



LSU Board of Supervisors

LSU Eunice
Acadian Center
Room A-127
2048 Johnson Highway
Eunice, Louisiana 70535

Friday, March 17, 2017

10:00 AM

PUBLIC COMMENT

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

COMMITTEE MEETINGS

A. ACADEMIC AND STUDENT AFFAIRS, ACHIEVEMENT AND DISTINCTION COMMITTEE

James W. Moore, Chair

1. Request from LSU Alexandria to Establish 2 Postbaccalaureate Certificates in Education
 - i. Postbaccalaureate Certificate in Adapted Physical Education, Grades 1-12
 - ii. Postbaccalaureate Certificate in Significant Disabilities, Grades 1-12
2. Request from LSU A&M to Establish 2 Graduate Certificates in the College of Human Sciences and Education
 - i. Graduate Certificate in Early Childhood Education
 - ii. Graduate Certificate in Urban and Community Education
3. CONSENT AGENDA
 - i. Request from LSU Shreveport to Terminate 2 Programs
 - BS in Elementary & Secondary Education French
 - BS in Elementary & Secondary Education Spanish
 - ii. Request from LSU Agricultural Center to Establish the A. Wilbert's Sons Professorship in Biofuels #2

- iii. Request from LSU A&M to Establish 5 Endowed Professorships
 - Cheney C. Joseph Endowed Professorship
 - Neil Odenwald Distinguished Professorship in Landscape Architecture #3
 - Sybil F. Boizelle Professorship
 - William Boizelle Professorship
 - U.J. LeGrange Endowed Professorship in Accounting #10
- iv. Request from LSU A&M to Convert 2 Endowed Professorships to Endowed Superior Graduate Student Scholarships
 - Arthur K. Barton Professorship to the Arthur K. Barton Superior Graduate Student Scholarship
 - Charles Lamar Family Professorship for Graduate Studies to the Charles Lamar Family Superior Graduate Student Scholarship
- v. Request from LSU Eunice to Establish 2 Endowed Two-Year Student Workforce Scholarships
 - John & Geneva Lintzen Manuel Memorial Scholarship #1
 - John & Geneva Lintzen Manuel Memorial Scholarship #2
- vi. Request from LSU Health Sciences Center - New Orleans to Establish the Austin J. Sumner, M.D. Endowed Professorship in Neurology
- vii. Request from LSU Health Sciences Center - Shreveport to Establish the Charles Richard Parks Endowed Professorship in Neurological Rehabilitation
- viii. Request from LSU Shreveport to Establish 2 Endowed Professorships
 - Joe B. Callaway Endowed Professorship in Business
 - George A. Khoury Endowed Professorship in Weightlifting
- ix. Request from LSU Shreveport to Establish the Kathie Giddings Troquille Memorial Endowed Scholarship for First Generation College Students in Social Services
- x. Request from Pennington Biomedical Research Center to Convert the John S. McIlhenny Endowed Chair in Health Wisdom to the John S. McIlhenny Endowed Postdoctoral Fellowship
- xi. Request from LSU A&M to Name the Department of Entrepreneurship and Information Systems the "Stephenson Department of Entrepreneurship and Information Systems"
- xii. Request from LSU A&M to Rename the LSU Child Care Center the "LSU Early Childhood Education Laboratory Preschool"

B. FINANCE, INFRASTRUCTURE, AND CORE DEVELOPMENT COMMITTEE
Ronald Anderson, Chair

1. Request from LSU Health Shreveport to Approve the School of Graduate Studies Tuition and Non-Resident Fee Waivers and MD/PhD Program Tuition Waivers

C. PROPERTY AND FACILITIES COMMITTEE

Rolfe McCollister, Jr., Chair

1. Request from LSU A&M to Approve the Schematic Design of the LSU Tiger Park Indoor Practice Facility

D. ATHLETIC COMMITTEE

Blake Chatelain, Chair

1. LSU Athletics Strategic Plan Update
2. Request from LSU A&M to Approve an Employment Contract with Edward J. Orgeron Jr., Head Football Coach



LSU Board of Supervisors Meeting

LSU Eunice

Acadian Center

Room A-127

2048 Johnson Highway

Eunice, Louisiana 70535

Friday, March 17, 2017

~1:00 PM

1. Call to Order and Roll Call
2. Invocation and Pledge of Allegiance
3. Approval of Minutes of Board Meeting of January 27, 2017
4. Personnel Actions Requiring Board Approval
5. Reports from Staff Advisors and Faculty Advisors
6. President's Report
7. Reports to the Board
 - a. **FY 2017 1st Quarter Internal Audit Summary**
 - b. **FY 2017 2nd Quarter Internal Audit Summary**
 - c. **FY 2016-17 2nd Quarter Consolidated LSU Investment Report**
 - d. **FY 2017 2nd Quarter Consolidated Report on Personnel Actions Not Requiring Board Approval**
 - e. **FY 2017 Louisiana State University Metric Data
(available on the LSU Board website)**
8. Committee Reports
9. Approval of 2017-2018 Board of Supervisors Meeting Schedule
10. Chairman's Report
11. Adjournment

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MINUTES

REGULAR BOARD MEETING

January 27, 2017

1. Call to Order and Roll Call

Mr. Scott Ballard, Chair, called to order the Regular Meeting of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College in the University Administration Building, Baton Rouge, Louisiana, on January 27, 2017 at 1:13 p.m.

The secretary called the roll.

PRESENT

Mr. Scott Ballard
Chairman
Ms. Ann Duplessis
Past Chairman
Mr. Glenn J. Armentor
Mr. Stanley J. Jacobs
Mr. Rolfe McCollister
Mr. James M. Williams
Mr. Zachary Faircloth

Mr. Stephen Perry
Chairman-Elect
Mr. Ronnie Anderson
Mr. Scott A. Angelle
Mr. R. Blake Chatelain
Mr. Lee Mallett
Mr. Jim McCreery
Mr. Robert "Bobby" Yarborough

ABSENT

Ms. Valencia Sarpy Jones

Mr. James W. Moore

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

Public Comments

There were no public comments to be made at the January 27, 2017 Regular Board Meeting.

2. Invocation and Pledge of Allegiance

Chairman Ballard recognized Dr. Richard Koubek, LSU Executive Vice President & Provost. Dr. Koubek introduced the two students addressing the Board.

Mr. Monturios Howard gave the Invocation. Ms. Emily Rose Johnson led the Pledge of Allegiance.

Dean of the College of Engineering, Dr. Judy Wornat, presented to the Board.

3. Approval of the Minutes of the Board Meeting held on December 9, 2016

Upon motion of Mr. Chatelain, seconded by Mr. Mallett, the Board voted unanimously to approve the Minutes of the Regular Board Meeting held on December 9, 2016.

4. Personnel Actions Requiring Board Approval

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

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

5. Reports from Staff Advisors and Faculty Advisors

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

6. President's Report

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

Dr. Alexander introduced the new Chancellor of LSUA, Dr. Guiyou Huang

Dr. Alexander discussed next steps in the Pennington Biomedical Research Center collaborative improvement agenda with LSU and LSU Health Sciences Centers.

Dr. Alexander referenced the Advocate article on social mobility of graduates. LSU is 10 out of 50 flagships for the social mobility of graduates and 3rd in the SEC.

Dr. Alexander provided an update on executive searches for the Vice President of Strategic Communication, the Executive Director for Pennington Biomedical Research Center, and the President and CEO of the LSU Foundation and Vice President of Institutional Advancement.

Dr. Alexander, recognized:

Student Board Member, Mr. Zachary Faircloth, for information on the Gold Standard Student Housing Program for the LSU A&M campus.

Mr. Rick Perry, Tiger Athletic Foundation CEO, for an announcement on the restructuring of the Priority Point System.

Dr. Bill Richardson, VP for Agriculture & Dean of College of Agriculture, for an update on therapeutic marijuana cultivation at AgCenter.

Dr. Larry Hollier, Chancellor of LSU Health Science Center New Orleans and Executive VP for Health Affairs, for an update on the public-private hospital partnership budget.

Dr. Ghali, Chancellor of LSU Health Science Center Shreveport and Dean of the School of Medicine, for tumor removal surgery he performed on a 3-year-old from Brazil.

Dr. Richard Koubek, Executive Vice President and Provost, for an update on LSU Unlimited.

Dr. William Cefalu, Executive Director of Pennington Biomedical Research Center, for a plan of action for Pennington Biomedical Research Center.

7. Reports to the Board

- a. LIFT2 Round Five Awards Report
- b. FY 2017 1st Quarter Consolidated Report on Personnel Actions Not Requiring Board Approval
- c. Facility Summary Reports

Upon motion by Mr. Chatelain, seconded by Mr. Armentor, the Board voted unanimously to accept these reports.

8. Committee Reports

Upon motion by Mr. Chatelain, seconded by Mr. Anderson, the Board voted unanimously to add the Property and Facilities Committee Consent Agenda item “8C5i. Request from LSU A&M to Authorize the President to Execute a Lease Agreement for Demolition and Improvements to the South End Zone of Tiger Stadium with Tiger Athletic Foundation” to the agenda.

A motion was made by Mr. Chatelain, seconded by Mr. Mallett, to approve the Committee resolutions that were approved by the Committees. The Board voted unanimously to approve all Committee resolutions. [During the Finance and Infrastructure Committee Meeting Mr. Angelle opposed item “8B1. Request from LSU Eunice to Establish a Fixed “Dining Allowance” For All Students Enrolled in Six or More Semester Credit Hours”]

8A. Academic and Student Affairs, Achievement and Distinction Committee

Mr. Williams, Vice Chairman of the Academic and Student Affairs, Achievement and Distinction Committee, reported that the Committee received three (3) requests for Board approval and eight (8) consent agenda items.

8A1. Request from LSU Alexandria to Establish a Bachelor of Science in Chemistry

Upon motion of Mr. Anderson, seconded by Mr. Armentor, the committee vote unanimously to approve the following resolution:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request from LSU Alexandria to establish a Bachelor of Science in Chemistry, subject to approval by the Louisiana Board of Regents.

8A2. Request from LSU A&M to Establish a Post-Baccalaureate Certificate in Library Science

Upon motion of Mr. Faircloth, seconded by Mr. Anderson, the committee vote unanimously to approve the following resolution:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request to establish a Post Baccalaureate Certificate in Library Science at LSU A&M, subject to approval by the Louisiana Board of Regents.

8A3. Request from LSU A&M to Award an Honorary Degree

Upon motion of Mr. Armentor, seconded by Mr. Faircloth, the committee vote unanimously to approve the following resolution:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request from LSU A&M to award a Doctorate of Humane Letters, honoris causa to Suzanne Wilbert Turner; and

BE IT FURTHER RESOLVED that the President is hereby authorized, as may be appropriate, to approve the conferral of the degree upon Suzanne Wilbert Turner at a date different from a Board of Supervisors approved LSU A&M official degree conferral date.

8A4. CONSENT AGENDA

- i. Request from LSU A&M to Move the Existing Graduate Concentrations in Agricultural and Extension Education from the School of Human Resource Education & Workforce Development to the MS and PhD in the College of Agriculture
- ii. Request from LSU A&M to Convert the John P. Laborde Endowed Chair in Energy Law to Four Professorships and 10 Superior Graduate Student Scholarships
- iii. Request from LSU A&M to Convert seven Endowed Professorships to Endowed Superior Graduate Student Scholarships
- iv. Request from LSU Eunice to Establish Two Endowed Two-Year Student Workforce Scholarships
- v. Request from LSU Health Sciences Center - New Orleans to Establish Five Endowed Professorships
- vi. Request from LSU Health Sciences Center - New Orleans to Establish Seven Endowed Superior Graduate Student Scholarships
- vii. Request from LSU Health Sciences Center - Shreveport to Establish the Medical Center Clinics Endowed Chair in Graduate Medical Education
- viii. Request from Pennington Biomedical Research Center to Convert the John S. McIlhenny Endowed Chair in Health Wisdom to the John. S. McIlhenny Postdoctoral Fellowship

Upon motion of Mr. Anderson, seconded by Mr. Armentor, the committee vote unanimously to approve the Consent resolutions:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request to move the existing graduate concentrations in agricultural and extension education from the School of Human Resource Education & Workforce Development to the M.S. and Ph.D. in Agriculture and Extension Education in the College of Agriculture.

NOW, THEREFORE, BE IT RESOLVED that the LSU Board of Supervisors does hereby approve the request from LSU A&M to convert the John P. Laborde Endowed Chair in Energy Law to the John P. Laborde Professorship #1, #2, #3, and #4, and the John P. Laborde Superior Graduate Student Scholarship #1, #2, #3, #4, #5, #6, #7, #8, #9, and #10, subject to approval by the Louisiana Board of Regents.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request from LSU A&M to convert each of the following Endowed Professorships to Endowed Superior Graduate Student Scholarships, subject to approval by the Louisiana Board of Regents:

- a) Dr. Mary Lou Applewhite Distinguished Professorship in Biological Sciences #2 to the Mary Lou Applewhite Distinguished Fellowship
- b) Scott and Susan Brodie Professorship to the Scott and Susan Brodie Fellowship
- c) Dr. Richard Bruch Distinguished Professorship to the Dr. Richard Bruch Fellowship

- d) Houston Energy, L.P. Distinguished Professorship to the Houston Energy, L.P. Graduate Student Scholarship
- e) Mary Jo Klosterman Professorship to the Mary Jo Klosterman Superior Graduate Student Scholarship
- f) Mary Jo Klosterman Professorship #2 to the Mary Jo Klosterman Superior Graduate Student Scholarship #2
- g) Dr. Calvin C. Mattax Professorship to the Dr. Calvin C. Mattax Fellowship

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

- a) Maci Breaux Memorial Scholarship
- b) Nunez/Holbrook Family Scholarship; and

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

- a) Maci Breaux Memorial Scholarship
- b) Nunez/Holbrook Family Scholarship

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request from LSU Health Sciences Center – New Orleans to establish each of the following endowed professorships, subject to approval by the Louisiana Board of Regents:

- a) Richard A. Culbertson Professorship
- b) Susan M. Leary and Richard A. Culbertson Professorship
- c) Cheuk Family Professorship in Comprehensive Dentistry No. 2
- d) Horatio Reily Professorship in Urology
- e) Brian P. Jakes, Sr. Professorship of Rural Healthcare; and

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain matching gifts and otherwise complete the establishment of each of the following endowed professorships:

- a) Richard A. Culbertson Professorship
- b) Susan M. Leary and Richard A. Culbertson Professorship
- c) Cheuk Family Professorship in Comprehensive Dentistry No. 2
- d) Horatio Reily Professorship in Urology
- e) Brian P. Jakes, Sr. Professorship of Rural Healthcare

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

- a) The David Louis Autin MD Scholarship Fund
- b) Linda Cao and Phuong Nguyen Scholarship in Pediatric Dentistry
- c) Alliance to the Louisiana Dental Association Scholarship in Dentistry
- d) Williams and Sarah Pelon Scholarship in Dentistry
- e) Committee of 100 Scholarship in Dentistry
- f) Thomas E. McNeely Scholarship in Dentistry
- g) Drs. William G. '64 and Hannelore H. '63 Giles Scholarship Fund; and

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain matching gifts and otherwise complete the establishment of each of the following Endowed Superior Graduate Student Scholarships:

- a) The David Louis Autin MD Scholarship Fund
- b) Linda Cao and Phuong Nguyen Scholarship in Pediatric Dentistry
- c) Alliance to the Louisiana Dental Association Scholarship in Dentistry
- d) Williams and Sarah Pelon Scholarship in Dentistry
- e) Committee of 100 Scholarship in Dentistry
- f) Thomas E. McNeely Scholarship in Dentistry
- g) Drs. William G. '64 and Hannelore H. '63 Giles Scholarship Fund

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request from LSU Health Sciences Center in Shreveport to establish the Medical Center Clinics Endowed Chair in Graduate Medical Education, subject to approval by the Louisiana Board of Regents; and

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the Medical Center Clinics Endowed Chair in Graduate Medical Education.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request from Pennington Biomedical Research Center to convert the John S. McIlhenny Endowed Chair in Health Wisdom to the John S. McIlhenny Endowed Postdoctoral Fellowship, subject to approval by the Louisiana Board of Regents.

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

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

8B. Finance, Infrastructure and Core Development Committee

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

8B1. Request from LSU Eunice to Establish a Fixed "Dining Allowance" For All Students Enrolled in Six or More Semester Credit Hours

Upon motion of Mr. McCrery, seconded by Mr. Mallet, with objections by Mr. Angelle, the committee voted to approve the following resolution:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "Board") does hereby approve the request to establish a fixed dining allowance fee at LSU Eunice beginning with the Fall 2017 semester.

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

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

8C. Property and Facilities Committee

Mr. McCollister, Chairman of the Property and Facilities Committee, reported that the Committee received one (1) presentation and four (4) requests for Board approval, including one (1) in consideration of approval to add to the Regular Board agenda.

8C1. Master Plan Update

Mr. Kim Way from NBBJ firm presented an update on the Master Plan process and the draft Master Plan. All information and updates are located at <https://masterplansu.com/>.

8C2. Request from LSU A&M to Authorize an Intent to Lease Agreement with the LSU Real Estate and Facilities Foundation for Phases 2 and 3 of the Nicholson Gateway Project

Upon motion of Mr. Faircloth, seconded by Mr. Williams, the committee vote unanimously to approve the following resolution:

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College authorizes F. King Alexander, in his capacity as President of LSU, or his designee, to execute an Intent to Lease agreement between LSU and the LSU Real Estate and Facilities Foundation (the Foundation), which agreement shall provide for, in addition to such other terms and conditions as he deems to be in the best interests of LSU, the following:

1. That the Foundation will engage Brailsford & Dunlavey / CSRS (as the project manager previously selected through a competitive process for the Nicholson Gateway Project) to assist in: (i) conducting financial and other analysis to evaluate the potential risks and benefits of the Greenhouse District development and the most appropriate scheduling for that project; (ii) the negotiation of terms and conditions of leases and other related agreements with the previously-selected Master Developer and its team members; and (iii) overseeing the construction of the Greenhouse District facilities;
2. That the Foundation will negotiate the terms and conditions of a lease and other related agreements between LSU, the Foundation, RISE (as the previously selected Master Developer for the Nicholson Gateway Project), and other team members selected by RISE with the approval of LSU and the Foundation;
3. That the Foundation will create a project management committee to oversee the negotiations; and
4. That any proposed leases and other related long-term agreements resulting from this process shall be subject to approval by this Board as provided in the Bylaws and the Uniform Affiliation Agreement;

AND

BE IT FURTHER RESOLVED that the following planning principles shall be followed:

1. Overall residence hall capacity should not materially decrease due to construction of replacement halls and renovations;
2. Replacement halls and renovations should be consistent with LSU architectural and construction standards;
3. Replacement halls and renovations should contain amenities and spaces that support the living-learning mission of on-campus housing, such as classrooms, faculty offices, study spaces, etc.;

4. LSU should maintain full control over residential life functions and other operations that involve interacting with students, with the Developer providing maintenance and similar services; and
5. The residential housing auxiliary, including Nicholson Gateway and the Greenhouse District Project, must remain self-sufficient.

8C3. Request From LSU Health Sciences Center-New Orleans to Approve the Lease of Portions of the University Medical Office Building (Formerly Known as Seton Building) to Louisiana State University School of Medicine in New Orleans Faculty Group Practice D/B/A

Upon motion of Mr. Faircloth, seconded by Mr. Williams, the committee vote unanimously to approve the following resolution:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, as Lessor, does hereby authorize Daniel T. Layzell, Vice President for Finance and Administration/CFO of Louisiana State University, to execute a Lease Agreement for University Medical Office Building with Louisiana State University School of Medicine in New Orleans Faculty Group Practice, as Lessee, pursuant to which Lease Agreement the LSU Board will lease to Lessee portions of Floors 5, 6 and 7 of the building known as the University Medical Office Building, located at 2025 Gravier Street, New Orleans, Louisiana, and the right to utilize sixty (60) parking places in the parking area for the University Medical Office Building.

BE IT FURTHER RESOLVED that Daniel T. Layzell, Vice President for Finance and Administration/CFO of Louisiana State University is duly authorized by and empowered for and on behalf of and in the name of the LSU Board of Supervisors of Louisiana State University and Agricultural and Mechanical College to include in said Lease Agreement such terms and conditions as he deems to be in the best interest of the LSU Board of Supervisors, including but not limited to the inclusion of a provision allowing for an increase in the Leased Premises pursuant to the Lease Agreement, up to the entirety of the University Medical Office Building.

BE IT FURTHER RESOLVED that the President or the Vice President for Finance and Administration/CFO is authorized to execute an amendment to the Lease Agreement to increase the leased space in accordance with the terms of the Lease Agreement.

8C4. Request from LSU A&M to Enter into a Non-Binding MOU with the Illinois Central Railroad Company and the Baton Rouge Area Foundation Regarding Rail Line Crossings

Upon motion of Mr. Faircloth, seconded by Mr. Williams, the committee vote unanimously to approve the following resolution:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize Daniel T. Layzell, Vice President for Finance and Administration/CFO of Louisiana State University, acting on behalf and in the name of the Board, and in consultation with LSU General Counsel, to execute a non-binding Memorandum of Understanding with the Baton Rouge Area Foundation and the Illinois Central Railroad Company relative to proposed creation, closure, and relocation of several rail line crossings in Baton Rouge.

Upon motion of Ms. Duplessis, seconded by Mr. Jacobs, the committee vote unanimously to add "Request from LSU A&M to Authorize the President to Execute a Lease Agreement for Demolition and Improvements to the South End Zone of Tiger Stadium with Tiger Athletic Foundation" to the Property and Facilities Consent agenda.

8C5. CONSENT AGENDA

- i. Request from LSU A&M to Authorize the President to Execute a Lease Agreement for Demolition and Improvements to the South End Zone of Tiger Stadium with Tiger Athletic Foundation

Upon motion of Mr. Faircloth, seconded by Mr. Williams, the committee vote unanimously to approve the following resolution:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College authorizes F. King Alexander, in his capacity as President of LSU, to execute an Amendment to the existing ground lease granted to Tiger Athletic Foundation by the Board pursuant to the South End Zone Cooperative Endeavor and Lease Agreement, in order to facilitate demolition of dormitories located in the South End Zone area of Tiger Stadium, the relocation of utilities and paving work, and to execute related agreements as may be reasonably necessary to facilitate the project;

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

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

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

Upon motion of Mr. Faircloth, seconded by Mr. Williams, the Committee meeting was adjourned.

8D. Athletic Committee

Mr. Chatelain, Chairman of the Athletic Committee, reported that the Committee received two (2) requests for Board approval.

8D1. Request from LSU A&M to Approve Athletic Football Coaches Contracts

Upon motion of Mr. Anderson, seconded by Mr. Jacobs, the committee vote unanimously to approve the following resolution:

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

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 employment contract of Assistant Coach Mathew R. Canada as described in this item, and to include in such contracts any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.

8D2. Request from LSU A&M to Approve Employment Contracts with Head Coaches Russell L. Brock, James T. Moffitt, and Dennis G. Shaver

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes Dr. F. King Alexander, President, or his designee, to sign the contracts with Russell L. Brock, James T. Moffitt, and Dennis G. Shaver as described in this item, and to include in such amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.

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

Upon motion of Mr. McCollister, seconded by Mr. Jacobs, the Committee meeting was adjourned.

8E. Audit Committee

The Audit Committee met at 8:00 a.m. in the LSU University Administration Building in Conference Room 112, Baton Rouge. Mr. Lee Mallett, Chairman for the Audit Committee, reported that the Committee received three (3) presentations.

8E1. Presentation of FY 2017 2nd Quarter Audit Summary

The FY 2017 2nd Quarter Audit Summary was presented to the Audit Committee.

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

8E2. Update on Efficiency Efforts

The Audit Committee received an update on various efficiency efforts.

8E3. Presentation of Enterprise Risk Management Framework

The Enterprise Risk Management Framework was presented to the Audit Committee.

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

9. Ratification of Revised 2016-2017 Board of Supervisors Meeting Schedule

Upon motion of Mr. Ballard, seconded by Mr. Mallett, the Board voted unanimously to approve the revised 2016-2017 Board of Supervisors Meeting Schedule.

10. Chairman's Report

Chairman Ballard recognized Dr. F. King Alexander, President of LSU, to present a Resolution to Dr. William Cefalu for his service to Pennington Biomedical Research Center.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors for Louisiana State University and Agricultural and Mechanical College hereby recognizes and commends Dr. William T. Cefalu for his loyal dedication and leadership of LSU Pennington Biomedical Research Center and wishes him continue professional success.

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

The Chairman announced the next Board of Supervisors meeting will be held in Eunice at LSUE on March 17, 2017.

11. Adjournment

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

Upon motion by Mr. Mallett, seconded by Mr. Armentor, the meeting was adjourned.

Stephanie Tomlinson
Executive Assistant
LSU Board of Supervisors

Personnel Actions Requiring Board Approval
per PM 69

March 17, 2017

Personnel Actions Requiring Board Approval per PM69
March 17, 2017

Change in Title
LSU A&M

<u>Name</u>	<u>Current Title</u>	<u>Proposed Title</u>	<u>Effective</u>
Larry Hollier	Chancellor	Chancellor and Chief Health Affairs Officer	3/1/2017

Coach Contracts¹

Name	Title	Term		Total Certain Compensation		Increase
		Current	Proposed	Current	Proposed	
Tommie L. Robinson, Jr.	Assistant Head Coach – Football	N/A	3/31/2020	\$575,000	\$575,000 ²	0%

Notes:

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



Summary of Athletic Coaching Contract

Tommie L. Robinson, Jr., Assistant Head Coach Football

		<i>Current</i>	<i>Proposed</i>	<i>Change</i>	<i>%</i>	<i>Notes</i>
<i>Basic</i>	Term Ends	N/A	3/31/2020	3 Year		a
	Base Salary	\$ 500,000	\$ 500,000	\$ -	0%	a
	Supplemental Media Comp.	\$ 75,000	\$ 75,000	\$ -		b
<i>Incentive</i>	Post-Season (max)	\$ 75,000	\$ 125,000	\$ 50,000	67%	c
	Academic (max)	\$ -	\$ -	\$ -		
<i>Benefits</i>	Automobile	\$ 9,600	\$ 9,600	\$ -		a
	Club Membership	Yes	Yes			a
	Other					d
Total Certain Compensation		\$ 575,000	\$ 575,000	\$ -		0%

Notes

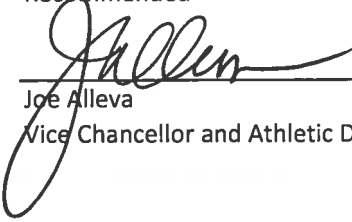
(a) **Coach Robinson is a new hire.** The "current" amounts listed are the amounts earned by the prior Recruiting Coordinator. The "proposed" amounts are those contained in the proposed contract for Coach Robinson. Automobile payment is up to \$800/month. Club membership is at the option of the Head Coach.

(b) Supplemental Media Compensation will increase to \$100,000 on January 1, 2018 for the remainder of the contract. The contract does include a one-time payment to the University of Southern California in an amount not to exceed \$237,500 for termination of his contract.

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

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

Recommended



 Joe Alleva
 Vice Chancellor and Athletic Director

Reviewed, No Objections

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

Reviewed, No Objections

 Tom Skinner, LSU General Counsel

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of this 17th day of March, 2017, by and between BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (LSU), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by F. King Alexander, its duly authorized President, and Tommie L. Robinson, Jr. (“EMPLOYEE”):

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

- A. “LSU A&M”: The campus of Louisiana State University and Agricultural and Mechanical College which is located in Baton Rouge, Louisiana.
- B. “President”: The President of LSU.
- C. “Athletic Director”: The Vice Chancellor and Director of Athletics at LSU A&M.
- D. “Base Salary Amount”: The annual sum of Five Hundred Thousand and No/100 dollars (\$500,000.00).
- E. “Start Date”: February 6, 2017.
- F. “End Date”: March 31, 2020.
- G. “Program”: The intercollegiate Football program at LSU A&M.
- H. “Team”: The intercollegiate athletic team which is a part of the Program.

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

EMPLOYEE: TR

LSU: MPE

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

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

EMPLOYEE: TR

LSU: MCE

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

EMPLOYEE: TR

LSU: MRE

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

- L. Performing these duties at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU; and
- M. Performing all other reasonable duties customarily performed by football assistant coaches serving at colleges or universities that compete in the NCAA college football classification generally known as the Power Five.

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

5. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in twelve (12) equal monthly installments on LSU’s regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies. However, in no event will EMPLOYEE’S Base Salary Amount be reduced as a result of any such review.

6. Supplemental Compensation.

- A. While employed under this Agreement, EMPLOYEE will earn and receive Supplemental Compensation during each calendar year of this Agreement in the following annualized amounts payable in twelve (12) equal monthly installments on LSU's regular monthly payroll date and pro-rated appropriately for partial years and months:

Seventy-five Thousand and No/100 (\$75,000.00) Dollars (before pro-ration) – Effective February 6, 2017 through December 31, 2017.

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

One Hundred Thousand and No/100 (\$100,000.00) Dollars – Effective January 1, 2019 through December 31, 2019.

One Hundred Thousand and No/100 (\$100,000.00) Dollars (before pro-ration) – Effective January 1, 2020 through March 31, 2020.


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

7. Incentive Compensation.

- A. **Post-Season Incentive Compensation.** In the event the Team participates in post-season game(s), EMPLOYEE may earn Post-Season Incentive Compensation as

Page 5 of 30

EMPLOYEE: 

LSU: 

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

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

EMPLOYEE: TR

LSU: MAE

compensation, EMPLOYEE must be employed by LSU on the date on which the incentives are considered earned.

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

EMPLOYEE: TR

LSU: MR

- A. Membership(s) in a social club, such as the University Club of Baton Rouge, provided that: (i) monthly dues shall be payable from affiliated foundation funds, subject to approval of such involved foundation which shall not be unreasonably withheld; (ii) business-related (non-personal) expenses incurred in accordance with LSU and foundation policy will be reimbursed from affiliated foundation funds; and (iii) EMPLOYEE shall be responsible for payment of all personal charges;
- B. Mobile communications device and service for business purposes; and
- C. (i) An annual automobile allowance in an amount of \$800 per month or, to the extent consistent with state ethics law, use of courtesy vehicle(s) provided by dealership(s); and (ii) related automobile insurance reimbursed from affiliated foundation funds.

9. **Additional Revenue.**

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

EMPLOYEE: TR

LSU: MME

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

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

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

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

EMPLOYEE: 

LSU: 

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

- (1) Committing a material violation of Governing Athletics Regulations, or failing promptly to report any known or reasonably suspected material violation by another person to the Athletic Director and the Associate Athletic Director for Compliance;
- (2) Committing or being convicted of either: (i) any felony; or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- (3) Engaging in serious misconduct which: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE’s ability to perform the obligations contained herein without adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU;
- (4) Unreasonably refusing or repeatedly failing to perform any duties imposed upon EMPLOYEE herein (including, but not limited to, those duties and responsibilities set forth in Section 3 of this Agreement), or failing to perform the same to the best of EMPLOYEE’s reasonable ability, after written notice to EMPLOYEE of LSU’s reasonable expectation;
- (5) Knowingly committing material or repeated violations of any provision of this Agreement, provided said initial violations are not cured within ten (10) days of EMPLOYEE’s receipt of written notice of the same;

EMPLOYEE: TR

LSU: MS

- (6) Prolonged absence from LSU without its consent, which will not unreasonably be withheld;
- (7) (i) Committing fraud in the performance of any duties and responsibilities herein, including, but not limited to, fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or (ii) counseling, instructing, encouraging, or knowingly permitting any other person to commit such fraud;
- (8) (i) Failing to respond accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or during any prior employment at any other institution of higher learning, which request or inquiry is propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any other person to fail to so respond;
- (9) (i) Participating in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any student athlete or other individual under or

subject to EMPLOYEE's control, authority, or supervision to participate in such activity;

- (10) (i) Furnishing any information or data, other than information or data provided to the general public through press conferences, news releases, and the like, relating in any manner to any intercollegiate sport or any student athlete to any individual whom EMPLOYEE knows (or has constructive knowledge) to be a gambler, bettor, or bookmaker, or an agent of any such person; or (ii) counseling, instructing, or encouraging any student athlete or other individual under EMPLOYEE's control, authority, or supervision to furnish such information or data;
- (11) Using or consuming alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair EMPLOYEE's ability to perform the duties herein;
- (12) Selling, purchasing, using, or possessing any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by EMPLOYEE is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith;
- (13) Knowingly encouraging or permitting the sale, purchase, use, or possession by any student athlete or other individual under EMPLOYEE's control, authority, or supervision of any controlled substances, steroids, or other

drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;

- (14) (i) Failing to reasonably cooperate in the investigation and enforcement of Governing Athletics Regulations; or (ii) counseling, instructing, or encouraging any other person to fail to cooperate in such investigation and enforcement;
- (15) Subject to any right of administrative appeal permitted or granted to EMPLOYEE by the NCAA or SEC, the making or rendition of a finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by EMPLOYEE of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of EMPLOYEE which were knowingly and intentionally permitted, encouraged, or condoned by EMPLOYEE, or about which violations EMPLOYEE knew and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of violations during employment of EMPLOYEE at any other institution of higher education);
or
- (16) Failing to report promptly to the Athletic Director and the Associate Athletic Director for Compliance any material violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge.

B. Termination by LSU Without Cause.

- (1) LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages, in lieu of any and all compensation or sums otherwise due under the terms of this Agreement, and in lieu of any and all other legal remedies or equitable relief as detailed below. In the event of termination by LSU without cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which written notice of termination is given, or on such later date as may be set forth by LSU in the written notice of termination.
- (2) Liquidated damages under this Section 11.B will be the Base Salary Amount and the Supplemental Compensation Amount for the remaining term of this Agreement, including any extended term. A partial year shall be prorated.
- (3) Liquidated damages under this Section 11.B will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the term of this Agreement, including any extended term.

EMPLOYEE: 

LSU: 

- (4) In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section 11.B shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive from the termination date until LSU's obligation pursuant to this Section 11.B to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment as soon as practicable at a prevailing market salary resulting from arm's length negotiations. In the event EMPLOYEE obtains other employment, EMPLOYEE will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by EMPLOYEE and the amount of offset due to LSU.
- (5) The parties have bargained for this liquidated damages provision, giving consideration to the following: This is a contract for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause EMPLOYEE to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages to be suffered by EMPLOYEE in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that all liquidated damages provided for herein are not in any way a donation or a penalty, but rather

EMPLOYEE: JR

LSU: MLK

are a good faith estimate of damages that will be incurred in the event of termination.

C. Termination by EMPLOYEE Without Cause.

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

EMPLOYEE: 

LSU: 

(2) Liquidated damages under this Section 11.C shall be (i) fifty percent (50%) of all remaining guaranteed Base Salary and Supplemental Compensation due under the Agreement on the termination date if EMPLOYEE accepts employment in a non-head coaching position with another Southeastern Conference (SEC) football program or a Division I-A Football Bowl Subdivision program within a 500 mile radius of LSU; or (ii) twenty percent (20%) of all remaining guaranteed Base Salary and Supplemental Compensation due under the Agreement on the termination date if EMPLOYEE accepts employment in a non-head coaching position with a Division I-A Football Bowl Subdivision program outside a 500 mile radius of LSU; (iii) liquidated damages will be waived if EMPLOYEE accepts an Offensive Coordinator position with a Division I-A Football Bowl Subdivision program that is not a member of the SEC or a coaching position with a National Football League (NFL) franchise; or (iv) liquidated damages may be waived at the discretion of the Athletic Director if employee is not in breach of any provision of this Agreement and LSU determines that such waiver would serve the best interests of LSU, considering factors such as, but not limited to, EMPLOYEE's length of service with LSU, the impact the timing of EMPLOYEE's notice has on the team, etc. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term. EMPLOYEE must notify LSU in writing of the payment

EMPLOYEE: JR

LSU: MS

option he elects on or before the date the first monthly installment would be due. If EMPLOYEE elects the lump sum option, payment in full shall be due on or before sixty (60) days after the termination date. If EMPLOYEE elects to pay in monthly installments, each installment shall be due on or before the last day of each remaining month in the Agreement.

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

EMPLOYEE: TR

LSU: MS

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

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

D. Suspension or Other Disciplinary Action.

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

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EMPLOYEE: TR

LSU: MAS

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

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

EMPLOYEE: 

LSU: 

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

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

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

EMPLOYEE: TR

LSU: MM

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

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

EMPLOYEE: TR

LSU: JMS

13. **Annual Leave and Overtime.** Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), EMPLOYEE will **not** earn or accrue annual leave, nor will EMPLOYEE be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any one week. EMPLOYEE's Base Salary has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.

A. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice

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EMPLOYEE: 

LSU: 

that he will be credited with annual leave pursuant to this Section 13. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive his right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section 13. EMPLOYEE will accrue and use sick leave in accordance with LSU policy.

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

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

15. **Amendments to Contract.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by EMPLOYEE, such approval and acceptance to be acknowledged in writing. Except where expressly indicated in this Agreement, the written approval of the LSU Board of

EMPLOYEE: TR

LSU: MAH

Supervisors shall be required to amend or waive any terms or conditions set forth herein. EMPLOYEE expressly acknowledges that it would be unreasonable to rely upon any oral representations, or any representations made by anyone other than the particular LSU representative(s) authorized by this Agreement, that purport to amend or waive any terms of this Agreement.

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

flood or any requirement of law, legislative enactment, or executive order, or an act of God.

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


EMPLOYEE: TR

LSU: MAE

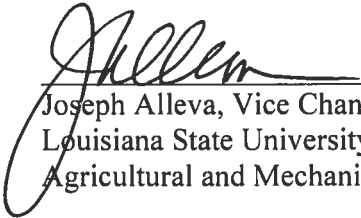
THE PARTIES hereto have executed this Agreement on the day, month and year first above written.

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

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

 _____
Tommie L. Robinson, Jr. Date
March 7, 2017

RECOMMENDED:

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

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

EMPLOYEE: TR

LSU: MS

Schedule A – Supplemental Terms for Tommie L. Robinson, Jr.

This Schedule A supplements and further defines the provisions of the Employment Agreement dated March 17, 2017, entered into between LSU and Tommie L. Robinson, Jr., to which it is attached (the “Agreement”). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

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

- | | | |
|----|---|-------------|
| a) | Western Division Representative SEC Championship Game | \$15,000 OR |
| | SEC Champions | \$25,000 |

AND the highest goal attained of any one of the following:

- | | | |
|----|---|-------------|
| b) | Non College Football Playoff (CFP) Bowl Participant | \$15,000 OR |
| c) | CFP Bowl Participant | \$25,000 OR |
| d) | CFP Semifinal Game Participant | \$50,000 OR |
| e) | CFP National Championship Game Participant | \$75,000 OR |
| f) | CFP National Champion | \$100,000 |

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

- D. One-time reimbursement of household moving expenses in accordance with LSU policy and state law;
- E. One-time payment of \$5,000 to be used for miscellaneous relocation expenses not reimbursed in accordance with the provisions of subsection D above; and


EMPLOYEE: TR

LSU: ME

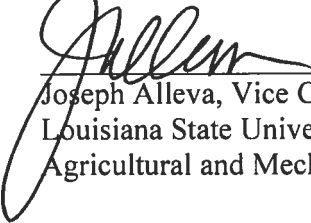
- F. Temporary housing at a site chosen by the Athletic Director for a period not to exceed 60 days.
3. University acknowledges that a necessary element of inducing Coach to accept employment with University is University's commitment to pay up to \$237,500 of the expense that Coach would incur as a result of terminating his contract with the University of Southern California and commencing employment with University. University has authorized the reimbursement of Coach for this expense under its accountable plan (as described in section 1.62-2 of the Treasury regulations) and will pay said sum directly to the University of Southern California. University will report these funds to the IRS as a reimbursement to Coach. If required by the IRS or deemed necessary by Coach or University, University will report these funds to the IRS as a reimbursement to Coach.
4. All other provisions of the Agreement remain unchanged.

APPROVED:

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

 _____ Date _____
Tommie L. Robinson, Jr. March 7, 2017

RECOMMENDED:

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

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

Quarterly Audit Summary

Fiscal Year 2017, 1st Quarter

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Quarterly Audit Summary

Fiscal Year 2017, 1st Quarter

LSU Agricultural Center

Financial Controls Review

Audit Initiation:

This review originated as a scheduled audit from the FY 2016 Board approved audit plan.

Audit Scope and Objectives:

The scope of this audit included controls, transactions, and related documentation for the period of July 1, 2014 to December 31, 2015 at the AgCenter. The scope excluded controls related to activities at the College of Agriculture.

The objectives of this audit included determining whether internal controls are in place and functioning properly in the areas of disbursements, cash handling, movable property, payroll, and procurement cards.

Audit Findings:

1. The movable property program at the AgCenter is not being effectively administered to provide complete and accurate property records. We recommended that management strengthen the administration and oversight of the movable property program by:
 - Performing a thorough inventory to identify unlocated assets, untagged assets, and incorrect or incomplete property records.
 - Developing procedures for movable property administration including conducting annual inventory, off-site storage requirements, transfer of equipment.
 - Examining movable property and the related property records on a sample basis to determine if property records are accurate and complete.

Quarterly Audit Summary

Fiscal Year 2017, 1st Quarter

- Periodically reviewing movable property records and performing walk-throughs to identify obsolete inventory and initiate the surplus or disposal of those assets.
 - Evaluating the continued need for each of the 17 weapons currently in inventory, including those approved for home storage, and providing additional training on safeguarding and handling.
2. We identified weaknesses in departmental management review. As a result, we recommended that Directors and Department Heads should only approve transactions for which they have obtained adequate assurance of a legitimate business purpose and satisfactory written justification.
 3. There were inconsistencies in time and attendance practices as well as insufficient oversight. We recommended that management implement time and attendance guidelines to ensure entries are accurate, appropriately approved, in compliance with University, state, and federal regulations, and monitored.
 4. Cash handling procedures and corresponding controls varied between AgCenter units, resulting in a recommendation to develop a centralized cash handling policy that provides the required internal controls for collecting, processing, depositing, and reconciling all cash receipts.
 5. The AgCenter has nearly \$1 million in receivables that have been outstanding for over three years, primarily comprised of debt owed from TransGenRx (a former licensee of AgCenter intellectual property) and the LSU System Research and Technology Foundation (RTF). We recommended that AgCenter pursue all reasonable collection efforts to satisfy outstanding debt.
 6. AgCenter employees are allowed to use procurement cards (p-cards) to purchase gasoline for state vehicles. While this is not in violation of AgCenter policy, it does present an increased risk for personal gas purchases with University funds. As a result, we recommended that gasoline purchased with p-cards should be reconciled to travel

Quarterly Audit Summary

Fiscal Year 2017, 1st Quarter

documentation forms and vehicle logs to ensure it was for authorized travel using state vehicles.

Management's Response and Corrective Action Plan:

Management concurred with our recommendations and is in the process of implementing corrective action plans which will be fully completed by March 2017.

Louisiana State University Health Sciences Center New Orleans

Campus Access and Monitoring Audit

Audit Initiation:

Internal Audit completed an audit on Campus Access and Monitoring at LSU Health Sciences Center-New Orleans (HSCNO) from the Board-approved Fiscal Year 2016 Audit Plan. This audit report provides an evaluation of the controls the University Police staff and departments use to provide campus safety to students and employees on and around campus.

Audit Scope and Objectives:

The scope of our work included employees' access during the 2016 fiscal year. Scope activity included review of policies and procedures, review of controls, interviews with department personnel, perform walkthroughs, analyze data for all in-scope areas, and a review of other department records. Our main objective involved determining whether internal controls exist to comply with federal and state regulations governing campus access and monitoring, such as the 34 CFR 668.46 (f) Institutional Security Policies and Crime Statistics, Jeanne Clery Act, Occupational Safety and Health Administration (OSHA), and the Handbook for Campus Safety and Security Reporting 2016.

Quarterly Audit Summary

Fiscal Year 2017, 1st Quarter

Audit Findings:

Our test results indicated one weakness within the internal control structure of the campus access and monitoring process. Access for some terminated employees was not deactivated.

The following recommendations were made:

1. HSCNO's Parking Office should continue to obtain termination and graduation reports on a routine basis to help ensure that parking access for all terminated employees and students is deactivated.
2. HSCNO's Lock Shop should be included in the automatic termination notification process to help ensure that keys for all terminated employees are returned.

Management's Response and Corrective Action Plan:

Management agreed with these recommendations and is in the process of implementing the corrective action plans.

Louisiana State University Health Sciences Center Shreveport

Louisiana Property Assistance Agency (LPAA)

Audit Initiation:

This audit was initiated and conducted by the Louisiana Property Assistance Agency (LPAA).

Audit Scope and Objectives:

The purpose of the audit was to ensure that the Medical Center was in compliance with State Property Control Regulations and State Fleet Regulations. The audit, which included fiscal year July 1, 2015 through June 30, 2016 indicated that the Medical School has 23,115

Quarterly Audit Summary

Fiscal Year 2017, 1st Quarter

assets in the State's asset management system (AMS) of which 23 are fleet vehicles.

Audit Findings:

The report included findings related to:

- Incomplete or missing information in property files
- Location and tracking of physical inventory
- Incomplete information in fleet files

Management's Response and Corrective Action Plan:

Management provided a response that included corrective actions to address the findings and recommendations.

Quarterly Audit Summary

Fiscal Year 2017, 2nd Quarter

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Quarterly Audit Summary

Fiscal Year 2017, 2nd Quarter

Louisiana State University A & M

Email Security and Retention

Audit Initiation:

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

Audit Scope and Objectives:

The scope of this audit included email systems operating on the LSU A & M Campus for the period of October 1, 2015 to January 1, 2016. The LSU Ag Center was also included because it resides on the LSU physical network.

The objectives were to determine if email systems have appropriate controls to provide for:

- Proper retention of email
- Disaster recovery and business continuity planning (DR/BCP)
- Logical and physical security

Audit Finding:

The email systems providing services to LSU do not have adequate retention controls to ensure compliance with legal mandates. The following recommendations were made:

- Management should revise PS 6.15 Email Use Policy to recognize the institution's responsibility for ensuring compliance with retention requirements.
- LSU should take steps to implement the legal hold of emails as soon as possible. (note that this recommendation was implemented August 1, 2016)
- All departments currently operating independent email systems, with noted exceptions, should begin migration of users to the LSU Office365 email system.

Quarterly Audit Summary

Fiscal Year 2017, 2nd Quarter

- The LSU Ag Center should implement an archival or legal hold control to ensure all email is properly retained.
- The Department of Continuing Education email system should be moved to the LSU Office 365 system or, if not feasible to move, they should institute a system to comply with email retention requirements.

Management's Response and Corrective Action Plan:

Management at LSU A & M concurred with our recommendations and is in the process of implementing corrective action plans. Management at the Ag Center also concurred with the recommendation and is implementing corrective action which will be complete in March, 2017.

Management Letter (Louisiana Legislative Auditor)

Audit Initiation:

This external audit was conducted by the Louisiana Legislative Auditor's Office.

Audit Scope and Objectives:

The Louisiana Legislative Auditor's (LLA) Office conducted procedures at Louisiana State University and related campuses as part of the Louisiana State University System's financial statement audit, and to evaluate its accountability over public funds for the period July 1, 2015 through June 30, 2016.

Audit Findings:

- Misappropriation of assets at the LSU Agricultural Center
- Noncompliance with Federal Equipment Management Regulations at the LSU Agricultural Center
- Weaknesses in Controls over Federal Research and Development Cluster Expenses
- Weakness in Controls over Federal Reporting Requirements
- Non-compliance with Federal Equipment Management Regulations at the LSU A&M College

Quarterly Audit Summary

Fiscal Year 2017, 2nd Quarter

Management's Response and Corrective Action Plan:

Management provided responses that included corrective actions to be taken to address each of the findings.

Louisiana State University Health Sciences Center New Orleans

Time and Attendance

Audit Initiation:

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

Audit Scope and Objectives:

The objectives of this audit included determining whether controls were in place to ensure that newly implemented time and leave entry process were operating as intended, which include but not limited to:

- Time and leave entries are properly supported to ensure overall leave balances are accurate.
- Certifications are obtained for unclassified employees to ensure appropriate hours for the pay period have been worked or leave taken.

The scope included an analytical review of employee leave balances as of June 30, 2016. Procedures included reviews of policies, procedures and controls, interviews with department personnel, process walkthroughs, analysis of data for all in-scope areas, and review of other department records.

Audit Findings:

There were no reportable findings noted.

Management's Response and Corrective Action Plan:

None required.

Quarterly Audit Summary

Fiscal Year 2017, 2nd Quarter

Management Letter (Louisiana Legislative Auditor)

Audit Initiation:

This external audit was conducted by the Louisiana Legislative Auditor's Office.

Audit Scope and Objectives:

The Louisiana Legislative Auditor's (LLA) Office conducted procedures at Louisiana State University Health Sciences Center New Orleans (LSUHSC-NO) as part of the LSU System audit, and to evaluate its accountability over public funds for the period July 1, 2015, through June 30, 2016.

Audit Findings:

Based on the results of procedures conducted by the LLA, they reported a finding regarding noncompliance with debt collection requirements. In addition, the account balances of classes of transactions tested were materially correct.

Management's Response and Corrective Action Plan:

Management concurred with the finding related to debt collection and has implemented corrective action.

Louisiana State University Health Sciences Center Shreveport

Capital Assets

Audit Initiation:

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

Quarterly Audit Summary

Fiscal Year 2017, 2nd Quarter

Audit Scope and Objectives:

The objectives of this audit included an evaluation of the effectiveness of LSUHSC-Shreveport capital asset management processes in reducing risk to acceptable levels in the following areas:

- Safeguarding moveable property, i.e. prevention of theft and other loss
- Sanitizing data on electronic equipment
- Monitoring of facilities lease
- Satisfying reporting requirements including financial statement implications and compliance obligations

The scope of this audit included transactions related to capital assets including leased equipment and building for the period of October 1, 2013, to June 30, 2016.

Audit Findings:

The report included findings related to:

- Safeguarding movable property
 - Recording, tracking and monitoring
 - Accounting treatment of capital projects
 - Obsolescence
 - Assets kept off campus
 - Disposal of surplus property
- Sanitizing data on electronic equipment
- Monitoring of facilities lease
 - Rent adjustments
 - Leased insurance requirements
 - Leased alterations & improvements under \$500,000
- Reconciliation of assets

Management's Response and Corrective Action Plan:

Management provided a response that included corrective actions to address the findings and recommendations.

Quarterly Audit Summary

Fiscal Year 2017, 2nd Quarter

Management Letter (Louisiana Legislative Auditor)

Audit Initiation:

This external audit was conducted by the Louisiana Legislative Auditor's Office.

Audit Scope and Objectives:

The Louisiana Legislative Auditor's (LLA) Office conducted procedures at Louisiana State University Health Sciences Center Shreveport (Center) as part of the LSU System audit, and to evaluate the Center's accountability over public funds for the period July 1, 2015, through June 30, 2016.

Audit Findings:

Based on the results of procedures conducted by the LLA, they reported a finding regarding noncompliance with debt collection requirements. In addition, the account balances of classes of transactions tested were materially correct.

Management's Response and Corrective Action Plan:

Management concurred with the finding related to debt collection and will implement a process to address.

Louisiana State University System

Financial Statement Audit (Louisiana Legislative Auditor)

Audit Initiation:

This external audit was conducted by the Louisiana Legislative Auditor's Office.

Audit Scope and Objectives:

The Louisiana Legislative Auditor's (LLA) Office conducted a financial statement audit of the Louisiana State University System (System) for the year ended June 30, 2016, as a part of the Single Audit of the State of Louisiana and to provide accountability over public funds.

Quarterly Audit Summary

Fiscal Year 2017, 2nd Quarter

Audit Findings:

The LLA found that the financial statements present fairly, in all material respects, the respective financial position of the business-type activities and the discretely presented component units of the LSU System as of June 30, 2016, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Management's Response and Corrective Action Plan:

A management response was not required.

Evaluation of the Internal Audit Function in State Agencies and University Systems (Louisiana Legislative Auditor)

Audit Initiation:

This external audit was conducted by the Louisiana Legislative Auditor's Performance Audit Services Office.

Audit Scope and Objectives:

The objective of this performance audit was to identify and evaluate the challenges state agencies and university systems face in establishing internal audit functions that comply with state law and professional standards.

Audit Findings:

The review identified challenges related to reporting structure, limited budgets, quality assessment reviews, and producing effective and risk-based audits.

Management's Response and Corrective Action Plan:

A management response was not required.

Quarterly Audit Summary

Fiscal Year 2017, 2nd Quarter

Louisiana State University Health Sciences Center Health Care Services Division

Management Letter (Louisiana Legislative Auditor)

Audit Initiation:

This external audit was conducted by the Louisiana Legislative Auditor's Office.

Audit Scope and Objectives:

The Louisiana Legislative Auditor's (LLA) Office conducted procedures at Louisiana State University Health Sciences Center – Health Care Services Division (HCSD) as part of the LSU System audit, and to evaluate the Center's accountability over public funds for the period July 1, 2015, through June 30, 2016.

Audit Findings:

The following findings were reported:

- Weaknesses in Agreements for Use of State Assets
- Weakness over State Assets in New Orleans Hospitals

Management's Response and Corrective Action Plan:

Management concurred with the findings and provided correction action plans to address.

**LSU
Deposit and Collateral Report
For the Quarter Ended December 31, 2016**

Deposits Requiring Posting of Collateral:	Demand Deposit Sweep/MMA Repurchase	Certificates of Deposit	Total Deposits in Financial Institutions	Collateral (1)
LSU A & M and LSU Health New Orleans				
Chase - LSU, Health Plan Premium	\$ 63,732,567		\$ 63,732,567	\$ 116,854,819
Chase-HSCNO	27,965,473	\$ 18,600	27,984,073	36,359,244
Capital One - LSU-A	2,351,172		2,351,172	2,101,172
St. Landry Bank - LSU-E	1,016,290		1,016,290	996,111
Total	\$ 95,065,502	\$ 18,600	\$ 95,084,102	\$ 156,311,346
LSU Health Shreveport				
US Bank	\$ 4,485		\$ 4,485	\$ 250,000
Regions Bank-EA Conway	542,995		542,995	548,855
Regions Bank-Huey P Long	377,510		377,510	380,060
Regions Bank-Shreveport	51,640,360		51,640,360	59,739,587
Regions Bank-Shreveport Endowment Fds	6,932,764		6,932,764	-
Total	\$ 59,498,114	\$ -	\$ 59,498,114	\$ 60,918,502
LSU HCSD				
JP Morgan Chase (HCSD)	\$ 78,215,039		\$ 78,215,039	\$ 79,815,537
Capital One (MCLNO Trust Fund)	4,592,416		4,592,416	9,468,539
Total	\$ 82,807,455	\$ -	\$ 82,807,455	\$ 89,284,076
LSU - Shreveport				
Campus Federal Credit Union		\$ 100,213	\$ 100,213	\$ 250,000
Regions Bank				
Capital One (Hibernia National Bank)	\$ 3,170,256		3,170,256	8,692,800
Total	\$ 3,170,256	\$ 100,213	\$ 3,270,469	\$ 8,942,800
Total Requiring Collateral	\$ 240,541,327	\$ 118,813	\$ 240,660,140	\$ 315,456,724
Deposits In Trust or Federal Obligations Not Requiring Collateral				
Federated Money Markets	\$ 40,025,842		\$ 40,025,842	
Federated Funds-Treas. Oblig. (2)	11,455		11,455	
Total	\$ 40,037,297	\$ -	\$ 40,037,297	
Total Deposits	\$ 280,578,624	\$ 118,813	\$ 280,697,437	

- (1) Collateral amounts include FDIC coverage of \$250,000 on Demand Deposits, \$250,000 on CD's and \$250,000 by the National Credit Union Share Insurance Fund on deposits with Campus Federal Credit Union.
(2) One Group & Federated Funds are no-load, open ended mutual funds investing in U.S. Treasury obligations.

LSU
Investment Summary
For the Quarter Ended December 31, 2016

Fund Description	As of 7/1/2016	As of 9/30/2016		As of 12/31/2016		As of 3/31/2017		As of 06/30/2017	
	Value	Cost	Market Value	Cost	Market Value	Cost	Market Value	Cost	Market Value
LSU Health Shreveport									
Current Funds									
Cash/Sweeps S.	\$52,626,700	\$59,745,276	\$59,745,276	\$51,644,845	\$51,644,845				
Cash/Sweeps C.	\$1,290,500	\$1,417,307	\$1,417,307	\$542,995	\$542,995				
Cash/Sweeps H.	\$499,056	\$460,977	\$460,977	\$377,510	\$377,510				
Cash/Sweeps	\$54,416,256	\$61,623,560	\$61,623,560	\$52,565,350	\$52,565,350	\$0	\$0	\$0	\$0
Money Market Accounts/Repos (A)	\$1,506,001	\$3	\$3	\$4	\$4				
Treasury Notes (B)				\$1,998,707	\$1,999,731				
Agency Securities (B)	\$5,261,731	\$5,257,803	\$5,253,422	\$4,755,708	\$4,713,257				
Mortgaged Backed Securities (B)	\$2,796,316	\$2,727,752	\$2,676,989	\$1,837,107	\$1,787,950				
Municipal Bonds (E)	\$2,704,809	\$3,640,310	\$3,650,617	\$14,155,766	\$14,055,173				
Corporate Bonds (D)	\$2,316,511	\$2,296,938	\$2,296,880	\$5,804,763	\$5,795,445				
Total	\$69,001,624	\$75,546,366	\$75,501,471	\$81,117,405	\$80,916,910	\$0	\$0	\$0	\$0
Endowment Funds									
Cash/Sweeps	\$6,930,453	\$6,931,481	\$6,931,481	\$6,932,764	\$6,932,764				
Equity Securities (C)	\$7,650	\$7,650	\$13,869	\$7,650	\$13,599				
Mutual Funds	\$49,429,471	\$49,873,028	\$53,508,849	\$50,616,414	\$53,065,832				
Total	\$56,367,574	\$56,812,159	\$60,454,199	\$57,556,828	\$60,012,195	\$0	\$0	\$0	\$0
Grand Total	\$125,369,198	\$132,358,525	\$135,955,670	\$138,674,233	\$140,929,105	\$0	\$0	\$0	\$0
LSU HCSD									
Current Funds									
Cash/Sweeps	\$43,641,215	\$43,602,414	\$43,602,414	\$78,215,039	\$78,215,039				
Total	\$43,641,215	\$43,602,414	\$43,602,414	\$78,215,039	\$78,215,039	\$0	\$0	\$0	\$0
Other Funds									
Cash/Sweeps	\$3,943,346	\$4,083,997	\$4,083,997	\$4,592,416	\$4,592,416				
Money Market Accounts/Repos (A)	\$37,512,662	\$40,071,008	\$40,071,008	\$8,478,647	\$8,478,647				
Equity Securities (C)	\$464,950	\$432,909	\$432,909	\$447,690	\$447,690				
US Gov Related Securities	\$16,295	\$13,812	\$13,812	\$11,455	\$11,455				
Total	\$41,937,253	\$44,168,817	\$44,601,726	\$13,082,518	\$13,530,208	\$0	\$0	\$0	\$0
Grand Total	\$85,578,468	\$87,771,231	\$88,204,140	\$91,297,557	\$91,745,247	\$0	\$0	\$0	\$0
LSU - Shreveport									
Current Funds *									
Cash/Sweeps	(\$17,866)	\$6,900,303	\$6,900,303	\$3,170,256	\$3,170,256				
Money Market Accounts/Repos (A)	\$501,707	\$24	\$24	\$100,213	\$100,213				
Certificates of Deposit	\$100,213	\$100,213	\$100,213						
Total	\$584,054	\$7,000,540	\$7,000,540	\$3,270,469	\$3,270,469	\$0	\$0	\$0	\$0
Endowment Funds **									
Cash/Sweeps	\$0	\$0	\$0	\$0	\$0				
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Funds									
Cash/Sweeps	\$285,231	\$285,231	\$285,231	\$0	\$0				
Total	\$285,231	\$285,231	\$285,231	\$0	\$0	\$0	\$0	\$0	\$0
Grand Total	\$869,285	\$7,285,771	\$7,285,771	\$3,270,469	\$3,270,469	\$0	\$0	\$0	\$0
System Total	\$847,837,044	\$905,954,303	\$923,712,027	\$843,794,161	\$845,701,190	\$0	\$0	\$0	\$0

* LSUS has deposited \$5,076,767 with LSU A&M Campus for investment purposes. Also, negative balance in the cash/Sweeps section of the current funds does not represent an actual negative bank balance, rather it represents a timing difference of the allocation of the current funds.
** Small endowment funds at LSUS were moved to the LSUS Foundation to accommodate Workday.

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.

FY 2016-17 2nd Quarter Consolidated Report on
Personnel Actions Not Requiring Board Approval
in accordance with the
Regulations of the Board of Supervisors

March 17, 2017

Personnel Actions Information Report
Reporting Period: October 1, 2016 - December 31, 2016

LSU						
Name	Effective Date	Title	Honorific Allowance	Named Professorship	Transaction	
Voyiadjis, George Z.	10/1/2016	Department Head/Chair	\$0	Freeport McMoRan Chaired Professorship of	Honorific	
Stewart, Brenton	10/1/2016	Assistant Professor	\$0	Russell Long Professorship in the School of	Honorific	
Seifried, Chad	12/16/2016	Designated Professor	\$4,000	L.M. "Pat" and Mildred Harrison Hines Family Professorship in the College of	Honorific	
Grimley, Paula	10/1/2016	Lab School Instructor	\$0	Education W.H. "Bill" Leblanc Endowed Alumni	Honorific	
DiCarlo, Cynthia	10/1/2016	Professor	\$6,200	Association Departmental Professorship	Honorific	
Name	Effective Date	Title	Prev Salary	New Salary	% Change	Transaction
Cain, Nolan David	11/22/2016	Assistant Coach	\$0	\$150,000		Rehire Former Employee
Kajan, Benjamin	8/15/2016	Assistant Professor				Academic Subvention Full AY
Zerba, Michelle Louise	8/15/2016	Professor				Academic Subvention Half AY
Day, Louis A.	12/17/2016	Professor				Emeritus Status
LSU at Shreveport						
Name	Effective Date	Title	Prev Salary	New Salary	% Change	Transaction
Sherman, Brian	11/1/2016	Dean of Major Academic Area	\$70,000	\$81,000	16%	Promotion to Interim
Pennington Biomedical Center						
Name	Effective Date	Title	Prev Salary	New Salary	% Change	Transaction
Kappen, Claudia	10/1/2016	Professor	\$213,705	\$238,705	12%	Rolling Tenure - Equity Adjustment
LSU AgCenter						
Name	Effective Date	Title	Prev Salary	New Salary	% Change	Transaction
Doucet, Gena	11/21/2016	Director of HRM	131,395	134,000	2%	Appoint/Joint Between Campuses
Famoso, Adam	11/1/2016	Assistant Professor	110,556	128,556	16%	Honorific
Copes, Josh	10/1/2016	Assistant Professor	40,000	82,000	105%	Appointment to Faculty Rank
LSUHSC-New Orleans						
Name	Effective Date	Title	Prev Salary	New Salary	% Net Change	Transaction
Chauvin, Sheila W	10/15/2016		n/a	n/a		n/a Emeritus
Ruiz, Bernardo	10/1/2016		n/a	n/a		n/a Emeritus
Williams, Donna L	11/1/2016	ASSOCIATE DEAN OF MAJOR ACADEM	\$128,359	\$180,000	40%	PRO Promotion-Unclass/Admin Duties
Dicarlo, Richard P	11/11/2016	SENIOR ASSOCIATE DEAN	\$134,655	\$175,000	30%	PRO Promotion-Unclass/Admin Duties
Lee, Brian D	10/1/2016	DEPARTMENT HEAD/CHAIRMAN	\$160,000	\$192,000	20%	PAY Change in Percent of Effort
Simoneaux, Wendy	11/1/2016	ASSOC VICE CHANCELLOR	n/a	\$280,000	100%	REH Appointment Unclass

LSUHSC-New Orleans

Name	Effective Date	Title	Honorific Allowance	Named Professorship	Transaction
Mammoser, Aaron G	10/1/2016	Associate Professor		Kelsey Bradley Favrot Endowed Chair in \$0 Neuro-Oncology	Honorific
Pasternak, Ryan H	10/1/2016	Associate Professor		Nick Gagliano Professorship in Ambulatory \$0 Pediatrics	Honorific
Desselle, Bonnie C	10/1/2016	Leslie Lewinter-Suskind and Ro		Leslie Lewinter-Suskind and Robert Suskind \$0 Professorship in Pediatric Education	Honorific

LSUHSC-Shreveport

Name	Effective Date	Title	Prev Salary	New Salary	% Net Change	Transaction
Gomelsky, Alexander	12/12/2016	DEPARTMENT HEAD/CHAIRMAN	\$189,208	\$200,000	6%	PRO Promotion-Unclass/Admin Duties
Kevil, Christopher G.	12/2/2016	VICE CHANCELLOR FOR RESEARCH/C	\$129,600	\$225,000	74%	PRO Promotion-Unclass/Admin Duties
Lewis, David F.	10/1/2016	VICE CHANCELLOR CLIN AFFAIRS	\$200,000	\$200,000	n/a	PRO Promotion-Unclass/Admin Duties

HCSDA

Name	Effective Date	Title	Prev Salary	New Salary	% Net Change	Transaction
Dixit, Deepak Shankar	12/1/2016	PHYSICIAN		n/a		100% HIR Appointment Unclassified
Jackson, Danny J.	10/1/2016	DIRECTOR OF NON ACADEMIC OR SE		n/a		100% REH Appointment Unclass



PROPOSED
LSU BOARD OF SUPERVISORS MEETING SCHEDULE
2017-2018

Friday, October 13, 2017

10:00 a.m. Committee Meetings and ~1:00 p.m. Board Meeting
Baton Rouge, LSU University Administration Building

Deadline for Submitting Agenda Items: September 14, 2017

Friday, December 8, 2017

10:00 a.m. Committee Meetings and ~1:00 p.m. Board Meeting
Baton Rouge, LSU University Administration Building

Deadline for Submitting Agenda Items: November 8, 2017

Friday, February 2, 2018

10:00 a.m. Committee Meetings and ~1:00 p.m. Board Meeting
Baton Rouge, LSU University Administration Building

Deadline for Submitting Agenda Items: January 10, 2018

Friday, March 16, 2018

10:00 a.m. Committee Meetings and ~1:00 p.m. Board Meeting
Baton Rouge, LSU University Administration Building

Deadline for Submitting Agenda Items: February 16, 2018

Friday, May 4, 2018

10:00 a.m. Committee Meetings and ~1:00 p.m. Board Meeting
Baton Rouge, LSU University Administration Building

Deadline for Submitting Agenda Items: April 4, 2018

Friday, June 29, 2018

10:00 a.m. Committee Meetings and ~1:00 p.m. Board Meeting
Baton Rouge, LSU University Administration Building

Deadline for Submitting Agenda Items: May 29, 2018

Friday, September 7, 2018

10:00 a.m. Committee Meetings and ~1:00 p.m. Board Meeting
Baton Rouge, LSU University Administration Building

Deadline for Submitting Agenda Items: August 7, 2018



LSU Board of Supervisors Committee Meeting

LSU Eunice
Acadian Center
Room A-127
2048 Johnson Highway
Eunice, Louisiana 70535

Friday, 3/17/2017
10:00 AM - 12:00 PM CT
COMMITTEE MEETINGS

A. ACADEMIC AND STUDENT AFFAIRS, ACHIEVEMENT AND DISTINCTION COMMITTEE (James W. Moore, Chair)

1. Request from LSU Alexandria to Establish 2 Postbaccalaureate Certificates in Education
 - i. Postbaccalaureate Certificate in Adapted Physical Education, K-12
ACADEMIC AFFAIRS - LSU A Request to Establish a PBC in Adapted Physical Education - Page 4
 - ii. Postbaccalaureate Certificate in Significant Disabilities, Grades 1-12
ACADEMIC AFFAIRS - LSU A Request to Establish a PBC in Significant Disabilities - Page 6
2. Request from LSU A&M to Establish 2 Graduate Certificates in the College of Human Sciences and Education
 - i. Graduate Certificate in Early Childhood Education
ACADEMIC AFFAIRS - LSU A&M Request to Establish a GC in Early Childhood Education - Page 8
 - ii. Graduate Certificate in Urban and Community Education
ACADEMIC AFFAIRS - LSU A&M Request to Establish a GC in Urban & Community Ed - Page 10
3. CONSENT AGENDA
 - i. Request from LSU Shreveport to Terminate 2 Programs
ACADEMIC AFFAIRS CONSENT - LSU-S Request to Terminate 2 Programs - Page 13
 - BS in Elementary & Secondary Education French
 - BS in Elementary & Secondary Education Spanish
 - ii. Request from LSU Agricultural Center to Establish the A. Wilbert's Sons Professorship in Biofuels #2
ACADEMIC AFFAIRS CONSENT - LSU AgCenter Request to Establish the A Wilberts Sons Professorship - Page 14

- iii. Request from LSU A&M to Establish 5 Endowed Professorships
ACADEMIC AFFAIRS CONSENT - LSU A&M Request to Establish 5 Professorships - Page 15
- Cheney C. Joseph Endowed Professorship
 - Neil Odenwald Distinguished Professorship in Landscape Architecture #3
 - Sybil F. Boizelle Professorship
 - William Boizelle Professorship
 - U.J. LeGrange Endowed Professorship in Accounting #10
- iv. Request from LSU A&M to Convert 2 Endowed Professorships to Endowed Superior Graduate Student Scholarships
ACADEMIC AFFAIRS CONSENT - LSU A&M Professorship Conversions to Graduate Student Scholarships - Page 17
- Arthur K. Barton Professorship to the Arthur K. Barton Superior Graduate Student Scholarship
 - Charles Lamar Family Professorship for Graduate Studies to the Charles Lamar Family Superior Graduate Student Scholarship
- v. Request from LSU Eunice to Establish 2 Endowed Two-Year Student Workforce Scholarships
ACADEMIC AFFAIRS CONSENT - LSU E Request to Establish 2 Two-Year Student Workforce Scholarships - Page 19
- John & Geneva Lintzen Manuel Memorial Scholarship #1
 - John & Geneva Lintzen Manuel Memorial Scholarship #2
- vi. Request from LSU Health Sciences Center - New Orleans to Establish the Austin J. Sumner, M.D. Endowed Professorship in Neurology
ACADEMIC AFFAIRS CONSENT - LSU HSC-NO Request to Establish the Austin J Sumner Professorship - Page 21
- vii. Request form LSU Health Sciences Center - Shreveport to Establish the Charles Richard Parks Endowed Professorship in Neurological Rehabilitation
ACADEMIC AFFAIRS CONSENT - LSU HSC-S Request to Establish the Charles Richard Parks Endowed Prof - Page 22
- viii. Request from LSU Shreveport to Establish 2 Endowed Professorships
ACADEMIC AFFAIRS CONSENT - LSU S Request to Establish 2 Professorships - Page 24
- Joe B. Callaway Endowed Professorship in Business
 - George A. Khoury Endowed Professorship in Weightlifting
- ix. Request from LSU Shreveport to Establish the Kathie Giddings Troquille Memorial Endowed Scholarship for First Generation College Students in Social Services
ACADEMIC AFFAIRS CONSENT - LSU S Request to Establish the Kathie Giddings Troquille Memorial Endowed Scholarship - Page 26
- x. Request from Pennington Biomedical Research Center to Convert the John S. McIlhenny Endowed Chair in Health Wisdom to the John S. McIlhenny Endowed Postdoctoral Fellowship
ACADEMIC AFFAIRS CONSENT - Pennington Chair Conversion to Postdoctoral

Fellowship - Page 28

- xi. Request from LSU A&M to Name the Department of Entrepreneurship and Information Systems the "Stephenson Department of Entrepreneurship and Information Systems"
ACADEMIC AFFAIRS CONSENT - LSU A&M Request to Name the Dept of Entr and Info Systems - Page 30

- xii. Request from LSU A&M to Rename the LSU Child Care Center the "LSU Early Childhood Education Laboratory Preschool"
ACADEMIC AFFAIRS CONSENT - LSU A&M Request to Rename the LSU Child Care Center - Page 32

B. FINANCE, INFRASTRUCTURE, AND CORE DEVELOPMENT COMMITTEE

(Ronald Anderson, Chair)

1. Request from LSU Health Shreveport to Approve the School of Graduate Studies Tuition and Non-Resident Fee Waivers and MD/PhD Program Tuition Waivers
FINANCE LSUHSCS Request - Page 33

C. PROPERTY AND FACILITIES COMMITTEE (Rolfe McCollister, Jr., Chair)

1. Request from LSU A&M to Approve the Schematic Design of the LSU Tiger Park Indoor Practice Facility
PROPERTY Resolution Schematic Design LSU Tiger Park Indoor Practice Facility - Page 36
ATTACHMENT I-Memo to President - Page 39
ATTACHMENT II: Schematic Design - Page 40

D. ATHLETIC COMMITTEE (Blake Chatelain, Chair)

1. LSU Athletics Strategic Plan Update
2. Request from LSU A&M to Approve Athletic Football Coaches Contracts
 - i. Request from LSU A&M to Approve an Employment Contract with Edward J. Orgeron, Jr., Head Football Coach
ATHLETICS Resolution Orgeron - Page 49



**Request from LSU Alexandria to Establish the
Postbaccalaureate Certificate in Adapted Physical Education, K-12**

To: Members of the Board of Supervisors

Date: March 17, 2017

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

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

1. Summary of Matter

Description and Need

LSU Alexandria is requesting approval to establish a Postbaccalaureate Certificate in Adapted Physical Education, K-12, which would be available as an add-on certification for teachers already certified in physical education. The 21-hour curriculum for the program is LA Department of Education approved, and is supported by LSUA's Believe and Prepare Grant.

There is a lack of qualified special education teachers in central Louisiana, particularly those who are certified in special education. LSU-A is currently providing support to teachers around the region who are seeking initial or further certification in the area of special education. This online program comprised of existing courses at LSU-A will serve student and employer demand by providing a credential opportunity in a high-demand area. IDEA 2004 requires that students with disabilities receive physical education services. The physical education services can be specifically designed by a physical education teacher who has additional training in adapted physical education. Although many students with disabilities who qualify for adapted physical education services can safely and successfully participate in general physical education, with or without accommodations and supports, they benefit much more when an expert in adapted physical education is accessible. Many schools in the region and nationally have to share a teacher certified in Adapted Physical Education with other schools, which means each school only has a certified teacher in house a few days a week, or not at all.

Students

Teachers certified in Health and Physical Education and current students at LSUA are beginning to increasingly seek information regarding adapted physical education credentials. Students in the alternate certification program for health and physical education are interested in the add-on program in adapted physical education to add to their background and to their teaching certificates in the future.

Three students have already started taking the sequence of courses with the goal of completing the add-on certification. Based on interest in the program, and current enrollment in the

program's required courses, it is anticipated that students both on and off campus will enroll in the program. Information regarding the adapted physical education is being circulated, and active recruitment is taking place in the surrounding parishes. Enrollment in the program is projected to steadily increase annually, with 5 completers per year by year 3.

2. Review of Business Plan

The LSU-A Department of Education Chair, Dr. Patsy Jenkins will oversee the program with support and assistance from Melissa Parks, a kinesiology faculty member.

The methods of instruction for all courses in the add-on program for adapted physical education will be 100% online. The Department of Education at LSUA does not currently have a budget with library resources specific to adapted physical education. However, students in the program will be able to implement reliable resources from online materials for their course work in addition to using the LSUA library for resources relating to physical education that may connect to adapted physical education as well. In addition to courses taught by current faculty, one adjunct instructor at the cost of \$6300 per year will teach a total of four courses in a 12-month period. Additional adjunct instructors may be hired as needed. Payment for these positions will come from the LSU-A Department of Education budget. The program projects that tuition revenue will exceed new costs by year 3.

3. Review of Documents Related to Referenced Matter

A complete Board of Regents Request for Approval to Establish a New Certificate Program form and budget are on file with the LSU Office of Academic Affairs

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

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

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request to establish a Postbaccalaureate Certificate in Adapted Physical Education, K-12 at LSU Alexandria, subject to approval by the Louisiana Board of Regents.



**Request from LSU Alexandria to Establish the
Postbaccalaureate Certificate in Significant Disabilities, Grades 1-12**

To: Members of the Board of Supervisors

Date: March 17, 2017

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

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

1. Summary of Matter

Description and Need

LSU Alexandria is requesting approval to establish a Postbaccalaureate Certificate in Significant Disabilities, Grades 1-12, which would be available as an add-on certification for individuals who already have teacher certification. The 21-hour curriculum for the program is LA Department of Education approved, and is supported by LSUA's Believe and Prepare Grant.

There is a lack of qualified special education teachers in central Louisiana, particularly those who are certified in special education. These positions are often filled with teachers who have Temporary Authority to Teach (TAT) and in some cases with long-term substitutes who lack teaching experience or certification. LSU-A is currently providing support to teachers around the region who are seeking initial or further certification in the area of special education, and as of 2016, LSU-A offers the only online programs in the areas of Mild/Moderate grades 1-5 and 6-12 in the state. This certificate would continue to build on LSU-A's strength in special education certification.

Students

Given the strong success of the existing special education certifications at LSU-A, the program expects approximately 5 completers per year with increasing enrollment over time. The total number of completers in LSU-A's four special education add-on certification programs is expected to be 20-30 per year.

2. Review of Business Plan

The LSUA Department of Education Chair-Dr. Patsy Jenkins will oversee the program with support and assistance from Cheryl Arbour, the Coordinator of SPED Programs. Current faculty and other experts in the area of special education hired as adjuncts will teach the courses in the program.

No additional library or facility recourses are needed to accommodate this program. Additional cost incurred by the Department of Education in a 12-month time frame will be for 3 courses

taught by adjuncts at \$1575 each for a total of \$4,725. The “Believe & Prepare” grant has supported development of LSU-A’s special education certificate programs. Future revenue will be generated by tuition.

3. Review of Documents Related to Referenced Matter

A complete Board of Regents Request for Approval to Establish a Certificate Program form and budget are on file with the LSU Office of Academic Affairs

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

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

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request to establish a Postbaccalaureate Certificate in Significant Disabilities, Grades 1-12 at LSU Alexandria, subject to approval by the Louisiana Board of Regents.



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

To: Members of the Board of Supervisors

Date: March 17, 2017

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

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

1. Summary of Matter

Description and Need

The proposed graduate certificate in early childhood education will prepare practitioners (i.e., teachers, others who work with infants and toddlers) to employ best practices in early childhood education with their students through coursework in child development and early childhood education. This hybrid program will include face-to-face and online courses. Students will gain practical experience by integrating course content with field-based experiences at the recently relaunched LSU Child Care Center (to be renamed the LSU Early Childhood Education Laboratory Preschool, pending Board approval). The 12-hour certificate program that includes two required courses and two electives will be comprised of existing courses in the undergraduate and graduate programs in early childhood PK-3 in the School of Education. Students in the certificate program will have the option of counting credits earned toward a graduate degree in curriculum and instruction with a specialization in early childhood education.

Currently, Louisiana Tech offers a graduate certificate in early childhood education. However, there are many early childhood educators and workers in early childcare in the Baton Rouge area who would take advantage of this proposed graduate certificate because of the close proximity. Additionally, LSU's redesigned lab preschool, which aligns the child care center with the early childhood program on campus, will increase opportunities to conduct research in a model demonstration school involving young children, early childhood educators, university students, and faculty researchers. The facility aligns the preschool with the mission of the university by improving the quality of life across the lifespan creating continuous learning from the cradle to post-career.

The accessible format of the proposed certificate program would appeal to non-certified individuals looking to gain foundational knowledge and skills needed to enter a master's degree program; certified teachers who want to complete early childhood education coursework in order to take the early childhood Praxis test and to add an early childhood endorsement to their certification; and childcare staff needing early childhood coursework in order to meet criteria set forth by the Quality Start Child Care Rating System (QRS) Model. Additionally, this certificate

program will be attractive to students who are in the PK-3 baccalaureate program and may segue into graduate studies at LSU. Faculty will market this certificate program through existing networks within the state, as well as through professional networks nationally.

The program anticipates enrolling 25 students per year based on enrollment in existing graduate programs and prospective student interest in the program.

2. Review of Business Plan

Presently, the PK-3 Teacher Preparation Program is aligned with the National Association for the Education of Young Children (NAEYC) Standards for Early Childhood Professional Preparation, and accredited by the National Council for Accreditation of Teacher Education (NCATE), and the Southern Association of Colleges and Schools (SACSCOC). The proposed early childhood education certificate program will utilize existing courses with room for increased enrollment. Assessment reporting will be done by the early childhood program faculty. Cynthia DiCarlo, professor of early childhood education and executive director of the ECE Lab School, will serve as the program director, and faculty within the early childhood education program will advise students in the certificate program. No additional resources are needed to implement the program at this time.

3. Review of Documents Related to Referenced Matter

A complete Board of Regents Request for Approval to Establish a Graduate Certificate form and budget are on file with the LSU Office of Academic Affairs

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

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

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request to Establish a Graduate Certificate in Early Childhood Education at LSU A&M, subject to approval by the Louisiana Board of Regents.



**Request from LSU A&M to Establish the
Graduate Certificate in Urban and Community Education**

To: Members of the Board of Supervisors

Date: December 9, 2016

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

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

1. Summary of Matter

Description and Need

The purpose of the proposed online Graduate Certificate in Urban and Community Education is to provide students with a deep understanding of urban residents' experiences of education and community outreach. Students who complete the program will be equipped with critical skills needed to create strong partnerships between schools, families, businesses, governmental entities, and communities. Through a dedicated focus on education policy; the history of urban education; current trends in school reform theory, practice, and data-driven decision-making; and program development, students will earn an applied academic credential focused on school and community engagement in urban settings. This training will be particularly useful for career enhancement opportunities for individuals working in non-profit organizations, governmental relations, and administration of public entities, as well as enhancing grant-writing activities and the development of applied research agendas.

The certificate is available to students enrolled at LSU and to professionals desiring additional training in working with community organizations in urban education settings. The 18 credit hour program will consist of courses across three academic units at the university: the Department of Sociology, the School of Human Resource Education, and the School of Education. Students will explore a variety of skills and competencies uniquely suited to the demands of the increasingly diverse 21st century state and local job market. Skills and training attained through completion of the program directly align with the well-being of the state, region, and university:

- 1) Research-based decision making that links empirical data, policy analysis, and education practice in urban settings;
- 2) Considerations of how political realities extant across the state influence the opportunities and outcomes of students educated in urban schools in the region;
- 3) A knowledge base of emerging ideas and models for organizing schools, education systems, and communities nationally; and
- 4) Understanding of how to use basic economic theory to inform policy analysis and shape policy-related decisions.

These high-demand skills are at the cutting-edge of urban politics, education, and reform and complement existing applied education, social science, professional, and community outreach work at LSU that are central to its mission.

Students

The student population for this proposed graduate certificate program will be drawn from the education, social science, and humanities departments and professional programs at LSU, as well as individuals working locally in non-profit organizations, community agencies, and public educational entities. As the capitol city, the Baton Rouge economy provides jobs for thousands of public and non-profit sector employees. Such persons are likely to be interested in the proposed program in Urban and Community Education. Further, the recent growth of charter schools and an enhanced community college system paired with an emphasis on workforce development has caused a need for a re-visioning of school-to-community relations across the region. The certificate in Urban and Community Education is uniquely suited to prepare participants to lead this re-visioning effort through training geared toward understanding how schools, community, and social organizations operate, are administered, and can be helped to thrive especially with regard to their structures, communication and social media, and economic development and revitalization.

Projections of student enrollment are based on similar online program offerings in the LSU College of Human Science and Education. The Master of Arts degree in Education with a specialization in Higher Education Administration and the Master of Education degree with a specialization in Educational Leadership average 46.5 students between the two programs with an average growth of an additional nine students annually. Similar enrollment is expected in the certificate program.

2. Review of Business Plan

The proposed program will be offered and administered with existing faculty resources and course offerings. Existing facilities and library resources will meet the needs of the program. An administrative committee will be formed with faculty representatives from the participating units – Sociology, School of Education, and the School of Human Resource and Education to oversee this program. The committee will also include the dean of the Graduate School.

3. Review of Documents Related to Referenced Matter

A complete Board of Regents Request for Approval to Establish a Graduate Certificate form and budget are on file with the LSU Office of Academic Affairs

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

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

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the Request to Establish a Graduate Certificate in Urban and Community Education at LSU A&M, subject to approval by the Louisiana Board of Regents.



Request from LSU Shreveport to Terminate 2 Programs

To: Members of the Board of Supervisors

Date: March 17, 2017

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

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

1. Summary of Matter

LSU Shreveport is requesting approval to terminate 2 degree programs:

- a) BS in Elementary & Secondary Education, French
- b) BS in Elementary & Secondary Education, Spanish

These programs no longer generate enough student interest to continue. Because the university is shifting resources into STEM related education, these programs no longer fit the institution's strategic objectives. All students who remained in these programs have graduated.

2. Review of Documents Related to Referenced Matter

A Board of Regents Petition for Termination of Existing Academic Program form for each program is on file with the Office of Academic Affairs.

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

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

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request from LSU Shreveport to terminate the following 2 programs, subject to approval by the Louisiana Board of Regents:

- a) BS in Elementary & Secondary Education, French
- b) BS in Elementary & Secondary Education, Spanish



**Request from LSU Agricultural Center to Establish the
A. Wilbert's Sons Professorship in Biofuels #2**

To: Members of the Board of Supervisors

Date: March 17, 2017

1. Significant Board Matter

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

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

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 (BoRSF) matching funds. Approved by the Louisiana Board of Regents in the 1990-90 academic year, the Endowed Professorships Subprogram matches non-State contributions of at least \$60,000 with \$40,000 from the BoRSF to create endowed professorships to recruit and retain superior faculty. LSU Agricultural Center is requesting approval to establish the A. Wilbert's Sons Professorship in Biofuels #2.

3. Review of Documents Related to Referenced Matter

Supporting materials are on file in the LSU Office of Academic Affairs.

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

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

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request to establish the A. Wilbert's Sons Professorship in Biofuels #2 at the LSU Agricultural Center, subject to approval by the Louisiana Board of Regents; and

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain matching gifts and otherwise complete the establishment of the A. Wilbert's Sons Professorship in Biofuels #2 at the LSU Agricultural Center.



Request from LSU A&M to Establish 5 Endowed Professorships

To: Members of the Board of Supervisors

Date: March 17, 2017

1. Significant Board Matter

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

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

2. Summary of the Matter

Significant donations have been made to the LSU Foundation to establish endowed professorships and qualify for Board of Regents Support Fund (BoRSF) matching funds. Approved by the Louisiana Board of Regents in the 1990-90 academic year, the Endowed Professorships Subprogram matches non-State contributions of at least \$60,000 with \$40,000 from the BoRSF to create endowed professorships to recruit and retain superior faculty.

LSU A&M is requesting approval to establish the following 5 endowed professorships:

- a) Cheney C. Joseph Endowed Professorship
- b) Neil Odenwald Distinguished Professorship in Landscape Architecture #3
- c) Sybil F. Boizelle Professorship
- d) William Boizelle Professorship
- e) U.J. LeGrange Endowed Professorship in Accounting #10

3. Review of Documents Related to Referenced Matter

Supporting materials are on file in the LSU Office of Academic Affairs.

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

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

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request to establish the following 5 endowed professorships at LSU A&M, subject to approval by the Louisiana Board of Regents:

- a) Cheney C. Joseph Endowed Professorship
- b) Neil Odenwald Distinguished Professorship in Landscape Architecture #3
- c) Sybil F. Boizelle Professorship
- d) William Boizelle Professorship
- e) U.J. LeGrange Endowed Professorship in Accounting #10; and

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain matching gifts and otherwise complete the establishment of each of the following endowed professorships at LSU A&M:

- a) Cheney C. Joseph Endowed Professorship
- b) Neil Odenwald Distinguished Professorship in Landscape Architecture #3
- c) Sybil F. Boizelle Professorship
- d) William Boizelle Professorship
- e) U.J. LeGrange Endowed Professorship in Accounting #10



Request from LSU A&M to Convert 2 Endowed Professorships to Endowed Superior Graduate Student Scholarships

To: Members of the Board of Supervisors

Date: March 17, 2017

1. Significant Board Matter

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

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

2. Summary of the Matter

- a) The Arthur K. Barton Professorship was established in 2014 based on donations totaling \$60,000, but the professorship currently remains unmatched by the BoRSF. LSU A&M has determined the funds would be more beneficial to the College of Science as an Endowed Superior Graduate Student Scholarship, and has obtained donor consent. LSU A&M is requesting approval to convert this professorship to the Arthur K. Barton Superior Graduate Student Scholarship in Mathematics. Upon Board of Supervisors approval, match will be sought through the Board of Regents Support Fund Endowed Superior Graduate Student Scholarships subprogram.
- b) The Charles Lamar Family Professorship for Graduate Studies in the School of Music was established in 2012 based on donations totaling \$120,000, but the professorship has remained unmatched by the BoRSF. LSU A&M has determined the funds would be more beneficial to the College of Music and Dramatic Arts as an Endowed Superior Graduate Student Scholarship, and has obtained donor consent. LSU A&M is requesting approval to convert this professorship to Charles Lamar Family Superior Graduate Student Scholarship. Upon Board of Supervisors approval, match will be sought through the Board of Regents Support Fund Endowed Superior Graduate Student Scholarships subprogram.

3. Review of Documents Related to Referenced Matter

Supporting materials are on file with the LSU Office of Academic Affairs.

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

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

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request from LSU A&M for the following Endowed Professorship conversions to Endowed Superior Graduate Student Scholarships:

- a) Arthur K. Barton Professorship to the Arthur K. Barton Superior Graduate Student Scholarship in Mathematics
- b) Charles Lamar Family Professorship for Graduate Studies in the School of Music to the Charles Lamar Family Superior Graduate Student Scholarship; and

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain matching gifts and otherwise complete each of the following Endowed Professorship conversions to Endowed Superior Graduate Student Scholarships:

- a) Arthur K. Barton Professorship to the Arthur K. Barton Superior Graduate Student Scholarship in Mathematics
- b) Charles Lamar Family Professorship for Graduate Studies in the School of Music to the Charles Lamar Family Superior Graduate Student Scholarship



Request from LSU Eunice to Establish 2 Endowed Two-Year Student Workforce Scholarships

To: Members of the Board of Supervisors

Date: March 17, 2017

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

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

1. Summary of Matter

The Board of Regents Support Fund (BoRSF) competitive Endowed Two-Year Student Workforce Scholarships subprogram provides scholarship opportunities for students on two-year campuses to enter the Louisiana workforce in the following ways: (a) train students for immediate entrance into selected, high-demand, four- and five-star jobs, including positions in nursing and allied health; and/or (b) prepare students to become job-ready in STEM fields after completing degrees on four-year campuses. Non-State contributions combined with a BoRSF match will produce permanent endowments.

LSU Eunice is requesting approval of the following two Endowed Two-Year Student Workforce Scholarships:

- a) John & Geneva Lintzen Manuel Memorial Scholarship #1
Contributions have been made to John & Geneva Lintzen Manuel Memorial Scholarship for student in a STEM field who plan to transfer to obtain a 4-year degree.

- b) John & Geneva Lintzen Manuel Memorial Scholarship #2
Contributions have been made to John & Geneva Lintzen Manuel Memorial Scholarship for student in a STEM field who plan to transfer to obtain 4-year degree.

3. Review of Documents Related to Referenced Matter

Supporting documentation is on file in the Office of Academic Affairs.

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

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

RESOLUTION

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

- a) John & Geneva Lintzen Manuel Memorial Scholarship #1
- b) John & Geneva Lintzen Manuel Memorial Scholarship #2; and

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

- a) John & Geneva Lintzen Manuel Memorial Scholarship #1
- b) John & Geneva Lintzen Manuel Memorial Scholarship #2



**Request from LSU Health Sciences Center – New Orleans to Establish
the Austin J. Sumner, M.D. Endowed Professorship in Neurology**

To: Members of the Board of Supervisors

Date: March 17, 2017

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

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

1. Summary of Matter

The LSU Health Sciences Center – New Orleans is requesting approval to establish the Austin J. Sumner, M.D. Endowed Professorship in Neurology. The Board of Regents Support Fund was created by the Legislature of Louisiana in 1989 as Act 647 providing therein for multiple \$40,000 challenge grants to be awarded as a one-to-one and one-half matching basis. The Austin J. Sumner, M.D. Endowed Professorship in Neurology will provide critically needed funds annually to secure and maintain a highly qualified faculty member at the School of Medicine in New Orleans. Donations totaling \$120,000 have been made to the Foundation for the LSU Health Sciences Center for the establishment of an endowed professorship. This donation qualifies for inclusion in the Board of Regents Support Fund matching grants program.

3. Review of Documents Related to Referenced Matter

Supporting documents are on file with the Office of Academic Affairs.

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

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

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request from LSU Health Sciences Center – New Orleans to establish the Austin J. Sumner, M.D. Endowed Professorship in Neurology, subject to approval by the Louisiana Board of Regents; and

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain matching gifts and otherwise complete the establishment of the Austin J. Sumner, M.D. Endowed Professorship in Neurology at LSU Health Sciences Center – New Orleans.



**Request from LSU Health Sciences Center – Shreveport to Establish the
Charles Richard Parks Endowed Professorship in Neurological
Rehabilitation**

To: Members of the Board of Supervisors

Date: March 17, 2017

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

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

1. Summary of Matter

The Board of Regents Support Fund (BoRSF) for Endowed Professorships Program provides matching dollars to campuses to create endowed professorships which will provide academic and mission enhancement of the respective campus as well as contribute to the economic development of Louisiana. Non-State contributions combined with a BoRSF match produce permanent endowments.

A \$100,000 contribution has been made to establish the Charles Richard Parks Endowed Professorship in Neurological Rehabilitation at the LSU Health Sciences Center – Shreveport School of Allied Health Professions physical therapy program, subject to available matching funds from the Board of Regents. Neurological Rehabilitation is a physical therapy specialty that focuses on improving the quality of life of a patient who has sustained a brain injury such as a stroke or traumatic injury, or other nervous system insult. Mr. Charles Richard Parks, a patient at the Allied Health Rehabilitation Clinic was impressed with the clinic staff’s commitment to patient recovery, and made the donation to support their work. This professorship will be used by the holder to advance treatment of neurologically impaired clients, enhance the education of physical therapy neuro residents, and support clinical research efforts through the purchase of assistive technology and state-of-the-art equipment.

2. Review of Documents Related to Referenced Matter

A memo from the LSU Health Sciences Center Chancellor’s Office requesting the establishment of the Charles Richard Parks Endowed Professorship in Neurological Rehabilitation is on file in the LSU Office of Academic Affairs.

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

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

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request from LSU Health Sciences Center – Shreveport to establish the Charles Richard Parks Endowed Professorship in Neurological Rehabilitation, subject to approval by the Louisiana Board of Regents; and

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the Charles Richard Parks Endowed Professorship in Neurological Rehabilitation at the LSU Health Sciences Center – Shreveport.



Request from LSU Shreveport to Establish 2 Endowed Professorships

To: Members of the Board of Supervisors

Date: March 17, 2017

1. Significant Board Matter

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

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

2. Summary of the Matter

Significant donations have been made to the LSU Shreveport Foundation to establish endowed professorships that qualify for Board of Regents Support Fund (BoRSF) matching funds. Approved by the Louisiana Board of Regents for the 1990-90 academic year, the Endowed Professorships Subprogram matches non-State contributions of at least \$60,000 with \$40,000 from the BoRSF to create endowed professorships to recruit and retain superior faculty. LSU Shreveport is requesting approval to establish the following endowed professorships:

- a) Joe B. Callaway Endowed Professorship in Business
- b) George A. Khoury, Jr. Endowed Professorship in Weightlifting

3. Review of Documents Related to Referenced Matter

Supporting materials are on file in the LSU Office of Academic Affairs.

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

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

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request to establish the following 2 endowed professorships at LSU Shreveport, subject to approval by the Louisiana Board of Regents:

- a) Joe B. Callaway Endowed Professorship in Business
- b) George A. Khoury, Jr. Endowed Professorship in Weightlifting; and

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain matching gifts and otherwise complete the establishment of each of the following endowed professorships at LSU Shreveport:

- a) Joe B. Callaway Endowed Professorship in Business
- b) George A. Khoury, Jr. Endowed Professorship in Weightlifting



Request from LSU Shreveport to Establish the Kathie Giddings Troquille Memorial Endowed Scholarship for First Generation Students in Social Services

To: Members of the Board of Supervisors

Date: March 17, 2017

1. Significant Board Matter

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

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

2. Summary of the Matter

The BoRSF Endowed Undergraduate Scholarship Subprogram, founded in 2007, is a non-competitive opportunity providing BoRSF matching funds to establish endowed scholarship funds in support of first-generation college students. Each four-year institution is guaranteed one \$40,000 endowed scholarship fund challenge grant annually to match a private/institutional contribution of \$60,000. Proceeds will be used to establish/enhance permanent endowed scholarship funds. The interest earnings from the fund(s) will be awarded at the discretion of the institution to eligible students. A \$60,000 donation has been made to the LSU Shreveport Foundation to establish the Kathie Giddings Troquille Memorial Endowed Scholarship for First Generation Students in Social Services at LSU Shreveport.

3. Review of Documents Related to Referenced Matter

Supporting materials are on file in the LSU Office of Academic Affairs.

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

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

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request to establish the Kathie Giddings Troquille Memorial Endowed Scholarship for First Generation Students in Social Services at LSU Shreveport, subject to approval by the Louisiana Board of Regents; and

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain matching gifts and otherwise complete the establishment of the Kathie Giddings Troquille Memorial Endowed Scholarship for First Generation Students in Social Services at LSU Shreveport.



**Request from Pennington Biomedical Research Center to Convert
the John. S. McIlhenny Endowed Chair in Health Wisdom to the
John S. McIlhenny Endowed Postdoctoral Fellowship**

To: Members of the Board of Supervisors

Date: March 17, 2017

1. Significant Board Matter

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

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

2. Summary of the Matter

In 2003, the Coypu Foundation Trust endowed the John S. McIlhenny Endowed Chair in Health Wisdom at Pennington Biomedical Research Center. Since the John S. McIlhenny Endowed Chair in Health Wisdom became vacant in the fall of 2013, two important developments have occurred. In the fall of 2014, the Board of Regents expanded the Board of Regents Support Fund (BoRSF) beyond the traditional endowed professorship and chair program to include an endowed graduate student scholarships subprogram that extends to post-doctoral fellowships. With the approval of the donor and the higher education institution, the Regents will allow existing chairs or professorships to be converted to an endowed postdoctoral fellowship. In October 2016, the Pennington Biomedical External Advisory Board met and advised the center that it needed to expand the number of postdoctoral fellows at the Center in order to enhance faculty productivity. As a result of these two developments, the Pennington Biomedical Research Foundation asked the Coypu Foundation Trust to authorize and approve the conversion of the John S. McIlhenny Endowed Chair in Health Wisdom to the John S. McIlhenny Endowed Postdoctoral Fellowship. The Coypu Foundation Trust approved the Foundation's request at its Board of Trustees meeting on December 20, 2016.

3. Review of Documents Related to Referenced Matter

Supporting materials are on file with the LSU Office of Academic Affairs.

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

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

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request from Pennington Biomedical Research Center to convert the John S. McIlhenny Endowed Chair in Health Wisdom to the John S. McIlhenny Endowed Postdoctoral Fellowship; and

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain matching gifts and otherwise complete the conversion of the John S. McIlhenny Endowed Chair in Health Wisdom to the John S. McIlhenny Endowed Postdoctoral Fellowship at Pennington Biomedical Research Center.



Request from LSU A&M to Name the Department of Entrepreneurship and Information Systems the “Stephenson Department of Entrepreneurship and Information Systems”

To: Members of the Board of Supervisors

Date: March 17, 2017

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

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

1. Summary of Matter

LSU A&M is requesting approval to name the Department of Entrepreneurship and Information Systems in the E.J. Ourso College of Business the “Stephenson Department of Entrepreneurship and Information Systems” in honor of Emmet and Toni Stephenson. In February 2007, Emmet and Toni Stephenson pledged \$25 million to support LSU’s capital campaign, and designated \$6 million of that pledge to support the establishment of the recently approved Bachelor of Science in Entrepreneurship and the redesigned department. Another \$4 million from the pledge was designated to establish the Stephenson Entrepreneurship Institute (SEI). Both the bachelor’s degree program and the SEI are now housed in the department.

Both Emmet and Toni Stephenson earned their undergraduate degrees at LSU, where they were active in student government and other campus groups. They both went on to earn credentials from the Harvard Business School and started and ran several highly successful businesses throughout their careers. In recognition of their business success, both have been inducted into the E.J. Ourso College of Business Hall of Distinction. They have separately served on various boards and have received numerous recognitions and awards. The Stephensons are not only generous philanthropists, but have also dedicated countless hours to the activities of the E.J. Ourso College of Business and the School of Veterinary Medicine. This naming would honor their support of LSU and their prominence in the community as entrepreneurs.

2. Review of Documents Related to Referenced Matter

A memo of approval from the Chair of the Naming University Facilities and Academic Unit Committee, and a LSU Facilities Naming Request Form are on file with the Office of Academic Affairs.

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

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

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request to name the Department of Entrepreneurship in the E.J. Ourso College of Business at LSU A&M the “Stephenson Department of Entrepreneurship and Information Systems,” subject to approval by the Louisiana Board of Regents.



**Request from LSU A&M to Rename the LSU Child Care Center the
“LSU Early Childhood Education Laboratory Preschool”**

To: Members of the Board of Supervisors

Date: March 17, 2017

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

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

1. Summary of Matter

LSU A&M is requesting approval to rename the LSU Child Care Center the “LSU Early Childhood Education Laboratory Preschool”. In May 2016, a committee charged with transferring the Child Care Center from Auxiliary Services to another administrative operator decided to move the center under the oversight of the College of Human Sciences and Education. The facility has become part of the early childhood education program within the School of Education, and changing the name to the LSU Early Childhood Education Laboratory Preschool would better align the facility with the school’s degree programs.

Under the direction of School of Education, the center is now a Reggio Emilia-inspired research facility. The preschool serves as a laboratory for cutting-edge research in the areas of child development and education. It also serves as a training site for undergraduate and graduate students as a model demonstration site within the community. Through its support of research and teaching, the lab preschool will generate and disseminate knowledge about best practices in early childhood education to support children’s development and learning.

2. Review of Documents Related to Referenced Matter

A memo of approval from the Chair of the Naming University Facilities and Academic Unit Committee, and a LSU Facilities Naming Request Form are on file with the Office of Academic Affairs.

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

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

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request to rename the LSU Child Care Center the “LSU Early Childhood Education Laboratory Preschool” at LSU A&M.



Request from LSU Health Science Center - Shreveport to Continue the School of Graduate Studies Tuition and Non-Resident Fee Waivers and MD/PhD Program Tuition Waivers

To: Members of the Board of Supervisors

Date: March 17, 2017

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

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

1. Summary of Matter

The Graduate Studies Tuition and Non-Resident Fee Waiver Program (“Graduate Studies Waiver”) began during the period the academic program was managed by the LSUHSC-New Orleans School of Graduate Studies. The practice continued after the separation of the LSUHSC-Shreveport campus from LSUHSC - New Orleans in 2004. The purpose of this waiver program is to serve as a recruitment tool to attract highly qualified candidates for the Doctorate of Philosophy degree program and Master of Science degree in Biomedical Science program.

The waiver amount for this program equals the amount of in-state tuition and non-Louisiana resident fee listed on the approved Tuition and Fee schedule for the School of Graduate Studies. This waiver does not cover the Operational Fee, Student Activity Fees, Diploma Fee, Late Fees and fines, Parking fee, and other optional fees. The duration of the waiver is for the entire enrollment in the Graduate Studies program, depending on availability of funding (see above). It covers the entire academic year and the students do not need to reapply – the waiver is automatically renewed as long as the student is enrolled in the program.

The MD/PhD Program Waiver began in 1996, and continued with the LSUHSC – Shreveport School of Medicine after the separation of LSUHSC - Shreveport from LSUHSC - New Orleans in 2004. Initially, the program applied solely to medical students seeking a PhD from the LSUHSC – Shreveport School of Graduate Studies. It was later expanded to include graduate studies students enrolled at Louisiana Tech University. In January 2015, then-Chancellor Robert Barish approved revisions to the program which allowed reimbursement of in-state tuition and non-resident fees for Years 1 and 2 of Medical School (MS) enrollment.

The purpose of the MD/PhD Program Waiver is to 1) promote the education of physician scientists by allowing students to be enrolled in the School of Medicine and a PhD program in a more efficient and productive sequence than could be otherwise accomplished, 2) enhance recruitment efforts of physician-scientists in Louisiana, and 3) make the LSU Health MD/PhD program more competitive on the national level with similar programs.

The waiver amount for MD/PhD students is determined using the same guidelines as those for the Graduate Studies Waiver noted above during the period of time the student is enrolled in the PhD portion of the program. Students will become eligible for the MD/PhD Program Waiver after completing the 1st and 2nd years of the MS Curriculum. The waiver covers the entire academic year and is automatically renewed as long as the student is enrolled in the program. Payments to the MD/PhD students occur in this manner:

1. MS Year 1 and 2: Current year Tuition and Non-Resident Fee is paid by the students.
2. MS Year 3: Current year Tuition and Non-Resident Fee is paid by the MD/PhD Program Waiver. The MD/PhD students also receive reimbursement of Tuition and Non-Resident Fees paid in MS Year 1.
3. MS Year 4: Current year Tuition and Non-Resident Fee paid by MD/PhD Program Waiver. Student also receives reimbursement of Tuition and Non-Resident Fee paid in Year 2.

Students begin the PhD curriculum after MS Year 2 and receive financial assistance from the Graduate Studies PhD Tuition and Non-Resident Fee Waiver program. Students cannot receive the MD/PhD Program Waiver and the Graduate Studies Waiver during the same term.

LSUHSC – Shreveport is requesting approval to continue both waiver programs in their current form. Staff recommends approval of this request.

2. Fiscal Impact

The total cost of the Graduate Studies Waiver program in FY 2017 is an estimated \$874,500, which is the same amount projected for FY 2018. There were no MD/PhD Program Waivers granted in FY 2017, though the total cost of the program in FY 2016 was \$101,400. The projected amount of the MD/PhD Program Waivers in FY 2018 is \$68,000. Combined, these two waiver programs represent approximately 4.5% of LSUHSC - Shreveport's gross tuition revenue.

3. Description of Competitive Process

Not applicable.

4. Review of Legal Documents

Not applicable.

5. Parties of Interest

Eligible LSUHSC-Shreveport Graduate and MD/PhD program students.

6. Related Transactions

Not applicable.

7. Conflicts of Interest

Not applicable.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize F. King Alexander, President of the Louisiana State University, or his designee, to continue the School of Graduate Studies Tuition and Non-Resident Fee Waivers at LSU Health Science Center - Shreveport.

BE IT FURTHER RESOLVED that F. King Alexander, President of the Louisiana State University, or his designee, is duly authorized by and empowered for and on behalf of and in the name of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College to continue the MD/PhD Program Waivers at LSU Health Science Center - Shreveport.



Request from LSU A&M to Approve the Schematic Design of the LSU Tiger Park Indoor Practice Facility

To: Members of the Board of Supervisors

Date: March 17, 2017

Pursuant to Article VII, Section 9, A.6. of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

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

1. Summary of the Matter

It is recommended to approve the submitted schematic design for the above referenced project prepared by the design consultant, Remson, Haley, Herpin Architects.

The schematic design was approved by the University Architect and the University's Facility Design and Development Committee at their July 14, 2016 meeting.

2. Review of Business Plan

Not Applicable.

3. Fiscal Impact

Not Applicable.

4. Description of Competitive Process

Not Applicable.

5. Review of Legal Documents

Not Applicable.

6. Parties of Interest

Not Applicable.

7. Related Transactions

Not Applicable.

8. Conflicts of Interest

None.

ATTACHMENTS

- I. Memo to LSU President F. King Alexander
- II. Schematic Design (Site Plan & the Exterior Elevations) Presentation

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the exterior elevations for the LSU Tiger Park Indoor Practice Facility.



PLANNING, DESIGN & CONSTRUCTION

FINANCE & ADMINISTRATION

February 23, 2017

To: F. King Alexander,
President

Through: Daniel T. Layzell, Vice President
Finance & Administration/CFO

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

Through: Danny Mahaffey, Assistant Vice President/University Architect
Facility & Property Oversight

From: Roger Husser, Assistant Vice President
Planning, Design & Construction

Subject **Board of Supervisors Agenda, March 17, 2017 Meeting**
LSU Tiger Park Indoor Practice Facility, Schematic Design

The LSU Tiger Park Indoor Practice Facility project is in the schematic design phase of development. The schematic design requires approval by the Board of Supervisors to assure campus development is in accordance with adopted design standards. It is therefore requested that this project be placed on the agenda for the March 17, 2017, meeting of the Board of Supervisors.

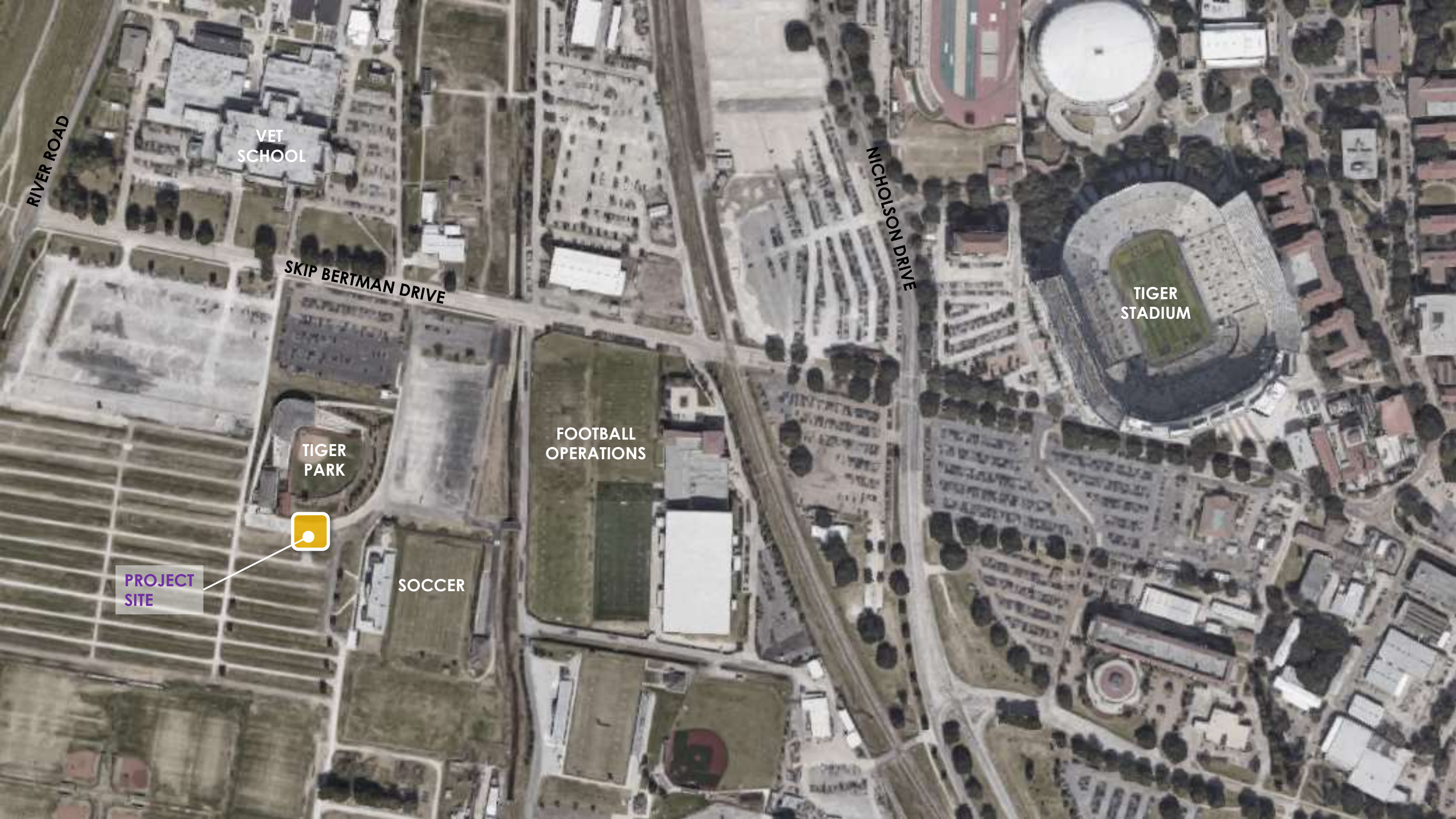
The project was approved by the University Architect and the Facilities Design and Development Committee (FDDC) at its meeting on July 14, 2016. Enclosed are copies of reduced images of the planned additions and a representative of the LSU Athletic Department will attend the meeting to make the presentation to the Board of Supervisors.

Funding for the project is being provided by the LSU Athletic Department.

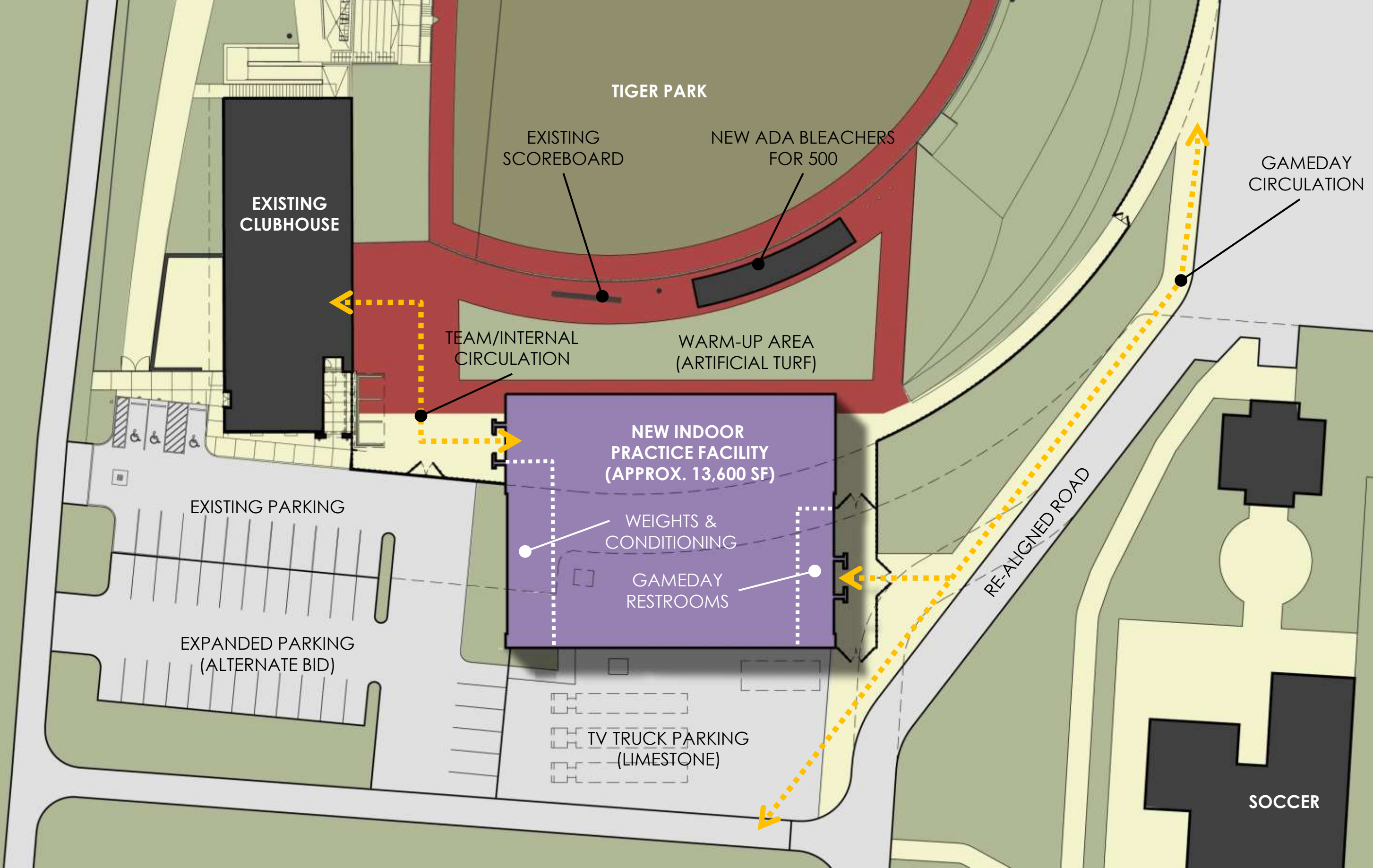
LSU TIGER PARK INDOOR PRACTICE FACILITY



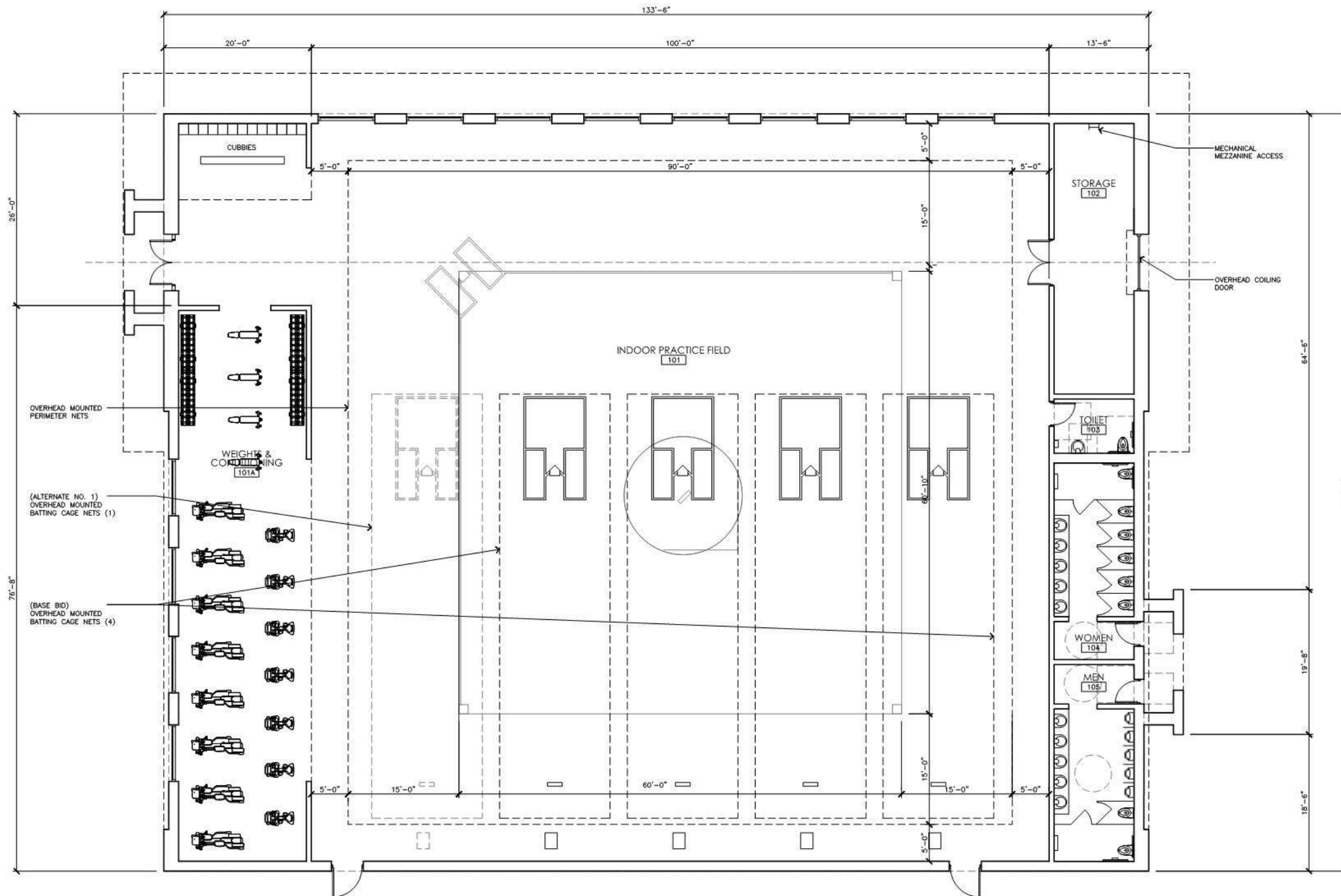
Attachment II
SCHEMATIC DESIGN – JULY 2016



LSU TIGER PARK INDOOR PRACTICE FACILITY



LSU TIGER PARK
INDOOR PRACTICE FACILITY



1 | FLOOR PLAN
1/8"=1'-0"





BUILDING LOCATION,
VIEW FROM RIVER ROAD

CONTEXT: BRICK, STANDING SEAM METAL AND ARCHES



BUILDING LOCATION,
VIEW FROM GRANDSTAND

CONTEXT: FACILITY WILL FORM BACKDROP BEYOND RIGHT FIELD FENCE



CONTEXT: TRAINING ROOM ADDITION BY RHHA



CONTEXT: TRAINING ROOM ADDITION BY RHHA

ADD LOCKED PEDESTRIAN GATE IN EXISTING ARCHED ENTRY



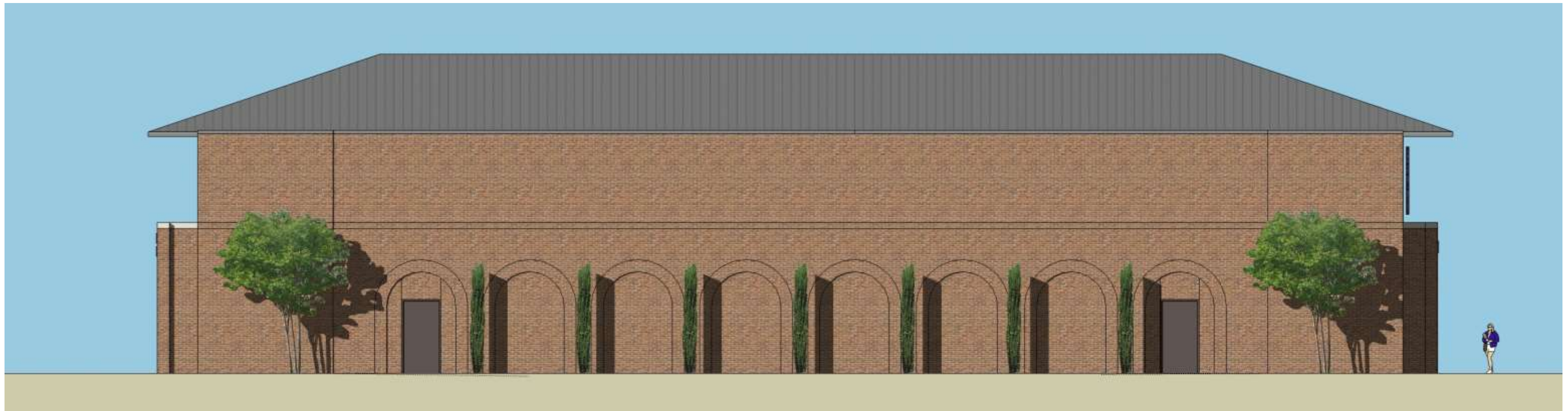
WEST ELEVATION (PLAYER ENTRANCE)



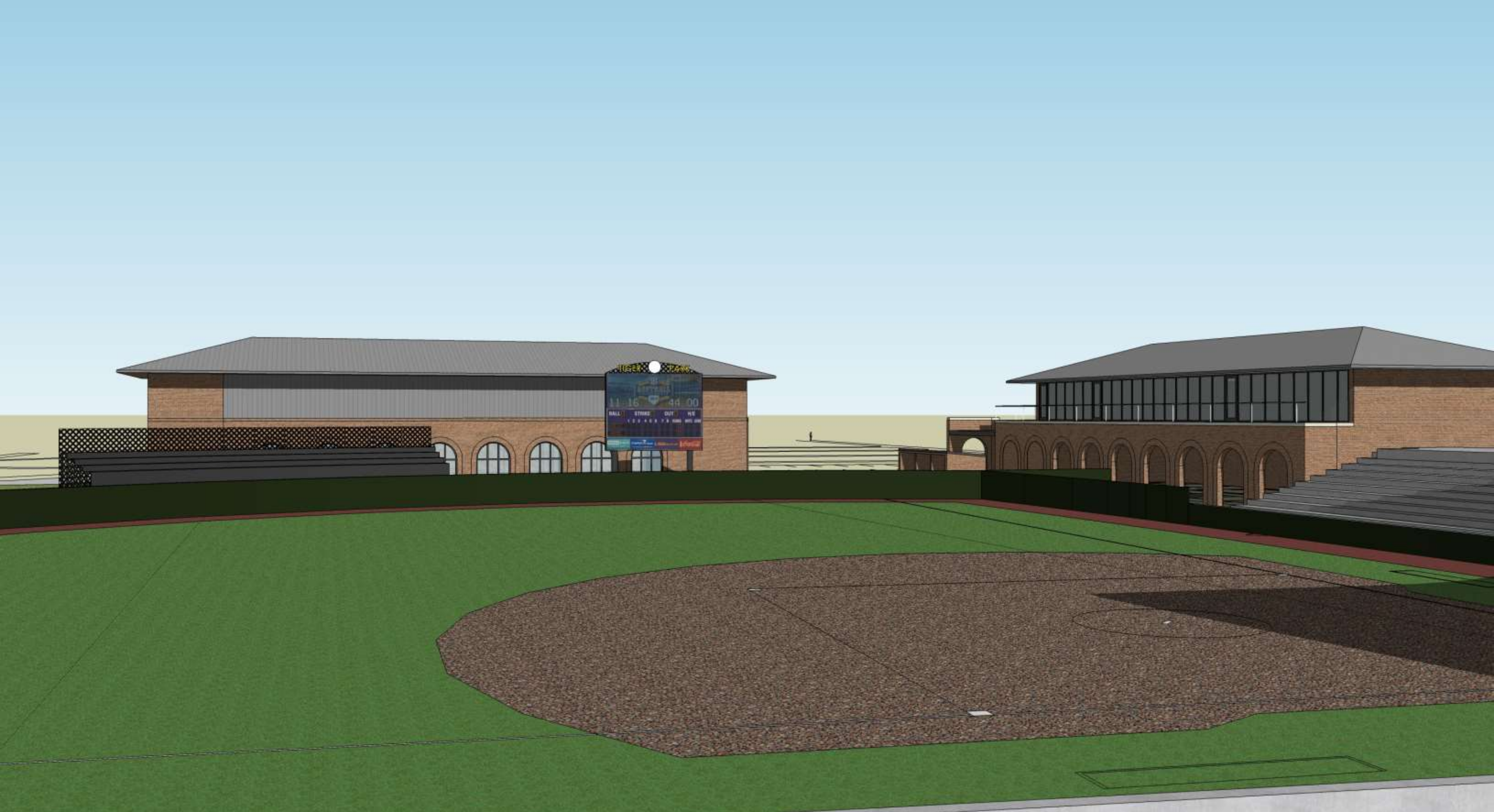
EAST ELEVATION (GAME DAY RESTROOM)



NORTH ELEVATION (VIEW FROM FIELD)



SOUTH ELEVATION (VIEW FROM LEVEE PARKING)



VIEW FROM GRANDSTAND

LSU TIGER PARK
INDOOR PRACTICE FACILITY

48 of 50 - LSU Board of Supervisors Committee Meeting 3/17/2017



**Request from LSU A&M to Approve an Employment Contract with
Edward J. Orgeron, Jr., Head Football Coach**

To: Members of the Board of Supervisors

Date: March 17, 2017

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

A.11.b. Appointments and all other personnel actions relating to Head Coaches and Athletic Directors.

1. Summary of the Matter

This resolution seeks approval of the proposed employment contract for Edward J. Orgeron, Jr., Head Football Coach. The key terms of the proposed contract are summarized below:

		Current	Proposed	Change	%	Notes
<i>Basic</i>	Term Ends		12/31/2021	5 years		a
	Base Salary	\$ 300,000	\$ 500,000	\$ 200,000	67%	a
	Supplemental Media Comp	\$ 3,450,000	\$ 2,500,000	\$ (950,000)	-28%	a
	Supplement TAF & Equip.	\$ 550,000	\$ 500,000	\$ (50,000)	-9%	a
<i>Incentive</i>	Post-Season (max)	\$ 500,000	\$ 1,100,000	\$ 600,000	120%	b
	Academic (max)	\$ 200,000	\$ 200,000	\$ -	0%	b
	Other	\$ 150,000	\$ 275,000	\$ 125,000	83%	b
<i>Benefits</i>	Automobile	\$ 19,200	\$ 24,000	\$ 4,800	25%	c
	Club Membership	Yes	Yes	No change		c
	Other					
Total Certain Compensation		\$ 4,300,000	\$ 3,500,000	\$ (800,000)	-19%	d

- (a) The amounts in the "Current" column represent former Head Coach Les Miles' contract terms. Coach Orgeron's contract term is for slightly over 5 years. The maximum liquidated damages begin at \$12 million for the first calendar year of the contract; \$8.5 million for the second calendar year, \$6 million for the third, \$4.5 million for the fourth, and \$1 million for the final year.
- (b) The goals for the post season incentives are the same as the previous coach; however, the amounts have changed for Coach Orgeron's contract. The academic incentives have changed to include GPA along with APR team academic goals; however, the overall maximum amount that can be earned is the same. The other incentives category has changed from where the previous coach had a longevity clause to where Coach Orgeron's other incentives include number of victories and National & SEC Coach of the year incentives.
- (c) Coach Orgeron's contract does include the option of two courtesy vehicles or an allowance for two vehicles.
- (d) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any incentive or fringe benefits although the Coach has received various amounts of compensation every year for post season competition, academic incentives or other incentives.

2. Review of Business Plan

Not applicable.

3. Fiscal Impact

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

4. Review of Documents Related to Referenced Matter

The Office of General Counsel has reviewed the proposed contract.

ATTACHMENTS

- I. Memorandum of Agreement: Edward J. Orgeron, Jr., Head Football Coach

RECOMMENDATION:

Based on the recommendation of the Athletic Director, it is recommended that the Board authorize the President to sign the proposed contract with Edward J. Orgeron, Jr., Head Football Coach.

RESOLUTION

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



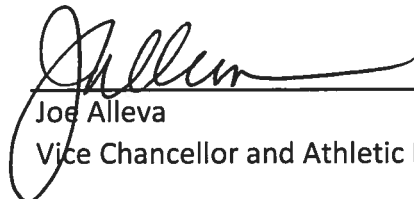
Summary of Athletic Coaching Contract Edward J. Orgeron, Jr., Head Football Coach

		<i>Current</i>	<i>Proposed</i> 12/31/2021	<i>Change</i>	<i>% Notes</i>
<i>Basic</i>	Term Ends			5 years	a
	Base Salary	\$ 300,000	\$ 500,000	\$ 200,000	67% a
	Supplemental Media Comp.	\$ 3,450,000	\$ 2,500,000	\$ (950,000)	-28% a
	Supplement TAF & Equip.	\$ 550,000	\$ 500,000	\$ (50,000)	-9% a
<i>Incentive</i>	Post-Season (max)	\$ 500,000	\$ 1,100,000	\$ 600,000	120% b
	Academic (max)	\$ 200,000	\$ 200,000	\$ -	0% b
	Other	\$ 150,000	\$ 275,000	\$ 125,000	83% b
<i>Benefits</i>	Automobile	\$ 19,200	\$ 24,000	\$ 4,800	25% c
	Club Membership	Yes	Yes	no change	c
	Other:	0	0		
Total Certain Compensation		\$ 4,300,000	\$ 3,500,000	\$ (800,000)	-19% d

- Notes
- (a) The amounts in the "Current" column represent former Head Coach Les Miles' contract terms. Coach Orgeron's contract term is for slightly over 5 years. The maximum liquidated damages begin at \$12 million for the first calendar year of the contract; \$8.5 million for the second calendar year, \$6 million for the third, \$4.5 million for the fourth, and \$1 million for the final year.
 - (b) The goals for the post season incentives are the same as the previous coach; however, the amounts have changed for Coach Orgeron's contract. The academic incentives have changed to include GPA along with APR team academic goals; however, the overall maximum amount that can be earned is the same. The other incentives category has changed from where the previous coach had a longevity clause to where Coach Orgeron's other incentives include number of victories and National & SEC Coach of the year incentives.
 - (c) Coach Orgeron's contract does include the option of two courtesy vehicles or an allowance for two vehicles.
 - (d) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any incentive or fringe benefits although the Coach has received various amounts of compensation every year for post season competition, academic incentives or other incentives.

This document summarizes the key terms of the proposed employment contract for the athletic coach named below. Unless noted otherwise, the contract is attached and is based on the standard template normally used by LSU for contracts of this type. The campus recommends approval by the Board.

Recommended


 Joe Alleva
 Vice Chancellor and Athletic Director

Reviewed, No Objections

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

Reviewed, No Objections

 Tom Skinner, LSU General Counsel

EMPLOYMENT AGREEMENT

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

This Employment Agreement (“**Agreement**”) is made and entered into effective the 17th day of March, 2017, by and between BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (“**LSU**”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by F. King Alexander, its duly authorized President, on the one hand, and Edward J. Orgeron, Jr. (“**COACH**”) and “O” The Rosy Finch Boyz, LLC (“**COMPANY**”) for the services of COACH, on the other hand.

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

- A. “LSU A&M”: The campus of LSU which is located in Baton Rouge, Louisiana.
- B. “President”: The President of LSU.
- C. “Athletic Director”: The Vice Chancellor and Director of Athletics at LSU A&M.
- D. “Base Salary Amount”: The annual sum of Five Hundred Thousand and No/100 dollars (\$500,000.00).
- E. “Start Date”: November 28, 2016.
- F. “End Date”: December 31, 2021.
- G. “Program”: The intercollegiate Football program at LSU A&M.
- H. “Team”: The intercollegiate athletic team which is a part of the Program.

2. **Employment.** LSU does hereby employ COACH as Head Football Coach of the Team. COACH will report directly to the Athletic Director and through him to the President. COACH will be responsible for the Program, and hereby agrees to accept such

LSU: 
COACH: 

employment and to devote his attention, on a full-time basis, to the performance of the duties described in this Agreement.

3. Duties and Responsibilities. As Head Football Coach, COACH's duties and responsibilities shall include the following, all subject to compliance with applicable law, LSU by-laws and policies, and the directives, input, and advice of the President and the Athletic Director:

- A. Administering, managing, and leading the Program in a professionally appropriate and competent manner which allows the Team to effectively compete in the football classification generally known as the Power Five, within National Collegiate Athletic Association ("NCAA") play;
- B. Hiring and firing (subject to appropriate approvals, such approvals not to be unreasonably withheld) and managing the assistant coaches and other athletic staff necessary and appropriate to assist COACH in meeting the responsibilities herein;
- C. Promoting and monitoring the success of the Team and its student-athletes both athletically and academically;
- D. Directing the Program, including management of staff, budget, and other resources;
- E. Understanding and agreeing that he and his staff, with reasonable assistance of LSU, are bound by and are required to be reasonably knowledgeable of: (i) applicable federal and state laws governing intercollegiate athletics; and (ii) all governing constitutions, by-laws, rules, policies, interpretations, legislation and regulations of the NCAA, the Southeastern Conference ("SEC"), LSU, and any

other conference or organization of which LSU is or becomes a member during the term of this Agreement; all hereinafter collectively referred to as "**Governing Athletics Regulations.**"

- F. Assuring and monitoring compliance with Governing Athletics Regulations by COACH and all student-athlete members of the Team, assistant coaches, other Program staff members, and other individuals under or subject to COACH's direct control, authority, or supervision;
- G. Promptly reporting any known violation of Governing Athletics Regulations to the Athletic Director and the Associate Athletic Director for Compliance;
- H. Cooperating fully in any investigation of possible NCAA or SEC violations conducted or authorized by LSU, the SEC, or the NCAA at any time;
- I. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- J. Reasonably understanding, observing, upholding, and promoting LSU's written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student-athletes, and recruiting can be conducted consistent with LSU's mission;
- K. Cultivating and maintaining reasonable interaction and effective relations with the Board of Supervisors, affiliated foundations, athletic conferences, institutional alumni, the media, the public, students, faculty, staff, and friends of LSU;
- L. Using reasonable efforts to exercise due care and supervision to provide that all student-athletes, assistant coaches, other program staff members, and other individuals under or subject to COACH's control, authority, or supervision

comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;

- M. Using reasonable efforts to promote the goal of LSU that every student-athlete obtains a baccalaureate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student-athletes and the faculty and administrators of LSU in connection with the academic pursuits of student-athletes;
 - N. Performing these duties at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;
 - O. Performing all other reasonable duties customarily performed by head football coaches serving at colleges or universities that compete in the NCAA college football classification generally known as the Power Five; and
 - P. Understanding and complying with NCAA Bylaw 11.1.1.1 (“Responsibility of Head Coach”), which provides: “An institution’s head coach is presumed to be responsible for the actions of all institutional staff members who report, directly or indirectly, to the head coach. An institution’s head coach shall promote an atmosphere of compliance within his or her program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach.”
4. **Term.** The term (the “Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date, unless terminated sooner in accordance with Section 11 of this Agreement or extended by mutual written agreement

of the parties. Under this Agreement, beginning January 1, 2017, each "Contract Year" shall coincide with the calendar year.

5. **Base Salary.** LSU will pay COACH the Base Salary Amount annually, in twelve (12) equal monthly installments on LSU's regular monthly payroll date. Any amounts due to COACH under this Section for a partial Contract Year shall be pro-rated. The total compensation provided to COACH and COMPANY hereunder, including without limitation, the Base Salary Amount, Supplemental Compensation and Other Supplemental Compensation referenced in Paragraph 6 below, shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies. However, in no event will any compensation hereunder be reduced as a result of any such review. All compensation paid to COMPANY under this Agreement shall be paid subject to and in accordance with LSU PM-67.

6. **Supplemental Compensation.**

A. **Radio, Television, Social Media & Internet.** LSU hereby engages, and COMPANY accepts such engagement to furnish the services of COACH, as required by this Paragraph 6, for which COMPANY shall be entitled to receive Supplemental Compensation in the amount of Two Million Five Hundred Thousand Dollars (\$2,500,000), during each Contract Year, as its fee for providing the services of COACH in connection with promoting, appearing on, or participating in, as requested, and making reasonable efforts to make successful, LSU-sanctioned television, radio, social media and internet programs concerning LSU and the Program. The components of this section are as follows:

- i. Radio, Television, & Internet - Two Million (\$2,000,000) Dollars; and
- ii. Social Media - Five Hundred Thousand (\$500,000) Dollars.

The first installment payment of Supplemental Compensation shall be an amount equal to \$1,062,500 and shall be payable on or before April 30, 2017. Thereafter, beginning in the month of May 2017, Supplemental Compensation shall be payable in equal monthly installments and may be paid from affiliated foundation funds, subject to approval of LSU and the involved foundation. Any amounts due to COMPANY under this Section for a partial Contract Year shall be pro-rated.

- iii. The reasonable efforts required of COACH and provided by COMPANY under this Section shall be the due diligence and personal time customarily exerted by head football coaches at SEC member institutions in the promotion and production of similar radio, television and internet programs at other institutions of higher education with major intercollegiate football programs.
- iv. LSU shall exclusively own all rights to the television, radio, and internet programs and shall be entitled, at its option, to produce and market the programs or negotiate with third parties for the production and marketing of the programs. LSU shall retain all revenue generated by the programs including but not limited to that received from program sponsors for commercial endorsements used during the programs; provided, however, that nothing contained herein shall give third parties the right to a direct endorsement of COACH without COMPANY's prior consent. "Program

sponsors” shall include, but not be limited to, those persons or companies who make financial contributions supporting, or who pay a fee for, commercial announcements and endorsements used on the programs.

- v. Without prior written approval of the President and the Athletic Director, COACH shall not appear on, or in, any radio, television, or internet programs or other electronic medium (except as provided below) other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. COACH shall not appear in or make any commercial or commercial endorsement without prior written approval of the President and the Athletic Director. Such approval shall not be unreasonably withheld.
- vi. Without limiting the obligations of this Section 6.A, the parties agree that COACH’s responsibilities as the head coach of the Team shall at all times supersede and take priority over any obligations that COMPANY and/or COACH may have pursuant to this Section 6.A.

B. Other Supplemental Compensation.

- i. In addition to the Supplemental Compensation provided for in Section 6.A to COMPANY, COACH shall be entitled to receive Other Supplemental Compensation in the amount of Five Hundred Thousand Dollars (\$500,000), during each Contract Year, payable in twelve (12) equal monthly installments. Other Supplemental Compensation shall consist of:
 - (a) any monetary benefits earned or received for services rendered by COACH directly to the Tiger Athletic Foundation (“TAF”), which is

currently calculated to be Four Hundred Thousand Dollars (\$400,000) during each Contract Year; (b) any supplemental monetary benefits paid or funded in its discretion by TAF; (c) any monetary benefits earned or received from the LSU football Team's shoe and equipment contracts, or similar vendors, which is currently calculated to be One Hundred Thousand Dollars (\$100,000) for each Contract Year; and (d) any income or benefits earned or received by COACH from LSU other than the sums paid under Sections 5, 6, 7, and 8. Any amounts due to COACH under this Section for a partial Contract Year shall be pro-rated.

- ii. In the event the amount of Other Supplemental Compensation received by COACH in a Contract Year falls below Five Hundred Thousand Dollars (\$500,000), LSU shall pay COACH the difference between Five Hundred Thousand Dollars (\$500,000) and the actual Other Supplemental Compensation received during that Contract Year within thirty (30) days of such determination. LSU shall have reasonable access to all documents and records of COACH that are necessary to verify the obligations contained in this Section 6.B.

7. Incentive Compensation.

- A. Regular Season Victory Incentive Compensation.** In the event the Team achieves ten (10) or more regular season victories in an intercollege football season, LSU will pay COACH Regular Season Victory Incentive Compensation as follows:

<i>Regular Season Incentive Level</i>	<i>Amount</i>
---------------------------------------	---------------

- | | | |
|------|-----------------------|-----------|
| i. | Ten (10) Victories | \$100,000 |
| ii. | Eleven (11) Victories | \$150,000 |
| iii. | Twelve (12) Victories | \$200,000 |

The Regular Season Victory Compensation, if payable, shall be considered earned as of the date of the last regular season game of that Contract Year and shall be paid within sixty (60) days following the final regular season football game in which the Team and COACH participates. The Regular Season Victory Incentive Compensation earned by COACH during each intercollegiate football season is not cumulative; thus, COACH will only be compensated for the highest of the three (3) incentive levels achieved during each intercollegiate football season. The Regular Season Incentive Compensation may be paid from affiliated foundation funds, subject to approval of LSU and the involved foundation.

B. Post-Season Incentive Compensation. In the event the Team participates in post-season football game(s), LSU will pay COACH Post-Season Incentive Compensation as additional compensation for the extra services required of COACH in the preparation for and his participation in post-season play as follows:

	<i>Post-Season Goal</i>	<i>Amount</i>
i.	Participation in SEC Championship Game	\$100,000
ii.	Win SEC Championship Game	\$200,000
iii.	Appear in Non-College Football Playoff (“CFP”)	
	Post-Season Bowl Game	\$25,000
iv.	CFP Bowl Participant (excluding semi-finals)	\$150,000

- v. CFP Semifinal Game Participant \$150,000
- vi. CFP Final Game Participant \$150,000
- vii. CFP Champion \$500,000

The Post-Season Incentive Compensation, if payable, shall be considered earned as of the date of each game at which a Post-Season Goal is attained and shall be paid within sixty (60) days following the final post-season football game in which the Team and COACH participates. The Post-Season Incentive Compensation earned by COACH during each intercollegiate football season is cumulative based on any and all Post-Season Goals achieved [i.e. the total amount of Post-Season Incentive Compensation could equal up to One Million One Hundred Thousand Dollars (\$1,100,000) in a given Contract Year should COACH and the Team achieve Post-Season Goals (i), (ii), (v), (vi), and (vii) during any Contract Year]. The Post-Season Incentive Compensation may be paid from affiliated foundation funds, subject to approval of LSU and the involved foundation.

C. Coaching Recognition Incentive Compensation. COACH may earn Coaching Recognition Incentive Compensation as follows:

- i. In the event COACH is named the National College Football Coach of the Year by ESPN (The Home Depot Award) or the National Sportscasters and Sportswriters Association (The Paul “Bear” Bryant Award) or the Associated Press or the American Football Coaches Association or COACH is named recipient of the Bobby Dodd Trophy, LSU will pay COACH Coaching Recognition Incentive Compensation in the amount of Fifty Thousand Dollars (\$50,000).

- ii. In the event COACH is named SEC (Southeastern Conference) Coach of the Year by either the Associated Press (AP) or by vote of the SEC coaches, LSU will pay COACH a Coaching Recognition Incentive Compensation in the amount of Twenty Five Thousand Dollars (\$25,000)
- iii. The Coaching Recognition Incentive Compensation, if payable, shall be considered earned as of the first date any of the listed honors is named and shall be paid within sixty (60) days of that date. Only one incentive in Section 7.C.i and one incentive in Section 7.C.ii can be earned by COACH during each intercollegiate football season; thus, the maximum amount COACH can receive in Coaching Recognition Incentive Compensation is \$75,000 during a Contract Year even if he receives more than one of the listed awards during that Contract Year. The Coaching Recognition Incentive Compensation may be paid from affiliated foundation funds, subject to approval of LSU and the involved foundation.

D. Academic Incentive Compensation. In the event the Team achieves any one or more of the following Team Academic Goals, based on the Academic Progress Rate (“APR”) compiled and reported annually by the NCAA, or on the grade point average (“GPA”) calculated by LSU, in an Academic Year (defined as beginning with the summer semester and ending immediately prior to the summer semester of the following Contract Year) during the term of this Agreement, LSU will pay COACH Academic Incentive Compensation as follows, which Academic Incentive Compensation is hereby approved without further action by the Board of Supervisors.

<i>Team Academic Goals</i>	<i>Amount</i>
i. Team cumulative GPA of 2.75 or higher	\$75,000
ii. Team cumulative GPA of 3.0 or higher	\$50,000
iii. Single year APR of 960 or higher	\$75,000

The Academic Incentive Compensation, if payable, shall be considered earned as of the end of the spring semester each Academic Year and shall be paid within sixty (60) days following that date. The Academic Incentive Compensation earned by COACH during each Academic Year is cumulative based on any and all Team Academic Goals achieved [i.e. the total amount of Academic Incentive Compensation could equal up to Two Hundred Thousand (\$200,000) in a given Academic Year should COACH and the Team achieve all three (3) of the listed Team Academic Goals]. The Academic Incentive Compensation may be paid from affiliated foundation funds, subject to approval of LSU and the involved foundation.

8. **Retirement and Fringe Benefits.** COACH shall be entitled to participate in the retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts (including state retirement benefits) based only upon the Base Salary Amount and any earned Post-Season Incentive Compensation and in accordance with the limitations of state retirement law. Regardless of whether the services required by this Agreement are performed directly for LSU or through contract with a separate legal entity, whether or not such other entity is under the control of COACH, sums paid or authorized under Sections 6 (Supplemental Compensation), 7.A (Regular Season Victory Incentive Compensation), 7.C (Coaching Recognition Incentive Compensation), 7.D (Academic Incentive Compensation), 8

LSU: 
COACH: 

(Retirement and Fringe Benefits), 9 (Additional Revenue), and 10 (Sports Camps) shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined in Louisiana Revised Statutes 11:403 and 11:701, or other applicable Louisiana retirement laws, and shall not be included as compensation for the purpose of computation of retirement benefits. COACH understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from COACH's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and COACH shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. During the term of this Agreement and in accordance with LSU by-laws and policies, and applicable law, COACH will also receive the following benefits, part or all of which may be paid from affiliated foundation funds, subject to approval of LSU and the involved foundation:

- A. Membership in a social club, such as the University Club of Baton Rouge, provided that: (i) monthly dues shall be paid from affiliated foundation funds, subject to approval of such foundation; (ii) business-related (non-personal) expenses incurred in accordance with LSU and foundation policy will be reimbursed from affiliated foundation funds; and (iii) COACH shall be responsible for payment of all personal charges. Notwithstanding the foregoing COACH shall not be personally responsible for expenses authorized and incurred by COACH and his staff in connection with the ordinary functions associated with an intercollegiate football program, and in accordance with LSU policy;

- B. Mobile communications device and service, for which some or all charges incurred may be paid from affiliated foundation funds;
- C. COACH will be allowed to invite guest(s) for travel to athletic events on chartered commercial transportation subject to approval by the Athletic Director;
- D. Paid vacation as approved by the Athletic Director;
- E. An annual automobile allowance in the amount of up to \$2,000 per month or, to the extent consistent with state ethics laws, concurrent use of two (2) courtesy vehicles (if available) provided by dealership(s) and related insurance reimbursed from affiliated foundation funds;
- F. COACH will be provided tickets to home, away and postseason contests for football and other sports, subject to existing LSU regulations and policies; and
- G. Other customary, reasonable and related employee benefits to be provided by foundations affiliated with LSU, as authorized by the Athletic Director and President after review and approval by the LSU General Counsel and a determination that such benefits are in compliance with LSU by-laws and policies, and state laws.

9. **Additional Revenue.**

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

of COACH's name by any commercial, public or private entity. COACH shall report annually in writing to the President and the Athletic Director on or before January 31st of each Contract Year all athletics-related income from sources outside LSU or any affiliated foundation, and LSU shall have reasonable access to all records of COACH to verify this report.

- B. LSU does not guarantee any amount of Additional Revenue.
- C. COACH shall not, without prior written approval of the President and the Athletic Director, arrange for or agree to the receipt by any assistant football coach of any supplemental pay, bonus or other form of payment from any outside source, except for income earned by assistant coaches from COACH's operation of his sports camps, or as otherwise authorized by LSU in accordance with PM-11.

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

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

- A. **Termination by LSU for Cause.** This Agreement may be terminated by LSU, acting through the President or Athletic Director, for "cause" as defined herein, at any time prior to its expiration, upon written notice to COACH. In the event of termination for cause, COACH's Base Salary, Supplemental Compensation, Other

Supplemental Compensation, Incentive Compensation, Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to COACH for any sums or damages other than such compensation and benefits earned prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination. Any decision as to whether the criteria contained in this Section 11.A have been met shall not be made arbitrarily or capriciously by LSU. Prior to termination for cause, COACH: (i) shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof; and (ii) shall have five calendar days from receipt of such notice to make a written request for hearing on the contemplated action. If requested in writing by COACH, a hearing shall be held before the President or his designee(s), and at such hearing COACH shall have the right to counsel and to present the testimony of witnesses and other reliable evidence. The procedures shall conform to, and evidence may be considered consistent with, federal and state due process standards for such hearings.

For purposes of this Section, "cause" shall be defined as:

- i. Committing a material violation of Governing Athletics Regulations (for purposes of this sub-paragraph (i) only, a material violation of NCAA Bylaws shall be a Level I or Level II violation), or failing promptly to report any such violation by another person to the President and the Associate Athletic Director for Compliance;

- ii. Commission of a material violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (a) the violation occurs or continues to occur after COACH knew or should have known that it occurred, was about to occur or was occurring, or (b) COACH failed to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletic Department for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
- iii. Committing or being convicted of or pleading no contest to either: (a) any felony; or (b) any misdemeanor involving gambling, drugs, or alcohol;
- iv. Engaging in misconduct which either: (a) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (b) brings COACH into substantial public disrepute sufficient to impair COACH's ability to perform the obligations contained herein without adverse impact on the Team or Program; or (c) constitutes moral turpitude or breaches the high moral and ethical standards applicable to COACH as a visible representative of LSU;
- v. Unreasonably refusing or repeatedly failing to perform any duties imposed upon COACH herein (including, but not limited to, those duties and responsibilities set forth in Section 3), or failing to perform the same to the best of COACH's reasonable ability, after written notice to COACH of LSU's reasonable expectation;

- vi. Knowingly committing material or repeated significant violations of any provision of this Agreement, provided said initial violations are not cured within ten (10) days of COACH's receipt of written notice of the same;
- vii. Prolonged absence from LSU without its consent, which will not unreasonably be withheld;
- viii. (a) Committing fraud or making any material misrepresentation in the performance of any duties and responsibilities herein, including, but not limited to, fraud or misrepresentation in the preparation or maintenance of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student-athlete, including without limitation transcripts, eligibility forms, and compliance reports, or altering any such documents; or (b) counseling, instructing, encouraging, or knowingly and intentionally permitting any other person to commit such fraud or misrepresentation;
- ix. (a) Failing to respond reasonably, accurately, and fully within a reasonable time to any requests or inquiry relating to the performance of any duties at LSU, or at any prior employment at any other institution of higher learning, propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or (b) counseling, instructing, encouraging, or knowingly and intentionally permitting any other person to fail to so respond;

- x. (a) Participating in any gambling, bookmaking, wagering, or betting involving any athletic contest whatsoever whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or (b) counseling, instructing, encouraging, or knowingly and intentionally permitting any student-athlete, assistant coach, or other individual under or subject to COACH's control, authority, or supervision to participate in such activity;
- xi. (a) Furnishing any information or data, other than information or data provided to the general public through press conferences, news releases, and the like, relating in any manner to any intercollegiate sport or to any student-athlete to any individual whom COACH knows or has reason to know to be a gambler, bettor, or bookmaker, or an agent of any such person; or (b) counseling, instructing, or encouraging any student-athlete, assistant coach, or other individual under COACH's control, authority, or supervision to furnish such information or data;
- xii. Using or consuming alcoholic beverages or controlled substances, steroids, or other drugs or chemicals, whether prescribed by a physician or not, to such degree and for such a period as to impair COACH's ability to perform the duties herein;
- xiii. Selling, purchasing, using, or possessing any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by COACH is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of

substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith;

- xiv. Knowingly encouraging or permitting the sale, purchase, use, or possession by any student-athlete, assistant coach, or other individual under COACH's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules. The provisions of this subsection shall not apply to the purchase, use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith;
- xv. (a) Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations; or (b) counseling, instructing, or encouraging any other person to fail to cooperate in such investigation and enforcement;
- xvi. Subject to any right of administrative appeal permitted or granted to COACH by the NCAA or SEC, the making or rendition of a finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by COACH of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of COACH which were knowingly and intentionally permitted, encouraged, or condoned by COACH, or about which violations COACH knew or reasonably should have known, and should have acted reasonably to prevent, limit, or

mitigate (it is recognized that this subsection expressly includes findings or determinations of violations during employment of COACH at any other institution of higher education); or

- xvii. Failing to report promptly to the Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which COACH has or should have knowledge.

B. Termination by LSU Without Cause.

- i. LSU shall have the right to terminate this Agreement without cause upon written notice to COACH and COMPANY. The termination date shall be the date on which written notice of termination is given, or on such later date as may be set forth by LSU in the written notice of termination. In such event, LSU will pay COACH and COMPANY liquidated damages, in lieu of any and all other legal remedies or equitable relief as detailed below. In the event of termination by LSU without cause, COACH's Base Salary, Supplemental Compensation, Other Supplemental Compensation, Incentive Compensation, Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to COACH or COMPANY for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date.
- ii. Liquidated damages payable by LSU under this Section 11.B shall be as follows:

<i>Contract Year</i>	<i>Maximum Liquidated Damages Amount</i>
Between January 1, 2017 – December 31, 2017	\$12,000,000
Between January 1, 2018 – December 31, 2018	\$ 8,500,000
Between January 1, 2019 – December 31, 2019	\$ 6,000,000
Between January 1, 2020 – December 31, 2020	\$ 4,500,000
Between January 1, 2021 – December 31, 2021	\$ 1,000,000

The Maximum Liquidated Damages amount to be paid as set forth in the above schedule shall be reduced by the amount of compensation actually paid to COACH and COMPANY under this Agreement in the terminating Contract Year prior to termination, so that the sum of the liquidated damages to be paid under this Agreement and the compensation actually paid during the terminating Contract Year prior to termination equal the “Maximum Liquidated Damages” amount listed above. For purposes of the preceding sentence “compensation actually paid during the terminating Contract Year” shall not include compensation paid during the terminating Contract Year that was due to COACH or COMPANY for a prior Contract Year. For example, should LSU terminate COACH and COMPANY after the second season on November 30, 2018, COACH and COMPANY would be paid \$5,291,667 [(\$8,500,000 less (\$3,500,000 divided by 12 months multiplied by 11 months)]. Partial months will be pro-rated. LSU will pay the first \$2,000,000 of liquidated damages to COACH within 60 days of termination, unless the total applicable sum of liquidated damages due to COACH is less than \$2,000,000, in which case that sum shall be

paid to COACH within 60 days of termination. Should liquidated damages exceed \$2,000,000, LSU will pay the remaining balance in equal monthly installments over the remaining duration of the Agreement, commencing on the last day of the month immediately following the month in which the initial \$2 million payment is made and continuing on the last day of each succeeding month thereafter during the payment period. The liquidated damages amount for Contract Year January 1, 2021 – December 31, 2021 is not subject to reduction of any kind and the liquidated damages amount for any prior Contract Year is subject only to any reduction expressly provided herein.

- iii. The allocation of payment(s) between COACH and COMPANY shall be made on a pro rata basis according to their then applicable compensation under this Agreement.
- iv. The offsets, extinguishment and reductions pursuant to this Section 11, if applicable, are not intended to be deferred compensation, but rather a means to mitigate damages in accordance with Louisiana law, and LSU will reasonably cooperate with COACH and/or COMPANY to establish this fact, if necessary.
- v. The parties have bargained for this liquidated damages provision, giving consideration to the following: This is a contract for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause COACH and COMPANY to lose the salary, supplemental compensation, fringe benefits, certain other

LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages to be suffered by COACH and COMPANY in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that all liquidated damages herein are not in any way a donation or a penalty, but rather are a good faith estimate of damages that will be incurred in the event of termination. In consideration of this provision, COACH and COMPANY irrevocably waive any and all rights to equitable relief, including temporary restraining orders and injunctions, or actions seeking specific performance by LSU.



C. Termination by COACH and COMPANY Without Cause.

- i. COACH and COMPANY shall have the right to terminate this Agreement without cause upon written notice to LSU. In the event COACH and/or COMPANY terminates this Agreement without cause, COACH and COMPANY will collectively pay, or alternatively cause a third party to pay, liquidated damages to LSU, in lieu of any and all other legal remedies or equitable relief. In any event, COACH shall be solely responsible for making arrangements for payment of any liquidated damages due to LSU under this Agreement, and COACH acknowledges that he is responsible to make such payment(s) in the event that COMPANY or the designated third party fails to make the required payment(s). In the event of

termination by COACH or COMPANY without cause, the Base Salary, Supplemental Compensation, Other Supplemental Compensation, Incentive Compensation, Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date which, unless otherwise agreed to in writing by LSU on one hand and COACH and COMPANY on the other hand, shall be the earlier of: (i) the date on which COACH provides written notice of termination to LSU; (ii) the date on which COACH accepts employment from another employer; or (iii) the date on which COACH performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to COACH or COMPANY for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date. The Parties acknowledge that this provision is intended to obligate COACH and COMPANY to repay compensation and fees previously received under the premise that COACH and COMPANY would fulfill the Term of this Agreement.

- ii. In the event of termination without cause by COACH, liquidated damages owed under this Section 11.C will be as follows:

<i>Termination by Coach Date</i>	<i>Amount</i>
On or Before 11/28/2017	\$3,500,000
After 11/28/2017 and On or Before 11/28/2018	\$3,000,000
After 11/28/2018 and On or Before 11/28/2019	\$2,500,000
After 11/28/2019 and On or Before 11/28/2020	\$1,500,000

LSU: 
COACH: 

After 11/28/2020 and On or Before 11/28/2021	\$500,000
On or After 11/29/2021	\$-0-

COACH and/or COMPANY shall pay or cause to be paid such amount in a lump sum within sixty (60) days of the termination date.

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

for expenses, including but not limited to (i) searching for, recruiting and hiring a replacement for COACH, (ii) relocating the new coach, and (iii) buying out the contract, if necessary, of the new coach. COACH expressly agrees that the amount of liquidated damages provided for herein is a reasonable approximation of the harm that LSU will incur in the event of such early termination by COACH. In consideration of this provision, LSU irrevocably waives any and all rights to equitable relief, including temporary restraining orders and injunctions, or actions seeking specific performance by COACH and/or COMPANY.

- iv. Unless notice of termination under this Section 11 has been given by either party, neither COACH nor any agent on his behalf shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment with any other institution of higher education, professional athletic team, or other athletics-related (including media and sports marketing) prospective employer without giving at least twenty-four (24) hours prior written notice to the President and the Athletic Director.

D. Suspension or Other Disciplinary Action.

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

exercised arbitrarily or capriciously. During a period of suspension under this sub-section, COACH shall not be entitled to receive any compensation or benefits under this Agreement.

- ii. LSU may suspend COACH for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether COACH has materially violated any laws or Governing Athletics Regulations. During such suspension, COACH shall receive only the Base Salary Amount set forth in Sections 1 and 5 and the Fringe Benefits set forth in Section 8, and shall not be entitled to receive Supplemental Compensation, Other Supplemental Compensation, Incentive Compensation, or any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved in favor of COACH, and does not otherwise represent an independent basis for termination for cause, LSU shall pay or make available to COACH and/or COMPANY the benefits and other compensation herein otherwise payable to COACH and/or COMPANY during the period of suspension. Any such compensation and/or benefits payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this sub-section shall not limit any rights of LSU to terminate COACH for cause.
- iii. COACH shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively.

Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause as defined herein.

- E. Termination by Death or Disability.** In the event of the death of COACH or the inability of COACH to perform the duties and obligations described in this Agreement by reason of disability, illness, or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than ninety (90) consecutive days, this Agreement shall terminate as a termination for cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.
- F. Exclusive Remedies and Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein, and any remedies pertaining thereto, are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither COACH, nor COMPANY, nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business

opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or expectation income, or damages allegedly sustained by reason of alleged humiliation or defamation, or other non-compensatory and compensatory damages, punitive damages, and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or COACH of information or documents required by law. COACH and COMPANY acknowledge that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, COACH shall have no right to occupy the position of head coach of Team and that COACH and COMPANY's sole remedies are provided herein and shall not extend to injunctive relief or demands for specific performance by LSU. COACH further acknowledges and agrees that COACH is not eligible for and will not be considered for or granted academic tenure by LSU.

G. Key Man Insurance. LSU or its affiliated athletic foundation, at the sole discretion of LSU, shall have the right at any time during the term of this Agreement to purchase "key man" insurance or other insurance on the life of COACH. COACH shall reasonably cooperate in the underwriting and issuance of any such insurance.

12. Retention and Return of all Materials, Records, and Other Items. All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to COACH by LSU or developed by COACH on behalf of or at the expense of LSU or otherwise in

connection with the employment of COACH are and shall remain the sole and confidential property of LSU. Within ten (10) days of the expiration or termination of this Agreement, COACH shall cause any such materials in COACH's possession or control to be delivered to LSU. At the same time, COACH shall return to LSU all credit cards, keys, computers, mobile communication devices, and other items belonging to LSU which were issued to or are in the possession of COACH.

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

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



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

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

state or federal court having subject matter and personal jurisdiction over the parties that is domiciled in East Baton Rouge Parish, Louisiana.

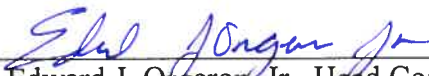
THE PARTIES hereto have executed this Agreement on the day, month and year noted below, effective on the date first above written.

[Signatures on Next Page]


LSU: 
COACH: 

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

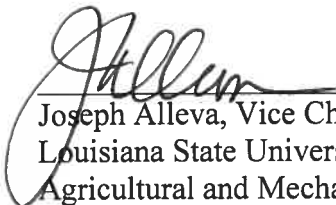
By: _____
F. King Alexander, President Date
Louisiana State University and
Agricultural and Mechanical College

 _____ 3-9-17
Edward J. Orgeron, Jr., Head Coach Date
Louisiana State University and
Agricultural and Mechanical College

“O” THE ROSY FINCH BOYZ, LLC

By:  _____ 3-9-17
Edward J. Orgeron, Jr., President Date

RECOMMENDED:

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

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