Page on Next Page*

*(Signature page to the Lease Agreement for Renovation and Expansion of LSU-Football Operations Building)*

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease as of the dates indicated on the attached Acknowledgments.

WITNESSES:

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**TIGER ATHLETIC FOUNDATION**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**ACKNOWLEDGMENT**

**BE IT KNOWN** that on this \_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned Notary Public, duly commissioned and qualified in and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared F. King Alexander, appearing herein in his capacity as President of LSU, and appearing on behalf of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, a public constitutional corporation organized and existing under the laws of the State of Louisiana, who, being by me first duly sworn, declared and acknowledged to me, Notary, that he executed the above and foregoing instrument on behalf of said corporation with full authority of its Board of Supervisors and that said instrument is the free act and deed of said corporation and was executed for the uses, purposes and benefits therein expressed.

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

WITNESSES:

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_

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

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

ACKNOWLEDGMENT

BE IT KNOWN that on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned Notary Public, duly commissioned and qualified in and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared Richard B. Perry, appearing herein in his capacity as President and Chief Executive Officer of Tiger Athletic Foundation, a charitable organization, who, being by me and first duly sworn, declared and acknowledged to me, Notary, that he executed the above and foregoing instrument on behalf of said corporation with full authority of its Board of Directors and that said instrument is the free act and deed of said Foundation and was executed for the uses, purposes and benefits therein expressed.

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

WITNESSES:

TIGER ATHLETIC FOUNDATION

\_\_\_\_\_  
Print Name: \_\_\_\_\_

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

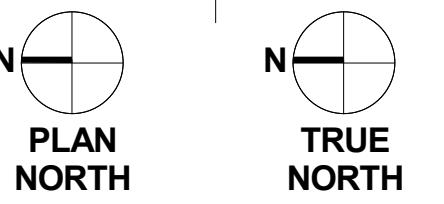
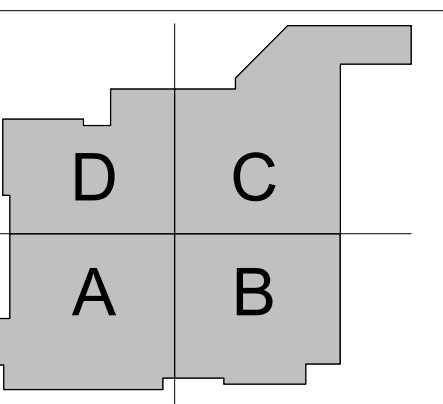
\_\_\_\_\_  
Print Name: \_\_\_\_\_

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

**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**  
**LSU-FOOTBALL OPERATIONS BUILDING**  
**AND LAND**

**EXHIBIT B  
LEASED PREMISES**

**LSU - FOOTBALL OPERATIONS  
BUILDING RENOVATION**  
LOUISIANA STATE  
UNIVERSITY BATON  
ROUGE, LA 70820



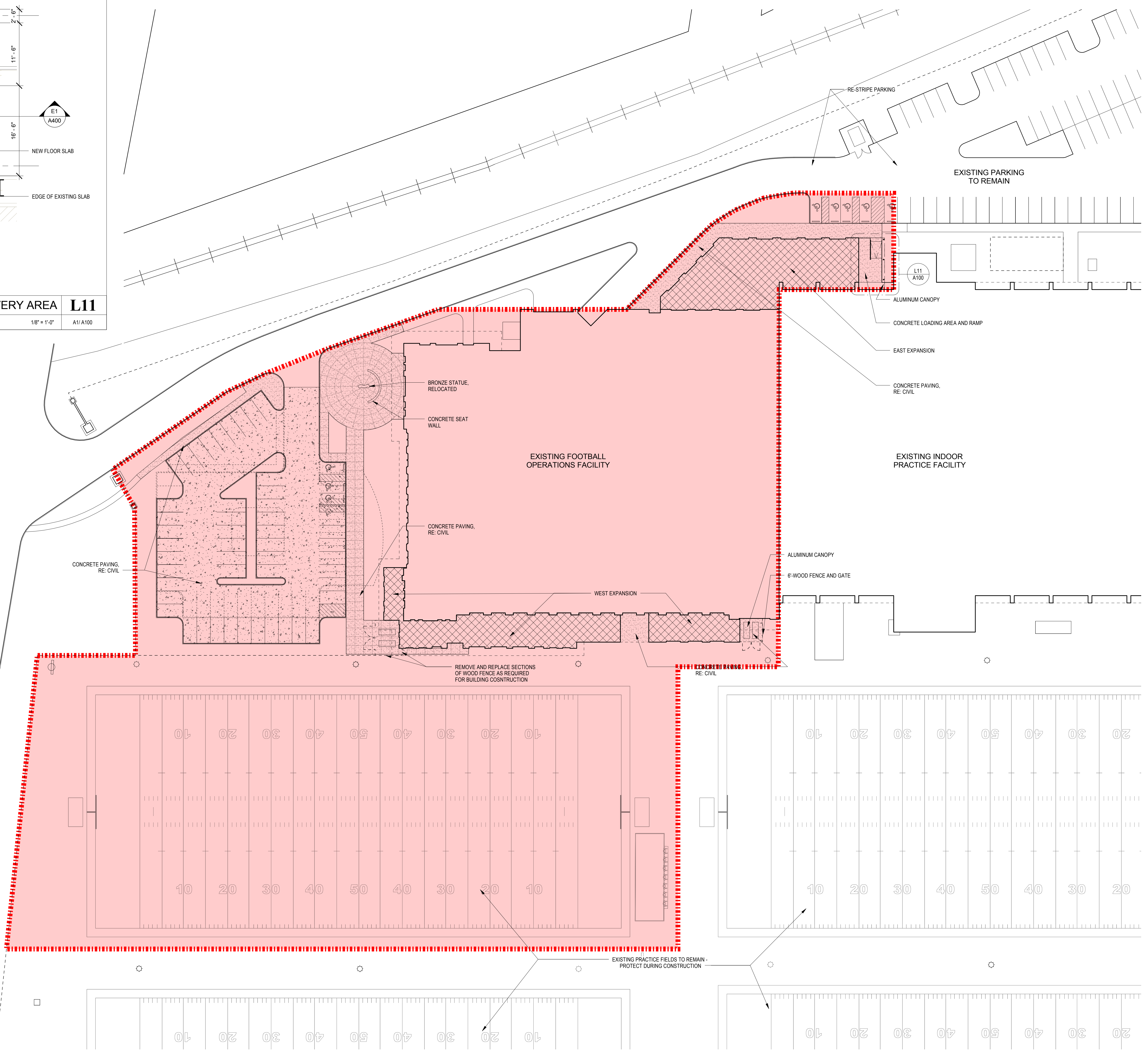
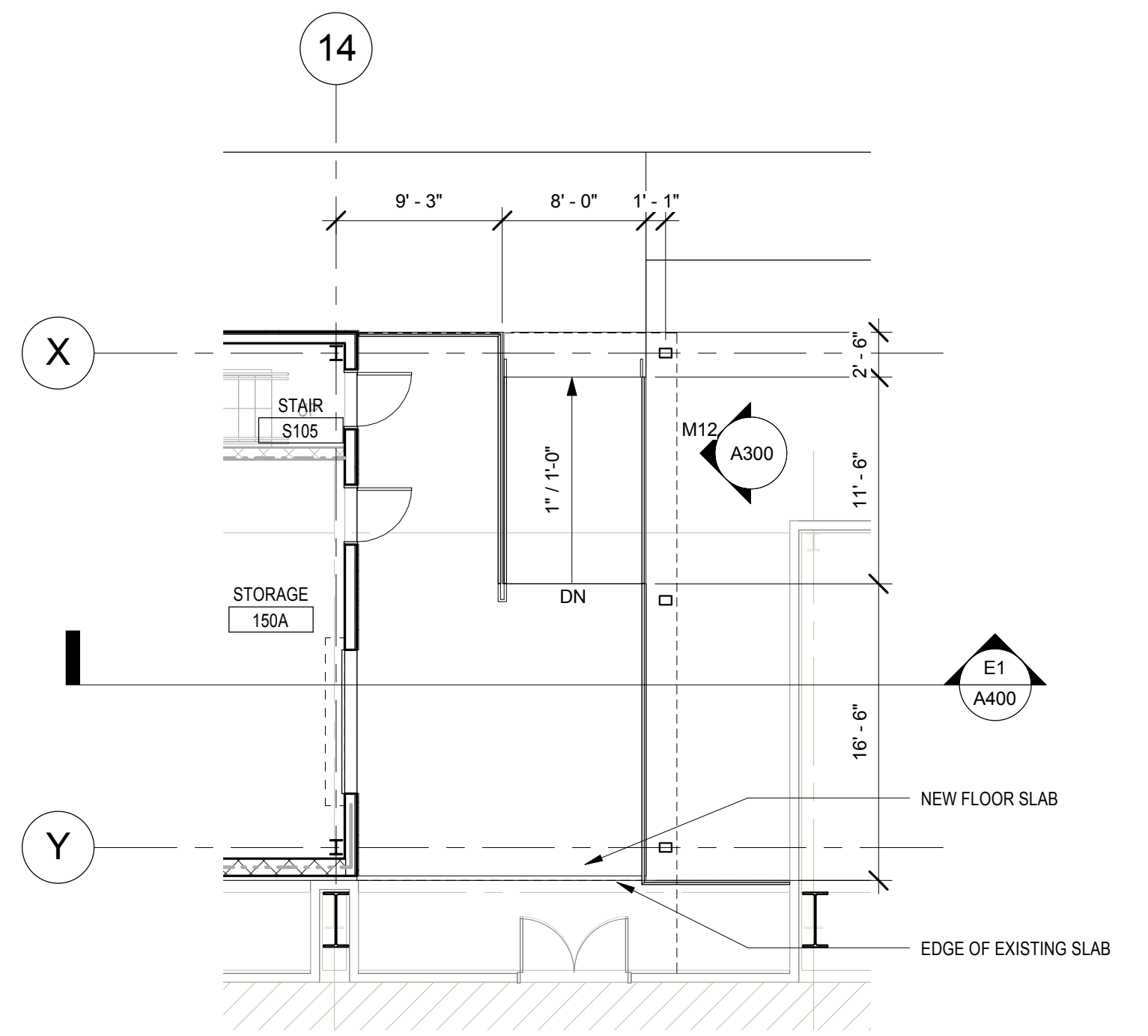
TO THE BEST OF THE ARCHITECT'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES.

**NOT FOR CONSTRUCTION**

DATE	05/19/15	
ISSUED FOR:	50% Construction Documents	
PROJECT NO.		
DRAWN BY:	MLO	
CHECKED BY:	JPH	
APPROVED BY:	Approver	
#	DATE	DESCRIPTION

**SHEET TITLE & NUMBER  
SITEPLAN**

**A100**



**SITE PLAN A1**  
1" = 30'-0" A1/A300





**Request from LSU Agricultural Center to Approve an Agreement with Professional Specialties and University Products, LLC to Create a USDA Licensed Veterinary Biologic Facility for Development and Commercialization of Vaccines and Pharmaceutical Products**

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

**Date: October 23, 2015**

Pursuant to Article VII, Section 8,D.2(a) and (f) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter":

D.2(a) The lease of immovable property owned by the University.

D.2 (f) Cooperative endeavor agreements pursuant to Article VII, Section 14 of the Louisiana Constitution, joint ventures, partnerships, and similar agreements, and agreements directly relating thereto.

**1. Summary of the Matter**

Professional Specialties, a Louisiana non-profit corporation, and University Products LLC, a Louisiana limited liability company, desire to enter into an Agreement for Lease of Facility and Commercialization of Vaccines (herein “Agreement”) with the Board for the lease of space (the “Leased Premises”) from Board in the AgCenter Isolation Facility (ACIF) at Central Research Station for the production and marketing of antigens based on and related to the technology developed by Dr. Gene Luther during his tenure as an AgCenter faculty member.

This Agreement is intended to create one of only two regional universities with a USDA licensed Veterinary Biologic Facility for the development and commercialization of vaccines, diagnostics, and therapeutic pharmaceutical products and provide clinical experience to students of the LSU College of Agriculture and School of Veterinary Medicine, thereby promoting the AgCenter, LSU College of Agriculture and School of Veterinary Medicine’s missions of education, research, and service. In addition the following purposes shall be made possible with this agreement:

- 1) To provide for the formation of a strategic partnership with the AgCenter to develop the AgCenter’s current and future program offerings into nationally recognized infectious disease programs, potentially including on-site rotating national and international scientists at the Leased Premises and Facility as well as providing scholars, faculty and students with the opportunity to understand vaccine development, production and manufacturing.
- 2) To promote opportunities for joint fundraising and grant participation to enhance programming for the College of Agriculture and AgCenter in the area of animal infectious diseases and vaccine production.
- 3) To strengthen the interactions of graduate and undergraduate students with LA Farm Bureau and LDAF through this collaboration since the lease will be providing invaluable information on infectious diseases for these agencies.
- 4) To provide a unique opportunity for AgCenter faculty, students and staff to participate in lecture series regarding vaccine development, production and manufacturing at the facility with hands on experiences.

- 5) To provide a unique opportunity for AgCenter faculty to glean information on how to develop potential vaccines.
- 6) To provide a unique opportunity for AgCenter faculty to develop, possibly allowing them to take current and future intellectual property to the next level through direct interaction with the tenants by learning the processes on how to license a vaccine and how to follow veterinary quality control protocols.
- 7) To provide enhanced teaching opportunities with College of Agriculture undergraduate and graduate students by doing rotational internships with the tenants to focus on infectious diseases of clinical and regulatory importance. Because University Products LLC will have a marketed vaccine interaction with Ag Economic students, the Agreement will provide the students with the opportunity to directly work with a growing enterprise regarding costs, cost ratios, profits, management etc.

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

The Agreement does not involve a transaction requiring a business plan.

## **3. Fiscal Impact**

As rent for the lease of the space (482 sq. ft.) in the Facility and the right to use the pasture area (18.4 acres) Professional Specialties will pay to the AgCenter an annual rent of approximately \$26,400. It is projected that when production of vaccines reaches 400,000 units per year, an additional 482 sq. ft. of building space will be needed and an addendum or an amendment to the Agreement will be executed to increase the leased area and the rent.

In addition University Products LLC shall pay to the AgCenter in perpetuity a royalty equal to five percent (5.0%) of Gross Sales Receipts of the antigens.

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

Because Professional Specialties is a non-profit corporation, competitive process for the lease of space in the Facilities is not required.

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

The Agreement for Lease of Facility and Commercialization of Vaccines is attached.

## **6. Parties of Interest**

- LSU AgCenter
- College of Agriculture
- School of Veterinary Medicine
- Professional Specialties
- University Products, LLC

## **7. Related Transactions**

None

## 8. Conflicts of interests

None.

## ATTACHMENTS

- I. Vice President Letter
- II. Draft of Agreement for Lease of Facility and Commercialization of Vaccines
  - Available on the Board of Supervisors' Website
- III. Exhibits to Proposed Resolutions

## RESOLUTION

**"NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize Dr. F. King Alexander, President, Louisiana State University, to execute an Agreement for Lease of Facility and Commercialization of Vaccines (herein "Agreement") with Professional Specialties and University Products LLC for the purpose of leasing space to Professional Specialties in the building known as the AgCenter Isolation Facility (ACIF) located on property at the Central Research Station as more specifically described on Exhibit "E" hereto, and for the purpose of creating a USDA licensed veterinary biologic facility for development and commercialization of vaccines and pharmaceutical products.

**BE IT FURTHER RESOLVED** that Dr. F. King Alexander, President, Louisiana State University, be and he is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, in consultation with General Counsel, to include in the Agreement any and all terms and provisions that he deems 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.



September 23, 2015

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

RE: **Significant Board Matter**  
Proposed Lease Agreement – LSU and Professional Specialties  
East Baton Rouge Parish  
Baton Rouge, Louisiana

Professional Specialties and University Products, LLC desire to enter into lease agreement with LSU AgCenter for production and marketing of antigens based on and related to the technology developed by Dr. Gene Luther during his tenure as an AgCenter faculty member.

As this project is in support of the AgCenter and its mission by creating one of only two regional universities with a USDA licensed Veterinary Biologic Facility for the development and commercialization of vaccines, diagnostics, and therapeutic pharmaceutical products and by providing opportunities for enhanced educational, clinical, laboratory and real world experience to LSU students. Additionally, the proposed agreement provides collaborative research and development opportunities for LSU faculty members and LSU students, as well as by providing potential employment, internship, and service opportunities at the undergraduate, graduate, and doctoral levels. We enclose herewith our request for approval and ask that it be placed on the agenda of the Board of Supervisors October 23, 2015 meeting.

The LSU AgCenter requests that the Board of Supervisors approve this request. The LSU AgCenter is further requesting the Board of Supervisors to authorize and empower the President to sign the final lease agreement.

I certify that, to the best of my knowledge, I have provided all necessary documentation and that the information contained therein is complete, accurate, and in compliance with Article VII, Section 8 of the Bylaws of the Board of Supervisors. I agree to cooperate in any issues related to this matter. Please let me know if any additional information is needed.

Sincerely,

William B. Richardson  
Vice President for Agriculture and  
Dean of College of Agriculture

WBR:dgf

Attachments

xc: Dr. Phil Elzer  
Mr. Danny Mahaffey  
Mr. Dale G 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  
(225) 578-7360  
FAX: (225) 578-4143

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

Accounting Services  
103 J. Norman Efferson Hall  
110 LSU Union Square  
Baton Rouge, LA 70803-0106  
(225) 578-4648  
FAX: (225) 578-0735

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  
118 Knapp Hall  
110 LSU Union Square  
Baton Rouge, LA 70803-0106  
(225) 578-4020  
FAX: (225) 578-3629

International Programs  
160-C Hatcher Hall  
110 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

**AGREEMENT FOR LEASE OF  
FACILITY AND COMMERCIALIZATION OF VACCINES**

**THIS AGREEMENT FOR LEASE OF FACILITY AND COMMERCIALIZATION OF VACCINES** (“Agreement”) entered into effective October 1, 2015 (herein “Effective Date”) for the purposes and on the terms stated herein, is made by and among:

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE** (the “Board”), a public constitutional corporation organized and existing under the Constitution of the State of Louisiana of 1974 (“Louisiana Constitution”), herein represented by Dr. F. King Alexander, President of Louisiana State University, duly authorized by a resolution of the Board, a copy of which is attached hereto as Exhibit A and made a part hereof, with a principal office located at and a mailing address of Office of the President, Louisiana State University, 3810 W. Lakeshore Drive, Room 107, Baton Rouge, Louisiana, 70808, herein appearing for the benefit of the Louisiana State University Agricultural Center (herein “AgCenter”); and

**PROFESSIONAL SPECIALTIES**, a Louisiana non-profit corporation, herein represented by Donald Luther, duly authorized by a resolution of the board of directors, a copy of which is attached hereto as Exhibit “B” and made a part hereof with a principal office at and a mailing address of 12325 S. Acadian Thruway, Baton Rouge, Louisiana 70808 (herein “Lessee” or “Professional Specialties”); and

**UNIVERSITY PRODUCTS LLC**, a Louisiana limited liability company, herein represented by Donald Luther, duly authorized pursuant to unanimous consent authorization/resolution of its Members, a copy of which is attached hereto as Exhibit “C” and made a part hereof with a principal office at and a mailing address of 425 Woodstone Dr., Baton Rouge, Louisiana 70808 (herein “Company” or “University Products”)

and provides as follows:

**WITNESSETH:**

**WHEREAS**, pursuant to La. R.S. 17:3351A and La. R.S. 17:3361A, the Board is authorized to enter into leases and other agreements relating to or associated with college or university property, purposes and programs;

**WHEREAS**, Board and University Products previously were parties to a License and Royalty Agreement dated May 21, 2000 (the “Prior Agreement”);

**WHEREAS**, said Prior Agreement concerned, *inter alia*, a license from Board to University Products under Hart *et al.*, “Anaplasma marginale Antigen, Antigen Compositions,

Vaccine and Process for the Production of said Antigen, Antigen Compositions and Vaccine,” United States Patent No, 4,956,278, issued September 11, 1990 (the “Hart *et al.* Patent);

**WHEREAS** the Prior Agreement and the Hart *et al.* Patent have both expired, and are no longer in effect;

**WHEREAS**, Professionals Specialties desires to lease space from Board for the production and marketing of antigens with University Products, LLC based on and related to the technology developed by Dr. Gene Luther during his tenure as an AgCenter faculty member;

**WHEREAS**, Board desires to contract with Professional Specialties and University Products, LLC in the implementation of this Agreement;

**WHEREAS** University Products and Professional Specialties desire to provide certain royalties to induce Board to enter into this Agreement, and to induce Board to grant the rights provided in this Agreement to Professional Specialties; and

**WHEREAS**, this Agreement serves the mission of the AgCenter by providing opportunities for enhanced educational, clinical, laboratory and real world experience to LSU students, and collaborative research and development for LSU faculty and members and LSU students, as well as by providing potential employment, internship , and service opportunities at the undergraduate, graduate and doctoral levels;

**THEREFORE** the parties have agreed as follows:

## **ARTICLE I. DEFINITIONS**

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

“**Adjustment Date**” means the periodic increase in the Lease Rental effective as set forth in Section 4.1 of this Agreement.

“**AgCenter**” means Louisiana State University Agricultural Center.

“**Agreement**” means, in its entirety, this Agreement for Lease of Facility and Commercialization of Vaccines.

“**Agreement Term**” means the term of this Agreement which shall be the period from the Effective Date through the last day of the Lease Term.

“**Board Indemnitees**” means the Board, the AgCenter and their board members, employees, agents and attorneys.

“**Building**” means the AgCenter Isolation Facility located on the Property.

**“Building Leased Premises”** means that portion of the Building leased by Board to Lessee pursuant to this Agreement, as such portion may be increased from time to time by Board and Lessee as set forth in Section 4.1 hereof.

**“Board”** means Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

**“Campus”** means the campus of the Louisiana State University Agricultural Center.

**“Common Areas”** means those areas which are intended and available for the common and non-exclusive use of occupants of the Property and Building and invitees of Lessee including, but not limited to, private streets and alleys, landscaping, sidewalks, signage, lighting, utilities and the like on the Property, and those areas reflected as “Common Areas” on Exhibit “D” hereto.

**“Company”** means University Products LLC, a Louisiana limited liability company.

**“Construction Contract(s)”** means any and all written contracts between Lessee or Company and a third party for the performance of any Work on the Property or in the Building.

**“CPI”** means the Consumer Price Index – U.S. City Average for all Items for All Urban Consumers (1982-1984 = 100 - CUUR0000SA0), published monthly in the “Monthly Labor Review” of the Bureau of Labor Statistics of the United States Department of Labor

**“Effective Date”** means October 1, 2015.

**“Force Majeure”** means (a) any act of God, lightning, hurricane, tropical storm, tornado, and/or other adverse and inclement weather, fire, explosion, flood, act of a public enemy, war, insurrection, riot or civil disturbance, (b) any labor dispute, strike, work slow-down or work stoppage, (c) unreasonable delay of or unavailability of materials needed for Work, (d) unreasonable governmental delay, (e) unreasonable delay by the Board, or (f) any other similar cause or similar event beyond the reasonable control of the Lessee or Company.

**“Gross Sales Receipts”** means all revenue received or accrued by Lessee or by Company, or by an affiliate or transferee of either, on or after the Effective Date, arising out of or related to the use, transfer, lease, or sale of any Product. No deductions of any kind shall be made, whether for agents' commissions or otherwise. Where all or part of the consideration received for a Product is not cash, or where the final use of a Product is by an affiliate or transferee of Lessee or Company, then the "Gross Sales Receipts" for that Product shall be deemed to be the fair market value for such Product.

**“Initial Agreement Period”** means the period between the Effective Date and the first day of the Initial Lease Term.

**“Initial Lease Term”** means a term of ten (10) years beginning with the Effective Date.

**“Lease Rental”** means the consideration to be paid for the lease of the Building, Leased Premises as set forth in Section 4.1 hereof.

“**Lease Term**” means the Initial Lease Term and any exercised Renewal Lease Term(s).

“**Lessee**” means Professional Specialties, a Louisiana nonprofit corporation.

“**Lessee and Company Indemnitees**” means Lessee and Company and their board members, employees, agents and attorneys.

“**Lessee and Company Event of Default**” means those events of default set forth in Section 12.1 of this Agreement.

“**Lessee’s and Company’s Property**” means any personal property, equipment, furniture, inventory, trademarked items, signs and other movable trade fixtures installed in or on the Property or the Building Leased Premises by the Lessee or by Company.

“**LSU Representative**” means those individuals named in Section 20.13 and any other individuals specifically authorized in writing by the President of LSU to act as the LSU Representative.

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

“**Office of Risk Management**” means the Louisiana state agency which provides insurance for certain Louisiana state entities.

“**Permitted Use**” means the use by Lessee and Company of the Property, the Building, and the Building Leased Premises solely for the development, production and marketing of antigens and vaccines against blood borne pathogens for bovine.

“**Prior Agreement**” means the License and Royalty Agreement by Board to University Products dated May 21, 2000.

“**Product**” means any *Anaplasma marginale* antigen or vaccine manufactured or sold by Lessee, by Company, or by an affiliate or transferee of either.

“**Property**” means that certain tract or parcel of ground, and all improvements thereon other than the Building, as more specifically described on Exhibit “E” hereof.

“**Renewal Lease Term**” means one or more of four (4) separate and successive options to renew the lease of the Building Leased Premises, with each such Renewal Lease Term being for a period of five (5) additional and subsequent years (for a total possible total Lease Term of up to thirty (30) years).

“**Rent**” means the consideration to be paid by Company to Board pursuant to Article IV hereof.

“**Work**” means construction and improvements made to the Building or the Property by Lessee in accordance with Article VI hereof.



**ARTICLE II.  
LEASE OF THE PROPERTY AND BUILDING**

In consideration of the covenants, agreements, and conditions herein set forth, which Lessee hereby agrees shall be kept and performed, the Board does hereby lease unto Lessee, and Lessee does hereby lease from the Board, that certain area in the Building designated as “Lessee Space” on the diagram attached hereto as Exhibit “F” located in the Parish of East Baton Rouge, State of Louisiana, on the following described Property:

A certain parcel of land with building located on the LSU Agriculture Center Central Research Station in the state of Louisiana in the parish of East Baton Rouge with a point of beginning at the northwest corner fence post thence bearing South eighty degrees, forty-five minutes, four and eighty-three hundredths seconds East for a distance of six hundred eight and thirty-eight hundredths feet, thence bearing South nine degrees, thirty-two minutes, eighteen and forty-three hundredths seconds West for a distance of nine hundred twenty-two and four hundredths feet, thence bearing South eighty degrees, eight minutes, twenty-four and forty-four hundredths seconds West for a distance of one hundred six and thirty-eight hundredths feet, thence bearing South sixty-two degrees, fifty-three minutes, thirty-four and sixty-one hundredths seconds West for a distance of one hundred four and ninety-four hundredths feet, thence South sixty-two degrees, fifty-three minutes, thirty-four and sixty-one hundredths seconds West for a distance of one hundred sixteen and twenty-two hundredths feet, thence bearing South twenty-one degrees, forty minutes, thirty-six and twelve hundredths seconds West for a distance of ninety and four hundredths feet, thence bearing South sixty-three degrees, fifty-five minutes, six and forty-two hundredths seconds West for a distance of one hundred twenty-four and thirty hundredths feet, thence bearing South sixty-three degrees, fifty-five minutes, six and forty-two hundredths West for a distance of one hundred twenty-one and thirty-four hundredths feet, thence bearing South eighty-eight degrees, thirty-seven minutes, three and forty-four hundredths seconds West for a distance of one hundred thirty-four and eighty-five hundredths feet, thence bearing South seventy-eight degrees, fifty-two minutes, thirty-eight and eighty-six hundredths seconds West for a distance of one hundred forty-one and sixty-five hundredths feet, thence bearing South seventy-eight degrees, fifty-two minutes, thirty-eight and eighty-six hundredths seconds West for a distance of eighty-three and ninety-seven hundredths feet, thence bearing North nine degrees, twenty-five minutes, fifty-eight and sixty-nine hundredths East for a distance of nine hundred forty-eight and twenty-eight hundredths feet back to the point of beginning (herein the “Property”),

all as more particularly described on the map attached hereto as Exhibit “E.”

### ARTICLE III. TERM

3.1 Agreement Term. The term of this Agreement shall commence on the Effective Date hereof and shall terminate on the last day of the Lease Term.

3.2 Lease Term. Unless sooner terminated as herein provided, the lease of the Building Leased Premises granted pursuant to this Agreement shall be and continue in full force and effect for an Initial Lease Term of ten (10) years (the "Initial Lease Term"), such Initial Lease Term commencing on the day on which both of the following shall have occurred: (a) Lessee has or will receive a U.S. Veterinary Biologics Establishment License from the USDA for its occupancy and use of the Building Leased Premises for the Permitted Use; and (b) Company has or will receive a U.S. Veterinary Biological Product License from the USDA for the production of the Product. Lessee shall have the right to exercise four (4) separate and successive options to renew the lease of the Building Leased Premises under the same terms and conditions (each a "Renewal Lease Term"), with each such Renewal Lease Term being for a period of five (5) additional and subsequent years (for a total possible Lease Term of up to thirty (30) years). In the event and on each occasion that the Lessee desires to renew the lease of the Building Leased Premises for a Renewal Lease Term as provided above, provided the Lessee and Company are not then in default of this Agreement, the Lessee may exercise its right by providing written notice of same to the LSU Representative no later than sixty (60) days prior to the expiration of the then current Lease Term.

3.3 The parties hereto agree that subsequent to the commencement of the Lease Term, they shall enter into an Addendum to this Agreement to stipulate and memorialize the commencement date of the lease of the Building Leased Premises.

3.4 Initial Agreement Period. During the Initial Agreement Period, Lessee shall have a right of access to the Building Leased Premises and to the Common Areas, which right shall be exercised by Lessee in such a way as to not interfere with the AgCenter's use of the Building and the Property.

### ARTICLE IV. CONSIDERATION

4.1 Lease Rental. In consideration of the lease by Board to Lessee of the Building Leased Premises, Lessee shall pay to Board an annual rental of \$26,400.00, said amount to be paid in twelve (12) equal monthly installments of \$2,200.00 each (as increased pursuant to this Section) on the first day of each month. In the event that the production by Professional Specialties and University Products reaches 400,000 units of vaccine per year, it is anticipated that the parties will execute an Addendum to this Agreement setting forth the change in the Building Lease Premises and the corresponding increase in the rental amount. The President of Louisiana State University, or his designee, is authorized to execute any such addendum on behalf of the Board.

Beginning with the first day of year three of this Agreement, the Lease Rental shall be increased annually, effective as of each anniversary date of the Effective Date of this Agreement

(each an "Adjustment Date") during the Lease Term by an amount equal to the product obtained by multiplying (i) the then current Lease Rental times (ii) the CPI Fraction (for purposes of determining the "CPI Fraction" the numerator shall be the CPI in effect as of the Adjustment Date, and the denominator shall be the CPI in effect as of the date, which is one (1) year prior to the Adjustment Date). Royalty. [Company shall pay to AgCenter in perpetuity a royalty equal to five percent (5.0%) of Gross Sales Receipts.

This royalty shall be paid quarterly, by January 31, April 30, July 31, and October 31, based on payments received by, and non-cash transfers for value made during the prior three calendar months. Each year beginning in year two, the Lease Rental shall include a pro rata share of the cost of utilities for the Building and Property as set forth in Section 7.3 hereof.

Notwithstanding the above, annually, the entirety of the royalty shall be paid by Company to Board pursuant to Section 4.2 hereof, but the Lease Rental due to Board for the lease of the Building shall be reduced on a dollar-for-dollar basis by the royalty received by the AgCenter pursuant to Section 4.2 hereof.

4.2 Company shall pay to AgCenter in perpetuity a royalty equal to five percent (5%) of Gross Sales Receipts. This royalty shall be paid quarterly, by January 31, April 30, July 31, and October 31, based on payments received by, and non-cash transfers for value made during the prior three calendar months.

Company shall forward to AgCenter quarterly reports on or before January 31, April 30, July 31, and October 31 of each year, for the preceding three calendar months, containing the data, information, and documentation necessary to determine fully the royalty amount thus due. The reports shall be in a format that is self-explanatory to a person without knowledge of Company's detailed internal accounting practices. Such a report shall be made for each quarter, whether or not any royalty payment is due for that quarter, and whether or not any activity has occurred in that quarter.

The obligation to pay royalties is a principal part of the inducement to Board to enter into this Agreement. This obligation to pay royalties on Gross Sales Receipts shall continue indefinitely, so long as Lessee, Company, or any successor in interest manufactures or sells Product; and regardless of whether this Agreement or whether any lease of facilities from Board still continues or may have previously terminated.

Notwithstanding anything to the contrary contained in this Agreement, the parties agree that the obligation of Company to pay the herein described Royalty to AgCenter shall continue in full force and effect in perpetuity from the Effective Date hereof regardless of whether the lease of the Building Leased Premises, or any other rights hereunder, have terminated.

## **ARTICLE V. AGREEMENT TO CONSTRUCT IMPROVEMENTS TO THE BUILDING**

5.1 Design and Construction of Improvements. The Lessee does hereby agree at its sole expense to direct the preparation of the design and all supporting documentation for the construction of any Work, and to construct and perform the Work pursuant to said design, all in accordance with plans, specifications, and exterior architectural and site plans approved by the

LSU Representative and/or the Board and pursuant to the Board's design standards and any applicable standards of the AgCenter campus and as otherwise set forth in this Agreement.

5.2 Compliance with Certain Statutes. Section 3361, et seq. of Title 17 of the Louisiana Revised Statutes prescribes rules and regulations for leases of any portion of the campus by a college or university. By execution of this Agreement, Board represents that it has complied with the applicable statutory requirements of Louisiana Revised Statutes 17:3361, et seq. and hereby waives, by written consent the formulation and adoption of rules, regulations and requirements by Board relative to the demolition, erection, development, construction, performance and maintenance of any Work as referenced in Louisiana Revised Statutes 17:3362A, other than those set forth in this Agreement or specifically referenced in this Agreement.

## **ARTICLE VI. CONSTRUCTION**

At its sole expense, the Lessee shall design and construct any improvements to the Building Leased Premises (the "Work") in a good and workmanlike manner, in accordance with the following provisions:

6.1 Plans and Specifications; Change Orders. The Work expected to be performed by the Lessee pursuant to this Agreement is generally described on Exhibit "G" hereto, and no material deviation therefrom shall be implemented without the prior written consent of the LSU Representative. At least sixty (60) days prior to commencement of any Work, plans and specifications shall be delivered to the LSU Representative for review. The LSU Representative shall approve or disapprove, upon a commercially reasonable basis and upon compliance with all applicable standards of the Board and AgCenter, such plans and specifications in writing within thirty (30) days of receipt thereof. Furthermore, any exterior architectural and site plans shall also be presented to the Board for approval prior to commencement of any portion of the Work in the Building or on the Property. If any part of such plans and specifications or exterior architectural and site plans are disapproved, then the Board or the LSU Representative, as applicable, shall with all reasonable diligence provide sufficient written reasons and justification that the Lessee can adequately work to address any deficiencies in the submission. No Change Orders to the Construction Contract or changes to the plans, specifications, and/or exterior architectural and site plans which materially deviate therefrom shall be implemented without the prior written consent of the LSU Representative. Any request for Change Orders to the Construction Contract or changes to the plans, specifications, and/or exterior architectural and site plans shall be made to the LSU Representative, who shall approve or disapprove, upon a commercially reasonable basis and upon compliance with all applicable design standards of the Board and AgCenter, such request in writing within ten (10) business days of having received such request from the Lessee. If any Change Orders or changes to the plans, specifications, or exterior architectural and site plans are disapproved, then the LSU Representative shall with all reasonable diligence provide sufficient written reasons and justification that the Lessee can adequately work to address any deficiencies in the submission. In the event that the LSU Representative has not approved of the Lessee's plans and specifications within thirty (30) days of receipt therein, the plans and specifications shall be deemed disapproved.

The LSU Representative shall submit the plans and specifications for all Work to OFPC, which shall review the plans and specifications for the Work for the purpose of determining compliance with applicable building codes, space standards where appropriate, and standards assuring quality of construction. The plans and specifications for the Work shall be submitted to OFPC prior to commencement of construction.

6.2 Commencement and Completion of Work. No Work shall commence until the Board has approved any exterior architectural and site plans and the LSU Representative has given his written approval to the plans and specifications and his written approval of the notice to commence. Commencement and completion dates may be extended by a written change order issued by the Lessee and approved in writing by the LSU Representative. Notwithstanding anything to the contrary provide for herein, in the event that the Lessee is delayed from meeting any deadline related to the Work as a result of any event of Force Majeure, then the time period provided to the Lessee shall be extended by the number of days that the Lessee is delayed by an event of Force Majeure.

6.3 Construction Contract. All Work shall be performed on behalf of the Lessee pursuant to one or more Construction Contracts. Where appropriate, the Construction Contract(s) and bond(s) shall be recorded properly with the Clerk of Court of East Baton Rouge Parish prior to commencement of the Work. The Lessee shall include in every Construction Contract a liquidated damages clause acceptable to the LSU Representative. The Lessee shall not enter into any Construction Contract without the prior written approval of the LSU Representative. The LSU Representative shall approve or disapprove such Construction Contract within ten (10) business days of receipt of a copy of the Construction Contract from the Lessee. If the LSU Representative shall disapprove the submission, the LSU Representative shall provide sufficient written reasons and justification that the Lessee can adequately work to address any deficiencies in the submission. The Board and the Lessee hereby acknowledge the following, and to the extent practically and legally possible, each Construction Contract and all subcontracts entered into by a general contractor shall acknowledge expressly that the contractor and subcontractors have been informed of the following:

- (a) Work will be performed solely and exclusively for the Lessee.
- (b) The Lessee is a separate legal entity from the Board, and the Lessee has no authority to obligate the Board to any extent whatsoever.
- (c) Neither the Board nor the State of Louisiana shall be liable, directly or indirectly, for the payment of any sums whatsoever or for the performance of any other obligation whatsoever arising out of the Work performed pursuant to this Agreement; provided, however, that this provision shall not be deemed to limit the liability of the State Office of Risk Management or any other insurer under any policy or policies of insurance provided or issued to the Board, to the Lessee, or to any other entity.
- (d) The Lessee has no ownership interest in the Property or the Building upon which the Work will be performed. Any renovations and improvements, including any Work that are incorporated into the Building shall become

owned by the Board upon completion of the Work. Any renovations and improvements placed on the Property or in the Building made by the Lessee that do not become incorporated into the Building shall be owned by the Lessee during the Lease Term of this Agreement, and, at Board's sole option, subject to Article IX, shall become owned by the Board upon termination or expiration of this Agreement as provided for herein. The Work shall not give rise to any rights against the Property, the Building, or the Board.

6.4 Performance and Labor and Materials Payment Bond. The Lessee shall require that every contractor provide a performance and labor and materials payment bond with a corporate surety authorized to do business in the State of Louisiana. Said bonds shall be for the greater of the full amount of the contract price or for the amount of the guaranteed maximum price of the Work. Both the Lessee and the Board shall be obligees under the bonds.

6.5 Rights Concerning the Property During Construction. To the extent necessary, the Lessee and its contractors shall have the right to reasonably occupy and use the Property and the Building, with reasonable ingress to and egress from the Property and the Building, and as otherwise provided in Section 6.6 hereof, during the Lease Term, provided that such right does not unreasonably interfere with other occupants of the Building or Property, including occupants who are AgCenter employees. With the prior written consent of the LSU Representative, the Lessee shall fence or block off in a safe and secure manner acceptable to the LSU Representative that area of the Property and Building necessary to perform the Work. The Lessee assumes all responsibility for the condition of the Property and the Building used by it during the Lease Term. The Lessee and its contractors shall maintain the Property and the Building, and all improvements thereon or therein in a reasonably prudent manner at all times. The Lessee will take prudent care of the Property and Building and return same to the Board upon expiration or termination of this Agreement in as good a condition as when received, as modified by construction of the Work, ordinary wear and tear excepted. The Lessee accepts the Property and the Building for the purposes herein outlined without any warranty of title or recourse whatsoever against the Board, except as otherwise specifically provided for in this Agreement.

6.6 Access over Adjoining Property During Construction. The Lessee shall be entitled to reasonable access to the Property over and across adjoining property owned by the Board as is reasonably necessary in order for the Lessee to fulfill its obligations hereunder; provided, however, that the Board shall designate in advance specific adjoining property/properties that may be used by the Lessee pursuant to this paragraph. The Board shall be entitled to designate different comparable replacement adjoining properties to be used for access from time to time as circumstances dictate. The Lessee will not unreasonably interfere with the Board's use of such other property / properties or with Board or AgCenter's use of the Building other than the Building Leased Premises.

6.7 Board/LSU Rules and Regulations; Code Compliance; Board Access During Construction. The Lessee agrees that it will comply with all Board regulations and policies with regard to all contractors and personnel entering the Property or the Building for purposes of renovation and improvement, which regulations and policies will be addressed at the pre-construction conference, and with all state and local laws and ordinances regulating its

operations on the Property or in the Building, and that Lessee will secure at its own expense all necessary permits, licenses and other approvals from all regulatory agencies or bodies necessary for the Work. The Lessee shall make these same requirements of its contractor(s) for the Work. The Lessee and its contractors shall design and construct the Work in accordance with all adopted current and applicable codes, rules, regulations, applicable laws, and applicable amendments thereto, including but not limited to the International Building Code, NCANSI-A117.1 (1986 or the edition current as of the Effective Date hereof), the most recent edition of the NFPA 101: Life Safety Code, the Americans with Disabilities Act, and all applicable local and state uniform building codes in effect as of the Effective Date hereof. The Work, the Property, and the Building shall be subject to inspection by the LSU Representative, who shall have access at all times to the Work, the Property, and the Building for all purposes including but not limited to the right to review the Work to determine that it is being performed in compliance with approved plans and specifications and in a good and workmanlike manner. Furthermore, the LSU Representative(s) shall at all times have access to the Property and the Building, and the exercise of all rights provided for in this Agreement and by law.

6.8 Approvals. The Board shall not unreasonably withhold, condition, deny or delay any approval or consent required pursuant to this Agreement. Failure by the Board to approve or disapprove within a time limit set forth herein shall be deemed disapproval by the Board unless otherwise set forth herein.

6.9 Signage. Before erecting or placing any sign upon or in the Property or the Building, the Lessee shall submit the design specifications of such sign to the LSU Representative for approval, which approval shall not be withheld if such signage is consistent with the Board's and the AgCenter's current signage policy or if such signage was included in the plans and specifications which have been approved by the LSU Representative.

6.10 Acceptance of The Work. Prior to acceptance of any Work, the Lessee shall deliver the following to the LSU Representative:

- (a) All governmental reviews, acceptance letters, and associated appeals, including but not limited to the Office of the State Fire Marshall and the Department of Public Health, if applicable; and
- (b) A clear lien certificate as to the Work obtained from the East Baton Rouge Parish clerk's office, or evidence that any and all liens against the Property, the Building, and the Work have been adequately bonded.

The Lessee will not accept the Work without the written approval of the LSU Representative. The Lessee agrees to complete all warranty and punch list items within the first year following approval by the LSU Representative of the acceptance of the Work. The Board reserves the right to refuse, itself or through the LSU Representative, the acceptance of the Work unless the Lessee certifies in writing to the LSU Representative that monies equal to the value of the punch list deficiencies have been withheld by the Lessee for payment for completion of the punch list items and that such monies shall not be expended for any other purpose. Final payment shall not be made to the contractor until the LSU Representative agrees in writing that the punch list items have been completed.

6.11 Funds for Work. If the President of LSU so requests, prior to the commencement of any Work, the Lessee shall certify in writing to the LSU Representative that the total amount of money needed to complete the Work has been collected and/or appropriate financing acquired by the Lessee and that such funds have been and will be dedicated to that use and will not be expended for any other purpose.

6.12 Clerk of the Works. If in the LSU Representative's sole discretion it becomes necessary, the Lessee shall hire at its sole expense a Clerk of the Works for full-time supervision of the Work, which cost shall not exceed reasonable market rate for such services.

6.13 No Liens or Sale; Release of Recorded Liens. The Lessee shall not suffer or permit any liens to be enforced against the Property, the Building, the Work, or the Board by reason of a failure to pay for any work, labor, services, or materials supplied or claimed to have been supplied to the Lessee or to anyone through or under the Lessee related to the Work, the Property, or the Building. If any such liens shall be recorded, the Lessee shall cause the same to be released of record, or in the alternative, if the Lessee in good faith desires to contest the same, the Lessee shall be privileged to do so, but in such case, the Lessee hereby agrees to indemnify and save the Board harmless from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure on said lien, cause the same to be discharged and released prior to the execution of said judgment. Furthermore, at the LSU Representative's request, the Lessee shall promptly deposit with the Recorder of Mortgages for East Baton Rouge Parish a bond guaranteeing payment of any such liens.

6.14 Financing or Sale of Property. Except as otherwise provided for in Section \_\_\_\_\_, the Lessee shall not agree to any financing arrangements with respect to the funding of the construction of the Work or any encumbrances on the Work or otherwise related to the Property or the Building without the prior written approval of the LSU Representative. The Lessee shall not sell or transfer title to the Work or any improvements related to the Property or the Building without the prior written approval of the President of LSU.

6.15 Protection of Trees and Utility Lines. The Lessee and its contractor(s) will not remove or trim any trees located on or adjacent to the Property without the prior written consent of the LSU Representative, which consent shall not be unreasonably withheld. During construction, the Lessee and its contractors will protect and guard all trees standing within 100 yards of the construction site for a distance of ten (10) feet from the drip line of each tree against vehicular traffic and other reasonably foreseeable hazards, and Lessee and its contractors will not store any construction materials within the protected areas. Any existing utility lines to surrounding buildings must be rerouted by the Lessee with the prior approval of the LSU Representative in order that the Work not be placed over any existing utility lines.

## **ARTICLE VII. USE, MAINTENANCE, AND REPAIRS**

7.1 Use. Subject to the terms and provisions hereof, the Lessee and the Company shall use the Property, the Building, and the Building Leased Premises solely for development, production and marketing of antigens and vaccines against blood borne pathogens for bovine (the "Permitted Use"). The Lessee's and Company's use of the Property and the Building shall



comply at all times with all applicable laws, orders, ordinances, zoning ordinances, regulations, and statutes of any federal, state, parish, or municipal government now or hereafter in effect, including all environmental laws and regulations. Furthermore, Board and AgCenter agree that Board and AgCenter will not make any use of the Building or Property that would jeopardize the granting or continued effectiveness of any USDA licenses granted with respect to the Building Leased Premises or the production and marketing of the antigens and vaccines therein.

7.2 Prohibited Uses. Lessee and Company shall not use the Property or Building for the sale, distribution, storage, transportation, or handling of petroleum or synthetic products. Lessee and Company shall not make any use of the Property or Building in violation of any applicable statutes, ordinances, regulations or laws and shall not permit any contamination or pollution on, in or about the Property or Building or increase the fire or insurance hazard by any use thereof. Before beginning any Work on the Property or Building, the Lessee shall obtain any permits required by the State of Louisiana, the Parish of East Baton Rouge, the United States of America or any of their subdivisions, agencies or departments related to the sale, distribution, storage, transportation, or handling of petroleum or synthetic products. Lessee and/or Company shall not install or otherwise place storage tanks in or on the Property or in or on the Building without the LSU Representative's prior written consent, which, in addition to any other conditions required by the Board, shall be subject to the condition that any such tank shall be located on a concrete slab and shall be surrounded by a retaining wall that shall retain the products stored in the tanks in the event of any spill, discharge, leak, overflow, or other release.

7.3 Utilities. In year one of this Agreement, the Board shall be responsible for the payment of all utilities related to the Leased Premises, including but not limited to charges for electricity, energy, light, heat, air conditioning, power, telephone, garbage, or other trash removal and disposal, water, and sewer user fees. In year two of this Agreement, and in each year of this Agreement thereafter, Lessee shall pay to Board its proportionate share of all utilities charged for that portion of the Building constituting the Building Leased Premises during each respective year. The proportionate share shall be determined through a ratio in which the numerator shall be the square footage in the Building Leases Premises and the denominator shall be the square footage in the entirety of the Building. All utilities will be billed directly to and in the name of Board, and will then be apportioned as provided herein. It shall be the responsibility of the Lessee to make all necessary arrangements to tap into existing and other services. The Lessee shall be allowed to tie into all future utilities installed at its discretion and sole cost. On a monthly basis, the AgCenter will provide to Lessee an accounting of the amount due to the AgCenter by Lessee for Lessee's proportionate share of the utilities. Lessee shall remit payment to the AgCenter for each such invoice within ten (10) days of receipt thereof.

7.4 Maintenance and Repairs. The Lessee shall provide ordinary and routine maintain for the Building Leased Premises, and shall maintain the Building Leased Premises in good condition and shall make all necessary repairs to the improvements thereon to maintain them in the same or better condition as they were at the beginning of the Lease Term and after completion of the Work, ordinary wear and tear excepted. Board shall provide all major maintenance required for the Building and the Property. Board shall keep the foundation, the roof, the exterior walls, all structural portions of the Building, the Building's plumbing and electrical systems, HVAC units, exterior painting, and the exterior sewer lines serving the

Building, and all mechanical and other building systems installed or provided by Board, in good repair and in compliance with all legal requirements.

7.5 Access to Property. The Board shall provide to Lessee ingress and access to the Building Leased Premises at all times. Lessee shall at all times allow the Board access to the Building Leased Premises as necessary. Notwithstanding the foregoing, entry by the Board shall occur in such a manner as to not unreasonably interfere with the Lessee's use and enjoyment of the Building Leased Premises.

7.6 Right of Use. Board hereby grants to Lessee a right of use over, upon and across the Property for such purposes as are reasonably necessary and intended to accomplish the development, production and marketing of antigens and vaccines against blood borne pathogens for bovine; provided, however, such right of use shall be non-exclusive, Lessee shall not unreasonably interfere with the AgCenter's use of the Property, and Lessee and Company shall have no right of use over or with respect to those areas labeled on Exhibit "E" hereto as (1) the Graveyard, and (2) Possible Future Development by LSU AgCenter Space. Furthermore, notwithstanding any other provision of this Agreement, the Board expressly reserves all mineral rights regarding the Property, including but in no way limited to the right, acting either directly or through its agents, contractors, and/or mineral lessees, to conduct mineral exploration and production activities below the Property by directional or other drilling. Lessee shall not unreasonably interfere with such operations.

7.7 Waiver and Disclaimer of Warranties. Lessee accepts the Building Leased Premises in its "as is" and existing condition, at the Lessee's sole risk and without any warranty of any kind or nature, whether express or implied, contractual or statutory and whether as to the condition (patent or latent) or state of repair of the Building Leased Premises or the fitness of same for the Lessee's purposes or for any other purpose whatsoever, except as may otherwise be specifically provided for herein. The Board warrants only against eviction, and all other warranties are expressly disclaimed by the Board and waived and renounced by the Lessee.

7.8 Common Areas

- (a) Lessee will have the non-exclusive right, along with its employees and invitees, to use the parking areas, landscaped areas, and other areas designated from time to time by AgCenter for Lessee's use (the "Common Areas"). In using the Common Areas, Lessee will not impede the use of the Common Areas and Lessee will use its best efforts to prevent its employees and invitees from loitering in the Common Areas or using the Common Areas for other than their intended purpose. AgCenter will have exclusive control and management over the Common Areas and will have the right, from time to time, to establish rules and regulations with respect to the use of the Common Areas that do not materially hinder the regular business operations of Lessee in the Building Leased Premises, to restrict parking by employees and invitees of Lessee to designated parking areas, to close temporarily any portion of the Common Areas (provided reasonable access, to the extent not otherwise restricted by any Governmental Authority or as the result of Force Majeure, remains open at

all times to the Leased Premises), and to increase, reduce, reconfigure, or change the Common Areas in any way AgCenter determines to be necessary or desirable provided any such changes do not materially affect Lessee’s access to the Building, access to parking, and ingress and egress to the Building Leased Premises or materially increase Lessee or its invitees costs of normal business operations in the Building Leased Premises. AgCenter will have no liability to Lessee or its invitees for any closure, increase, reduction, reconfiguring, or other change in the Common Areas that is performed in conformance with this Section.

- (b) AgCenter and Lessee shall jointly operate, manage, repair and maintain the Common Areas in a neat and clean condition. AgCenter and Lessee shall share the expenses related to the Common Areas on a 50-50 basis, and on a monthly basis, the AgCenter will provide to Lessee an accounting of the amount due to the AgCenter by Lessee for Lessee’s proportionate share of the expenses related to the Common Areas. Lessee shall remit payment to the AgCenter for each such invoice within ten (10) days of receipt thereof; provided, however, each party shall pay the utility costs (gas) for its use of the existing incinerator, which expense has been calculated at \$100.00 per hour of use. Lessee and Company shall reimburse AgCenter for any such expense associated with the use of the incinerator within ten (10) days of receiving an invoice therefor from the AgCenter.

**ARTICLE VIII.  
INSURANCE**

8.1 Required Insurance. Throughout the Lease Term, Lessee and Company shall at all times maintain or cause to be maintained, with respect to the Building Leased Premises and all buildings and improvements thereon, insurance in the following types and amounts. Such insurance shall be with insurance companies duly licensed to do business in the State of Louisiana and, to the extent available on commercially reasonable terms, bearing a rate of A+:XV in the latest Best Casualty Insurance Reports.

TYPE	AMOUNT
Commercial General Liability Insurance for the following where the exposure exists: (a) premises-operations (b) broad form Lease liability (c) products/completed operations (d) use of contractors and subcontractors (e) personal injury (bodily injury and death) (f) broad form property damage (g) explosion, collapse and underground property damage	Coverage in an amount not less than: \$2,000,000.00 per occurrence; \$5,000,000.00 General Aggregate; and \$5,000,000.00 Products & Completed Operations Aggregate; less a commercially reasonable deductible. “Claims Made form is not acceptable.

(h) independent contractors (i) sprinkler leakage legal liability	
Business Automobile Liability Insurance for bodily injury and property damage, covering owned, hired, rented, and leased automobiles.	Combined single limit of One Million Dollars (\$1,000,000.00) per occurrence.
Worker's Compensation & Employer's Liability Insurance.	Limits as required by the Labor Code of the State of Louisiana and Employer's Liability coverage. Employer's liability limit is to be \$1,000,000.00 when work is to be over.
Business Interruption Insurance covering loss of rents by reason or total or partial suspension of, or interruption in, the operation of Leased Premises caused by the damage thereof.	12 months guaranteed rental revenue.
Flood insurance, if applicable.	In amounts determined by AgCenter to be reasonable, but no more than the amount available under the National Flood Insurance Program.
Liquor liability insurance, if applicable	Limits of One Million (\$1,000,000.00) Dollars

8.2 Additional Insurance Requirements During the Work. Unless otherwise approved in writing by the LSU Representative, during any Work, Lessee shall maintain or require its contractor(s) to maintain the following insurance in addition to the coverages provided by 8.1 above:

- (a) Builder's Risk Insurance. Lessee or contractor shall provide an "All Risk" builder's risk insurance policy, including but not limited to fire and extended coverage insurance including wind, earthquake, collapse, vandalism, malicious mischief, and theft including theft of materials whether or not attached to any structure, for not less than one hundred percent (100%) of the full replacement value of the Work, the Property, all buildings and improvements located on the Property and the Building, to protect against any damage or loss during the Work. This policy shall be taken out prior to commencement of construction and discontinued upon final completion of all Punch List items to the satisfaction of the LSU Representative. The coverage shall include the architect's and engineer's fees to provide plans, specifications and supervision of Work for the repair and/or replacement of property damage following a loss during construction. Written evidence of such insurance shall be provided to the LSU Representative prior to commencement of any Work. The policy shall include coverage for and shall run in favor of the Board, the AgCenter, Lessee, and Lessee's contractor(s) and any subcontractors as their interests may appear.
- (b) General Liability and Property Damage Insurance. Lessee and its contractors, before commencing any Work, shall procure such comprehensive liability and property damage insurance, including, but not limited to Commercial General Liability, Personal and Advertising Injury

Liability, Products and Completed Operations Liability and insurance for the operation of motor vehicles, which will cover, to the extent allowed by law, Lessee's, the Board's, the AgCenter's and the architect's legal liability (but not the architect's professional liability) arising out of the Work performed by Lessee or any of its contractors or subcontractors and by anyone directly or indirectly employed by any of them, for claims for damages for personal injury, including accidental death, as well as claims for property damage, including but not limited to damage to surrounding structures and buildings. Unless otherwise agreed to in writing by the Board, such policy or policies of insurance shall provide minimum liability limits of Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence and Five Million and 00/100 Dollars (\$5,000,000.00) general aggregate. Lessee shall also require its contractors and subcontractors to have in full force and affect a policy of workers' compensation and employer's liability insurance before proceeding with the construction under this Agreement, which insurance shall be in compliance with the Louisiana Workers Compensation Act. Employer's liability coverage shall be included with a minimum limit of \$500,000 per accident/per disease/per employee.

- (c) Architect's Design, Errors and Omissions. Lessee shall provide to the Board evidence that any architect for the Work has procured architect's design, errors and omissions insurance coverage for the Work in an amount acceptable to the LSU Representative.
- (d) Pollution Liability. Pollution Liability Insurance, including gradual release as well as sudden and accidental releases, shall be obtained by Lessee and/or its contractors prior to commencement of any Work and shall include a minimum limit of not less than \$1,000,000.00 per claim.

8.3 Required Insurance Shall Be Primary. All insurance required hereby shall be primary as respects the AgCenter, the Board and its board members, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Louisiana Office of Risk Management and the Board shall be excess and noncontributory of Lessee, Company or any contractors' insurance.

8.4 Failure to Comply With Reporting Requirements. Any failure of the Lessee, Company or its contractor(s) to comply with reporting requirements of a policy required hereby shall not affect coverage provided to the AgCenter, the Board and its board members, employees, agents, and volunteers.

8.5 Application of Multiple Policies. Lessee's, Company's and/or any contractors' insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policy limits.

8.6 No Release. Neither the acceptance of any completed Work nor the payment therefor shall release Lessee, Company or any contractor from the obligations of the insurance requirements or indemnification set forth herein.

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

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

8.9 Deductibles and SIR's. Any deductibles or self-insured retentions must be declared to and accepted by the LSU Representative. Lessee, Company and/or its contractors shall be responsible for all deductibles and self-insured retentions.

8.10 No Special Limitations. The coverage required hereunder shall contain no special limitations on the scope of protection afforded to the AgCenter, the Board and its board members, employees, agents, and volunteers.

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

8.12 Occurrence Based Policies. All insurance required hereunder shall be occurrence coverage. Claims-made policies are not allowed.

8.13 Verification of Coverage. Lessee and Company shall furnish the LSU Representative with Certificates of Insurance reflecting proof of coverage required hereunder. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the LSU Representative before Work commences and upon any contract renewal thereafter. In addition to the certificates, Lessee and Company shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The LSU Representative reserves the right to request complete certified copies of all required insurance policies at any time. Said certificates and policies shall to the extent allowed by law provide at least a thirty (30) day written notification to the LSU Representative prior to the cancellation thereof. Upon failure of Lessee and Company to furnish, deliver and maintain such insurance as provided herein, and expiration of the cure period in Section 12.1(c), this Agreement, at the election of the Board, may be suspended, discontinued or terminated; alternatively, the Board may, but shall not shall be obligated to, obtain said insurance on behalf of Lessee and Company at Lessee's and Company's commercially reasonable cost and expense. Failure of Lessee or Company to purchase and/or

maintain, either itself or through its contractor(s), any required insurance, shall not relieve Lessee or Company from any liability or indemnification hereunder.

8.14 Additional Insureds. Lessee, Company, the AgCenter, the Board, and their board members, employees, and agents shall each be named as additional insureds on all policies required hereby.

**ARTICLE IX.  
DONATION OF WORK AND IMPROVEMENTS  
AND TITLE THERETO**

Upon the expiration of this Agreement, at Board's sole option, Lessee shall donate the entirety of all Work, including all buildings and improvement constructed and/or located on the Building or the Property, to the Board. The parties agree to execute any and all documents necessary to effectuate the donation and the acceptance thereof by the Board and will record the donation and acceptance in the records of East Baton Rouge Parish. Alternatively, at Board's sole option, Lessee agrees to do the Work necessary at the termination of this Agreement to restore the Building Leased Premises at Board's sole discretion, to all or part of its condition as of the Effective Date of this Agreement.

**ARTICLE X.  
INDEMNIFICATION**

Lessee and Company agree to defend, indemnify, and hold the Board Indemnitees harmless from and against any and all claims arising out of or in any way connected to Lessee's or Company's use and occupancy of the Building Leased Premises and the performance of all of its rights, duties, and obligations set forth in this Agreement, specifically including but in no way limited to the construction of any Work, except to the extent such claims and any resulting damages were caused by the fault and/or negligence of the Board Indemnitees. Said obligation shall include but shall not necessarily be limited to defending the Board Indemnitees in any legal action against them, paying in full and satisfying any claims, demands, or judgments made or rendered against the Board Indemnitees, and reimbursing the Board Indemnitees for any legal expenses, including attorney fees and court costs, which may be incurred by them in defense of any claim or legal action arising hereunder; provided, however, that Lessee's and Company's costs, expenses and indemnity payments incurred in fulfilling this indemnity and defense obligation shall be limited to insurance proceeds which are available for this purpose, but only if Lessee and Company have procured and kept in force the insurance required by this Agreement.

To the extent allowed by law, the Board agrees to defend, indemnify, and hold Lessee and Company Indemnitees harmless from and against any and all claims arising out of or in any way connected to the Board's actions on the Building Leased Premises and the performance of all of its rights, duties, and obligations set forth in this Agreement, except to the extent such claims and any resulting damages were caused by the fault and/or negligence of Lessee and Company Indemnitees. Said obligation shall include but shall not necessarily be limited to defending Lessee and Company Indemnitees in any legal action against them, paying in full and satisfying any claims, demands, or judgments made or rendered against Lessee and Company Indemnitees, and reimbursing Lessee and Company Indemnitees for any legal expenses,

including attorney fees and court costs, which may be incurred by them in defense of any claim or legal action arising hereunder; provided, however, that the Board's costs, expenses and indemnity payments incurred in fulfilling this indemnity and defense obligation shall be limited to insurance proceeds which are available for this purpose.

**ARTICLE XI.  
NOTICES**

All notices, demands, and correspondence made necessary by or provided pursuant to this Agreement shall be in writing and shall be deemed to have been properly given, served and addressed, if and when (i) deposited in Federal Express (or any other national "next day" delivery service), or (ii) deposited in the United States mail via registered or certified mail, postage prepaid, return receipt requested, or (iii) sent via facsimile or email, if a copy is also sent the same day via (i) or (ii) above provided that if so sent, a copy thereof is received by the sending party from the receiving party, directed as follows:

The Board: Board of Supervisors of  
Louisiana State University and Agricultural  
and Mechanical College  
Attention: President of LSU  
3810 West Lakeshore Drive  
Baton Rouge, Louisiana 70808

With copies to: LSU AgCenter  
Vice President for Agriculture  
101D J. Norman Efferson Hall  
Baton Rouge, Louisiana 70803

Lessee: Professional Specialties  
  
Baton Rouge, Louisiana  
  
Company University Products LLC  
  
Baton Rouge, Louisiana

**ARTICLE XII.  
LESSEE EVENT OF DEFAULT**

12.1 The Board may declare Lessee to be in default upon one or more of the following events, any of which shall constitute a "Lessee Event of Default" hereunder:

- (a) Failure of Lessee to complete any Work as set forth herein within three (3) years from the Effective Date of this Agreement, including any extended time period which has been mutually agreed in writing by the LSU



Representative and Lessee, and as may be extended due to Force Majeure delays per Section 6.2, and which failure has continued for a period of sixty (60) days (or such additional reasonable time provided that Lessee is diligently working to cure the delay, and is progressing in a reasonable fashion to cure the delay) after receipt of written notice from the LSU Representative specifying such failure and requesting that it be remedied, or

- (b) A material deviation, unauthorized in writing by the LSU Representative, from the plans and specifications for any Work approved by the LSU Representative or from the exterior architectural and site plans approved by the Board, which has continued for a period of sixty (60) days (or longer period of time as reasonably required in the event that the default cannot be reasonably cured within the deadline and Lessee is diligently working to cure the default) after receipt of written notice from the LSU Representative specifying such failure and requesting that it be remedied, or
- (c) Failure of Lessee to observe or perform any other covenant, condition, or agreement upon its part to be observed or performed under this Agreement for a period of thirty (30) days (or longer period of time as reasonably required in the event that the default cannot be reasonably cured within the deadline and Lessee is diligently working to cure the default, but not to exceed a total of 180 days) after receipt of written notice from the LSU Representative specifying such failure and requesting that it be remedied, or
- (d) The taking by execution of the Work for the benefit of any person or entity other than the Board, or
- (e) A court of proper jurisdiction entering an order for relief in any involuntary case commenced against Lessee, as debtor, under the Federal Bankruptcy Code, as now or hereafter constituted, or the entry of a decree or order by a court having jurisdiction in the premises appointing a custodian, receiver, liquidator, assignee, trustee, or other similar official of or for Lessee or any substantial part of the properties of Lessee or ordering the winding up or liquidation of the affairs of Lessee, and the continuance of any such decree or order unstayed and in effect for a period of ninety (90) consecutive days, or
- (f) The commencement by Lessee of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or the consent or acquiescence by Lessee to the commencement of a case under such Code or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, or other similar official of or for Lessee or any substantial part of the properties of Lessee, or

- (g) Lessee, after commencement of construction but prior to substantially completing any Work, abandons (with no intent to continue) construction for a period of thirty (30) consecutive days, excluding delays caused by Force Majeure, which continues for a period of fifteen (15) days after receipt of written notice from the LSU Representative.

12.2 Whenever any Lessee Event of Default referred to in this section shall have occurred and be continuing beyond any specified cure period, then in addition to any other remedies herein or by law provided, the Board shall have the right to recover reasonable damages and, without any further demand or notice, to declare this Agreement terminated. In the event of such termination of this Agreement, the Lessee expressly waives any notice to vacate. Notwithstanding anything to the contrary set forth herein, in the event of termination of this Agreement by the Board upon a Lessee Event of Default prior to approval by Board of final acceptance of the Work, the Board, at its sole option, shall have the right to accept full ownership of and title to the Work as well as all funds dedicated to complete the Work, and Lessee shall execute any and all documents necessary to effectuate same; provided, however, that the, Board, at its sole option, may require Lessee to transfer its rights and obligations under this Agreement, as well as any funds Lessee has dedicated to complete the Work, to another nonprofit corporation or entity which meets the requirements of La. R.S. 17:3390 and which is acceptable to the Board. Furthermore, in the event of the termination of this Agreement during the Work due to the default of the Lessee, the Board may call on the surety under the performance bond to complete the Work, and the Board, at its sole option, shall either become the owner of all renovations and improvements made on or to the Property, or shall require the Lessee to transfer its rights and obligations under this Agreement and any funds Lessee has dedicated to complete the Work to another nonprofit corporation or entity which meets the requirements of La. R.S. 17:3390 and which is acceptable to the Board.

### **ARTICLE XIII. COMPANY EVENT OF DEFAULT**

13.1 The Board may declare the Company to be in default upon one or more of the following events, any of which shall constitute a “Company Event of Default” hereunder:

- (a) Failure of the Company to observe or perform any covenant, condition, or agreement upon its part to be observed or performed under this Agreement for a period of thirty (30) days (or longer period of time as reasonably required in the event that the default cannot be reasonably cured within the deadline and the Company is diligently working to cure the default, but not to exceed a total of 180 days) after receipt of written notice from the LSU Representative specifying such failure and requesting that it be remedied, or
- (b) A court of proper jurisdiction entering an order for relief in any involuntary case commenced against the Company, as debtor, under the Federal Bankruptcy Code, as now or hereafter constituted, or the entry of a decree or order by a court having jurisdiction in the premises appointing a custodian, receiver, liquidator, assignee, trustee, or other similar official of

or for the Company or any substantial part of the properties of the Company or ordering the winding up or liquidation of the affairs of the Company, and the continuance of any such decree or order unstayed and in effect for a period of ninety (90) consecutive days, or

- (c) The commencement by the Company of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or the consent or acquiescence by the Company to the commencement of a case under such Code or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, or other similar official of or for the Company or any substantial part of the properties of the Company, or

13.2 Whenever any Company Event of Default referred to in this section shall have occurred and be continuing beyond any specified cure period, then in addition to any other remedies herein or by law provided, the Board shall have the right to recover reasonable damages and, without any further demand or notice, to declare this Agreement terminated. In the event of such termination of this Agreement, the Company expressly waives any notice to vacate.

#### **ARTICLE XIV. BOARD DEFAULT**

Lessee and Company may declare the Board in default upon the failure of the Board to observe or perform any covenant, condition or agreement upon its part to be observed or performed under this Agreement for a period of thirty (30) days after receipt of written notice from Lessee or Company specifying such failure and requesting that it be remedied. If the default be continuing and the Board has not taken any action reasonably anticipated to cure such default, then in addition to any other remedies herein or by law or equity provided, Lessee or Company shall have the right to select any one or more of the following remedies, without further demand or notice: to declare this Agreement terminated, to require the Board to correct the specific failure, and to recover reasonable damages suffered by the Lessee or Company.

#### **ARTICLE XV. TERMINATION FOR CONVENIENCE**

Any of Board, Lessee or Company may terminate the lease of the Building Leased Premises at any time by giving 180 days written notice to the others.

#### **ARTICLE XVI. OWNERSHIP**

All records, reports, documents and other material delivered or transmitted to Lessee and/or Company by Board shall remain the property of Board, and shall be returned by Lessee or Company, as appropriate, to Board, at Lessee's and Company's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by Lessee and/or Company in connection with the performance of the services contracted for herein shall become the property of Board, and shall, upon request, be transferred by Lessee and/or Company to Board, at Lessee's and Company's expense, at termination or expiration of this Agreement.

**ARTICLE XVII.  
NON-ASSIGNABILITY**

Lessee and Company shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the LSU Representative. This provision shall not be construed to prohibit Lessee and Company from assigning to their bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the LSU Representative.

**ARTICLE XVIII.  
FISCAL FUNDING**

The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

**ARTICLE XIX.  
DISCRIMINATION CLAUSE**

Lessee and Company agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Company agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Lessee and Company agree not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities.

Any act of discrimination committed by Lessee or Company, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

**ARTICLE XX.  
MISCELLANEOUS**

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

20.2 Attorney Fees. If any party is required to commence legal proceedings relating to this Agreement, the prevailing party to the extent allowed by law shall be entitled to receive reimbursement for its reasonable attorney fees and costs of suit from the non-prevailing party.

20.3 Louisiana Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Louisiana, and the sole forum for all disputes arising out of this Agreement shall be the Nineteenth Judicial District Court for the Parish of East Baton Rouge.

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

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

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

20.7 Name, Logo, or Marks. No party shall make use of another party's name, logo, or marks without its prior written consent.

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

20.9 Assignment and Sub-Letting. Lessee and/or Company shall not assign or sublease this Agreement or any part hereof without the prior written consent of the President of LSU, which shall not be unreasonably withheld, and any attempted assignment or sublease without such consent shall be null and void as to the Board.

20.10 Books, Records and Audit. The books, accounts and records of Lessee and Company which pertain directly to this Agreement shall be maintained at the principal office of Lessee. The Board may at its option and at its own expense during customary business hours, conduct internal audits of the books, bank accounts, records and accounts of Lessee and/or the Company and its contractor(s) to the extent necessary to verify compliance with this Agreement

or insofar as said books, bank accounts, records and accounts directly relate to Lessee's or Company's performance of its obligations under this Agreement. Audits may be made on either a continuous or periodic basis or both and may be conducted by employees of the Board, by independent auditors retained by the Board to conduct such audit, by the Louisiana Legislative Auditor or by the Office of the Governor, Division of Administration, but any and all such audits shall be conducted without materially or unreasonably or unnecessarily interrupting or interfering with the normal conduct of business affairs of Lessee or Company.

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

20.12 Notice of Lease. Lessee and Company agree not to record this Agreement. The parties shall execute a Notice of Lease for recording in the records of East Baton Rouge Parish, meeting the requirements of LSA R.S. 9:2742, and the cost of recording will be borne by Lessee.

20.13 LSU Representative. In addition to any other individuals specifically authorized in writing by the President of LSU to act as the LSU Representative, the General Counsel to the President and Board of Supervisors and/or the Associate Vice President for Facility & Property Oversight are hereby authorized to act as an LSU Representative.

20.14 Entire Agreement. This Agreement, including any exhibits attached hereto, contains the final and entire agreement between the parties hereto with respect to the Building Leased Premises and any Work, and contains all of the terms and conditions agreed upon with respect to the Building Leased Premises and any Work, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto; it being the intent of the parties that neither shall be bound by any term, condition, or representation not herein written.

20.15 Lessee's Property. The Board agrees that Lessee shall have the right, at any time or from time to time, to remove Lessee's Property, other than any property that constitutes Work, from the Building Leased Premises, at its expense, and shall immediately repair any damage occasioned by the removal of Lessee's Property. Lessee shall pay before delinquency all taxes, assessments, license fees and public charges levied, assessed or imposed upon Lessee's Property.

20.16 Representations and Warranties of the Parties. To induce the other parties to execute, deliver and perform this Agreement, and without regard to any independent investigations made by any other party, each party represents and warrants to the other parties on and as of the date of execution and delivery of this Agreement that it has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed pursuant hereto, and all required actions and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto are and shall be duly authorized to sign the same on that party's behalf and to bind that party thereto. This Agreement and all documents to be executed pursuant hereto by the parties are and shall be binding upon and enforceable against each party in accordance with their respective terms, and the transaction contemplated hereby will not result in a breach

of, or constitute a default or permit acceleration of maturity under, any indenture, mortgage, deed of trust, loan agreement or other agreement to which each respective party is subject or by which each respective party is bound.

20.17 Force Majeure. If any party hereto is delayed or prevented from the performance of any act required hereunder or the satisfaction of any condition contained herein by reason of an act of Force Majeure, then upon notice to the other parties the period for the performance of such act or the satisfaction of such condition shall be extended for a period equal to the period of such delay; provided, however, the party so delayed or prevented from performing shall make good faith efforts to remedy the cause of delay and to resume performance. Notwithstanding anything to the contrary set forth in this Agreement, nothing in this section shall excuse the Lessee from the prompt payment of any Rent or other charges required of Lessee hereunder.

**ARTICLE XXI.  
EXHIBITS**

- Exhibit A – Resolution of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College
- Exhibit B – Resolution of the Board of Directors of Professional Specialties
- Exhibit C – Resolution of the Members of University Products, LLC
- Exhibit D – Map Showing Common Areas
- Exhibit E – Property
- Exhibit F – Building Leased Property
- Exhibit G – Proposed Work

(Remainder of Page Intentionally Left Blank/Signature Page Follows)

*Signature Page for Agreement for Lease of Facility and Commercialization of Vaccine  
by and among Board of Supervisors of Louisiana State University and Agricultural and Mechanical College,  
Professional Specialties and University Products LLC*

**IN WITNESS WHEREOF**, the parties hereby signed this Agreement in the presence of the undersigned competent witnesses, as of the date set forth by the signatures, to be effective on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**WITNESSES:**

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

\_\_\_\_\_  
Print name: \_\_\_\_\_

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

\_\_\_\_\_  
Print name: \_\_\_\_\_

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

**PROFESSIONAL SPECIALTIES**

\_\_\_\_\_  
Print name: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print name: \_\_\_\_\_

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

**UNIVERSITY PRODUCTS LLC**

\_\_\_\_\_  
Print name: \_\_\_\_\_

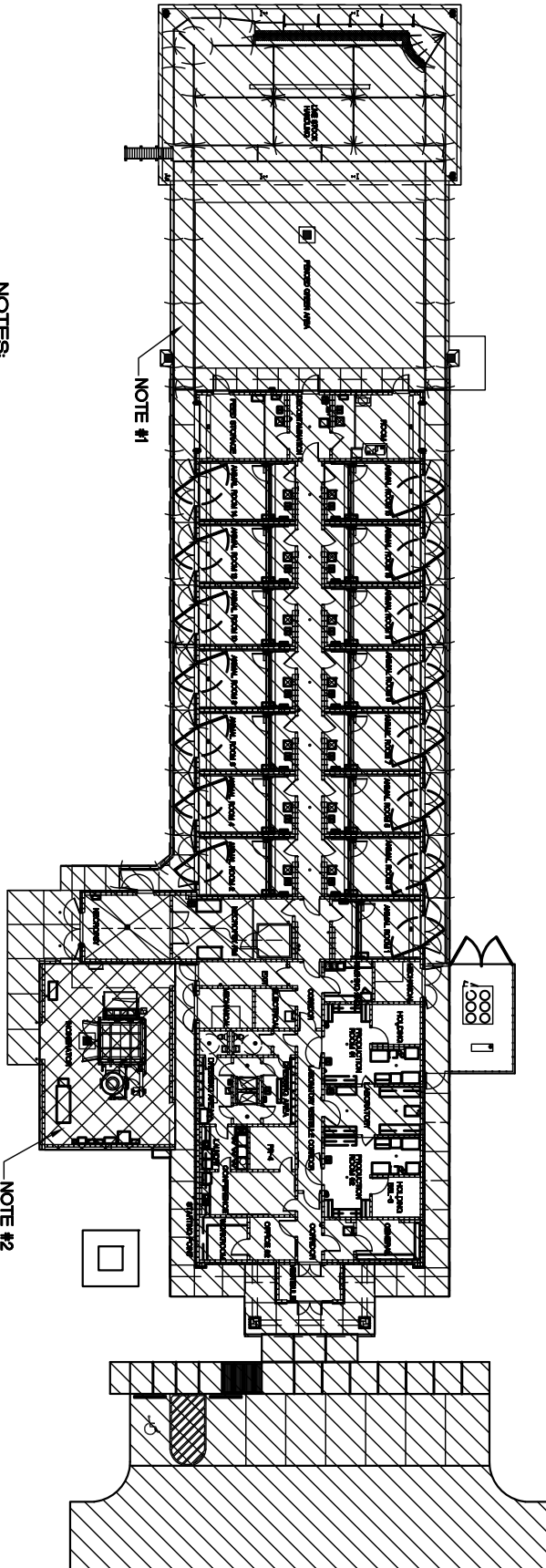
By: \_\_\_\_\_

\_\_\_\_\_  
Print name: \_\_\_\_\_

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



EXHIBIT D



- NOTES:**
- 1. COMMON AREA
  - 2. INCINERATOR TO BE PART OF COMMON AREA BUT LESSEE WILL BE BILLED FOR COST CALCULATED AT \$100 PER HOUR

1 FLOOR PLAN

SCALE: NT9



AGCENTER  
INSOLATION FACILITY

CENTRAL RESEARCH STATION  
BATON ROUGE  
LOUISIANA

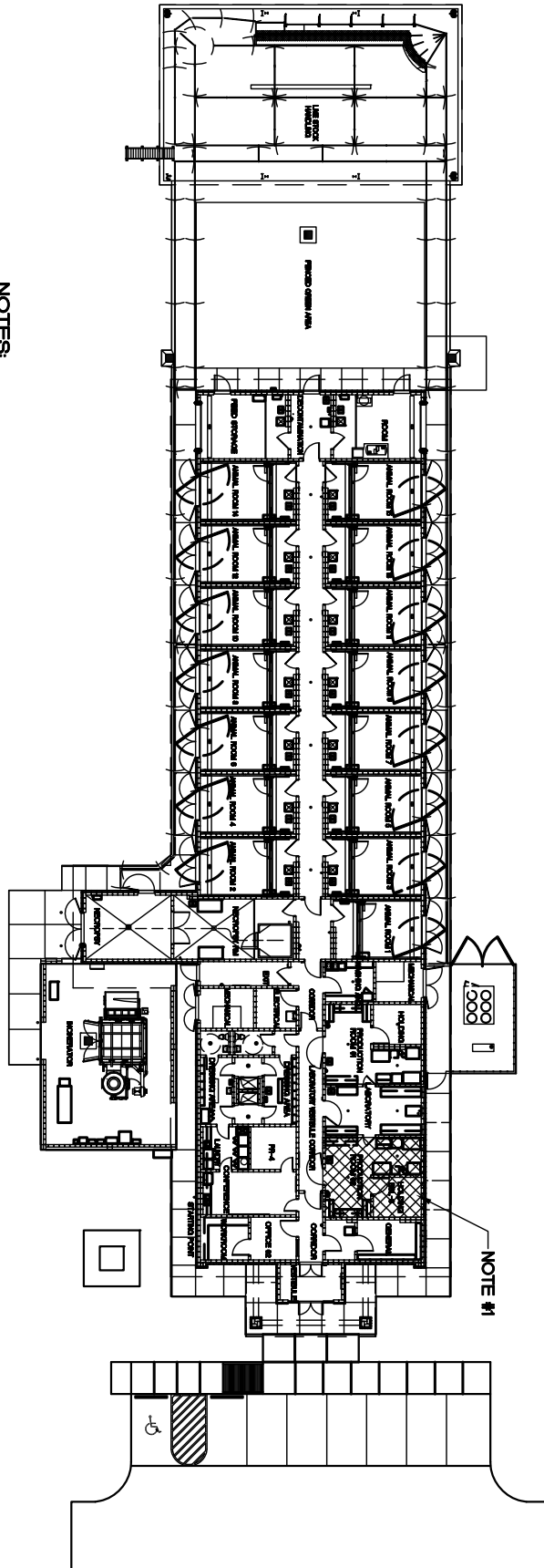
ARCH/ENG:	SCALE: AS SHOWN
DRAWN BY:	SHEET 1 OF 1 SHEETS
DATE:	FILE NAME:
REVISION:	CHECKED BY:



EXHIBIT "E"  
LSU AGCENTER ISOLATION FACILITY  
BEN HUR RESEARCH STATION

ENGINEER: LSU AgCenter	SCALE: 1 : 150
DRAWN BY: HGW	SHEET 1 OF 1 SHEETS
DATE: 08/2015	FILE NAME: EXHIBIT E PROPERTY MAP
REVISED:	CHECKED BY: DGF

EXHIBIT F



**NOTES:**  
 1. LEASE SPACE - PRODUCTION ROOM #2  
 482 SQUARE FEET

1  
**FLOOR PLAN**  
 SCALE: NTS



**AGCENTER  
 INSOLATION FACILITY**

CENTRAL RESEARCH STATION  
 BATON ROUGE  
 LOUISIANA

ARCH/ENG:

SCALE: AS SHOWN

DRAWN BY:

SHEET 1 OF 1 SHEETS

DATE:

FILE NAME:

REVISION:

CHECKED BY:

**EXHIBIT G: PROPOSED WORK**

**AGREEMENT FOR LEASE OF  
FACILITY AND COMMERCIALIZATION OF VACCINES**

1. Fencing as required to contain livestock on facility property and keep livestock out of an existing cemetery on premises as shown on Exhibit E.
2. Any HVAC or other utility modifications that may be deemed necessary by LSU AgCenter, Professional Specialties, and University Products, LLC to fulfill the objective of lease.
3. Any building modifications or additions that may be deemed necessary by LSU AgCenter, Professional Specialties, and University Products, LLC to fulfill the objectives of the lease.
4. Any additional structure/s that may be deemed necessary by LSU AgCenter, Professional Specialties, and University Products, LLC to fulfill the objectives of lease.



**Request from LSU A&M to Approve Fourth Amendment of Athletic Director's Employment Contract**

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

**Date: October 23, 2015**

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

3.a. Appointments and all other personnel actions relating to the President, Head Coaches and Athletic Directors.

**1. Summary of the Matter**

On April 28, 2008, Athletic Director Joseph L. Alleva entered into an employment contract with LSU for a term expiring June 30, 2013. In the first amendment of that contract, dated April 15, 2011, the term of the contract was extended to June 30, 2016. A second amendment, dated August 31, 2013, did not extend the term of the contract. A third amendment, dated September 12, 2014, extended the terms of the contract from June 30, 2016 to June 30, 2019.

**Summary of proposed amendments**

The proposed fourth amendment extends the term of the contract from June 30, 2019 to June 30, 2020. This amendment does not modify any other terms of the contract

**2. Fiscal Impact**

This amendment does not increase the annual compensation of the Athletic Director. The only potential fiscal impact is an extension of that annual obligation for an additional year.

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

The Office of the General Counsel has reviewed the proposed fourth amendment. Copies are available upon request.

**4. Certification of campus (or equivalent) re. Art. VII, § 8.E**

This certification has been provided.

**ATTACHMENTS**

- I. LSU Athletic Department 2014-15 Competition Summary

**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 proposed fourth amendment of the contract with Athletic Director Joseph L. Alleva, including such other provisions as he, in consultation with the University General Counsel, deems to be in the best interests of LSU.

# LSU Athletic Department

## **2014-15 Competition Summary**

Sixteen of LSU's 21 sports earned points toward the school's No. 15 national ranking in the 2014-15 Learfield Directors' Cup, marking the Tigers' third finish in the Top 15 in the past seven years. The Tigers had seven Top 10 NCAA finishes, and LSU became the first school in SEC history to play in a bowl game, have both its men's and women's basketball teams reach the NCAA Tournament, and advance to the College World Series in baseball and softball in the same athletic year.

LSU joined Florida State and Texas as the only schools in NCAA annals to accomplish the bowl game, men's/women's NCAA basketball tournament, and baseball/softball College World Series feat.

In addition, the LSU men's programs captured the 2014-15 Southeastern Conference All-Sports title, the first for the LSU men since 1996-97, and the LSU women finished third in the SEC all-sports standings.

### **Baseball**

The baseball team led the nation in wins with 54, won the SEC title and earned a berth in the College World Series for the second time in three years.

### **Men's Basketball**

The men's basketball program continued its return to national prominence by winning 22 games, finishing third in the SEC and participating in the NCAA Tournament.

### **Women's Basketball**

The Lady Tiger basketball advanced to the NCAA Tournament for the fourth consecutive season.

### **Football**

The football team played in a bowl game for the 15<sup>th</sup> consecutive season, and coach Les Miles earned his 100<sup>th</sup> career win in just 10 seasons at LSU.

### **Men's Golf**

The men's golf team captured the 2015 NCAA championship – the Tigers' fifth national title and their first since 1955. LSU also won the 2015 SEC title, the Tigers' first league crown since 1987.

### **Women's Golf**

The women's golf team placed No. 20 in the nation and has appeared in the Top 20 in each of the past five seasons.

### **Gymnastics**

The gymnastics team drew sold-out crowds to the Maravich Center and won its third straight NCAA regional title to advance to the NCAA Championship Meet.

### **Soccer**

LSU soccer posted a 5-13-2 mark during the 2014 season.

### **Softball**

The softball team reached the Women's College World Series for the second time in four years and secured the program's first No. 1 ranking during the regular season.

### **Swimming and Diving**

The women's swimming and diving team established a school record by sending 11 competitors to the NCAA Championships. The men's swimming and diving squad sent five competitors to the NCAA meet.

### **Men's Tennis**

The men's tennis team advanced to the second round of the NCAA Tournament and achieved a Top 30 ranking.

### **Women's Tennis**

The women's tennis squad achieved a No. 23 national ranking and advanced to the second round of the NCAA Tournament.

### **Track and Field**

The men's track and field squad placed fourth in the NCAA Outdoor Championships, while the women finished 11<sup>th</sup> in the nation. Both the men's and women's teams posted Top 10 finishes in the NCAA Indoor Championships, placing seventh and ninth, respectively.

### **Beach Volleyball**

In just its second season of completion, the LSU beach volleyball team posted a 14-9 mark.

### **Volleyball**

The volleyball squad posted 20 wins and advanced to the second round of the NCAA Tournament.

## **Contribution to the University**

The LSU Athletic Department transferred over \$10 million to other components of the university to support LSU's academic, research, public service and other missions. The athletic department has contributed a total of \$44.1 million to the LSU-Baton Rouge campus over the past five fiscal years.

Beginning in 2012, the athletic department has annually presented \$7.2 million to the university in accordance with the Athletics Fund Transfer Policy approved by the LSU Board of Supervisors. The policy states that in years in which LSU Athletics yields a surplus, a portion of the surplus in addition to the \$7.2 million may be provided to the university.

The surplus produced by the athletic department in fiscal year 2014-15 allowed an additional \$2.85 million to be channeled to the university, creating a total fund transfer this year of \$10.05 million.

## **Facilities**

The LSU Athletic Department is sincerely committed to providing its student-athletes and coaches with the resources necessary to compete at the nation's highest level. Since 2009, the department has devoted over \$200 million to facility construction and renovation:

2009	New Baseball Stadium	\$42 million
2009	New Softball Stadium	\$16 million
2010	Track and Field Stadium Upgrade	\$5 million
2010	New Basketball Practice Facility	\$15 million
2011	Soccer Stadium Renovation	\$2 million
2011	Golf Course Renovation	\$4 million
2011	Volleyball Locker Room Renovation	\$1 million
2012	Preservation of Tiger Stadium	\$9 million
2014	Tiger Stadium South End Addition	\$89 million
2014	Tiger Stadium Scoreboard/Sound	\$9 million
2015	New Tennis Facility	\$13 million
2016	New Gymnastics Facility	\$13 million
	Parking Lot Upgrades	\$4 million
	<b>TOTAL</b>	<b>\$225 million</b>

## **Compliance**

The LSU Athletics Compliance Office serves coaches, prospective student-athletes, current student-athletes, athletics representatives and those groups that support 21 varsity sports and 500 student-athletes. The office ensures that the integrity of LSU is upheld by establishing an atmosphere of education, consistency and responsibility in adherence to the explicit guidelines set forth by the governing legislation of the NCAA and the Southeastern Conference.

By providing the security of institutional control, the office contributes to the success of LSU's programs. With a staff of five individuals, the Compliance Office strives to continue education efforts and uphold institutional control every day.



Summary of Financial Terms  
LSU/Alleva Contract

	<u>Current</u>	<u>Proposed Extension</u>
Term:	6/30/2019	6/30/2020

All Other Terms Remain the Same:

Base Salary: \$525,000

Supplement: \$200,000 for efforts to enhance Athletic Department Revenues

Incentives:

1. NACDA Ranking: \$50,000 (Top 10)  
\$100,000 (Top 5)
2. Graduation Rates: \$25,000 (greater than general student population)  
\$50,000 (5% greater)
3. Athletic Department Management Incentive: \$25,000  
Financial solvency, no major infractions, substantial contributions to University and surrounding community

Termination without cause – liquidated damages:

- By LSU: 100% of base salary for remaining term (subject to credit for subsequent earnings)
- BY Alleva: 100% of base salary for remaining term. If Alleva leaves with less than two years remaining or for non-athletic employment or for health reasons, the liquidated damages are base salary for one month.