

LSU

Board of Supervisors

LSU BOARD OF SUPERVISORS COMMITTEE MEETING

*University Center Ballroom
Louisiana State University in Shreveport
1 University Place, Shreveport, LA 71115
Friday, January 25, 2019 | 10:00 AM CT*

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

A. Academic & Research Committee

1. Request from LSU A&M to Award an Honorary Doctor of Arts Degree
2. Request from LSU A&M to Award an Honorary Doctor of Letters Degree
3. Request from LSU A&M to Name the Clinical Legal Education Program in Honor of Judge James L. Dennis
4. CONSENT AGENDA
 - i. Request from LSU A&M for a Letter of Intent for the PhD in Construction Management
 - ii. Request from LSU A&M to Increase Total Program Hours for the B.S. in Elementary Grades Education
 - iii. Request from LSU Health Sciences - New Orleans to Create an Advanced Standing Internationally-Educated Dentist Program
 - iv. Request from LSU A&M to Approve the Establishment of the Dale Jenkins Family Scholarship
 - v. Request from LSU Agricultural Center to Establish the Louisiana Rice Research Board Chair for Excellence in Rice Research
 - vi. Request from LSU Eunice to Approve the Establishment of the Eunice Rotary Club Outreach Scholarship
 - vii. Request from LSU Eunice to Augment the Heart of Nursing Endowed Two-Year Student Workforce Scholarship
 - viii. Request from LSU Health Sciences - New Orleans to Approve the Establishment of the Gerald S. and Joan Berenson Chair in Healthy Aging and Longevity
 - ix. Request from LSU Health Sciences - New Orleans to Approve the Establishment of 3 Endowed Professorships
 - x. Request from LSU Health Sciences Center - New Orleans to Convert the Prince Abdulaziz Chair in Retinal Disease to the Prince Abdulaziz Scholarship Fund for the Study of Retinal and Other Eye Diseases

B. Finance Committee

1. Presentation on Alternative Revenue and Cost Savings Opportunities
2. Request from LSU Health Sciences Center New Orleans to Approve Mandatory Tuition and Fees for New Programs and to Implement or Increase Fees Pursuant to the Authority Granted in HB 113 of the 2017 Legislative Session

C. Property & Facilities Committee

1. Request from LSU Health Sciences Center-New Orleans to Approve Execution of Cooperative Endeavor Agreement and Related Documents pursuant to Acquisition of Hainkel Home Nursing Facility for Operation as a Geriatric Teaching Nursing Facility

2. Request from LSU A&M to Approve an Act 959 Construction Project for Roadway Improvements at LSU Innovation Park
3. Request from LSU A&M to Lease Land at LSU Innovation Park for Construction of an Incubator Center
4. Request from LSU REFF to Find an Acceptable University Purpose for a Predevelopment Agreement with 1532 Tulane Partners, Inc. for the Charity Hospital Redevelopment Project Center

D. Legal Affairs Committee

1. Briefing on Personnel and Authorizations Related to a Technology License

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

E. Athletic Committee

1. Request from LSU A&M to Amend the LSU Athletics Ticket, Parking and Tradition Fund Policy



Request from LSU A&M to Name the Clinical Legal Education Program in Honor of Judge James L. Dennis

To: Members of the Board of Supervisors

Date: January 25, 2019

1. Significant Board Matter

Pursuant to Article VII, Section 1, Paragraph A of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

A. 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 Matter

LSU A&M is requesting approval to name the following program:

- 1) LSU Law Center James L. Dennis Clinical Legal Education Program

Judge Dennis is a sitting Judge of the U.S. Court of Appeals for the Fifth Circuit. He is highly deserving of this honor based upon his substantial contributions to the development of the law, to the judiciary, and to the LSU Law Center, state, region, and nation.

Judge Dennis was born in 1936. He served in the U.S. Army from 1955-57 and then earned his Bachelor of Science degree from Louisiana Tech University in 1959. Judge Dennis later graduated from the LSU Law Center in 1962, where he was the Managing Editor of the Louisiana Law Review and elected to The Order of the Coif (top 10% of the graduating class). In 1984, Judge Dennis obtained his L.L.M. from the University of Virginia. Following law school, Judge Dennis practiced law in Monroe, Louisiana at the firm of Hudson, Potts & Bernstein (1962-72). From 1968-1991, Judge Dennis served in numerous capacities within Louisiana State Government, including as a State Representative (1968-72), Delegate and Chairman of the Louisiana Constitutional Revision Commission (1970-72), Chairman of the Board of Governors of the Louisiana Judicial College (1976-80), and Chairman of the Louisiana Commission on the Bicentennial of the United States Constitution (1986-91).

Judge Dennis' distinguished career in the judiciary began in 1972, when he was elected to serve as District Judge for the Fourth Judicial District Court. He served on that trial court until 1974, when he was elected to a seat on the Louisiana Second Circuit Court of Appeal. After a year of service on the Second Circuit, Judge Dennis was elected an Associate Justice of the Louisiana Supreme Court. He served with distinction on the Supreme Court for twenty years.

On January 31, 1995, President Bill Clinton nominated Judge Dennis to serve as a Circuit Judge for the U. S. Fifth Circuit Court of Appeals. The Senate confirmed his appointment on September 28, 1995, and he received his commission on October 2, 1995. He continues to serve as an active Circuit Judge.

Judge Dennis' service to the legal profession, education, and to LSU Law has been as extraordinary as his long career on the bench. Judge Dennis served as a Visiting Professor at the LSU Law Center (Summers 1980-81) and Tulane University School of Law (Summers 1986, 1999). Judge Dennis has also been involved in various professional and community associations including the Louisiana State Bar Association and the American Bar Association. He received the Louisiana Society of Criminal Defense Lawyers Justice Albert Tate Jr. Award in 1990. He currently serves as a member of the LSU Law Alumni Board of Trustees, founding member of and major donor to the Center's Pugh Institute for Justice, and is a member of the Dean's Council. He was named to the LSU Law Center's Hall of Fame in 1987 in recognition of his contributions to the profession and to his alma matter. The LSU Law Center recognized Judge Dennis as Distinguished Alumnus of the Year in 1995, and the LSU Law Center awarded him an Honorary Degree - Doctor of Laws in 2015.

This naming would not only memorialize his support of LSU Law and the surrounding legal community, but would also celebrate his continuous respect for civil law sources and methodology (a tradition vital to the LSU Law Center) and his firm beliefs that the welfare of the community often demands a flexible interpretation of basic civil code principles.

3. Review of Documents Related to Referenced Matter

A memo from the dean (with approval of the Provost and President) requesting the naming of the LSU Law Center James L. Dennis Clinical Legal Education Program is on file at the LSU Office of Academic Affairs.

4. Certification of Compliance with Article III, Section 7 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 of Louisiana State University and Agricultural and Mechanical College does hereby approve the request from LSU A&M to name the LSU Law Center James L. Dennis Clinical Legal Education Program.



Request from LSU A&M for a Letter of Intent for the PhD in Construction Management

To: Members of the Board of Supervisors

Date: January 25, 2019

1. Significant Board Matter

Pursuant to Article VII, Section 1, Paragraph A of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

- A. 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 Matter

Description and Need

LSU A&M is seeking approval of a Letter of Intent for the Doctor of Philosophy program in Construction Management (CM). The proposed program will prepare students for extensive research and careers in academia, industry, and government while providing a broad knowledge of construction-related disciplines. The Ph.D. program in CM deals with the development of new methods and technologies that allow for efficient and cost-effective construction. Construction managers and engineers are critical to the planning, execution, and closeout of construction projects at all levels and across industries, many of which are vital to the state of Louisiana. The proposed Ph.D. will allow LSU to be visible and competitive with other leading construction programs around the country, while attracting highly qualified students and faculty.

The Bert S. Turner Department of Construction Management currently maintains the successful bachelor and master degree programs in construction management. CM faculty also participate in the interdepartmental PhD program in Engineering Science. As part of the Engineering Science PhD requirements, students follow a program of coursework in a major area and two minor areas that include specializations in construction-related topics. This is the only option for students to complete a terminal degree in CM in Louisiana. The proposed PhD program will incorporate these students and other students with a bachelor's or master's degree in a construction discipline (e.g., construction management, construction engineering) or a closely related discipline, allowing further study and expertise in research areas such as project planning, delivery, and controls; construction engineering; facility management; materials science; sustainability and resilience; building science and technology; built environment informatics; building analytics; and virtual construction and simulation. The proposed degree will be offered both online and on-campus and will require the completion of 54 required and elective credit hours beyond the bachelor's degree (42 credit hours of coursework and 12 credit hours of dissertation research).

Currently, there are 40 universities in the U.S. that offer a construction-related PhD degree program; however, the vast majority only offer construction concentrations or specializations, while the degree itself is under civil engineering, architecture, planning, or a related discipline. A PhD degree in CM will attract high-quality students with CM knowledge or interest, which will increase the department's ability to secure highly competitive research grants from federal agencies. Research projects with multi-year funding require a continuity of effort beyond the two-year period required for MS students to graduate. It will also improve the department's ability to attract high-quality faculty needed for an R1 University. Such faculty seek positions in departments that offer Construction Management and support for their research and graduate curriculum interests. The terminal degree in CM will also improve marketability of the program's graduates, especially for those seeking faculty positions. Construction departments around the U.S. are increasingly looking for high quality candidates with a terminal degree in a construction field, rather than those with an interdisciplinary PhD. Finally, the program will increase retention of outstanding BS and MS CM graduates within the state rather than losing them to neighboring competitors.

The U.S. Bureau of Labor Statistics puts national employment of construction managers at more than 400,000, with an expected 11% growth in the profession by 2026. The construction industry employs nearly six million workers and represents more than 4% of the national GDP. National median salaries (2017) for construction managers is over \$91,000, with a 90th percentile pay rate of nearly \$160,000. In Louisiana, there are currently 3,080 construction managers with an annual mean salary of \$96,700 and a 90th percentile pay rate of \$148,270. The South leads the nation in construction growth, with a 6% growth in construction markets in 2018. Between 2012 and 2017, \$85.4 billion in Louisiana industrial construction projects were completed with another \$93.5 billion announced and yet complete.

Students

The Bert S. Turner Department of Construction Management is home to a robust undergraduate degree program in construction management, with 501 students enrolled and 161 completers for AY 2017-18. The online post-baccalaureate certificate is also well established with 118 students enrolled (73% out-of-state students) and 102 completers for AY 17-18. The MS in Construction Management is ranked 12th among public colleges and universities and 16th overall from a list of 65 programs, with 66 students enrolled and 29 completers in AY 17-18. Students who wish to pursue a terminal degree are funneled into the interdepartmental Engineering Science program. For the past five years, CM faculty have graduated 12 students in this program. Seven of these twelve work in research and/or academic positions throughout the country. The construction management specialization in the program currently has 27 students enrolled. These 27 students will be prime candidates for this proposed program. Additionally, with the online format, which is popular among construction managers across the nation, the department expects enrollment to be quite substantial, 25 – 40 students within the first four years.

3. Review of Business Plan

The proposed Ph.D. Program in CM will administered by the Graduate School and the Bert S. Turner Department of Construction Management. It will be cost neutral without any investment from the State or the institution as CM faculty are already teaching, supervising, and supporting

PhD graduates. Students will continue to be supported via faculty grants and contracts, departmental graduate assistant funds, and fellowships.

4. Review of Documents Related to Referenced Matter

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

5. Certification of Compliance with Article III, Section 7 of the Bylaws of Louisiana State University Board of Supervisors

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

RESOLUTION

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



Request from LSU A&M to Increase Total Program Hours for the Bachelor of Science in Elementary Grades Education

To: Members of the Board of Supervisors

Date: January 25, 2019

1. Significant Board Matter

Pursuant to Article VII, Section 1, Paragraph A of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

- A. 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 Matter

LSU A&M requests to increase the total hours of the Bachelor of Science degree in Elementary Grades Education (ELED), Grades 1-5. The Louisiana Board of Elementary and Secondary Education, in collaboration with the Board of Regents, adopted updated regulations for teacher preparation programs within the state to include yearlong classroom residency alongside an experienced mentor teacher, coupled with a competency-based curriculum that provides teacher candidates with the knowledge and skills needed to prepare for their first day of teaching.

The current ELED program is comprised of 120-122 total hours dependent on the introductory MATH one chooses. In communication with Board of Regents support staff, the Elementary Grades Teacher Education Program faculty approved the increase in hours to 129 to reflect adherence to research and best practices, the yearlong residency, and core competencies.

After lengthy discussions and routing processes, the new curriculum:

- Is built on cohesion, rigor, and relevance, including a heavily field-based program, highlighting K-5 student learning.
- Is aligned to PRAXIS test content (required for teacher licensure); also includes a comprehensive evaluation process including dispositional assessment.
- Contains a capstone year-long residency, pairing content and pedagogical knowledge with K-5 student learning.
- Is the sole state provider of a Grades 1-5 Teacher Ed Program with a 12-hour literacy block featuring a course, which integrates discipline-specific content in English Language Arts (ELA), math, science, and social studies w/ quality, vetted children's literature.
- Is the sole state provider of a Grades 1-5 Teacher Ed Program with an arts integration course, which integrates the arts with discipline-specific content in ELA, math, science, and social studies.

The increased program hours fall in line with several other elementary education programs in the state.

3. Review of Documents Related to Referenced Matter

A Form D: Request for Adding/Changing/Dropping a Curriculum along with a memo from the dean of the College of Human Sciences and Education, affirming internal routing process completion, is on file with the Office of Academic Affairs.

4. Certification of Compliance with Article III, Section 7 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 an increase in hours to the B.S. in Elementary Grades Education, Grades 1-5 from 120-122 to 129.



**Request from LSU Health Sciences Center – New Orleans to Create an
Advanced Standing Internationally-Educated Dentist Program**

To: Members of the Board of Supervisors

Date: January 25, 2019

1. Significant Board Matter

Pursuant to Article VII, Section 1, Paragraph A of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

- A. 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 Matter

Foreign trained dentists who immigrate to the United States are currently precluded from practicing dentistry, although they may exhibit skill levels and experience that exceed licensure requirements, because they may not be licensed without receipt of a Doctor of Dental Surgery degree from a U.S. dental school approved by the Commission on Dental Accreditation.

To address this challenge and expand opportunity for dental patient care, research and teaching, 36 of the 66 U.S. dental schools have established advanced standing programs for foreign-trained dentists, accepting anywhere from five to one hundred students. Such advanced standing international students who hold foreign dental degrees and who meet certain U.S. dental school admissions criteria are given credit for the first two years of dental training and then are required to successfully complete the last two years of dental school, after which they are granted a D.D.S. degree. More than 3,000 internationally trained dentists apply for admission to these advanced standing programs each year. The new IEDP program proposed for the LSUHSC-NO School of Dentistry is modeled on these similar programs.

LSU Health Sciences Center at New Orleans (LSUHSC-NO) requests approval to develop and implement an Internationally-Educated Dentist Program (IEDP) at its School of Dentistry, with the intention of accepting, with advanced standing, up to five international students per year, resulting in an eventual net increase in enrollment of ten students. Qualified applicants, who must be proficient in English, will be enrolled in the Pre-doctoral Program (DDS) as third-year dental students following successful completion of a preclinical assessment/evaluation component. Once enrolled in the DDS program, each IEDP student must satisfactorily complete the third and fourth-year curriculum as prescribed. No waiver of classes will be granted. The School of Dentistry expects all applicants to and students of the Program in Dentistry to meet all Technical Standards for the Profession as stated in the LSU Health New Orleans Catalog. Tuition for IEDP students to complete the requirements of the D.D.S. degree in two years at LSUHSC-NO will be equivalent to that charged for out-of-state tuition for the full D.D.S.

degree. As these IEDP students will be immersed in the current 3rd and 4th year degree program in dentistry, no curricular changes or significant departmental expansion is required.

Creation of an IEDP program at the LSUHSC-NO School of Dentistry is important as a means to:

1. Address demographic and population shifts;
2. Enhance access to dental care;
3. Facilitate globalization of education;
4. Foster a more robust cultural environment and enhanced social awareness;
5. Meet the growing challenges of faculty recruitment and retention by nurturing future dental educators and clinician-scientists; and
6. Increase revenues to support critical initiatives, like scholarships and the rural scholars program, that expand oral health services to vulnerable populations.

3. Review of Business Plan

The cost of adding an IEDP to the School of Dentistry is anticipated to be minimal, with marked enhancement of sustainable revenue to the institution projected in the near term. As the bulk of educational focus will be in the area of clinical sciences and patient care, additional revenues will be generated.

Once the IEDP admissions pathway is approved, the School of Dentistry proposes to implement in Spring 2020. The proposed mandatory tuition and fees, comparable to non-resident students taking the regular D.D.S. program, is as follows:

Tuition and Fees	Spring Semester	1st Half	2nd Half
Tuition	\$7,590	\$28,049	\$28,049
Operational Fee	\$198	\$198	\$198
Academic Excellence Fee	\$150	\$150	\$150
Safety and Security Fee	\$125	\$125	\$125
Building Use Fee	\$60	\$60	\$60
Technology Fee	\$75	\$75	\$75
Student Housing Fee	\$46	\$46	\$46
Student Health Services Fee	\$69	\$69	\$69
General Activity Fee	\$27	\$27	\$27
Student Excellence Fee		\$2,613	\$2,613
Total Resident	\$8,340	\$31,412	\$31,412
Non-Resident Fee	\$14,733	\$14,733	\$14,733
Total Non-Resident	\$23,073	\$46,145	\$46,145

4. Review of Documents Related to Referenced Matter

A detailed proposal and memo from the campus head are on file with the LSU Office of Academic Affairs.

5. Certification of Compliance with Article III, Section 7 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 create an Internationally-educated Dentist Program in the School of Dentistry.



Request from LSU A&M to Approve the Establishment of the Dale Jenkins Family Scholarship

To: Members of the Board of Supervisors

Date: January 25, 2019

1. Significant Board Matter

Pursuant to Article VII, Section 1, Paragraph A of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

- A. 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 Board of Regents Support Fund (BoRSF) Endowed Superior Graduate Student Scholarship Subprogram matches non-State contributions of at least \$60,000 with \$40,000 from the BoRSF to create endowed scholarships to support graduate and first-professional students as well as post-doctoral fellows. Income above corpus may be used to benefit the student recipient in the form of scholarships, fellowships, and experiential opportunities, including internships, externships, conference travel, and field work.

Significant donations have been made to the LSU Foundation to establish an Endowed Superior Graduate Student Scholarship that qualifies for BoRSF matching funds. LSU A&M is therefore requesting approval to establish the following:

a) **Dale Jenkins Family Scholarship - \$60,000**

The Dale Jenkins Family Scholarship shall benefit full-time graduate students or post-doctoral fellows pursuing a degree in the E. J. Ourso College of Business's Department of Accounting with a minimum cumulative grade point average of 3.5. Financial need may be a consideration in selection.

3. Review of Documents Related to Referenced Matter

A memo from the campus head requesting the establishment of the Dale Jenkins Family Scholarship is on file at the LSU Office of Academic Affairs, and the gift agreement is on file at the appropriate foundation.

4. Certification of Compliance with Article III, Section 7 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 of Louisiana State University and Agricultural and Mechanical College does hereby approve the request to establish the Dale Jenkins Family Scholarship in the E. J. Ourso College of Business at LSU; and

BE IT FURTHER RESOLVED that the President, as may be appropriate, is hereby authorized to execute any documents required to obtain matching gifts and otherwise complete the establishment of the Dale Jenkins Family Scholarship in the E. J. Ourso College of Business.



Request from LSU Agricultural Center to Establish the Louisiana Rice Research Board Chair for Excellence in Rice Research

To: Members of the Board of Supervisors

Date: January 25, 2019

1. Significant Board Matter

Pursuant to Article VII, Section 1, Paragraph A of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

A. 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 Louisiana State University Agricultural Center (“AgCenter”), through its research arm the Louisiana Agricultural Experiment Station, operates the H. Rouse Caffey Rice Research Station, providing a dedicated rice research program which over the last 100 years has developed numerous rice varieties that have increased rice yields, improved grain quality and enhanced disease resistance, and developed new technologies and improvements in production practices, such as pest management and water use efficiencies.

The AgCenter therefore requests approval to establish the Louisiana Rice Research Board Chair for Excellence in Rice Research (“Chair”) based on a grant to the LSU Foundation of \$1,000,000 from the Louisiana Rice Research Board. The endowment will provide perpetual support for rice research and enhance the State’s competitiveness in the rice industry by enhancing the AgCenter’s competitiveness among Land Grant Universities seeking to employ and retain eminent rice research scientists as well as fund their programs and projects.

The Chair shall be held by the Supervisor (Resident Director, Resident Coordinator or Research Coordinator) of the H. Rouse Caffey Rice Research Station (HRCRRS) and used for research activities. Funds may be used for salary supplements and other support of the academic, scholarly and professional activities related to rice research, such as instruction, research, travel, equipment, materials, faculty improvement, HRCRRS operating procedures and graduate student support, subject to approval by the AgCenter Vice President and in accordance with LSU Foundation and LSU Board of Supervisors policies. It is preferred that the Chair holder be provided with flexible resources to advance HRCRRS research and outreach activities. The Chair holder shall present an annual report of activities to the AgCenter Vice President and at the annual project review meeting of the Grantor.

3. Review of Documents Related to Referenced Matter

A memo from the campus head requesting the establishment of the Louisiana Rice Research Board Chair for Excellence in Rice Research is on file at the LSU Office of Academic Affairs, and the gift agreement is on file at the appropriate foundation.

4. Certification of Compliance with Article III, Section 7 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 of Louisiana State University and Agricultural and Mechanical College does hereby approve the request to establish the Louisiana Rice Research Board Chair for Excellence in Rice Research at the LSU Agricultural Center.



Request from LSU Eunice to Approve the Establishment of the Eunice Rotary Club Outreach Scholarship

To: Members of the Board of Supervisors

Date: January 25, 2019

1. Significant Board Matter

Pursuant to Article VII, Section 1, Paragraph A of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

- A. 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 Matter

The competitive Board of Regents Endowed Two-Year Student Workforce Scholarship 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. This subprogram replaces the Enhancement Subprogram for Two-Year Institutions. LSU Eunice is therefore requesting approval to establish the following:

- a) Eunice Rotary Club Outreach Scholarship
Contributions have been made to the Eunice Rotary Club Outreach Scholarship for a student in STEM field who plans to transfer to obtain 4-year degree.

3. Review of Documents Related to Referenced Matter

A memo from the campus head requesting the establishment of the Eunice Rotary Club Outreach Scholarship is on file at the LSU Office of Academic Affairs, and the gift agreement is on file at the appropriate foundation.

4. Certification of Compliance with Article III, Section 7 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 Eunice Rotary Club Outreach Scholarship; and

BE IT FURTHER RESOLVED that the President, as may be appropriate, is hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the Eunice Rotary Club Outreach Scholarship.



**Request from LSU Eunice to Augment the Heart of Nursing Endowed
Two-Year Student Workforce Scholarship**

To: Members of the Board of Supervisors

Date: January 25, 2019

1. Significant Board Matter

Pursuant to Article VII, Section 1, Paragraph A of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

- A. 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 Matter

The 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 (see Section V); 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. This subprogram replaces the Enhancement Subprogram for Two-Year Institutions.

On December 8, 2017, the Board of Supervisors approved the establishment of the Heart of Nursing Scholarship for students majoring in nursing. This scholarship consisted of \$10,000 in private donations; it was subsequently matched with an additional \$10,000 from the Board of Regents. LSU Eunice has received an additional \$10,000 in private donations to augment the scholarship and subsequently requests an additional \$10,000 in BoRSF matching funds.

3. Review of Documents Related to Referenced Matter

A memo from the campus head requesting the establishment of the Heart of Nursing is on file at the LSU Office of Academic Affairs, and the gift agreement is on file at the appropriate foundation.

4. Certification of Compliance with Article III, Section 7 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 of Louisiana State University and Agricultural and Mechanical College does hereby approve the request to augment the Heart of Nursing Scholarship from LSU Eunice; and

BE IT FURTHER RESOLVED that the President, as may be appropriate, is hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the request for the Heart of Nursing Scholarship at LSU Eunice.



**Request from LSU Health Sciences Center – New Orleans to Approve
the Establishment of the Gerald S. and Joan Berenson Chair in Healthy
Aging and Longevity**

To: Members of the Board of Supervisors

Date: January 25, 2019

1. Significant Board Matter

Pursuant to Article VII, Section 1, Paragraph A of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

- A. 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 Matter

The Board of Regents Support Fund Endowed Chairs Program matches non-State contributions of at least \$600,000 with \$400,000 from the BoRSF to create endowed chairs to recruit outstanding faculty.

Significant donations have been made to the LSU Health Foundation, New Orleans to establish a chair that qualifies for matching funds.

- a) **The Gerald S. and Joan Berenson Chair in Healthy Aging and Longevity - \$600,000**
This chair will be housed in the LSU School of Medicine, Department of Medicine, Section of Cardiology and will be used to recruit an outstanding clinician/researcher to the Section of Cardiology.

3. Review of Documents Related to Referenced Matter

A memo from the campus head requesting the establishment of the Gerald S. and Joan Berenson Chair in Healthy Aging and Longevity is on file at the LSU Office of Academic Affairs, and the gift agreement is on file at the appropriate foundation.

4. Certification of Compliance with Article III, Section 7 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 of Louisiana State University and Agricultural and Mechanical College does hereby approve the request from LSU Health Sciences- New Orleans to establish the Gerald S. and Joan Berenson Chair in Healthy Aging and Longevity; and

BE IT FURTHER RESOLVED that the President, as may be appropriate, is hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the Gerald S. and Joan Berenson Chair in Healthy Aging and Longevity.



**Request from LSU Health Sciences Center – New Orleans to Approve
the Establishment of 3 Endowed Professorships**

To: Members of the Board of Supervisors

Date: January 25, 2019

1. Significant Board Matter

Pursuant to Article VII, Section 1, Paragraph A of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

- A. 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 Matter

The Board of Regents Support Fund (BoRSF) for Endowed Professorships Program provides matching dollars to campuses to create endowed professorships that 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. LSU Health Sciences Center – New Orleans has received contributions to establish the following endowed professorships:

- a) **The L. Allen Barker, PhD Professorship of Pharmacology - \$80,000**
This is one of three professorships created through the bequest of former faculty member, Dr. Allen Barker. It will be used to retain an outstanding pharmacology faculty member and provide them with additional funding for research projects.
- b) **The L. Allen Barker, PhD Professorship of Pharmacology Education - \$80,000**
This is the second of three professorships created through the bequest of former faculty member, Dr. Allen Barker. It will be used to retain an outstanding faculty member and provide them with additional funding for research projects.
- c) **Joseph M. Moerschbaecher III, PhD Professorship of Pharmacology - \$80,000**
This is the third of three professorships created through the bequest of former faculty member, Dr. Allen Barker. It will be used to retain an outstanding pharmacology faculty member and provide them with additional funding for research projects.

3. Review of Documents Related to Referenced Matter

A memo from the campus head requesting the establishment of these professorships is on file at the LSU Office of Academic Affairs, and the gift agreements are on file at the appropriate foundation.

4. Certification of Compliance with Article III, Section 7 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 of Louisiana State University and Agricultural and Mechanical College does hereby approve the request from LSU Health Sciences- New Orleans to establish the following 3 endowed professorships:

- 1) The L. Allen Barker, PhD Professorship of Pharmacology
- 2) The L. Allen Barker, PhD Professorship of Pharmacology Education
- 3) Joseph M. Moerschbaecher III, PhD Professorship of Pharmacology

BE IT FURTHER RESOLVED that the President, as may be appropriate, is hereby authorized and directed to execute any documents required to obtain the matching gifts and otherwise complete the establishment of the L. Allen Barker, PhD Professorship of Pharmacology, the L. Allen Barker, PhD Professorship of Pharmacology Education, and the Joseph M. Moerschbaecher III, PhD Professorship of Pharmacology.



Request from LSU Health Sciences Center – New Orleans to Convert the Prince Abdulaziz Chair in Retinal Disease to the Prince Abdulaziz Scholarship Fund for the Study of Retinal and Other Eye Diseases

To: Members of the Board of Supervisors

Date: January 25, 2019

1. Significant Board Matter

Pursuant to Article VII, Section 1, Paragraph A of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

- A. 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 Matter

In 1998, the Prince Abdulaziz Chair in Retinal Disease was established and received matching funds under the Louisiana Board of Regents Support Fund Endowed Chair Program. LSU Health Sciences Center – New Orleans has not been able to successfully recruit a researcher in retinal degenerations/retinitis pigmentosa to the Prince Abdulaziz Chair in Retinal Disease. Nationwide, there are very few retinal degeneration/retinitis pigmentosa specialists, and they are very much in demand.

LSU Health Sciences Center – New Orleans would like to maximize the effectiveness of this previous donation by moving the Prince Abdulaziz Chair in Retinal Disease to the Superior Graduate Student Scholarship program. This would provide much needed funds to ophthalmology residents and fellow trainees in good standing to present their research at national and international conferences, to send these residents to clinical and board review courses, and to provide them with ophthalmology instrumentation or books – all of which would make the department more competitive in securing the best residents to train in New Orleans.

The LSU Health Foundation – New Orleans has tried for many years to secure the donor's contact information, including contacting the embassy, without success.

3. Review of Documents Related to Referenced Matter

A memo from the campus head requesting this conversion is on file at the LSU Office of Academic Affairs, and the gift agreement is on file at the appropriate foundation.

4. Certification of Compliance with Article III, Section 7 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 of Louisiana State University and Agricultural and Mechanical College does hereby approve the request from LSU Health Sciences- New Orleans to convert the Prince Abdulaziz Chair in Retinal Disease to the Prince Abdulaziz Scholarship Fund for the Study of Retinal and Other Eye Diseases.

BE IT FURTHER RESOLVED that the President, as may be appropriate, is hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the conversion of the Prince Abdulaziz Chair in Retinal Disease to the Prince Abdulaziz Scholarship Fund for the Study of Retinal and Other Eye Diseases.



**Request from LSU Health Sciences Center New Orleans to
Approve Mandatory Tuition and Fees for New Programs and to
Implement or Increase Fees Pursuant to the Authority Granted in
HB 113 of the 2017 Legislative Session**

To: Members of the Board of Supervisors

Date: January 25, 2019

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

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

1. Summary of the Matter and Review of Business Plan

Louisiana State University Health Sciences Center – New Orleans (LSUHSCNO) wishes to address mandatory tuition and fees in three groups: setting tuition and fees for new programs; adjustments to fees in certain programs to consistently apply existing fees across programs; and proposed implementation of fees or increases or decreases of existing fees under the authority granted by Act 293 of the 2017 Regular Legislative Session.

Tuition and fee setting for new programs

LSUHSCNO School of Public Health was recently granted approval for a Bachelor of Science Program in Public Health (BS Public Health) to begin Fall 2019. The BS Public Health will prepare students through education and training for employment in entry-level and mid-level positions in a wide array of health-related organizations, including public health departments, non-profits, research centers, and healthcare businesses. Students will complete foundational courses (60 credits) at any accredited college or university and apply to the School of Public Health for admission into the program for their Junior-Senior years (60 credits). The tuition and mandatory fees are proposed to be set as shown in the following table:

Tuition and Fees	Fall	Spring	Summer
Tuition	\$4,429.16	\$4,429.16	\$2,214.58
Operational Fee	\$55.00	\$55.00	\$27.50
Academic Excellence Fee	\$120.00	\$120.00	\$60.00
Safety and Security Fee	\$100.00	\$100.00	\$50.00
Building Use Fee	\$48.00	\$48.00	\$24.00
Technology Fee	\$60.00	\$60.00	\$30.00
Student Housing Fee	\$45.50	\$45.50	\$35.00
Student Health Services Fee	\$60.00	\$60.00	\$17.50
General Activity Fee	\$24.50	\$24.50	\$0.00
Student Excellence Fee	\$784.00	\$784.00	\$392.00
Total Resident	\$5,726.16	\$5,726.16	\$2,850.58
Non-Resident Fee	\$5,726.16	\$5,726.16	\$2,850.58
Total Non-Resident	\$11,452.32	\$11,452.32	\$5,701.16

The proposed mandatory tuition and fee schedule for the new public health undergraduate program was designed to be comparable to the resident undergraduate tuition and fees at LSU A&M.

LSUHSCNO School of Nursing is proposing that a separate tuition and fee schedule be approved for the Doctor of Nursing Practice - Nurse Anesthesia program in the School of Nursing. When the masters programs were transitioned from master degrees to a doctorate, all concentrations were combined and provided with the same tuition and fee schedule. However, LSUHSCNO proposes to convert the Nurse Anesthesia concentration into its own program with a separate tuition and fee schedule that accounts for the higher cost of the program. The tuition and mandatory fees are proposed to be set as shown in the following table:

Tuition and Fees	Fall	Spring	Summer
Tuition	\$8,211.60	\$8,211.60	\$4,102.80
Operational Fee	\$135.50	\$135.50	\$68.00
Academic Excellence Fee	\$90.00	\$90.00	\$60.00
Safety and Security Fee	\$100.00	\$100.00	\$50.00
Building Use Fee	\$48.00	\$48.00	\$24.00
Technology Fee	\$45.00	\$45.00	\$30.00
Student Housing Fee	\$45.50	\$45.50	\$35.00
Student Health Services Fee	\$55.00	\$55.00	\$27.50
General Activity Fee	\$24.50	\$24.50	\$0.00
Student Excellence Fee	\$1,800.00	\$1,800.00	\$900.00
Total Resident	\$10,555.10	\$10,555.10	\$5,297.30
Non-Resident Fee	\$6,541.09	\$6,541.09	\$3,272.55
Total Non-Resident	\$17,096.19	\$17,096.19	\$8,569.85

Adjustments to fees in certain programs to consistently apply existing fees across programs

In December of 1999, the LSU Board of Supervisors approved a Student Health Services Fee, a Student Housing Fee and to separate out the General Activity Fee. The Student Health Services Fee is restricted for the purpose of the LSUHSCNO’s outstanding bonds and Health Services programs and was approved at \$137.50 per enrolled student. The Student Housing Fee is restricted for the purpose of the LSUHSCNO’s outstanding bonds and for housing programs and was approved at \$126 per full-time student. The General Activity Fee was approved as \$54.50 for the Dental School and \$49.00 for the other programs. The majority of the LSUHSCNO programs charged these consistently. However, there are a few programs that need adjustments to have these existing fees consistently applied. The requested adjustments are reflected in the following table:

School/Program	Fee	Adjustment
SOPH-MPH	Student Housing	Decrease \$6 in Fall & decrease \$6 in Spring
SOPH-MS and Ph.D.	Student Housing	Decrease \$6 in Fall & decrease \$6 in Spring
SOPH-MS and Ph.D.	General Activity	Increase \$12 and apply ½ Fall and ½ Spring
GS-Graduate Studies	General Activity	Increase \$12 and apply ½ Fall and ½ Spring
GS-Graduate Studies	Student Housing	Decrease \$6 in Fall & decrease \$6 in Spring
SOD-Dental Hygiene	Student Health Services	Increase \$17.50 and apply ½ in Fall and ½ in Spring
SOD-Dental Lab Tech	Student Health Services	Increase \$17.50 and apply ½ in Fall and ½ in Spring
SOD-Advanced Dental Education	General Activity	Increase \$5.50 and apply ½ in fall and ½ in Spring
SON-Graduate Except DNP & DNP-Nurse Anesthesia	Student Housing	Decrease \$6 in Fall & decrease \$6 in Spring
SON-Graduate Except DNP & DNP-Nurse Anesthesia	General Activity	Increase \$12 and apply ½ Fall and ½ Spring
SON-DNP Except Nurse Anesthesia	Student Housing	Increase \$35 and apply \$9 in Fall and Spring and \$17 in summer.

Proposed implementation of fees or increases or decreases of existing fees

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

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

In addition to the proposals discussed above, LSUHSCNO is also requesting changes to mandatory fees per the authority granted under House Bill 113 beginning with the Fall 2019 semester or Academic Year 2019-2020 for its MPH, M.S. and PhD graduate programs in Public Health, its D.D.S and Dental Hygiene programs in the School of Dentistry, its CARE undergraduate program in the School of Nursing and the DNP-Nurse Anesthesia program. The requested adjustments are reflected in the following table:

School/Program	Fee	Adjustment
SOPH-MPH	Student Excellence Fee	Implement fee at \$400 per semester in Fall and Spring and \$200 in summer
SOPH – MPH	Non-Resident Fee	Increase fee by \$411 per semester in Fall and Spring and \$206 in summer
SOPH-MS and Ph.D.	Student Excellence Fee	Implement fee at \$100 per semester in Fall and Spring and \$50 in summer
SOPH-MS and Ph.D.	Non-Resident Fee	Decrease fee by \$845 per semester in Fall and Spring and \$422 in summer
SOD-D.D.S	Student Excellence Fee	Increase fee by \$369 in the 1 st half and by \$369 in the 2 nd half
SOD-D.D.S	Non-Resident Fee	Decrease fee by \$369 in the 1 st half and by \$369 in the 2 nd half
SOD-Dental Hygiene	Student Excellence Fee	Increase fee by \$1,236 per semester in Fall and Spring ¹
SON – C.A.R.E. Undergraduate	Student Excellence Fee	Implement fee at 692.50 per semester for Fall, Spring, and Summer in AY 19-20 and by \$346 per semester for Fall, Spring, and Summer in AY 20-21.
SON – DNP Nurse Anesthesia	Student Excellence Fee	Increase fee by \$1,800 per semester for Fall and Spring and \$900 in summer beginning in Fall 2020.

Although several of LSUHSNO’s programs implemented a Student Excellence Fee beginning in Fall 2018, the programs above (exclusive of the School of Dentistry programs) did not do so at that time, but are seeking to do so beginning in Fall 2019 or Academic Year 2019-2020. Revenue generated from these proposed Student Excellence Fees are intended for supporting the recent faculty and staff merit increase program, mandated costs, recruiting, retention, promotion and training of key faculty, and support for instruction and support services of the university.

2. Fiscal Impact

Attachment I shows the program implementation and fee changes by program for resident and non-resident students. The net changes will generate estimated revenue of \$1.49 million (gross) and \$1.44 million (net). Attachment I also shows that even after the proposed fee changes, most of these programs will still be lagging the amounts charged by their peers by between 0.00% - 46.89% for residents and between 2.93% - 58.17% for non-residents.²

¹ The proposed increase for Dental Hygiene will apply only to those students entering the program in Fall 2019 and thereafter.

² The peer group tuition and fees for the MPH, M.S. and PhD and the Undergraduate Public Health program was projected using the 5 year annual change in the Higher Education Price Index (HEPI) at public institutions in the southern region that are listed as full members of the Association of Schools of Public Health. The undergraduate peers are limited to institutions offering an undergraduate program in public health. The peer group tuition and fees for the Graduate Studies program was projected using the 5 year average annual change in HEPI for graduate programs at public institutions in the southern region, but is not limited to programs in health science studies. The peer group tuition and fees for the D.D.S. program was projected using the 5 year average annual change in HEPI at public institutions in the southern region that operate Dental schools. The peer group tuition and fees for the Dental Hygiene program and the Dental Lab Tech program was projected using the 5 year average annual change in HEPI at public institutions in the southern region, limited to programs that offer graduate dentistry studies, but tuition data is not specific to dental hygiene or dental lab tech. The peer group tuition and fees for the Nursing Undergraduate Program was projected using the 5 year average annual change in HEPI for undergraduate programs at public institutions in the southern region that are current members of the Council on Collegiate Education for Nursing (CCEN) and offer bachelor programs in nursing. The peer group tuition and fees for Nursing Graduate program was projected using the 5 year annual change in the HEPI at public institutions in the southern region that are current members of the CCEN and offer both master’s and doctoral programs, but tuition is not specific to nursing. The peer

3. Review of Legal Documents

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

4. Parties of Interest

N/A

5. Related Transactions

N/A

6. Conflicts of Interest

N/A

ATTACHMENTS

I. Proposed Annual Tuition and Fees for Full-Time Students

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (Board) that the Board approves setting tuition and fees new programs, adjusting fees in certain programs to consistently apply historically approved fees across programs, and approving implementation of fees or increases or decreases of existing fees; and

BE IT FURTHER RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (Board) that the Board approves the mandatory tuition and fee schedule for the undergraduate in public health at \$5,726.16 for residents and \$11,452.32 for non-residents for the fall and spring semesters and at \$2,850.58 for residents and \$5,701.16 for the summer semester beginning in Fall 2019; and,

BE IT FURTHER RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (Board) that the Board approves the mandatory tuition and fee schedule for the Doctor of Nursing Practice - Nurse Anesthesia at \$10,555.10 for residents and \$17,096.19 for non-residents for the fall and spring semesters and at \$5,297.30 for residents and \$8,569.85 for the summer semester beginning in Fall 2019; and,

BE IT FURTHER RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (Board) that the Board approves adjustments to fees in certain programs to consistently apply historically approved fees across programs by decreasing the Student Housing Fee by \$6 in the Fall and Spring semesters in the School of Public Health Graduate Programs MPH and M.S. and PhD, the Graduate Studies program, and the SON-Graduate Programs Except DNP & DNP- Nurse Anesthesia and increasing the Student Housing fee by \$35 in the School of Nursing DNP –

group tuition and fees for the Doctorate in Nursing Practice and the DNP-Anesthesia was projected using the 5 year annual change in the HEPI at institutions with accredited programs for Nurse Anesthesia according to the American Association of Nurse Anesthetists.

Except Nurse Anesthesia program and applying it \$9 for the Fall and Spring and \$17 for the Summer; and,

BE IT FURTHER RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (Board) that the Board approves adjustments to fees in certain programs to consistently apply historically approved fees across programs by increasing the General Activity Fee by \$12 and apply ½ in the Fall and ½ in the Spring in the School of Public Health M.S. and PhD Graduate Program, Graduate Studies program, and School of Nursing Graduate Except DNP & DNP-Nurse Anesthesia Programs, and by increasing the General Activity Fee by \$5.50 and apply ½ in the Fall and ½ in the Spring in the School of Dentistry Advanced Dental Education program; and,

BE IT FURTHER RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (Board) that the Board approves adjustments to fees in certain programs to consistently apply historically approved fees across programs by increasing the Student Health Services Fee by \$17.50 and apply ½ in the Fall and ½ in the Spring in the School of Dentistry programs of Dental Hygiene and Dental Lab Tech; and,

BE IT FURTHER RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (Board) that the Board approves the proposed Student Excellence Fee for the MPH program in the School of Public Health at \$1,000 per academic year beginning with Academic Year 2019-2020; and,

BE IT FURTHER RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (Board) that the Board approves the proposed increase in Non-Resident Fee for the MPH program in the School of Public Health at \$1,028 per academic year beginning with Academic Year 2019-2020; and,

BE IT FURTHER RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (Board) that the Board approves the proposed Student Excellence Fee for the Graduate M.S. and PhD programs in the School of Public Health at \$250 per academic year beginning with Academic Year 2019-2020; and,

BE IT FURTHER RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (Board) that the Board approves the proposed decrease in Non-Resident Fee for the Graduate M.S. and PhD programs in the School of Public Health at \$2,112 per academic year beginning with Academic Year 2019-2020; and,

BE IT FURTHER RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (Board) that the Board approves the increase in the Student Excellence Fee for the D.D.S program in the School of Dentistry at \$738 per academic year beginning with Academic Year 2019-2020; and,

BE IT FURTHER RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (Board) that the Board approves the proposed decrease in Non-Resident Fee for the D.D.S. program in the School of Dentistry at \$738 per academic year beginning with Academic Year 2019-2020; and,

BE IT FURTHER RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (Board) that the Board approves the increase in the Student Excellence Fee for the Dental Hygiene program in the School of Dentistry at \$2,472 per academic year

beginning with Academic Year 2019-2020. This increase will apply only to those Dental Hygiene students entering the program in Fall 2019 and thereafter; and,

BE IT FURTHER RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (Board) that the Board approves the proposed Student Excellence Fee for the C.A.R.E. Undergraduate Nursing program at \$2,078 per academic year beginning in Academic Year 2019-20 and at \$1,038 per academic year beginning in Academic Year 2020-2021; and,

BE IT FURTHER RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (Board) that the Board approves the increase in the Student Excellence Fee for the Graduate Nursing programs - Doctor of Nurse Practitioner – Anesthesia at \$4,500 per academic year beginning in AY 2020-2021; and,

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

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

RESIDENT		CHANGE							PEER GROUP		
		LSUHSC-NO	FTE	Change			Need Base Aid	Net	Peer Group	Difference after Inc.	
Program		2018-19		\$	After Inc	Gross \$	5%	\$	FY2019-2020	\$	%
Undergraduate Public Health ¹	Fall & Spring Semesters	\$0	30	\$11,452	\$11,452	343,570	\$0	343,570	\$10,176	\$1,276	12.54%
Public Health - MPH ²	Academic Year	\$12,324	47	\$988	\$13,312	46,436	\$2,322	44,114	\$14,316	(\$1,004)	-7.02%
Public Health - MS & PhD ³	Academic Year	\$13,089	9	\$250	\$13,339	2,250	\$113	2,137	\$14,316	(\$978)	-6.83%
Graduate Studies ⁴	Fall & Spring Semesters	\$10,327	48	\$0	\$10,327	0	\$0	0	\$11,197	(\$870)	-7.77%
Undergraduate Nursing - CARE ⁵	Fall & Spring Semesters	\$6,922	82	\$1,385	\$8,307	113,986	\$5,699	108,287	\$9,694	(\$1,387)	-14.30%
Graduate Nursing - DNP - Except Nurse Anesthesia ⁶	Academic Year	\$21,873	68	\$35	\$21,908	2,380	\$119	2,261	\$23,617	(\$1,709)	-7.24%
Graduate Nursing - DNP - Nurse Anesthesia ⁷	Academic Year	\$21,873	109	\$4,535	\$26,408	494,315	\$24,716	469,599	\$23,617	\$2,791	11.82%
Graduate Nursing - Except DNP and DNPNA ⁸	Fall & Spring Semesters	\$9,746	9	\$812	\$10,558	7,308	\$365	6,943	\$12,520	(\$1,962)	-15.67%
Dentistry - D.D.S. ⁹	Academic Year	\$34,403	231	\$738	\$35,141	170,478	\$8,524	161,954	\$35,141	(\$0)	0.00%
Dentistry - Dental Lab Tech ¹⁰	Academic Year	\$6,292	5	\$18	\$6,309	88	\$4	84	\$10,327	(\$4,017)	-38.90%
Dentistry - Dental Hygiene ¹¹	Fall & Spring Semesters	\$7,856	75	\$2,490	\$10,345	186,713	\$9,336	177,377	\$10,327	\$18	0.18%
Dentistry - Advanced Dental Education ¹²	Academic Year	\$9,136	41	\$6	\$9,142	226	\$11	214	\$17,213	(\$8,071)	-46.89%

	Gross	Net
Dental	357,669	339,785
Nursing	733,014	\$696,363
Public Health	\$404,184	\$401,152
Graduate Studies	\$0	\$0
	\$1,494,866	\$1,437,300

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

NON-RESIDENT		CHANGE							PEER GROUP		
		LSUHSC-NO	FTE	Change	Change	Need Base Aid	Net	Peer Group	Difference after Inc.		
Program		2018-19		\$	After Inc	Gross \$	5%	\$	FY 2019-2020	\$	%
Undergraduate Public Health ¹	Fall & Spring Semesters	\$0	0	\$22,905	\$22,905	0	\$0	0	\$28,266	(\$5,361)	-18.97%
Public Health - MPH ²	Academic Year	\$19,601	17	\$2,016	\$21,617	34,272	\$1,714	32,558	\$30,879	(\$9,262)	-30.00%
Public Health - MS & PhD ³	Academic Year	\$25,361	12	-\$1,862	\$23,499	-22,344	-\$1,117	-21,227	\$30,879	(\$7,380)	-23.90%
Graduate Studies ⁴	Fall & Spring Semesters	\$20,418	20	\$0	\$20,418	0	\$0	0	\$22,686	(\$2,268)	-10.00%
Undergraduate Nursing - CARE ⁵	Fall & Spring Semesters	\$13,705	14	\$1,385	\$15,090	18,698	\$935	17,763	\$24,248	(\$9,158)	-37.77%
Graduate Nursing - DNP - Except Nurse Anesthesia ⁶	Academic Year	\$38,227	8	\$35	\$38,262	280	\$14	266	\$41,860	(\$3,598)	-8.59%
Graduate Nursing - DNP - Nurse Anesthesia ⁷	Academic Year	\$38,227	21	\$4,535	\$42,762	95,235	\$4,762	90,473	\$41,860	\$902	2.15%
Graduate Nursing - Except DNP and DNPNA ⁸	Fall & Spring Semesters	\$19,026	1	\$812	\$19,838	812	\$41	771	\$24,879	(\$5,042)	-20.26%
Dentistry - D.D.S. ⁹	Academic Year	\$63,869	22	\$0	\$63,869	0	\$0	0	\$65,799	(\$1,930)	-2.93%
Dentistry - Dental Lab Tech ¹⁰	Academic Year	\$11,817	0	\$18	\$11,835	0	\$0	0	\$28,290	(\$16,455)	-58.17%
Dentistry - Dental Hygiene ¹¹	Fall & Spring Semesters	\$13,834	0	\$2,490	\$16,323	0	\$0	0	\$28,290	(\$11,967)	-42.30%
Dentistry - Advanced Dental Education ¹²	Academic Year	\$20,341	30	\$6	\$20,347	165	\$8	157	\$37,525	(\$17,179)	-45.78%

Proposal:

1. New Tuition and Fee Schedule for the Bachelor of Science degree in Public Health. Estimated 30 students in the first class. Assumed all residents in first class.
2. Public Health - MPH implement Student Excellence Fee by \$1,000 per academic year; increase Non-Resident Fee by \$1,028 per academic year; decrease Student Housing Fee by \$12 per academic year.
3. Public Health - MS & PHD implement Student Excellence Fee by \$250 per academic year; decrease Non-Resident Fee by \$2,112 per academic year; decrease Student Housing Fee by \$12 per academic year and increase General Activity Fee by \$12 per academic year.
4. Graduate Studies increase General Activity Fee by \$12 and decrease Student Housing Fee by \$12 per academic year.
5. Undergraduate Nursing - CARE implement Student Excellence Fee by \$2,078 per academic year in AY 2019-2020 and by \$1,038 per academic year in AY 2020-2021.
6. Graduate Nursing - DNP - Except Nurse Anesthesia increase Student Housing Fee by \$35 per academic year.
7. Graduate Nursing - Nurse Anesthesia - implement new tuition and fee schedule beginning Fall 2019 and increase Student Excellence Fee by \$4,500 per academic year in AY 2020-2021.
8. Graduate Nursing - Except DNP and DNPNA - increase General Activity Fee by \$12, decrease Student Housing Fee by \$12 and increase Student Excellence Fee by \$812 per academic year.
9. Dentistry - D.D.S. increase Student Excellence Fee by \$738 and decrease Non-Resident Fee by \$738 per academic year in AY 2019-2020.
10. Dentistry - Dental Lab Technician increase Student Health Services Fee by \$8.75 per semester.
11. Dentistry - Dental Hygiene increase Student Excellence Fee by \$1,236 per semester beginning in Fall 2019 and increase Student Health Services Fee by \$8.75 per semester.

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

RESIDENT		LSUHSC-NO	BOS Approved	LSUHSC-NO
		FY 2018-19	FY 2019-20	FY 2019-20
		Actual (1)	Increase (2)	Forecast (2)
Medicine - M.D.	Academic Year	\$32,937	\$0	\$32,937
Dentistry - D.D.S.	Academic Year	\$34,403	\$0	\$34,403
Dentistry - Dental Hygiene	Fall & Spring Semesters	\$7,856	\$0	\$7,856
Dentistry - Advanced Dental	Academic Year	\$9,136	\$0	\$9,136
Nursing - DNP	Academic Year	\$21,873	\$0	\$21,873
Nursing - BSN	Fall & Spring Semesters	\$8,307	\$692	\$8,999
Nursing - Graduate	Fall & Spring Semesters	\$9,747	\$812	\$10,559
Allied Health - D.P.T.	Academic Year	\$19,820	\$0	\$19,820
Allied Health - Au.D.	Academic Year	\$14,873	\$1,940	\$16,813
Allied Health M.P.A.S.	Academic Year	\$22,272	\$0	\$22,272
Allied Health - Graduate	Fall & Spring Semesters	\$10,327	\$0	\$10,327
Allied Health - Undergraduate	Fall & Spring Semesters	\$9,033	\$0	\$9,033
Graduate Studies	Fall & Spring Semesters	\$10,327	\$0	\$10,327
Public Health - Graduate	Academic Year	\$12,324	\$0	\$12,324
Public Health - Undergraduate	Fall & Spring Semesters	N/A	N/A	\$0

HEPI Adjusted using FY2017-18 Rate*		
Peer Group	Variance	
FY 2019-20	Projected Shortfall	
Forecast	\$	%
\$33,311	(\$374)	-1.1%
\$35,278	(\$875)	-2.5%
\$10,367	(\$2,511)	-24.2%
\$17,280	(\$8,143)	-47.1%
\$23,663	(\$1,791)	-7.6%
\$9,732	(\$733)	-7.5%
\$12,569	(\$2,010)	-16.0%
\$20,142	(\$322)	-1.6%
\$21,960	(\$5,147)	-23.4%
\$22,600	(\$328)	-1.5%
\$10,764	(\$437)	-4.1%
\$9,081	(\$49)	-0.5%
\$11,240	(\$913)	-8.1%
\$14,344	(\$2,020)	-14.1%
\$10,196	(\$10,196)	-100.0%

*FY 2017-2018 HEPI: 2.8%

Notes:

(1) All LSUHSC-NO tuition and fees are proposed tuitions as authorized in R.S. 17:3139(F) ("Grad Act"), Act 741 of the 2010 Legislative Session.

Building Use Fee has been added beginning 2013-14. Safety and Security Fee added beginning Spring semester 2015-16.

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

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

Student Excellence Fee added in the Fall 2018 semester or AY 2018-2019 for its Dental, Dental Hygiene, Graduate and Undergraduate Nursing (excluding Doctor of Nurse Practitioner and CARE) and A

(2) The following fees were approved by the BOS for AY 2019-2020:

(a) Graduate Nursing (Exclusive of Doctor of Nurse Practitioner) Increase Student Excellence Fee by \$812 in 19-20.

(b) Undergraduate Nursing Increase Student Excellence Fee by \$692 in 19-20.

(c) Doctor of Audiology Increase Student Excellence Fee by \$1,940 in 19-20.

LSUHSCNO 19-20 before increase request in January 2019.

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

NON-RESIDENT		LSUHSC-NO	BOS Approved	LSUHSC-NO	HEPI Adjusted us Peer Group FY 2019-20 Forecast
		FY 2018-19	FY 2019-20	FY 2019-20*	
		Actual	Increase (2)	Forecast (2)	
Medicine - M.D.	Academic Year	\$61,114	\$0	\$61,114	\$65,610
Dentistry - D.D.S.	Academic Year	\$63,869	\$0	\$63,869	\$66,055
Dentistry - Dental Hygiene	Fall & Spring Semesters	\$13,834	\$0	\$13,834	\$28,400
Dentistry - Advanced Dental	Academic Year	\$20,341	\$0	\$20,341	\$37,672
Nursing - DNP	Academic Year	\$38,227	\$0	\$38,227	\$41,942
Nursing - BSN	Fall & Spring Semesters	\$15,089	\$692	\$15,781	\$24,343
Nursing - Graduate	Fall & Spring Semesters	\$19,026	\$812	\$19,838	\$24,977
Allied Health - D.P.T.	Academic Year	\$39,134	\$0	\$39,134	\$39,748
Allied Health - Au.D.	Academic Year	\$27,469	\$1,940	\$29,409	\$43,869
Allied Health M.P.A.S.	Academic Year	\$44,118	\$0	\$44,118	\$45,688
Allied Health - Graduate Allied	Fall & Spring Semesters	\$20,404	\$0	\$20,404	\$24,313
Allied Health - Undergraduate	Fall & Spring Semesters	\$18,629	\$0	\$18,629	\$24,369
Graduate Studies	Fall & Spring Semesters	\$20,418	\$0	\$20,418	\$22,775
Public Health - Graduate	Academic Year	\$19,601	\$0	\$19,601	\$30,940
Public Health - Undergraduate	Fall & Spring Semesters	N/A	N/A	\$22,904	\$28,321

*FY 2017-2018 HEPI:

Notes:

- (1) All LSUHSC-NO tuition and fees are proposed tuitions as authorized in R.S. 17:3139(F) ("Grad Act"), Act 741 of the 2010 Legislative Session. Building Use Fee has been added beginning 2013-14. Safety and Security Fee added beginning Spring semester 2015-16. House Bill 152 (Act 377) of the 2015 Regular Legislative Session provided statutory authority to the LSU Board of Supervisors and other postsecondary manage to assess additional fees on students within certain parameters in academic years 2015-16 and 2016-17. House Bill 113 (Act 293) of the 2017 Regular Legislative Session, extends the authority to the LSU Board of Supervisors and other postsecondary management to June 30, 2020 to establish, adjust, increase certain fees, to provide limitations, and to extend the requirement that such boards report annually to the legislative Student Excellence Fee added in the Fall 2018 semester or AY 2018-2019 for its Dental, Dental Hygiene, Graduate and Undergraduate Nursing (excluding Doc
- (2) The following fees were approved by the BOS for AY 2019-2020:
 - (a) Graduate Nursing (Exclusive of Doctor of Nurse Practitioner) Increase Student Excellence Fee by \$812 in 19-20.
 - (b) Undergraduate Nursing Increase Student Excellence Fee by \$692 in 19-20.
 - (c) Doctor of Audiology Increase Student Excellence Fee by \$1,940 in 19-20.
- (3) Southern Peer Group excludes Louisiana institutions and varies by program as follows:
 - (a) Southern Peer Group for M.D. and D.D.S. has been forecasted using the HEPI price index to adjust SREB's most recently reported data for public institutions in the southern region that offer Medical and Dental schools respectively.
 - (b) Southern Peer Group for Dental Hygiene has been forecasted using the HEPI price index to adjust SREB's most recently reported data for undergraduate programs at public institutions in the southern region, limited to programs that offer graduate dentistry studies, but tuition data is not specific to dental hygiene Community and technical colleges have been excluded. Same peer data used for Dental Lab although program awards Associate degree.
 - (c) Southern Peer Group for Advanced Dental has been forecasted using the HEPI price index to adjust Dental school programs at public institutions in the southern region, limited to programs that offer advanced dentistry studies. Tuition and fees data are from the Advanced Dental Education Annual Survey.
 - (d) Southern Peer Group for Doctorate Nurse Practice is based on 2018-19 tuition and fees data from institutions with accredited programs for Nurse Anesthetists to American Association of Nurse Anesthetists (AANA).
The Doctor of Nursing Practice (D.N.P.) is a practice-focused doctoral nursing program and now includes curriculum for certified registered nurse anesthetist
 - (e) SREB Average for Graduate Nursing has been forecasted using the HEPI price index to adjust SREB's most recently reported data for graduate programs at public institutions in the southern region that are current members of the Council on Collegiate Education for Nursing and offer both master's and doctoral programs, but tuition data is not specific to nursing. Community and technical colleges have been excluded.
 - (f) SREB Average for Undergraduate Nursing has been forecasted using the HEPI price index to adjust SREB's most recently reported data for undergraduate programs at public institutions in the southern region that are current members of the Council on Collegiate Education for Nursing and offer bachelor programs in nursing, but tuition is not specific to nursing. Community and technical colleges have been excluded.
 - (g) Southern Peer Group for D.P.T. is based on 2018-19 D.P.T. tuition and fees data for the first full academic year as reported by the institution's website. Includes institutions that reported an Allied Health program to Association of Schools of Allied Health Professions (ASAHP) for the 2013-14 survey year and have a CAPTE-accredited D.P.T. program as reported by the American Physical Therapy Association (APTA) as of October 2014. Forecast assumes the HEPI price index change to most recently reported data.
 - (h) Southern Peer Group for Au.D. is based on 2018-19 tuition and fees data from institutions that reported an Allied Health program to the ASAHP for the 2014-15 survey year and have a CAA-accredited Au.D. program as reported by the American Speech-Language-Hearing Association (ASHA) Forecast assumes the HEPI price index change in SREB's most recently reported data.
 - (i) Southern Peer Group for M.P.A.S. is based on 2018-19 tuition and fees data from institutions that reported an Allied Health program to the ASAHP for the 2014-15 survey year and have an ARC-PA-accredited M.P.A.S. program as reported by the American Academy of Physician Assistants (AAI



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 SCHOOL OF DENTISTRY
 SCHOOL OF GRADUATE STUDIES
 SCHOOL OF NURSING
 SCHOOL OF MEDICINE IN NEW ORLEANS
 SCHOOL OF PUBLIC HEALTH

January 3, 2019

Dr. F. King Alexander
 President, LSU A&M College
 3810 West Lakeshore Drive
 Baton Rouge, LA 70808

RE: Request from LSU Health Sciences Center New Orleans to Approve Mandatory Tuition and Fees for New Programs and to Implement or Increase Fees Pursuant to the Authority Granted in HB 113 of the 2017 Legislative Session

Dear Dr. Alexander,

In accordance with the rules established by Article VII, Section 1 of the Louisiana State University Board of Supervisors, I am submitting the attached proposal for Louisiana State University Health Sciences Center – New Orleans (LSUHSCNO) to address mandatory tuition and fees in three groups: setting tuition and fees for new programs; adjustments to fees in certain programs to consistently apply historically approved fees across programs; and proposed implementation of fees or increases or decreases of existing fees.

Tuition and fee setting for new program

LSUHSCNO School of Public Health was recently granted approval for a Bachelor of Science Program in Public Health (CIP 512299) to begin Fall 2019. The Bachelor of Science program in Public Health (BS Public Health) will prepare students through education and training for employment in entry-level and mid-level positions in a wide array of health-related organizations, including public health departments, non-profits, research centers, and healthcare businesses. Graduates will also be well prepared for advance graduate studies in the public health and allied-health disciplines, medicine, and dentistry. Students will complete foundational courses (60 credits) with a cumulative GPA of at least 2.75 on a 4.0 scale and a grade of C or better in all coursework, in any accredited college or university and apply to the School of Public Health for admission into the program for their Junior-Senior years (60 credits). The proposed mandatory tuition and fee schedule for the new public health undergraduate program was envisioned to be comparable to the resident undergraduate tuition and fees at LSU A&M.

Adjustments to fees in certain programs to consistently apply historically approved fees across programs

In December of 1999, the LSU Board of Supervisors approved a Student Health Services Fee, a Student Housing Fee and to separate out the General Activity Fee. The Student Health Services Fee is restricted for the purpose of the Health Science Centers outstanding bonds and Health Services programs and was approved at \$137.50 per enrolled student. The Student Housing Fee is restricted for the purpose of the Health Science Centers outstanding bonds and for housing programs and was approved at \$126 per full-time student. The General Activity Fee was approved as \$54.50 for the Dental School and \$49.00 for the other programs. The majority of the Health Science Centers programs charged these approval correctly.

LOUISIANA STATE UNIVERSITY HEALTH SCIENCES CENTER • 433 BOLIVAR STREET • SUITE 815 • NEW ORLEANS, LOUISIANA 70112-2223

PHONE (504) 568-4800 • FAX (504) 568-5177 • WWW.LSUHSC.EDU

However, there are a few programs that need adjustment to have these historically approved fees be consistently applied.

Proposed implementation of fees or increases or decreases of existing fees

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

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

In addition to the proposals discussed above, LSUHSCNO is also requesting changes to mandatory fees per the authority granted under House Bill 113 beginning with the Fall 2019 semester or Academic Year 2019-2020 for its MPH, M.S. and PhD graduate programs in Public Health, its D.D.S and Dental Hygiene programs in the School of Dentistry, its CARE undergraduate program in the School of Nursing and the DNP-Nurse Anesthesia program.

Although several of LSUHSCNO's programs implemented a Student Excellence Fee beginning in Fall 2018, the programs above (exclusive of the School of Dentistry programs) requesting to now implement the Student Excellence Fee did not wish to do so effective Fall 2018 or Academic Year 2018-2019 at that time, but do beginning in Fall 2019 or Academic Year 2019-2020. Revenue generated from these proposed Student Excellence Fees are intended for supporting the recent faculty and staff merit increase program, mandated costs, recruiting, retention, promotion and training of key faculty, and support for instruction and support services of the university.

It is requested that the resolution and the accompanying documents be forwarded to the Board of Supervisors for placement on their January 2019 meeting agenda.

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

Sincerely,

A handwritten signature in blue ink that reads "Larry Hollier, M.D." in a cursive style.

Larry, Hollier, M.D.
Chancellor



Request from LSU Health Sciences Center – New Orleans to Approve Execution of Cooperative Endeavor Agreement and Related Documents pursuant to Acquisition of Hainkel Home Nursing Facility for Operation as a Geriatric Teaching Nursing Facility

To: Members of the Board of Supervisors

Date: January 25, 2019

This is a significant board matter pursuant to the Board’s Bylaws, Art. VII, Sec. 1.B:

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

1. Summary of the Matter

The John J. Hainkel, Jr. Home and Rehabilitation Center is a licensed long term skilled care and rehabilitation facility providing specialized care to the elderly. It has been owned and operated by or on behalf of the Louisiana Department of Health of the State of Louisiana ("LDH"). LDH has proposed to transfer the facility to the LSU Board of Supervisors for operation by or through Louisiana State University Health Science Center-New Orleans. LSUHSC-NO's agreement to accept responsibility for the operation of the Hainkel Home is contingent on the State's submitting and receiving approval of a State Plan Amendment ("SPA") to the Federal Center for Medicare and Medicaid Services, if required, to provide for a reasonable rate of Medicaid reimbursement for the operation of the Hainkel Home facility. It is also contingent on LSUHSC-NO's reaching agreement with a private provider to operate the facility. By separate resolution to be considered subsequently by the LSU Board, LSUHSC-NO proposes to lease the facility to a wholly owned subsidiary of Louisiana Children's Medical Center ("LCMC Subsidiary"). The LCMC Subsidiary will obtain the license to operate the facility. LDH will transfer the right to use its Certificate of Need ("CON") to LSU. LSU, in turn, will make such Certificate of Need available to the LCMC Subsidiary.

2. Review of Business Plan

Not Applicable.

3. Fiscal Impact

As indicated above, LSUHSC-NO’s agreement to accept ownership of the Hainkel Home facility from LDH is contingent upon the implementation of a SPA providing a reasonable rate of Medicaid reimbursement for the facility, and it is contingent upon reaching agreement with a private provider to operate the facility.

4. Description of Competitive Process

Not Applicable.

5. Review of Legal Documents

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

6. Parties of Interest

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

7. Related Transactions

In a subsequent submission, LSUHSC-NO will request LSU Board approval of a second CEA between the LSU Board and the LCMC Subsidiary for the lease and operation of the Hainkel Home facility.

8. Conflicts of Interest

Not Applicable.

ATTACHMENTS

- I. Transmittal Letter from Chancellor Hollier
- II. Site Maps of location of Hainkel Home and floor plans
- III. Cooperative Endeavor Agreement between Louisiana Department of Health of the State of Louisiana and the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize F. King Alexander, President of Louisiana State University, or his designee, to execute a Cooperative Endeavor Agreement between the Louisiana Department of Health of the State of Louisiana and the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, said Cooperative Endeavor Agreement to contain such terms and conditions as the President deems are in the best interest of the LSU Board of Supervisors, including but not limited to contingencies that must be satisfied prior to the transfer of certain immovable property from the Louisiana Department of Health of the State of Louisiana to the LSU Board of Supervisors.

BE IT FURTHER RESOLVED that F. King Alexander, President of Louisiana State University, or his designee, is authorized, subject to the Certification by the President that certain contingencies included in the above referenced Cooperative Endeavor Agreement have been satisfied, to execute any acts of transfer and other documents, consents or approvals necessary to transfer ownership and operation of the immovable property known as the John J. Hainkel, Jr. Home and Rehabilitation Center, from the Louisiana Department of Health of the State of Louisiana to the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, the location of which immovable property is more specifically described on Exhibit A hereto.

EXHIBIT "A"

TO RESOLUTION OF BOARD OF SUPERVISORS OF LSU

LSU HEALTH SCIENCE CENTER – NEW ORLEANS

HANKEL HOME NURSING FACILITY

That certain lot or parcel of ground consisting of Lots 1 to 24, Square 22, Burtheville, Sixth District of the City of New Orleans, Orleans Parish, State of Louisiana, being generally rectangular in shape and encompassing the entire Block bound by Henry Clay Avenue, Patton Street, Calhoun Street and Constance Street and measuring 289.85 feet along Henry Clay Avenue, 317.72 feet along Patton Street, 289.63 feet along Calhoun Street and 311.25 feet along Constance Street, said total area to contain 91,063 square feet or 2.09 acres.



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January 16, 2019

Dr. F. King Alexander
President and Chancellor
LSU System Office
381 West Lakeshore Drive, Room 107
Baton Rouge, LA 70808

Dear Dr. Alexander,

This is a significant board matter, pursuant to the Bylaws of the Louisiana State University Board of Supervisors Article VII, Section 1.B: The transfer of title or ownership to any immovable property to or from the Board, whether by sale, assignment, donation or other mechanism.

The LSU Health Sciences Center – New Orleans (LSUHSC-NO) in support of its mission, wishes to assume operation of the John J. Hainkel, Jr. Home and Rehabilitation Center ("Hainkel Home"), a licensed long term skilled care and rehabilitation facility providing specialized care to the elderly. The Hainkel Home has been owned and operated by or on behalf of the Louisiana Department of Health of the State of Louisiana ("LDH"). LDH has proposed to transfer the facility to the LSU Board of Supervisors for operation by or through Louisiana State University Health Science Center-New Orleans. LSUHSC-NO's agreement to accept responsibility for the operation of the Hainkel Home is contingent on the State's submitting and receiving approval of a State Plan Amendment ("SPA") to the Federal Center for Medicare and Medicaid Services, if required, to provide for a reasonable rate of Medicaid reimbursement for the operation of the Hainkel Home facility, and it is contingent upon reaching agreement with a private provider to operate the facility. By separate resolution to be considered by the LSU Board, LSUHSC-NO proposes to lease the facility to a wholly owned subsidiary of Louisiana Children's Medical Center ("LCMC Subsidiary"). The LCMC Subsidiary will obtain the license to operate the facility. LDH will transfer the right to use its Certificate of Need to LSU. LSU, in turn, will make such Certificate of Need available to the LCMC Subsidiary.

The Health Sciences Center is respectfully requesting approval of this transfer of ownership. I certify to the best of my knowledge that I have provided all necessary documentation and am seeking your review and favorable consideration. Thank you for your assistance.

Respectfully yours,

Handwritten signature of Larry Hollier, M.D.

Larry Hollier, MD
Chancellor

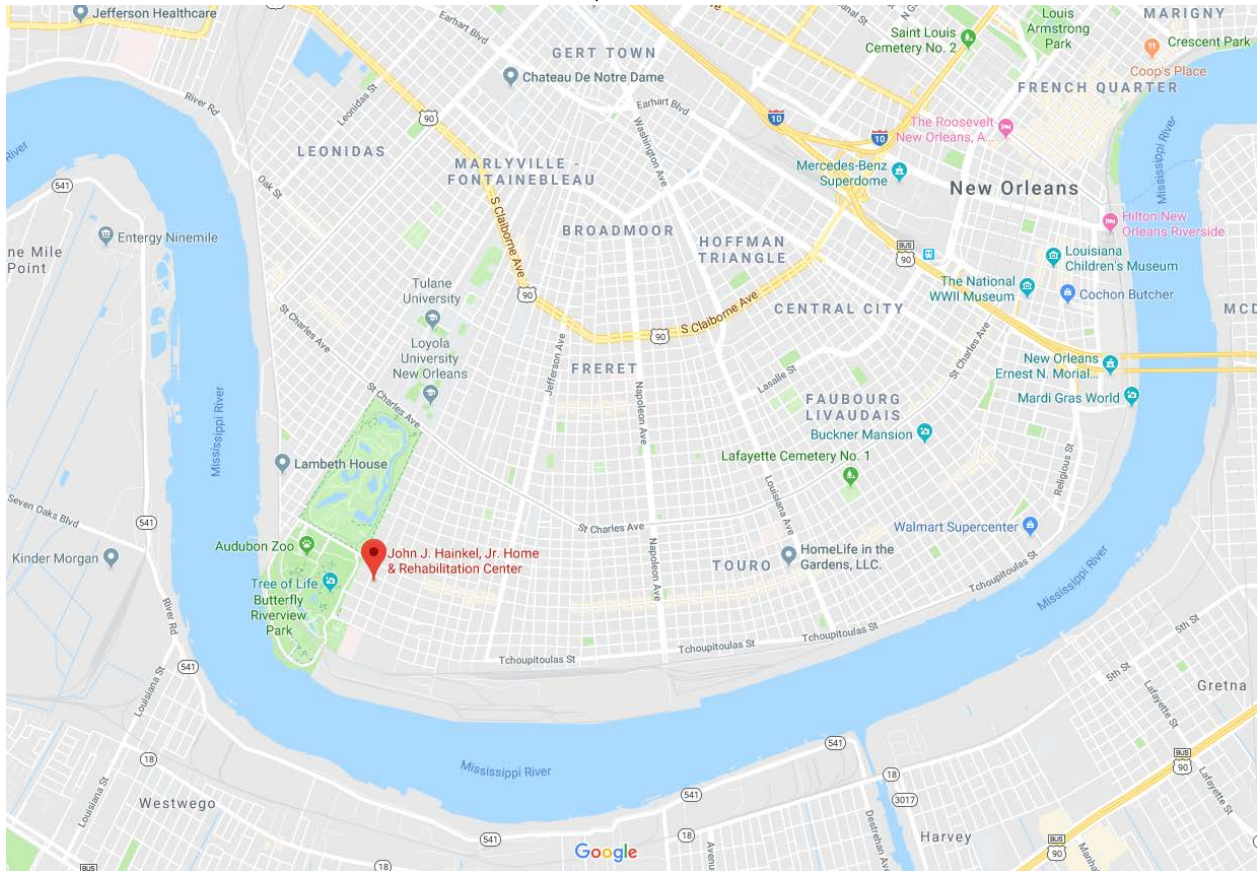
Enclosures

ATTACHMENT II

JOHN J.HAINKEL, JR HOME & REHABILITATION CENTER Located at 612 Henry Clay Ave.,
New Orleans, Louisiana 70118

The Hainkel Home property has two buildings located at 612 Henry Clay Avenue, New Orleans Louisiana 70118. The two buildings, Rehabilitation Hospital (two stories, 73,044 SF) and Maintenance Warehouse (one story, 1,632 SF), total 74,676 square feet.

FIGURE 1. THE HAINKEL HOME SITE LOCATION
THE HAINKEL HOME LOCATED AT 612 HENRY CLAY AVENUE,
NEW ORLEANS, LOUISIANA 70118.



PROPERTY DESCRIPTION John J. Hainkel, Jr. Home and Rehabilitation Center and Maintenance Warehouse

PROPERTY DESCRIPTION:

The property includes the entire SQ 22 (previous lots 1 through 24), Burtheville 6th Municipal District of New Orleans, fronting 289FT on Henry Clay Avenue and bounded by Patton Street, Constance Street, and Calhoun Street. The land area totals 90,746 square feet or 2.08 acres. Two buildings are located on the property.

FIGURE 1. THE HAINKEL HOME PROPERTY DESCRIPTION

TWO BUILDINGS ARE ON SQUARE 22 IN THE SIXTH MUNICIPAL DISTRICT OF NEW ORLEANS

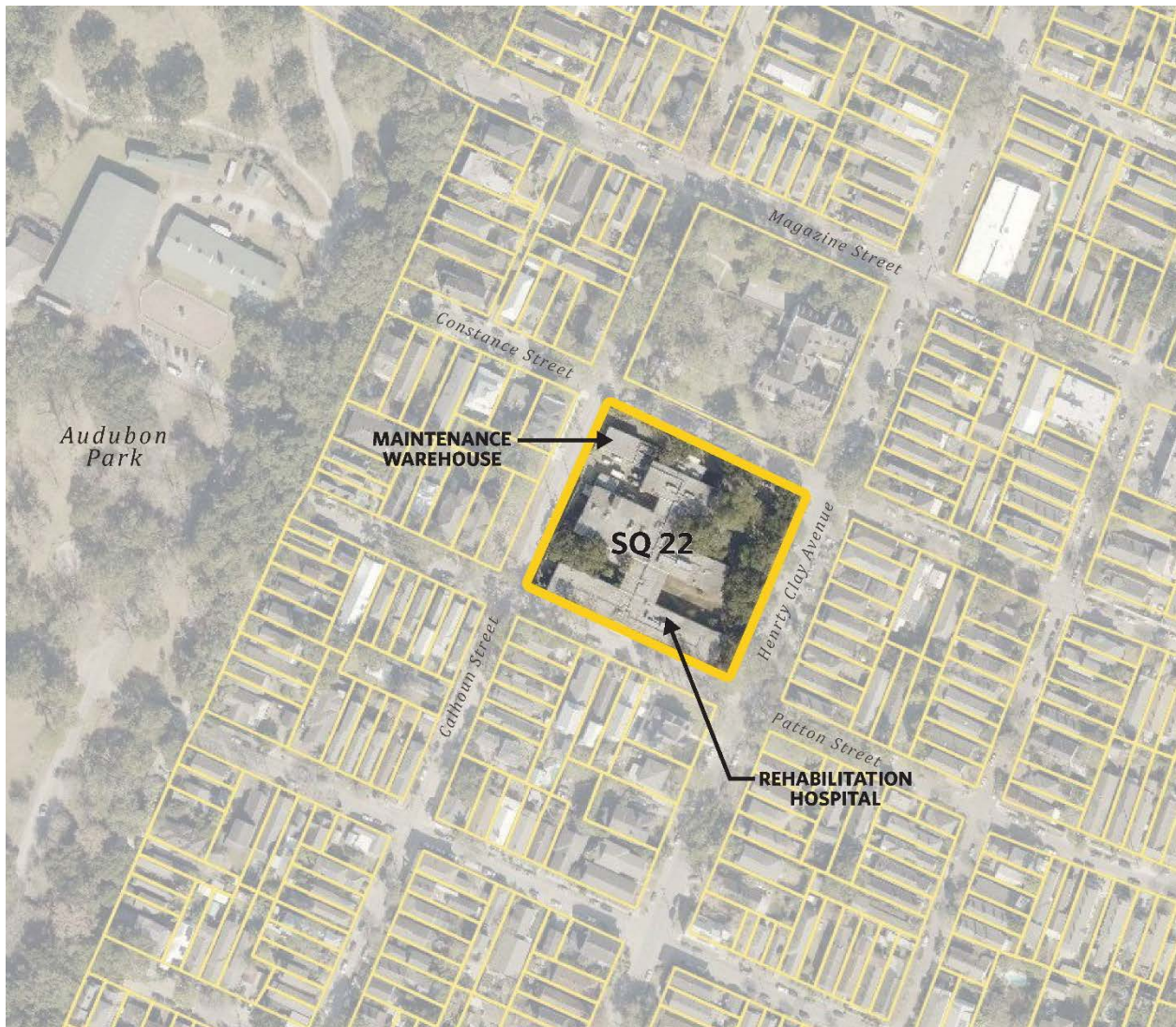


FIGURE 2. FRONT VIEW
THE HAINKEL HOME FACING HENRY CLAY

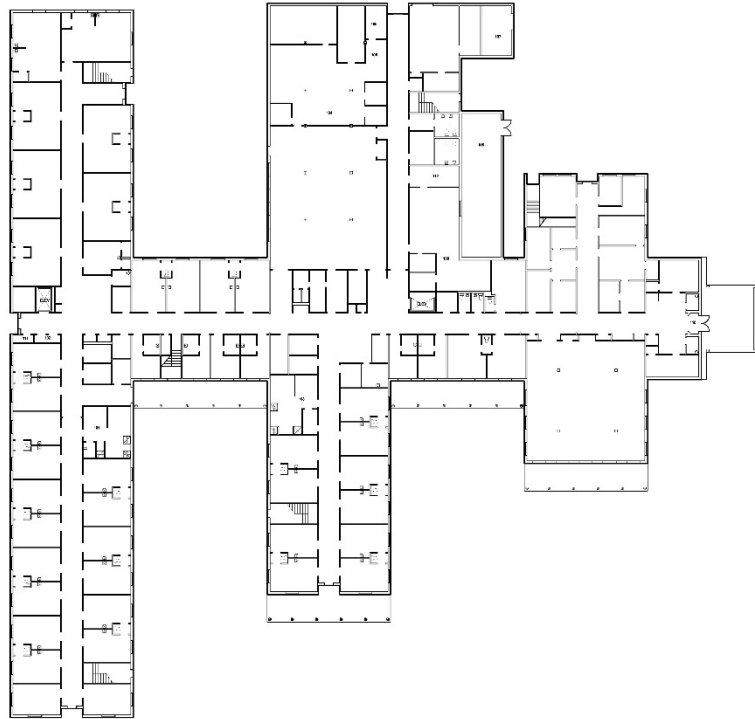


FIGURE 3. REAR VIEW
CORNER OF CONSTANCE AND CALHOUN

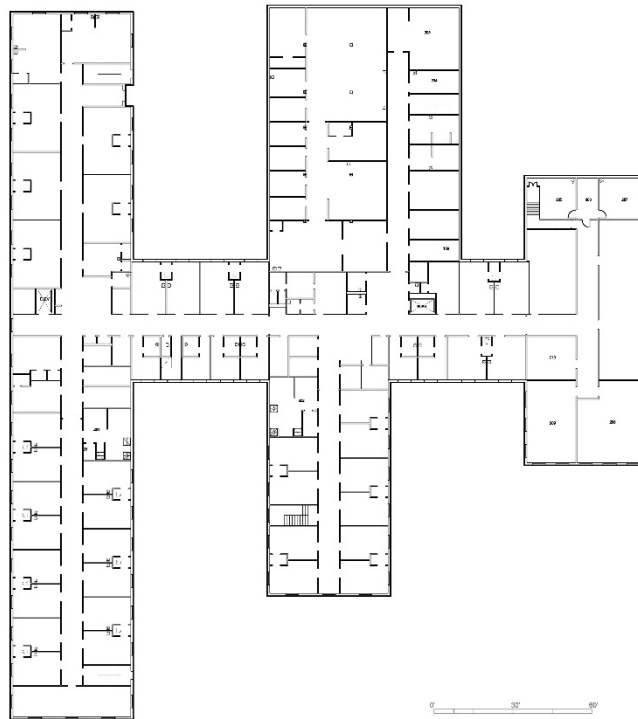


FLOOR PLANS John J. Hainkel, Jr. Home and Rehabilitation Center

FIGURE 1. THE HAINKEL HOME FLOOR PLANS
THE FLOOR PLANS FOR FIRST AND SECOND FLOOR



FLOOR ONE



FLOOR TWO

ATTACHMENT III

STATE OF LOUISIANA COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT (“Agreement”), made and entered into effective the _____ day of _____, 2019 (“Effective Date”), by and among Louisiana Department of Health of the State of Louisiana, hereinafter referred to as “LDH” and/or “Agency,” and Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, officially domiciled in Baton Rouge, Louisiana, hereinafter referred to as “LSU”.

ARTICLE I **RECITALS**

WITNESSETH:

1.1 WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana (“State”) provides that “for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;” and

1.2 WHEREAS, LDH desires to cooperate with LSU in the implementation of the collaborative generally described in Section 1.4 as provided herein;

1.3 WHEREAS, the Agency has the authority to enter into this Agreement as evidenced by its governmental purpose specifically mentioned in La. R.S. 36:251, as well as the powers granted by the Louisiana Constitution;

1.4 WHEREAS, the public purpose (“Public Purpose”) is described as the collaboration between LDH and LSU to provide for a new initiative whereby the State of Louisiana will have a Geriatric Teaching Nursing Facility (“GTNF”) where it will train physicians and various allied health professionals in the provision of care to the elderly and needy residents of Louisiana. As this population is expected to increase in the foreseeable future, the parties to this CEA see this initiative as a cornerstone in continuing to insure that our needy, elderly residents age with dignity and are provided with high quality services. Finally, LSU sees this initiative as necessary to further close a gap in training that exists in this area of expertise;

1.5 WHEREAS, LDH has a reasonable expectation of receiving a benefit or value described in detail that is at least equivalent to or greater than the consideration described in this Agreement;

1.6 WHEREAS, LDH currently operates, through its Office of Aging and Adult Services, a nursing facility located in New Orleans, Louisiana, locally known as the Hainkel Home, that has a current licensed capacity of 142 beds, with a valid Certificate of Need (“CON”) which enables the licensed operator of the home to submit claims for Medicaid reimbursement;

1.7 WHEREAS, LDH will request that the State of Louisiana, acting through the Division of Administration (“DOA”) process a transfer of the Hainkel Home property, including the land, physical plant, and equipment, to LSU;

1.8 WHEREAS, LDH will then provide for a Change of Ownership (“CHOW”) of the Hainkel Home, including the nursing home business and CON, to LSU or an operator selected by LSU to operate the GTNF,

("Designated Operator") for the Public Purpose. This CHOW will allow LSU or its Designated Operator to obtain a license for the operation of a nursing home at the above location and to utilize the CON to submit claims for any Medicaid recipients residing at the facility;

1.10 WHEREAS, LDH will submit a State Plan Amendment ("SPA") to the federal Center for Medicare and Medicaid Services ("CMS"), if required, to provide for an adequate rate of Medicaid reimbursement for the GTNF (an "Adequate Rate"), establishment of which shall be a condition precedent to the parties' rights and obligations hereunder.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE II **SCOPE OF SERVICES**

2.1 LDH shall, within thirty (30) days following the Effective Date, provide LSU with the appropriate accounting and other documentation needed to "retag" the Hainkel Home property, inclusive of the land, physical plant and movable equipment (the "Property"), as well as a reasonable estimate of supplies and other consumable inventory generally maintained at the Facility ("Inventory"). Thereafter, within thirty (30) days following the date on which (i) the parties confirm their agreement that an Adequate Rate has been established, whether by a SPA or otherwise, and (ii) LSU determines, in its sole discretion, that an appropriate agreement with a Designated Operator has been reached, LDH shall request that the DOA retag the Property to LSU. Upon the retagging, of the Property by DOA and acceptance thereof by LSU, LDH shall sign an appropriate Act of Transfer and such other documents as may be appropriate to transfer the Property and Inventory to LSU. Effective upon such transfer of the Property and Inventory, LDH shall have no further obligations related to the Property or Inventory, including, but not limited to, maintenance and insurance, except as otherwise provided by this Agreement or to which LDH specifically agrees pursuant to a cooperative endeavor agreement between LSU and its Designated Operator. LDH does not make any representation that the movable equipment located therein which were previously owned by the New Orleans Home for the Incurables ("NOHI") are free and clear of any liens or encumbrances. However, LDH has been granted all rights of ownership to said movable equipment and LDH shall indemnify LSU with respect to any liens or encumbrances claimed against such movable equipment.

2.2 The Parties agree that the Nursing Home business ("Business") operated under the license in name of the Office of Aging and Adult Services (OASS), will be transferred to LSU. This will result in OASS voluntarily surrendering their license to the LDH, Health Standards Section (HSS). HSS will then process a CHOW packet upon submission by LSU or its Designated Operator. Assuming a complete packet is submitted, and LSU or its Designated Operator meets all licensing criteria, a new license to operate the GTNF will be issued to LSU or its Designated Operator .

If the above contemplated license is issued to LSU or its Designated Operator, contemporaneously therewith, the LDH, OAAS, shall execute a "right of use" conveying the right to use of the CON to LSU. This CON is necessary for LSU or its Designated Operator to properly bill for Medicaid reimbursement.

Effective upon completion of (i) the accounting, retagging and transfer and acceptance of the Property and Inventory, (ii) implementation of the Adequate Reimbursement Rate, (iii) conveyance of the CON via a right of use, (iv) issuance of a new license to operate the GTNF to LSU or its Designated Operator, and (v) such other, further actions as may be required for LSU or its Designated Operator to commence operating

and billing for services provided by the GTNF (the “Closing Date”), full operational control thereof shall belong to LSU, and all rights and obligations attaching to the Property and the Business will belong to, and inure to the benefit of, LSU and/or its Designated Operator. No accounts receivable or accounts payable will be transferred to LSU or its Designated Operator. All accounts receivable and accounts payable attributable to Nursing Home operations on and after the Closing Date will belong to LSU or its Designated Operator. LDH and LSU will assure the appropriate allocation of all accrued expenses and prepaid items between LDH and LSU, or any agents acting on their behalf, including, without limitation, the entity currently operating the Nursing Home by agreement with LDH and LSU’s Designated Operator.

2.3 As of the Closing Date, LSU obligates itself to utilize or assure utilization of the Property, along with the nursing home license and CON, to operate the facility as a GTNF in accordance with the terms and conditions of this Agreement. It is the intent of the Parties that this GTNF will provide a fertile training ground for physicians and allied health professionals who want to receive training or specialize in providing geriatric care. The intent is that such an initiative will increase the quality of services to the elderly, low-income residents of Louisiana, in both an institutional and community setting.

2.4 The Parties agree that, if LSU or its Designated Operator ceases to operate the facility as either a GTNF or general nursing facility in the applicable service area, absent an agreement to the contrary between the parties, the CON will revert back to LDH, OASS, and LDH shall not owe any financial obligation to LSU for such reversion. Title to the Property will at all times remain with LSU. Nothing herein prevents LSU from leasing the physical plant and / or CON to a 3rd Party as long as that party continues to fulfill the Public Purpose. Further, nothing herein prevents LSU, or any such 3rd Party, from hiring a managing entity to operate such GTNF as long as the Public Purpose is being fulfilled. If the Public Purpose is no longer being served, upon a good faith determination by the Commissioner of Administration of the State of Louisiana, the CON will revert back to LDH without any right of remedy or redress from any party.

2.5 The Parties agree that, at all times during which this CEA is effective and an Adequate Rate is in effect, LSU will cause the above referenced GTNF to be operated at the current Hainkel Home location. If LSU desires to transfer the location of the GTNF contemplated by this CEA, they must receive written approval from LDH.

2.6 In order to facilitate the Public Purpose and to comply with the Louisiana Constitution, LSU agrees to voluntarily transfer public funds to LDH for use within the Medicaid program in such amount as LSU and LDH may determine are in LSU’s best interests and agree upon the amount annually. Upon transfer, these public funds will be under the administrative control of LDH.

ARTICLE III **CONTRACT MONITOR**

3.1 The Contract Monitors for this agreement shall be Tara Leblanc, Deputy Assistant Secretary, Office of Aging and Adult Services and Cindy Rives, LDH Undersecretary, or such other individual or individuals as LDH may designate, on behalf of LDH, and Keith Schroth, Associate Vice Chancellor, LSU Health Sciences Center – New Orleans, or such other individual or individuals as LSU may designate, on behalf of LSU.

3.2 While this CEA is in effect, LSU agrees that it will work with the above contract monitors, and LDH as a whole, to help insure that the GTNF envisioned herein shall deliver high quality services. All parties envision and will endeavor to attain at least a 4-star rating for this GTNF as provided for by the CMS 5-star quality rating program. If this rating is not achieved within 3 calendar years of the Commencement Date,

LSU agrees to provide a corrective action plan to the above contract monitors within fifteen (15) days of the failure to achieve such rating after the applicable time period. LDH shall respond to LSU's submission within three (3) business days. If LDH doesn't agree with the corrective action plan submitted, the parties agree to convene a meeting to discuss amendments thereto in good faith. If LDH agrees with the corrective action plan as submitted, LSU agrees to immediately begin the implementation of the plan. Further, LSU agrees to provide monthly reports on the implementation of the plan with particular focus on what portions of the plan are working, what portions of the plan are ineffective, and possible alterations of ineffective portions.

ARTICLE IV **PAYMENT TERMS**

4.1 The Parties to the CEA recognize the unique nature of the envisioned GTNF in that it will have a teaching mission related to physicians, as well as related allied health professionals. In order to provide adequate Medicaid compensation to such a facility, the LDH agrees to submit a State Plan Amendment to the CMS which provides for payment of an Adequate Rate. Such Adequate Rate, in the parties opinion, should provide appropriate reimbursement of this unique facility, recognizing its role as a teaching facility and provider of safety net services. Establishment of an Adequate Rate and approval of the SPA allowing LDH to establish such Adequate Rate is a condition precedent to either party's obligation to perform under the terms of this Agreement. In the event the parties are unable to agree on, or LDH is unable to establish, or CMS does not approve, an Adequate Rate within one hundred and twenty (120) days of the Effective Date, title to the Property shall not be transferred, the right to use the CON shall not be conveyed, and this Agreement shall be of no further force or effect.

Notwithstanding the above and foregoing, the Parties expressly agree and understand that a specific per diem amount is not guaranteed and LDH has the discretion to submit or repeal any and all State Plan Amendments as the Single State Agency.

4.2 As a licensed nursing facility, LSU understands and agrees that the GTNF, whether operated by LSU or its Designated Operator, will be responsible for payment of any provider fees levied pursuant to the Louisiana Revised Statutes and LDH rules.

4.3 If the Adequate Rate is approved by CMS and the applicable SPA is still in effect, the Adequate Rate will continue to apply to LSU or its Designated Operator as long as all criteria within the applicable SPA are met. LSU shall insure that any lease or management agreement with its Designated Operator recognizes the sole discretion of LDH, as the single state agency, to repeal or amend any applicable SPAs. In such a situation, LSU will insure that any such agreements clearly state that the sole remedy, judicial or otherwise, of the Designated Operator is the termination of any agreement with LSU. For avoidance of doubt, if any applicable SPA is repealed or amended such that an Adequate Rate is no longer in effect, LSU shall no longer be responsible for operating or assuring the operation of the GTNF, the CON will revert to LDH, but Title to the Property will at all times remain with LSU.

ARTICLE V **TERMINATION FOR CAUSE**

5.1 LDH or LSU may terminate this agreement for cause if either party believes there is a failure of the Public Purpose or if an agreed upon Adequate Rate is no longer in effect. If the parties agree that the Public Purpose is no longer being served or an Adequate Rate is no longer in effect, the CON will immediately revert back to LDH, the Property will remain with LSU, and this CEA shall terminate. If the parties disagree as to whether the Public Purpose is being served, the Secretary of LDH and the Chancellor of LSUHSC-NO shall convene a meeting to attempt to resolve any disagreement regarding the Public Purpose. If, at the conclusion

of this meeting, the parties still disagree, the decision will be referred to the Commissioner of Administration for final decision. The Parties expressly and unequivocally agree that the decision by the Commissioner will be final and not subject to appeal, arbitration, or any other remedy, judicial or otherwise.

ARTICLE VI
TERMINATION FOR CONVENIENCE

6.1 LSU shall have the right to terminate this CEA without cause on ninety (90) days' advance written notice to LDH and DOA in the event LSU, in its sole discretion, determines the GTNF is no longer needed to serve its education, research and clinical care missions. LDH or DOA shall have the right to terminate this CEA without cause on ninety (90) days' advance written notice in the event that LDH and DOA determine that an Adequate Rate acceptable to LSU can no longer be sustained.

ARTICLE VII
OWNERSHIP AND CONFIDENTIALITY

7.1 All work product, including records, reports, documents and other material delivered or transmitted to LSU by LDH or DOA shall remain the property of the State, and shall be returned by LSU to the LDH or DOA, as applicable, at LSU's expense, at termination or expiration of this Agreement. All work product including records, reports, documents, or other material related to this agreement and/or obtained or prepared by LSU in connection with the operation of the GTNF shall become the property of LSU.,

7.2 Furthermore, at any time during the term of this Agreement, and finally at the end of this engagement, LDH shall have the right to require the LSU to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement.

ARTICLE VIII
NON-ASSIGNMENT

8.1 LSU shall not assign any interest in this agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of LDH, provided however, that claims for money due or to become due to LSU from LDH may be assigned to a bank, trust company, or other financial institution without such prior written consent to the extent permitted by law. Notice of any such assignment or transfer shall be furnished promptly to LDH.

ARTICLE IX
AUDITOR'S CLAUSE AND RECORD RETENTION

9.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of LSU or its Designated Operator regarding operation of the GTNF.

9.2 LSU and its Designated Operator shall maintain all books, records, and any other documents pertaining to or relevant to this agreement and the funds expended hereunder for a period of five years after the date of final payment under the prime contract and any subcontract entered into under this agreement, or as required by applicable Federal law if Federal funds are used to fund this contract, whichever period is longer.

ARTICLE X
AMENDMENTS IN WRITING

10.1 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Director of the Office of State Procurement, Division of Administration.

ARTICLE XI
FISCAL FUNDING CLAUSE

11.1 The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

ARTICLE XII
TERM OF AGREEMENT

12.1 The term of this Agreement shall begin on the Effective Date and, unless sooner terminated as provided in Sections V or VI, shall remain in effect for a period of ten (10) years (“Initial Term”), and shall automatically renew for two (2) additional five (5) year renewal terms (each, a “Renewal Term”) unless LSU gives written notice of its intent not to renew at least ninety (90) days prior to the expiration of the Initial Term or the Renewal Term then in effect, as applicable. For the avoidance of doubt, LSU’s obligations hereunder shall not be in effect until the Closing Date.

ARTICLE XIII
DISCRIMINATION CLAUSE

13.1 LSU agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran’s Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and LSU agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

13.2 LSU agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, age, national origin, disability, political affiliation, veteran status, or any other non-merit factor. Any act of discrimination committed by LSU, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

13.3 Any act of discrimination committed by LSU, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement. For the purpose of this Section 13, an “act of discrimination” must be recognized by a final non-appealable judgment rendered by a court or governmental administrative agency with jurisdiction over the persons and subject matter implicated by any such claim based upon any alleged act of discrimination.

13.4 In accordance with Executive Order Number JBE 18-15, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, LSU, for itself and on behalf of its Designated Operator or any subcontractor of LSU or its Designated Operator, hereby certifies it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel.

ARTICLE XIV
INDEMNIFICATION; INSURANCE

14.1 LSU shall indemnify and save harmless Agency against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the State and/or Agency growing out of, resulting from, or by reason of any act or omission of the LSU, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include the State and/or Agency's fees and costs of litigation, including, but not limited to, reasonable attorney's fees. LSU shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

ARTICLE XV
PARTIAL INVALIDITY; SEVERABILITY

15.1 If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XVI
ENTIRE AGREEMENT; MODIFICATION

16.1 This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties.

ARTICLE XVII
CONTROLLING LAW

17.1 The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana, without regard to its conflict of laws provisions. Venue of any action brought with regard to this Agreement shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

ARTICLE XVIII
LEGAL COMPLIANCE

18.1 The State and/or Agency shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *et seq.*) in carrying out the

provisions of this Agreement.

ARTICLE XIX
FORCE MAJEURE

199.1 Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

ARTICLE XX
INDEPENDENT CONTRACTORS

20.1 The State and/or Agency and the LSU expressly agree that the LSU is an independent contractor as defined in R.S. 23:1021(7) and, as such, expressly agree that LSU, and not the State and/or Agency, shall be financially responsible LSU for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana for anyone employed by LSU.

ARTICLE XXI
COVENANT AGAINST CONTINGENT FEES

21.1 LSU warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for LSU, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for LSU any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the State and/or Agency shall have the right to annul this Agreement without liability or, in State and/or Agency's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE XXII
NOTICES

22.1 All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

If Notice to LDH:

Steve Russo- Executive Counsel
Louisiana Department of Health
P.O. Box 629
Baton Rouge, LA 70802

If Notice to LSU:

F. King Alexander- President
Louisiana State University and A&M College
3810 West Lakeshore Drive
Baton Rouge, LA 70808

With Copy to LUSHSC-NO

Larry Hollier- Chancellor
LSU Health Science Center- New Orleans
433 Bolivar Street
New Orleans, LA 70112

The parties shall maintain telephone, in person, and/or e-mail communications (not limited to the Contact Persons designated in this Section 22.1. Any change in the mailing address or contact person of LSU is to be given to the State and/or Agency within seven (7) days.

THUS DONE AND SIGNED AT _____, Louisiana on the ___ day, of Month, Year.

WITNESSES:

Agency Name

Agency Head Name, Title

THUS DONE AND SIGNED AT _____, _____ on the ___ day, of month, Year.

WITNESSES:

LSU

Authorized Person, Title



Request from LSU A&M to Approve an Act 959 Construction Project for Roadway Improvements at LSU Innovation Park

To: Members of the Board of Supervisors

Date: January 25, 2019

This is a significant board matter pursuant to the Board's Bylaws, Art. VII, Sec. 1:

E.1. Capital Improvements: Any contract or series of related contracts for the construction, renovation, or other capital improvement of buildings or other immovable property of the Board where (1.) the construction cost is projected to be greater than \$1 million.

1. Summary of the Matter

The U.S. Department of Commerce's Economic Development Administration (EDA) and Louisiana Economic Development have awarded grant funds to build a new roadway infrastructure for LSU Innovation Park. Specifically, the project will entail construction of a boulevard entry into LSU Innovation Park directly from Louisiana Highway 30 (LA 30). The new roadway will be constructed on an existing old farm road that extends 1,800 feet into the property and connect to the existing concrete roadway which continues the remaining distance through the park. The project scope is inclusive of site preparation, the concrete roadway, subsurface drainage, and appropriate turn lanes on LA 30.

2. Review of Business Plan

A review of the Business Plan supports a recommendation for approval by the Board of Supervisors as it meets the requirements and intent of Act 959 of the 2003 Regular Legislative Session (see "5. Review of Legal Documents" below).

3. Fiscal Impact

The estimated project cost is \$1,800,000. The project will be funded with grant funds totaling \$1,600,000 awarded to LSU by the U.S. Department of Commerce's Economic Development Administration (\$1,100,000) and Louisiana Economic Development (\$500,000). Also, the Research Park Corporation is committing supporting funds (\$200,000) for the project.

4. Description of Competitive Process

Not Applicable.

5. Review of Legal Documents

Act 959 of the 2003 Regular Legislative Session establishes the requirements for exemptions from inclusion in the state capital construction budget. "A university or higher education facility shall be allowed to undertake any new construction, maintenance, or repair project not exceeding five million dollars solely funded from self-generated revenues, grants, donation, or local or federal funds without being included in the capital outlay bill, provided the project is approved by the appropriate management board, Board of Regents, the Division of the Administration, Office of Facility Planning and Control, and the Joint Legislative Committee on the Budget.

6. Parties of Interest

Not Applicable.

7. Related Transactions

Per Act 959, additional approvals by the Board of Regents, the Division of Administration thru the Office of Facility Planning and Control, and the Joint Legislative Committee on the Budget are required before the project can proceed.

8. Conflicts of Interest

Not Applicable.

ATTACHMENTS

- I. Transmittal Memo
- II. Preliminary Program

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize F. King Alexander, President of Louisiana State University, or his designee, to approve the following project and process the project through the appropriate administrative channels of review and approval, namely, the Board of Regents, the Division of the Administration, Office of Facility Planning and Control, and the Joint Legislative Committee on the Budget, pursuant to Act 959 of the 2003 Regular Legislative Session enacting R.S. 39:128(B)(4) as amended pursuant to Act No. 701 of the 2014 Regular Legislative Session.

LSU Innovation Park Roadway Improvements. Estimated total project cost is \$1,800,000.

BE IT FURTHER RESOLVED, that F. King Alexander, Louisiana State University President, is hereby authorized to make adjustments as necessary in this request as circumstances dictate, including technical corrections, increasing or decreasing the amount requested for the project by not more than twenty percent (20%) of the amount approved.



PLANNING, DESIGN & CONSTRUCTION

FINANCE & ADMINISTRATION

January 9, 2019

To: F. King Alexander,
President

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

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

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

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

Subject **Board of Supervisors Agenda, January 25, 2019 Meeting**
LSU Innovation Park Roadway Improvements, Act 959 Construction Project

LSU is seeking approval of the LSU Innovation Park Roadway Improvements project under the provisions of Act 959. It is therefore requested that this project be placed on the agenda for the January 25, 2019, meeting of the Board of Supervisors.

The project will be funded with grant funds awarded to LSU by the U.S. Department of Commerce's Economic Development Administration (EDA) and Louisiana Economic Development; and supporting funds from the Research Park Corporation.



Facility Planning & Control

PRELIMINARY PROGRAM FORM

October 17, 2013

CONTENTS: Refer to the tabs on the bottom this screen to access all the pages associated with this form.

- 1) Preliminary Program Information - General overview of the project and its description
- 2) Existing Space - This form is used to describe the current spaces and any special considerations required.
- 3) New Space - This form is used to describe the new spaces needed in a project.
- 4) Utilities - This form is used to list all the current utilities on site and the contact information for the utilities company.
- 5) FP&C Check List - This form is to be used by FP&C to start the evaluation process of the program.
- 6) Burden Factors - Lists some representative burden factors.

Please contact the Senior Manager or DCL Project Manager for your agency for assistance with the program.

Executive Department, Elected Officials, Department of Culture Recreation and Tourism, Ancillary Appropriations, Agencies not Listed Elsewhere
Department of Public Safety and Corrections, Department of Health & Hospitals, N. O. Adolescent Hospital, Department of Social Services, Department of Natural Resources, Department of Environmental Quality, Department of Wildlife and Fisheries, LSU Health Care Services Division

Gary Judice, Senior Manager Gary.Judice@LA.GOV 225-342-6238

Education: Louisiana State University, Southern University, LSU Health Care Services Division - Shreveport, University of Louisiana, Louisiana Community and Technical College System, Louisiana Special Education Center, Louisiana School for Math, Science and the Arts, Louisiana School for the Deaf, Louisiana School for the Visually Impaired

Chris Whitmire, Senior Manager Chris.Whitmire@LA.GOV 225-219-4422

Education: Louisiana State University Health Care Services Division – New Orleans

Tom Rish, Senior Manager Thomas.Rish@LA.GOV 225-219-4273

LSU HSC New Orleans

Barry Hickman, Senior Manager Barry.Hickman@LA.GOV 504-568-8542

Statewide Roofing

Kevin Clark, DCL Project Manager Kevin.Clark@LA.GOV 225-342-0571

Louisiana Code for State Owned Buildings

Mark Bell, DCL Project Manager Mark.Bell@LA.GOV 225-342-2069

General Information:

* This form is to be submitted with any request for the selection of an architect, engineer or landscape architect (designer.) This form is meant to help the User Agency compile the required information for the

10/16/2018

PRELIMINARY PROGRAM FORM

for medium to large scale, complex projects

Department of Administration

Facility Planning and Control



Description of Project:

LSU Innovation Park Roadway Improvements Project: This project includes a new entry into LSU Innovation Park directly from Louisiana Highway 30 (LA 30). The scope includes the development of a boulevard type roadway on an existing old farm road that would extend from LA 30 approximately 1,800 feet into the property to connect to the existing concrete roadway, Gulf South Parkway, which continues the remaining distance through the property. The southern 1,100 feet of roadway is proposed to be a boulevard separated by a median and the northern 700 feet of road is proposed to be a two-lane roadway. The composition is anticipated to be concrete with mountable curb and closed curb and gutter drainage system. The scope includes site preparation, the concrete roadway, subsurface drainage, and appropriate turn lanes on LA 30.

<u>Priority Rank:</u>	<u>Project type:</u>	<u>Project Mission:</u>
1	Renovation	The project mission is to provide access and drainage infrastructure to develop LSU Innovation Park's 150 acres of land fronting LA 30.
<u>Location</u>		
LSU Baton Rouge		
<u>Umbrella Agency/Department:</u>		
LSU		
<u>User Agency:</u>		<u>Agency Mission:</u>
LSU Baton Rouge		Provide learning communities by developing programs that promote academic success and personal development and provide facilities that meet the needs of the campus community.
<u>Contact Name:</u>		<u>Agency Strategic Plan:</u>
Roger E. Husser		LSU Strategic Plan 2025 focuses on the goals of discovery, diversity, engagement, and learning. New and renovated facilities are an essential component in meeting the goals of the new strategic plan.
<u>Contact Phone Number:</u>		
(225) 578-0803		
<u>Contact Fax:</u>		<u>Facility (Campus) Master Plan:</u>
(225) 578-5709		The need for a new entry from LA 30 directly into LSU Innovation Park was identified in the 2009 Master Plan created for the Park site.
<u>Contact Email:</u>		
rhusse1@lsu.edu		

EXECUTIVE SUMMARY

Describe the project's size, type, scope, and its proposed location:

As stated above this project includes a new entry into LSU Innovation Park directly from LA 30. The scope includes the development of a boulevard type roadway on an existing old farm road that would extend from LA 30 approximately 1,800 feet into the property to connect to the existing concrete roadway which continues the remaining distance through the property. The scope includes site preparation, the concrete roadway, subsurface drainage, and appropriate turn lanes on LA 30.

<u>Relate the project need and specific objectives to the agency's mission statement and Strategic Plan.</u>
The project directly relates to the LSU Strategic Plan 2025 agenda by encouraging the goals of discovery, diversity, engagement, and learning.
<u>What is the cost of this project and why is this project the most cost-effective and practical solution to this need? What are the proposed funding sources?</u>
The estimated project cost is \$1,800,000. The project will be funded with grant funds awarded to LSU by the U.S. Department of Commerce's Economic Development Administration (EDA) and Louisiana Economic Development; as well as supporting funds from the Research Park Corporation.
<u>Explain the functions and performance characteristics of the completed project.</u>
The completed project will provide access and drainage infrastructure to develop LSU Innovation Park's 150 acres of land fronting LA 30.
<u>Are there any special requirements for this project?</u>
All required environmental permitting and special requirement from the grantor. In addition, based on the State Historic Preservation Office (SHPO) GIS Database, approximately 4.05 acres of the site has been subject to a Phase 1 Cultural Resource Survey. A letter of Site Recommendation by SHPO recommended that due to numerous archeoloical sites within the vacinity of the site, a Phase 1 Cultural Resource Survey should be conducted in order to determine if any archeological sites or historic properties exist within the site boundary.
<u>What are the key milestone dates (or time frame)? Include move-in date.</u>
The grant expires in 5 years.
<u>List any contingencies, significant unresolved issues, or requirements necessary for completion of the project (legislation, action of courts, funding agreements, grant restrictions, or similar unresolved issues or requirements)</u>
The grantor has special requirements in the grant that must be addressed as part of the design effort.
<u>What alternatives were considered and why were they rejected?</u>
Continuation of the status quo is the alternative and does not comply with the University's goals and objectives.
<u>List effects, if any, this project may have on surrounding facilities, programs, or other agency projects.</u>
N/A
SUPPLEMENTAL INFORMATION
<u>Is there a model for this facility? Is there a prototype for certain types of spaces, functions, or materials? Describe or attach examples. Include journal or professional articles.</u>
N/A

INSTRUCTIONS: Fill in entire form. Every box must be completed. If requirement is not applicable, say why.

* Description of Project: Type and size of building or renovation. Include special features of project. What level (grade) of construction is to be used?

*Priority Rank: Rating within agency Project Type: Renovation, new building, or leased space Project Mission: How does the building fit into the agency's plans. Is this a new program or an existing program? Architectural features included in project shall contribute to the mission of the building and/or renovation.

* Agency Strategic Plan: Long range plans and goals that strengthen the agency mission. Strategic plan should anticipate growth. Project mission should be part of agency strategic plan.

* Facility Master Plan: Include age of facility, activities that occur there now and that shall occur in the future, include design standards for exterior and interior. Attach current master plan or other documentation. Are there architectural standards required for the facility campus.

* The purpose of an executive summary is to provide the essential arguments for approval of the project in the fewest words possible.


* Describe the project's size, type, scope, and its proposed location: If a renovation, describe if project is to repair an existing facility, replace deteriorated building components, upgrade existing building components, replace functionally obsolete spaces, change of use in building, correct code violations, hazardous material abatement.

* Relate the project need and specific objectives to the agency's mission statement and Strategic Plan. Project justification should correlate with agency mission and agency strategic plan. Include where you are now and where you want to go. Make sure that growth is anticipated.

* What is the cost of this project and why is this project the most cost-effective and practical solution to this need? What are the proposed funding sources? Include life cycle costs and operating costs associated with this project .

* Explain the functions and performance characteristics of the completed project. Include any special mechanical, electrical, plumbing, or building requirements.

* Are there any special requirements for this project?: Is phasing required? If renovation, where will present occupants be housed during renovation? What site considerations will be involved?

Utilities Data Sheet	State Agency: LSU Baton Rouge		Facility Planning and Control 1201 N. 3rd Street Baton Rouge, LA 70804	
	Project: LSU Innovation Park Roadway Improvements Project			
	Date: 10/16/14	State ID #:		

Are there any requirements for a utilities investigation on the site?

Type of Utilities	Type/ size	Located on site plan	Supplier of Utilities	Comments
Electricity				
Natural Gas				
Water Line				
Chilled water Line				
Steam lines				
Sanitary Sewage Lines				
Telephone				
Cable				
Fiber optic lines				
Storm Drain				
Irrigations system				
Supplier Name	Address		Phone	Contact person
LSU-Utilities				
			Fax	
LSU - Telephone / data/ cable				
			Fax	
			Ph	
			Fax	
			Ph	
			Fax	
			Ph	
			Fax	
			Ph	
			Fax	

Site Plan	Sketch site and location of utilities known if site plan not available

INSTRUCTIONS: All the information concerning the utilities associated with the site needs to be described in the form.

* If there are any questions concerning this form contact the Senior Manager assigned to the facility mentioned in the form.

* Under "Comments" list any problems or the current conditions of the utilities.

*If a hard copy of the site plan is available attach a copy of the plan to this form.

*The site plan is used for general purposes only.

*Show all servitudes and boundaries that are known.

FACILITY PLANNING AND CONTROL CHECKLIST

To be completed by FP & C

Incomplete submittals will be returned with a completed copy of this checklist.



		COMPLETE	INCOMPLETE	MISSING OR UNKNOWN	NOT APPLICABLE	COMMENTS
SQUARE FOOTAGE REQUIREMENTS	List of core program requirements					
	List of administrative and support spaces					
	Storage for support and core functions					
	Special space requirements					
	List of major specialized space needs (labs and similar space needs, listed under core spaces)					
	Listing of infrastructure support spaces (listed under Secondary Spaces)					
	Space relationships of core programs and support facilities (Comments)					
	Calculations of total net and total gross square foot area					
	Financial Calculations of project cost based on gross square footage and cost per square foot					
OTHER	Symbolic or Aesthetic Requirements					
	Zoning Issues					
	Historical Districts, historical site or Landmark Building Status					
	Codes and Regulations					
SITE ISSUES	Exterior grounds and site requirements. Vistas or points of interest					
	Environmental and/or EPA Issues					
	Public right-of-way(s) and/or easements.					
	Adequate capacity of existing utilities? Utility extensions required? Age of central plant.					
	Under/Above ground storage tanks. Hazardous material handling/storage.					
	Access to public transportation.					
	Vehicle/pedestrian access and circulation					
	Parking and basis for sizing					
	Additional Site work, raising of site, other mitigation, special transportation access					

BUILDING OPERATIONS	Special MEP issues					
	System Compatibility Issues (existing equip.)					
	Telecommunications/Voice/Data/Audio					
	Lighting Requirements					
	Acoustical or Sound Separation Requirements					
	Security Requirements					
	Special Equipment					
	Food Service Operations					
	Shipping and Receiving					
	Waste and Refuse Removal, Containment					
BUDGET ISSUES	Have life cycle costs been addressed?					
	Are additional operating funds available and approved?					
	Is leased space or temporary facilities required for project?					

General Note

*This page is to be used as a guide as to the information that will be looked for by FP&C in determining the completeness of the form.

Space Planning

BUILDING TYPE	BURDEN FACTOR
Administrative	1.50
Apartment	1.56
Auditorium	1.42
Bank	1.40
Biology	1.61
Chemistry	1.70
Church	1.42
Classroom	1.52
Courthouse	1.62
Department Store	1.23
Dining Hall	1.38
Dormitory	1.54
Engineering	1.64
Fraternity	1.60
Garage	1.18
Gymnasium	1.42
Hospital	1.83
Hotel	1.58
Laboratory	1.71
Library	1.32
Office	1.35
Restaurant	1.41
Science	1.67
Service	1.20
Student Union	1.72
Warehouse	1.08

*The burden factor is intended to include such things as corridors, mechanical and equipment rooms, restrooms, stairs and elevators

* This sheet is to be used as a guide only. There could be other factors associated with a building that could either raise or lower these Burden Factors.



Request from LSU A&M to Lease Land at LSU Innovation Park for Construction of an Incubator Center

To: Members of the Board of Supervisors

Date: January 25, 2019

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

- A.3 The lease of any immovable property
- A.5(i) Any contract for construction or capital improvements on immovable property of the Board where the construction cost is projected to be greater than \$1 million
- A.6 Schematic Design of buildings where the construction cost is projected to be greater than \$1 million

1. Summary of the Matter

LSU Innovation Park has been negotiating with a potential tenant to relocate its production facilities to the Park. The potential tenant desires to move in to the space in August or September of 2019. In order to timely and cost-effectively construct this space, the Park requests to lease land to a private, third party company (the Developer) to construct, operate, and maintain the space.

While the final details remain to be negotiated, the lease will provide that the Developer will be solely responsible for all costs of construction and operation, and the Developer will bear all risks associated with operation of the new building. LSU Innovation Park will have to approve all tenants, though if some portion of the building is vacant for a period of time, the Developer will be authorized to enter into short-term leases (no more than 1 year) with tenants that would not meet the Park's ordinary criteria for tenants with prior approval by the University Administration. In general, the requirement for long-term tenants will be that they have been recruited to Baton Rouge by Louisiana Economic Development or the Baton Rouge Area Chamber, or are otherwise companies doing research or developing technologies complementary to LSU research and other Park companies, or are companies spun off from or licensing LSU technologies. The building will also include office space that will be used by the Developer for its own purposes.

The building will be approximately 40,000 square feet, and a total of approximately 80,000 sf of land (1.83 acres) will be leased to accommodate the building and parking needs. The building and parking will meet the design standards established for Innovation Park development, and all plans and specifications must be approved by LSU in accordance with normal practices. A schematic design is attached. The Developer estimates the construction cost at approximately \$3.8 million.

The term of the lease will be 30 years, with two 10-year options for renewal by mutual agreement. Rent will be \$7,000 per acre annually, with an inflation adjustment every 5 years. Further, Developer will pay additional rent for building space actually occupied by either Developer itself or any tenant. Negotiations continue for the precise amount of this additional rent; it is anticipated that the amount will be between \$0.50 and \$1 per occupied square foot.

2. Review of Business Plan

The building will be constructed and operated at no financial risk to LSU. Developer will be solely responsible for all utility connections to municipal providers (not to any LSU utility infrastructure). Prior to beginning construction, Developer will be required to demonstrate sufficient

funds, an irrevocable line of credit, or other suitable financial assurance to ensure that construction is completed. Normal requirements of leases for construction on LSU land by non-LSU entities will be included. The base rental amount plus the reasonably anticipated additional rent projected will provide an appropriate return based on the appraised value of this property.

3. Fiscal Impact

Using conservative estimates to project additional rent amounts, this lease will annually generate approximately \$27,000 (\$12,856 in Base Rent and \$15,000 in Additional Rent) for LSU Innovation Park, while incurring few additional expenses.

4. Description of Competitive Process

The Developer approached LSU with an offer to undertake this construction and operation at its risk. Under R.S. 17:3361.A(6) and R.S. 51:1923(11), no competitive process is required for leases of this nature for tenants in research parks designated by the university as a business incubator or research park. LSU staff have carefully analyzed the proposed terms and rents, and find them to be generally consistent with what could be expected from a competitive selection process. The Developer has significant experience with construction and operation of buildings of this type.

5. Review of Legal Documents

Before execution, all legal documents will be reviewed by the LSU Office of General Counsel for legal sufficiency and compliance with LSU policies, procedures and practices. Due to time constraints, draft legal agreements are not yet available, but the leases will contain the terms generally outlined in this submission and all normal insurance requirements and other terms and conditions normally required in leases for construction projects on LSU's campus by non-LSU entities.

6. Parties of Interest

LSU
Park Central Investments, LLC (the Developer)
Joseph Kunstler (the Developer's Manager and Registered Agent)
Aquaculture Systems International, LLC (a prospective tenant)
Carver Scientific, Inc. (a prospective tenant)
HIT Lights LLC (a prospective tenant)
Bascom Hunter Technologies, Inc. (a prospective tenant)

NOTE: The prospective tenants have not made formal commitments, and may not ultimately lease space in the building. They are listed solely to fully disclose all parties with a potential interest.

7. Related Transactions

None.

8. Conflicts of Interest

None.

ATTACHMENTS

- I. Transmittal Memo
- II. Site Diagram and Schematic Design

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College authorizes F. King Alexander, in his capacity as President of LSU, to execute a Lease to Park Central Investments, LLC in order to construct a building and related parking at LSU Innovation Park and to execute related agreements as may be reasonably necessary to facilitate the project, and to include in such leases and other agreements such terms and conditions as he deems to be in the best interests of LSU; and

BE IT FURTHER RESOLVED that the Board does hereby acknowledge that the schematic designs for the proposed building are in general compliance with the Campus Design Guidelines as they apply to LSU Innovation Park and hereby delegates the approval of the detailed plans and specifications to the appropriate LSU officer or employee as designated by the President.



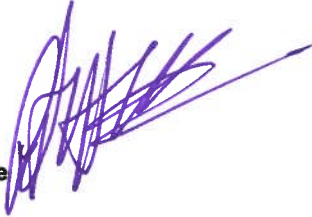
CAMPUS CORRESPONDENCE

To: F. King Alexander, President of LSU
Finance & Administration / CFO

Date: January 9, 2019

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

Through: Tony Lombardo, Associate Vice President for
Facilities & Property Oversight

From: Patrick H. Martin, V, Assistant Vice President for
Real Estate, Public Partnerships, and Compliance 

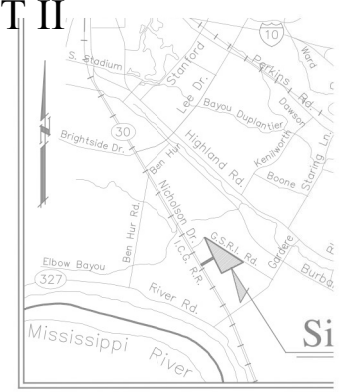
Re: Board of Supervisors Agenda, January 25, 2019
Request from LSU A&M to Lease Land at LSU Innovation Park for Construction of an
Incubator Center

LSU is requesting that the Board of Supervisors authorize the President to execute a lease with a private, third party company to construct a building and related parking at LSU Innovation Park, as well as, execution of related agreements as may be reasonably necessary to facilitate the project.

We request this item be placed on the agenda for the January 25, 2019 Board of Supervisors meeting.

Thank you.

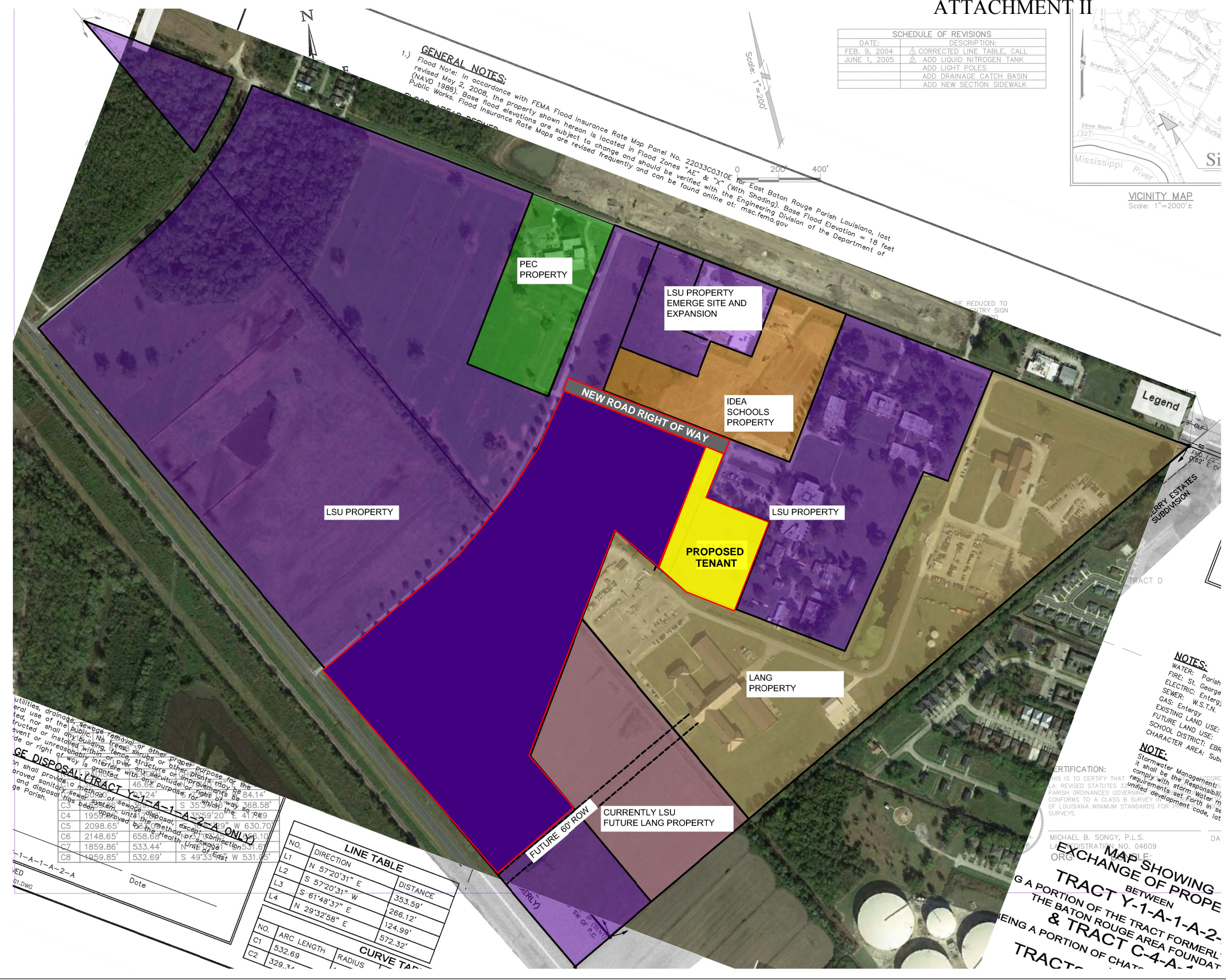
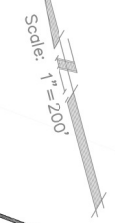
SCHEDULE OF REVISIONS	
DATE:	DESCRIPTION:
FEB. 9, 2004	△ CORRECTED LINE TABLE, CALL
JUNE 1, 2005	△ ADD LIQUID NITROGEN TANK
	△ ADD LIGHT POLES
	△ ADD DRAINAGE CATCH BASIN
	△ ADD NEW SECTION SIDEWALK



VICINITY MAP
Scale: 1"=2000'±

GENERAL NOTES:

1.) Flood Note: In accordance with FEMA Flood Insurance Rate Map Panel No. 22033C0310E for East Baton Rouge Parish Louisiana, last revised May 2, 2008, the property shown hereon is located in Flood Zones "AE" & "X" (With Shading). Base Flood Elevation = 18 feet (NAVD 1988). Base flood elevations are subject to change and should be verified with the Engineering Division of the Department of Public Works. Flood Insurance Rate Maps are revised frequently and can be found online at: msc.fema.gov



Legend

NOTES:

- WATER: Parish
- FIRE: St. George
- ELECTRIC: Entergy
- SEWER: W.S.T.N.
- GAS: Entergy
- EXISTING LAND USE: FUTURE LAND USE: SCHOOL DISTRICT: EBR CHARACTER AREA: Sub

NOTE:

Stormwater Management: it shall be the responsibility of the owner to comply with storm water requirements set forth in the Louisiana Minimum Standards for Development Code, latest edition.

CERTIFICATION: THIS IS TO CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MICHAEL B. SONGY, P.L.S.
LICENSED PROFESSIONAL ENGINEER
REGISTRATION NO. 046609

MAP SHOWING EXCHANGE OF PROPE TRACT Y-1-A-1-A-2 BETWEEN A PORTION OF THE TRACT FORMERLY KNOWN AS THE BATON ROUGE AREA FOUNDATION & TRACT C-4-A-1 BEING A PORTION OF CHATEAU TRACT

Utilities, drainage, sewerage removal or other proper purpose for the general use of the public. No trees, shrubs or other plants may be cut, removed, or destroyed, nor shall any building, fence, structure or improvements be constructed or installed within the right-of-way or right-of-way easement or unreasonably interfere with its use or purpose for which it was dedicated or right of way is granted.

SEWERAGE DISPOSAL: The owner of the property shall provide a method of sewerage disposal, until the method of sewerage disposal has been approved by the health department of the parish.

NO.	ARC LENGTH	RADIUS
C1	532.69	
C2	329.74	

LINE TABLE		
NO.	DIRECTION	DISTANCE
L1	N 57°20'31" E	353.59'
L2	S 57°20'31" W	266.12'
L3	S 61°48'37" E	124.99'
L4	N 29°32'58" E	572.32'

PROJECT
NEW BUILDING FOR INNOVATION PARK LSU BATON ROUGE, LA.

PROJECT NO.	18-24
SHEET TITLE	PROPOSED SITE PLAN
DATE	1-7-19
REVISIONS	
SHEET	SITE 7



LSU PROPERTY
EMERGE SITE + EXPANSION

IDEA SCHOOL

PROPOSED EASEMENT FOR INNOVATION PARK & PROPOSED TENANT

LSU UNDEVELOPED PROPERTY

INNOVATION PARK

PROPOSED TENANT

Design Development
Not for Permitting or Construction

SITE 6

829.32'

N 61°48'37" W

965.25'

FND 1/2" IP

N 29°09'03" E
196.00'

N 29°09'03" E
137.64'

S 29°09'03" W
440.10'

241.18'

363.68'

PROJECT
**NEW BUILDING FOR INNOVATION PARK
LSU
BATON ROUGE, LA.**

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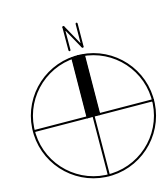
PROJECT NO.
18-24

SHEET TITLE
PROPOSED SITE PLAN

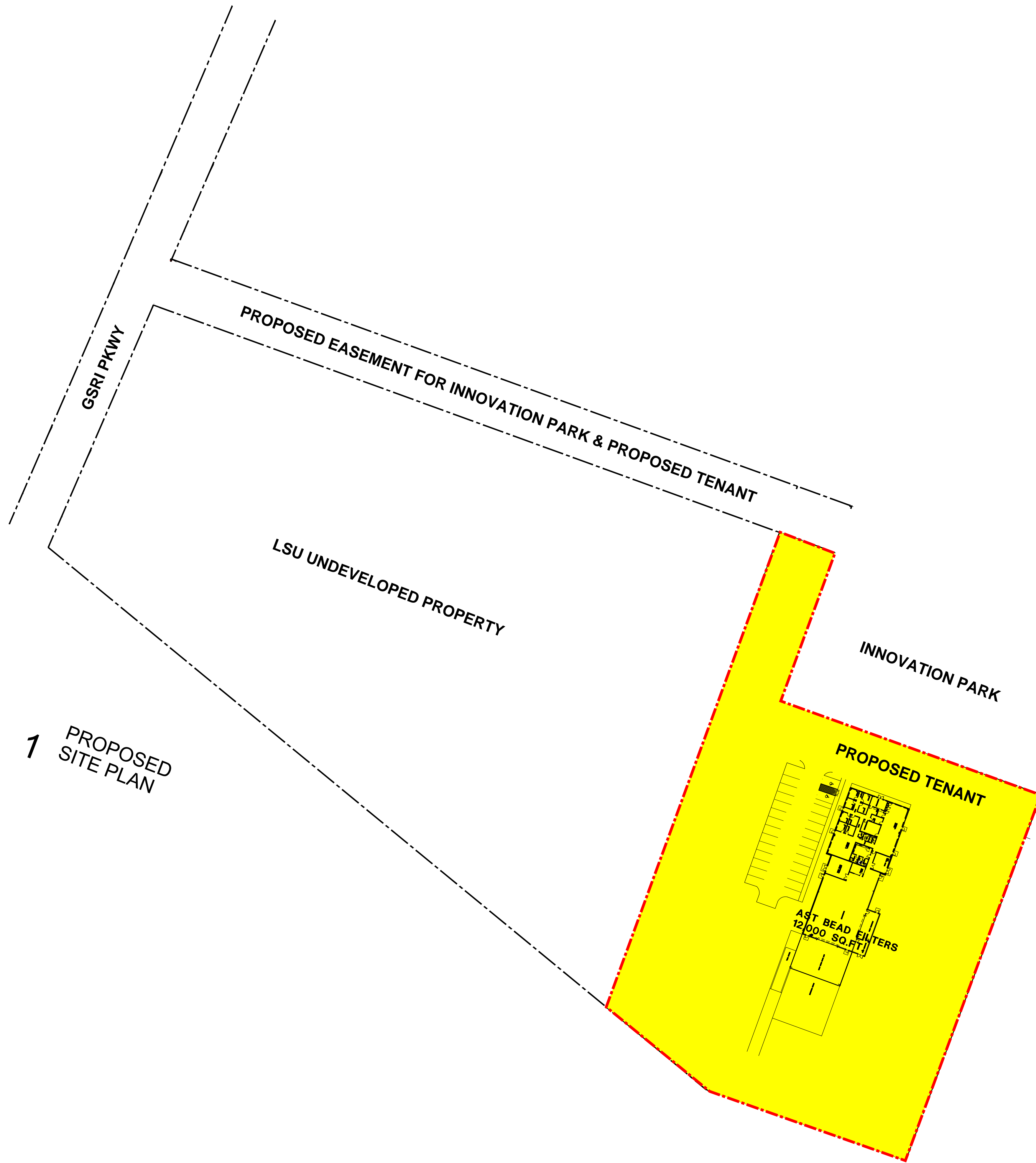
DATE
1-7-19

REVISIONS

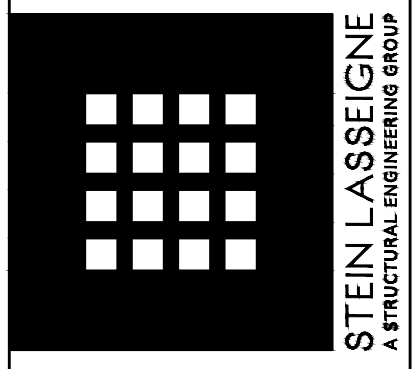
SHEET
SITE 7



1 PROPOSED SITE PLAN



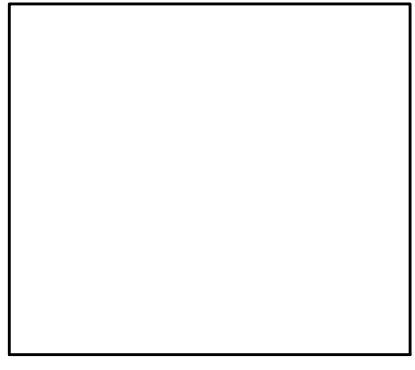
Design Development
Not for Permitting or Construction



Stein Lasseigne, Inc.
4021 WE Heck Ct, Ste H1
Baton Rouge, LA 70816
225-709-6167
www.stlengs.com

Rickie Vidrine
Design Studio
rickievidrine.com
225-712-1034
PO Box 8260
Baton Rouge, Louisiana 70884

PROJECT
NEW BUILDING FOR
INNOVATION PARK
LSU
BATON ROUGE, LA.



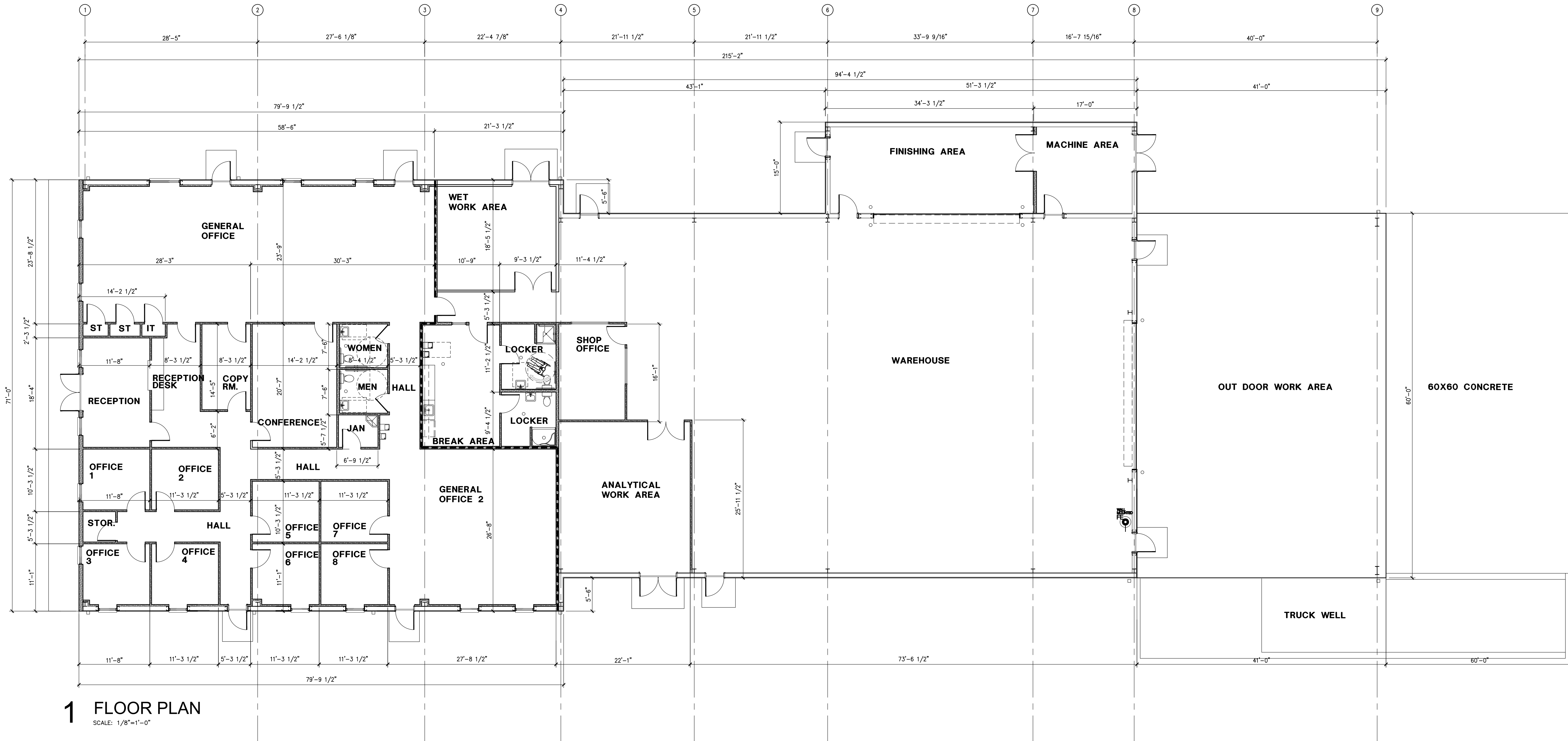
PROJECT NO.
18-24

SHEET TITLE
PROPOSED SITE PLAN

DATE
1-7-19

REVISIONS

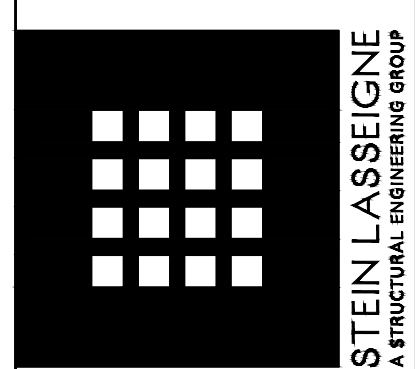
SHEET
SITE 7



1 FLOOR PLAN

SCALE: 1/8"=1'-0"

TOTAL AREA UNDER ROOF
14,556 SQ.FT.



Stein Lasseigne, Inc.
4021 WE Heck Ct, Ste H1
Baton Rouge, LA 70816
225-709-6167
www.steins.com

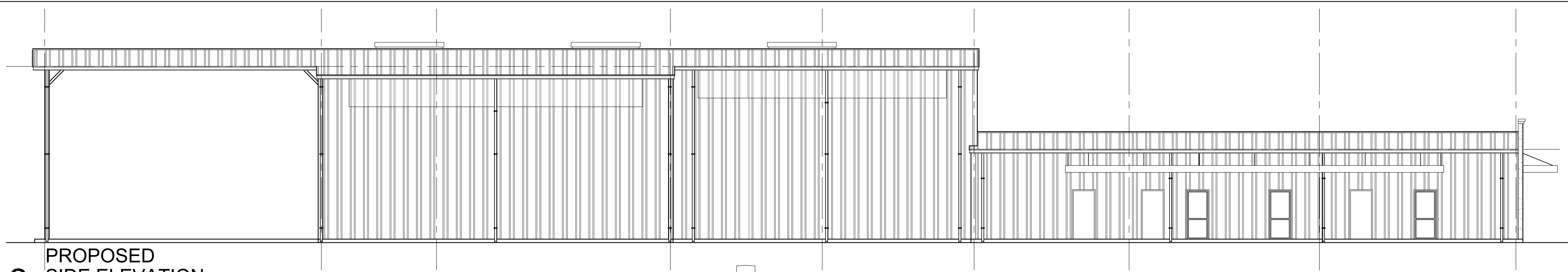
Rickie Vidrine
Design Studio
rickievidrine@cox.net
225-112-1034
PO Box 8260
Baton Rouge, Louisiana 70884

PROJECT
**NEW BUILDING FOR
AST AQUACULTURE SYSTEMS TECHNOLOGIES, LLC
LSU
BATON ROUGE, LA.**

PROJECT NO.
18-24
SHEET TITLE
PROPOSED FLOOR PLANS
DATE
11-14-18
REVISIONS

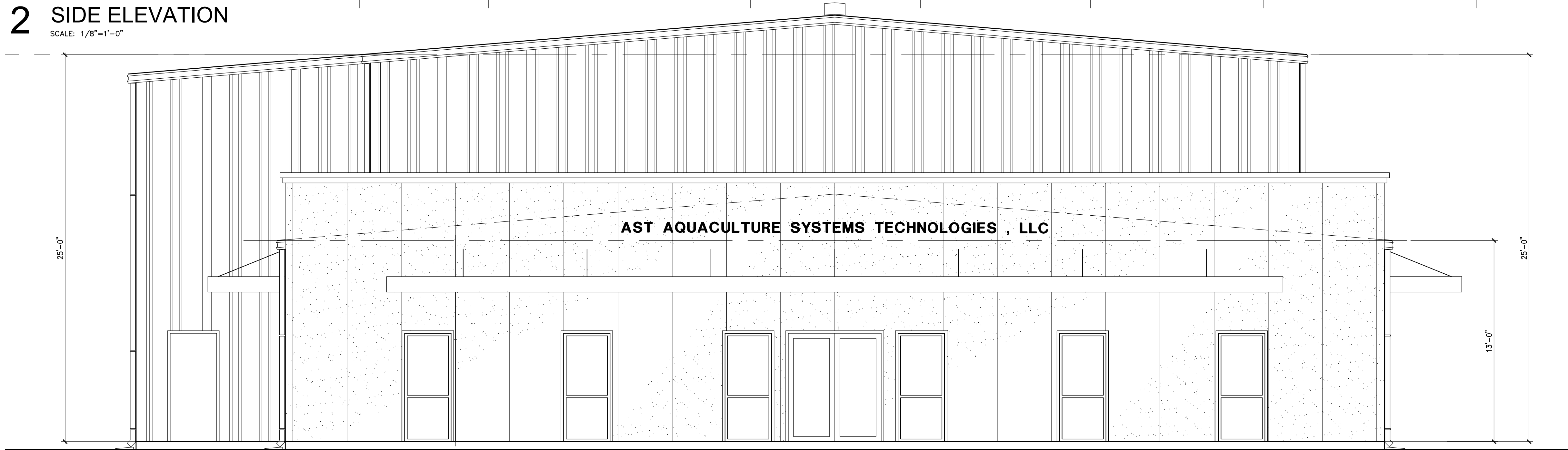
SHEET
P-9

Design Development
Not for Permitting or Construction



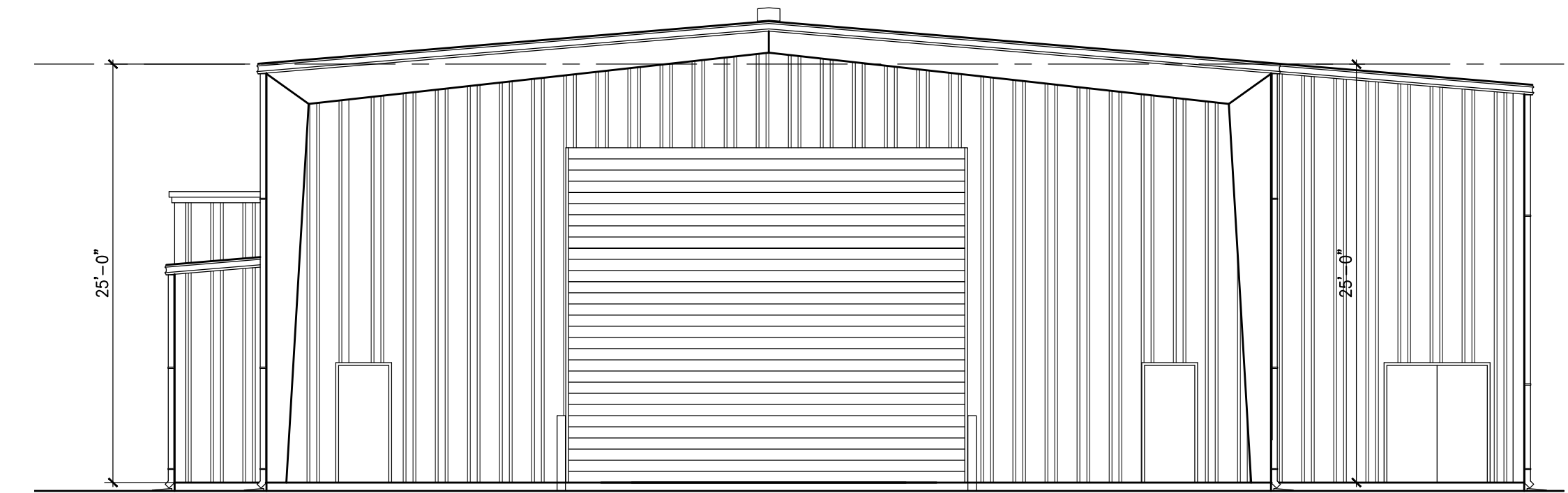
2 PROPOSED
SIDE ELEVATION

SCALE: 1/8"=1'-0"



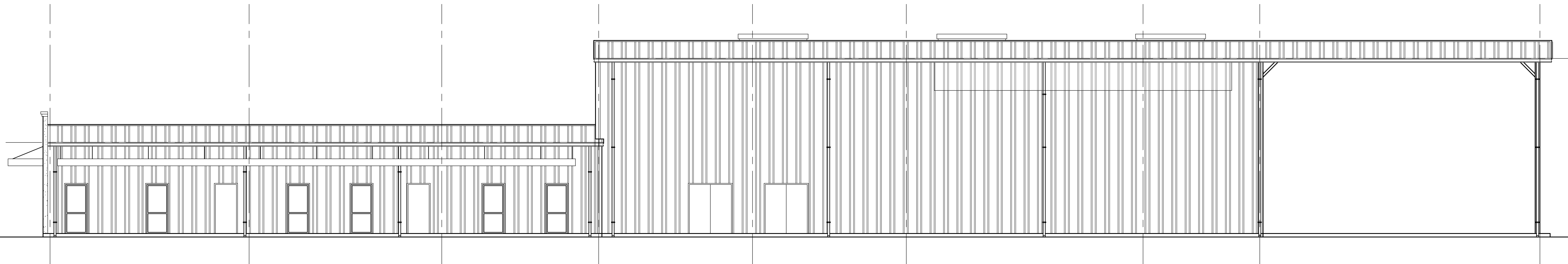
1 PROPOSED
FRONT ELEVATION

SCALE: 1/4"=1'-0"



4 PROPOSED
REAR ELEVATION

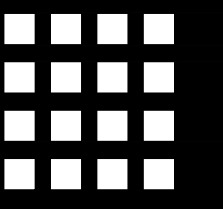
SCALE: 1/8"=1'-0"



3 PROPOSED
SIDE ELEVATION

SCALE: 1/8"=1'-0"

Design Development
Not for Permitting or Construction



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STEIN LASSEIGNE
A STRUCTURAL ENGINEERING GROUP

Rickie Vidrine
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rickievidrine.com
225-112-1034
PO Box 82601
Baton Rouge, Louisiana 70884

PROJECT
NEW BUILDING
FOR
AST AQUACULTURE SYSTEMS TECHNOLOGIES, LLC
LSU
BATON ROUGE, LA.

PROJECT NO.
18-24

SHEET TITLE

PROPOSED
ELEVATIONS

DATE

11-12-18

REVISIONS

SHEET

P-4



**Request from LSU REFF to Find an Acceptable University Purpose
for a Predevelopment Agreement with 1532 Tulane Partners, Inc.
for the Charity Hospital Redevelopment Project**

To: Members of the Board of Supervisors

Date: January 25, 2019

This is a significant board matter pursuant to Article VII, Section 1 of the Board's Bylaws:

- A 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
- C The lease of any immovable property.

1. Summary of the Matter

Charity Hospital in New Orleans has been unoccupied since it was evacuated in the aftermath of Hurricane Katrina in 2005, costing the LSU Health Sciences Center – New Orleans over \$1 million annually to maintain. With the construction of the University Medical Center, Charity is no longer needed as a hospital, and multiple studies have confirmed that it is not feasible to restore it as a functioning hospital. Prior to the current effort, various studies for alternative uses of the former Charity Hospital building have been conducted by both public and private entities, but these have not been comprehensive and have not yielded consistent recommendations.

The current abandoned and deteriorating state of the Charity Hospital building is significantly hindering the continued development and revitalization of the New Orleans medical district. As the owner of the former Charity Hospital building, LSU must take effective action to find a new use for the building and find a commercial partner who can transform the building for the ultimate benefit of the LSU Health Sciences Center – New Orleans and the entire New Orleans medical district.

In September 2017, the Board approved an Intent to Lease agreement with the LSU Real Estate and Facilities Foundation (REFF) for the purpose of returning the building to commerce. Through this agreement, REFF has:

1. Engaged the Urban Land Institute to explore redevelopment options that would promote economic development in the surrounding neighborhood;
2. Created a Project Management Committee to spearhead the task, with appropriate stakeholder membership including New Orleans civic leaders and the Louisiana Commissioner of Administration;
3. Engaged JLL, a consulting firm with nationally recognized expertise in this area, to assist its efforts;
4. Consulted with the Spirit of Charity committee formed by the Greater New Orleans Foundation to engage the New Orleans community in discussions about the redevelopment of the Charity building and, more broadly, the opportunities it would provide for the New Orleans Medical District; and
5. Conducted a comprehensive, competitive selection process to select a developer for the Charity Hospital Redevelopment Project.

The competitive selection process for a developer for this project consisted of three phases as outlined below:

1. A Request for Qualifications (RFQ) was issued on April 16, 2018, which was open to any interested parties.
2. From the responses received on May 16, 2018, three firms were invited to exclusively submit responses to a much more detailed Request for Proposals (RFP). Of those three firms, two submitted proposals.
3. After meetings with both firms, each was asked to submit a best and final offer. At the end of this process, 1532 Tulane Partners was selected as the preferred Developer by a unanimous vote of the Project Management Committee, and REFF thereafter unanimously approved the Committee's selection.

Since the selection of 1532 Tulane Partners, Inc. (the "Developer"), REFF, with assistance from JLL, outside counsel, and LSU staff, has been negotiating the terms of a Predevelopment Agreement (PDA) that will govern the parties' obligations during a period of due diligence and the negotiation of final lease documents between REFF, the Developer, and LSU. While minor details remain to be worked out by counsel for both parties, REFF and the Developer have reached substantive agreements on the key business terms of the PDA.

REFF requests authorization from the Board to enter into the PDA under the terms of the Uniform Affiliation Agreement between LSU and REFF. While approval by this Board of the PDA does not create a binding legal commitment to enter into the subsequent Main Lease between LSU and REFF, and does not authorize REFF to enter into the Primary Sublease between REFF and the Developer, it is an expression of the Board's and University's commitment to the process, the project, and the Developer. The Developer will undertake significant expenses during the due diligence period governed by the PDA, in reliance on the Board's commitment to the process outlined in the Intent to Lease Agreement, as reaffirmed with this authorization for REFF to enter into the PDA with 1532 Tulane Partners, Inc.

Once the PDA is executed, REFF and the Developer will immediately begin to negotiate the final lease terms, while the Developer begins its efforts to review title issues, further analyze the building condition and environmental factors, and conduct other due diligence. While it is expected that the bulk of the agreements will be completed in a matter of a few months, final details may not be completely resolved until the end of the due diligence period called for in the PDA (up to 12 months). Once the leases (the Main Lease from LSU to REFF and the Primary Sublease from REFF to the Developer) are fully completed, they will be presented to this Board for final approval.

The PDA contains several key business terms, some of which are relevant only to the due diligence period, and some of which relate to terms which must be in the final lease agreements. In short, LSU will lease the Charity property (both building and land) to REFF in the Main Lease. REFF will sublease it to the Developer in the Primary Sublease. The Developer will pay an up-front lease payment of \$11,850,000, as described in more detail below, and will thereafter pay an additional \$250,000 in rent annually. There will be a substantial period of due diligence after the signing of the PDA and before closing on the leases. While final details are still being negotiated, the parties believe that the due diligence period will last between six months and one year.

Developer will contractually agree to follow the City of New Orleans diversity and inclusion goals for contractors. Section 4 of the Developer's proposal, which sets forth its commitment to promoting diversity and inclusion, will be attached to and made a part of the PDA, and is attached here as Attachment III.

The PDA and subsequent lease agreements will also set the terms and conditions for review of the building renovation plans and specifications by REFF, LSU, and the state office of Facility Planning and Control (FP&C). Because the building is owned by LSU, a state entity, FP&C is the code review authority, meaning it is legally required review and approve architectural and engineering plans that would normally be the responsibility of the local government planning office. To expedite plan review, REFF will engage, at Developer's expense, a third-party architectural or engineering firm to conduct this review and make recommendations to LSU and FP&C. FP&C and LSU staff will focus on a small number of items to review themselves, primarily in areas related to the building's structural integrity and key historical components.

Once the Main Lease and the Primary Sublease are executed, neither REFF, LSU, nor the state will have any involvement with or responsibility for operations and maintenance of the building. The Developer will be solely responsible for all costs and operations of the building for the 99-year term of the Main Lease and Primary Sublease. REFF and LSU will not have any control over Developer's selection of residential, retail, or commercial tenants. Currently, Developer believes the building will be occupied by both residential and commercial tenants, with the potential for a small amount of retail on the ground floor. However, Developer has not made binding commitments regarding the specific tenant mix. Developer has indicated that the housing component will include work force housing, faculty/student housing for Tulane University, market-rate housing, and co-living units, a combination which will allow for a diverse population to inhabit the building in an equitable way.

2. Review of Business Plan

Other than costs for its lawyers and JLL, REFF will not incur any out-of-pocket expenses during the PDA due diligence period. REFF will engage a third-party firm to review the plans and specifications for the building, but that cost will be paid by the Developer under the terms of the PDA. As provided for in the Intent to Lease Agreement, if for any reason the leases between LSU and REFF and between REFF and the Developer are never executed, the University will be obligated to repay REFF for its out-of-pocket expenses. If the leases are executed, REFF will recoup its costs from the up-front rental payment from the Developer.

3. Fiscal Impact

During the term of the PDA, LSU will be responsible for continuing to maintain the building in its current condition, which costs HSC-NO approximately \$1 million annually. Once the Main Lease and the Primary Sublease are executed, LSU's responsibility for these costs will end. As noted, Developer will make an up-front lease payment of \$11,850,000, which will be paid in one or more installments over the course of the first year after execution of the agreements, on a schedule set forth in the leases. That amount, and the annual rent of \$250,000 in subsequent years, will be distributed in accordance with the terms of the Main Lease agreement between LSU and REFF.

4. Description of Competitive Process

REFF first engaged the Urban Land Institute to engage in a comprehensive study of the Charity Hospital building and the surrounding area. REFF then engaged, through a competitive process, the Jones Lang Lasalle (JLL) firm to assist with marketing the project to prospective developers and conducting a highly competitive selection process. A Request for Qualifications was issued which resulted in three qualified firm being invited to respond to a subsequent detailed Request for Proposals. Of those three, two firms submitted detailed proposals. After presentations and discussions with each of those two finalists, both were invited to submit best and final offers. At the end of that process, the REFF Project Management Committee unanimously recommended the selection of 1532 Tulane Partners as the preferred developer. That choice has since been ratified unanimously by the full REFF board.

5. Review of Legal Documents

The Predevelopment Agreement (PDA) terms are being negotiated by counsel for Developer and REFF. The most recent draft is attached as Attachment V. This document is subject to change as the parties continue to negotiate. The Developer has approved in writing the Summary of Key Business Terms (Attachment II), so the final version will be consistent with those terms. The final version of the PDA will be reviewed by the Office of General Counsel prior to execution by the President.

6. Parties of Interest

The following parties have an interest in and/or are involved with this transaction.

LSU

State of Louisiana

LSU Real Estate and Facilities Foundation, with bridge financing support from the LSU Foundation
Members of the REFF Project Management Committee

LSU Health Foundation

1532 Tulane Partners, Inc.

Subcontractors, Investors, and other parties engaged by the Developer., which are shown on the Organizational Chart provided by 1532 Tulane Partners, Attachment IV. *Note that these key participants are subject to change by the Developer, in accordance with the terms of the PDA.*

7. Related Transactions

Under the terms of the PDA, the Developer and REFF will negotiate to develop a Primary Sublease between REFF and the Developer. Simultaneously, REFF and LSU will negotiate the terms of the Main Lease between LSU and REFF. This generally follows the process used for LSU's successful Nicholson Gateway development.

8. Conflicts of Interest

None known.

ATTACHMENTS

- I. Transmittal Letter
- II. Summary of Key Business Terms for Predevelopment Agreement
- III. Diversity and Inclusion Commitment from Developer
- IV. 1532 Tulane Partners, Inc. Key Partners
- V. Draft Predevelopment Agreement

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes Dr. F. King Alexander, President of Louisiana State University, or his designee to determine, after reviewing the final agreement and finding that it contains adequate provisions to protect the interests of the Board, that an Acceptable University Purpose exists for the LSU Real Estate and Facilities Foundation or its subsidiary to enter into a Predevelopment Agreement with 1532 Tulane Partners, Inc. in connection with the Charity Hospital Redevelopment Project process approved by this Board on September 8, 2017; and

BE IT FURTHER RESOLVED that the Board expresses its support for REFF's efforts toward the Charity Hospital Redevelopment Project through the process established by the Board on September 8, 2017 and the resulting Intent to Lease Agreement for that project, and the Board affirms its intention to continue to support REFF's efforts to negotiate the various agreements required between LSU and REFF and between REFF and 1532 Tulane Partners to successfully place the former Charity Hospital building back into commerce under terms that are satisfactory to all parties.




CAMPUS CORRESPONDENCE

To: F. King Alexander, President of LSU
Finance & Administration / CFO

Date: January 15, 2019

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

Through: Tony Lombardo, Associate Vice President for
Facilities & Property Oversight

From: Patrick H. Martin, V, Assistant Vice President for
Real Estate, Public Partnerships, and Compliance 

Re: Board of Supervisors Agenda, January 25, 2019
Request from LSU REFF to Find an Acceptable University Purpose for a Predevelopment
Agreement with 1532 Tulane Partners, Inc. for the Charity Hospital Redevelopment Project
Center

The LSU Real Estate and Facilities Foundation (REFF) is requesting that the Board of Supervisors authorize the President to find an acceptable university purpose, once the final document has been negotiated, to enter into a Predevelopment Agreement with 1532 Tulane Partners, Inc. for the redevelopment of the former Charity Hospital building.

We request this item be placed on the agenda for the January 25, 2019 Board of Supervisors meeting.

Thank you.

Summary of Key Business Terms for Charity Redevelopment PDA

Due Diligence Period

1. Upon execution of the PDA, Developer will pay a \$100,000 deposit to REFF, which becomes non-refundable (except in cases of default by REFF).
2. The initial Due Diligence Period is for 6 months. At the end of that 6 months, Developer can request up to 2 additional, 3-month periods for due diligence. Developer must pay an additional, non-refundable \$50,000 deposit for each of the 2 additional due diligence periods. Those are non-refundable immediately (except in cases of default by REFF).
3. REFF and LSU to provide prompt and ready access to the building for Developer and its contractors for Due Diligence purposes.
4. Developer has the right to terminate or not close for a variety of reasons during the Due Diligence Period. That will result in loss of deposit, except in cases of default by REFF.
5. The Developer is entirely at its own risk during the Due Diligence Period. If a final lease agreement is not completed for any reason, neither LSU nor REFF have any financial obligations to Developer, other than return of the deposit in cases of default by REFF.
6. Developer will complete Preliminary Plans during Due Diligence Period, the Code Review Firm will review, and REFF will obtain LSU and state FP&C approvals within that same time period.
7. Closing must take place within 30 days after the completion of the Due Diligence Period. REFF must take every effort to obtain all required landlord approvals during that time period.
8. Under no circumstances is REFF, LSU, or the State liable to Developer for its costs during proposal or due diligence period.

Key Terms for Final Lease Agreements

1. Developer will pay \$11,850,000 as an up-front capitalized lease payment. Specific details of the payment will be negotiated as part of the lease agreements, with the general understanding that the full amount will be paid within the first year after Closing.
2. Annual rent of \$250,000.
3. Lease term of 99 years.
4. Review of plans and specifications as described below.
5. If final approval of plans and specifications not obtained 1 year from closing, Developer can terminate without penalty, but will not receive refund of any amounts already paid.
6. Developer to adhere to commitments to Diversity, Inclusion, and Equity made in its Proposal. Section 4 of its Proposal setting forth this commitment will be attached to the PDA as an exhibit.
7. Developer to indemnify, defend, and hold harmless REFF, LSU, and State for all potential liability related to construction, occupancy, and operation of the building. Developer to maintain specified level of insurance sufficient to protect REFF, LSU, and State. LSU to maintain property insurance on the building through state Office of Risk Management during term of the PDA.

Approvals

1. The Main Lease and the Primary Sublease will be approved by REFF, LSU, and the state. REFF to use every effort to obtain those approvals.
2. Preliminary and final Plans and Specifications will be reviewed by a third party Code Review Firm engaged by REFF at Developer's expense. REFF will transmit plans to LSU and FP&C for review, along with recommendation for approval from the Code Review Firm. All communications regarding LSU or FP&C approvals or approvals as noted will be coordinated with Developer through the Code

Review Firm to simplify communications for the Developer. Review by Code Review Firm, LSU, and FP&C will be for code compliance only, except for a very small number of areas mutually agreed by Developer, REFF, LSU, and FP&C. This very limited number will include key structural, exterior appearance, and historical aspects of the building which will be reviewed for aesthetic appearance, impact on historical components, and engineering soundness.

3. Any approvals required by law from other state entities (such as the state Fire Marshal) shall be obtained directly by Developer.
4. Timelines will be established to ensure prompt review of Plans and Specifications.

A high-angle, slightly blurred photograph of a man in a light blue polo shirt and glasses, focused on writing on a large sheet of paper spread out on a red table. He is holding a green marker. The background shows other people at the meeting, including a person in a yellow shirt. The overall atmosphere is one of active participation and collaboration.

Section 4

DIVERSITY, INCLUSION, EQUITY

Community Outreach Plan

Embracing the Past and Investing in the Future The Hawthorne Agency, Inc. will guide our team in the formation of an outreach plan that evokes transparency and promotes diversity, inclusion, and equity. We recognize that the conceptualization of this plan must include an appreciation of the many New Orleanians who still embrace the spirit of their individual perception of what Charity Hospital represents to them, in a non-tangible context. Through them, the spirit of Charity lives and encompasses how they identify their legitimacy as bonified natives of this city. For many, it has been a birthplace, a healing place, and/or a place of departure for friends, neighbors, and “ya mama nem.” It is for these reasons, we are proposing that a balance be established between the physical design of the Charity Hospital redevelopment and the concepts and ideas of the community—building on local cultural assets, preventing displacement, and honoring the many communities that make up a diverse NOLA.

The strategic communications efforts will include a combination of print, electronic, and social media, editorial board meetings, design charettes, coordination with elected officials, community organization and stakeholder events, assistance with content development for the existing website, and a designated telephone information line. Media relations tasks, directed by Monica G. Pierre, will assist in establishing/maintaining open communication with media representatives that facilitates the dissemination of factual project information to the community on a continual basis.

Additionally, we will utilize the resources already available to us, such as the information on economic development outlined by Mayor Cantrell in her “Forward Together New Orleans” transition document, the “Spirit of Charity” master plan study, and the 2017 ULI Advisory Services Panel Report for the redevelopment of Charity Hospital to accomplish the goals of this project. Our results-oriented strategy is designed to facilitate community support for this cultural landmark in the city’s history.

To successfully accomplish the aforementioned approach, our community outreach plan of action will consist of the following components:

Task 1 - Research

To conduct a thorough review of prior outreach efforts and an assessment of the demographics within the project parameters. Understanding the dynamics of the population and documented stakeholder perceptions will yield a data-driven, inclusive communications process. A stakeholder contact list will be developed and maintained for future correspondence.

Task 2 – Messaging

Building on the project narrative that has been established, our team will craft key messages that promote consistency, continuity, and accuracy of information about the project. Tailored to reach and engage diverse stakeholders, the creation of memorable messaging will aid in clearly communicating the project’s objectives in easy to understand language, void of technical jargon.

Task 3 – Core Outreach Tools

Since by its very nature, adaptive reuse projects are contentious, the method of educating the community and acquiring their feedback must be ongoing, flexible, and transparent. Therefore, advantageous community outreach and engagement goes beyond minimal public meetings; it is constant and commences prior to any construction activity. The communications strategy will employ a mix of core outreach tools as described on the next page.



EDITORIAL BOARD MEETINGS

A critical aspect of transparency is the credibility of the fact provider. In telling the project's story, editorial board meetings will serve as opportunities to formally present important project-related information directly to the media hierarchy in order to effectively achieve this objective.

PRINT MEDIA

Print media will be leveraged to provide current status information about the project via articles, ads, and/or feature stories that validate the teams' commitment to total transparency and engagement.

ELECTRONIC MEDIA

Personal interaction between the project team and the New Orleans community will be afforded through electronic media for the presentation of clear, concise information about varying phases of the project and its public inclusion efforts.

SOCIAL MEDIA

Use of social media will expand the opportunity to engage a broader, more diverse audience. It will also aid in the promotion of events.

GRAPHIC DESIGN

Creating a protocol of accepted fonts, colors, and graphics will provide an aligned, recognizable, and uniformed visual look for the project. Compelling outreach materials will be developed for print, electronic, and social media utilizing a combination of dynamic graphics and text that result in pieces that are both visually appealing and reader-friendly.

WEBSITE CONTENT DEVELOPMENT

To ensure accessibility to updated information about the project, outreach materials will be made available for use on the existing website, www.charityinnovationdistrict.com.

COMMUNITY ORGANIZATION AND STAKEHOLDER EVENTS

Presentations at community organization meetings are recommended as a means of listening to and interacting with

the community to garner their thoughts and ideas. Additionally, special events centered around project milestones will help to publicize the project's progress and further community participation.

TELEPHONE INFORMATION LINE

A designated telephone line will provide residents easy access to verbally communicate inquiries or concerns and obtain approved responses from appropriate project team members. It will be in operation during regular business hours and include a voice mail system for receiving calls outside of those hours to be addressed the next business day.

PUBLIC OPEN HOUSE SESSIONS

In continuing with the outreach initiated during the strategic planning process, an inclusive method for communicating with the public will be maintained through conducting open house sessions. During these sessions, the community will be educated on the project's status and able to provide their input in an informal, interactive setting. Attendees will be given the opportunity to speak one-on-one with members of the project team while they view displays, make comments, and meaningfully participate as this amazing project comes to fruition.

POP-UP INFORMATION STATIONS

The utilization of pop-up information stations in the project area will allow our team to meet the public where they are, especially during project milestones, to obtain input and address specific concerns that may arise as the project progressively evolves.

ADVISORY COMMITTEE

An advisory committee comprised of individuals with expertise in the identified project sectors (i.e. housing/quality of life, transportation and mobility, parks, public spaces and green infrastructure, equitable economic growth, and the charity building, etc.) is suggested to make recommendations for the benefit of the community and/or provide key information that will aid in consensus building.



Providing mechanisms for measurable outreach results

To accomplish the objectives envisioned by JLL and LSU REFF, we propose utilizing quantitative and qualitative research methodologies to effectively measure and explore the perceptions, expectations, and vision of residents for Charity Hospital, to ensure that our team's proposed solution is respectful and supportive of the culture and history of the community. One of the primary objectives of our outreach efforts is to measure and evaluate the level of public awareness and expectations based on stakeholder understanding about the former Charity Hospital Redevelopment project. Our research will be led by Dr. Silas H. Lee III, who has conducted extensive research for previous developments with similar objectives.

Our multi-year research initiative is customized to analyze the concerns, expectations, and priorities of residents bounded by Poydras St, S. Claiborne Ave., Iberville St., and Loyola Ave. As researchers and planners, we recognize the importance of including the opinions of the diverse residents in this emerging community and have incorporated a multi-modal strategy to measure their opinions.

RESEARCH COMPONENT 1: BASELINE TELEPHONE SURVEY (YEAR ONE)

The first component of our research initiative is to conduct an extensive baseline survey of 300 residents to not only measure the cumulative support, awareness and perceptions of residents about the development, but evaluate the results by key demographic groups such as age, race, gender, proximity to the project, and other demographics. Respondents from landline and cell phone households will be interviewed by trained interviewers calling from a centralized research company.

RESEARCH COMPONENT 2: MOBILE ACCESSIBLE SURVEY (YEAR ONE)

The second component of this research strategy is a mobile/web friendly version of the baseline survey accessible to residents. This survey will be available to respondents for a limited period of time to avoid response duplication.

RESEARCH COMPONENT 3: ANNUAL TRACKING SURVEYS (YEARS TWO-THREE)

An annual tracking survey is proposed to measure shifts in perceptions, expectations, and satisfaction of residents. The data from the annual tracking survey will allow planners an opportunity to proactively address issues before they evolve into major obstacles.

Measurement of Impact

Our team will measure the success of our diversity, inclusion, and equity methods through an economic impact calculator (EIC). By tracking our team's progress, we will be able to ensure that we are on track with meeting and exceeding the diversity and inclusion goals set forth for this project. These efforts will be led by the team's community outreach group, The Hawthorne Agency. The EIC will track*:

- Total economic impacts, including both direct and indirect benefits
- How much of the benefit stays in the local area
- Number of jobs generated within the impact area including indirect jobs
- Total local, state and federal tax benefits of the project

*Reports by contract or aggregate



Project Ownership and Investment

Ownership and investment opportunities represent a significant strategy in promoting diversity, inclusion, equity, and access opportunities in this development. Our team's plan is to implement equity at the ownership and developer levels with Hopkins Development Group who will have the majority interest in ownership and development fees in the Low Income Housing Tax Credit portion of this the Charity Hospital redevelopment and have a consulting role in the workforce, faculty/student, and market rate housing portions of the project. Hopkins' valuable insight will help shape the Spirit of Charity Innovation District and continue to provide housing opportunities for the low and very low income future residents of the area.

Units in the project set aside for workforce housing or affordability will also be kept in those designations to provide opportunity for permanent ownership by disadvantaged families and persons. It is anticipated that any sale of units—the aforementioned tenants will have priority in ownership opportunity—would occur only after a Historic, Low Income or Opportunity Tax Credit hold period. 1532 Tulane Partners intends to procure a local HUD-approved home ownership counseling firm to work with current tenants and prospective disadvantaged buyers, allowing disadvantaged tenants to build resources and receive home ownership counseling aiding in home ownership qualification. This would also allow for permanent housing opportunities in these set aside units, beginning approximately 3 years prior to the end of the investment hold period.

Employment and career opportunities for neighborhood stakeholders and disadvantaged persons and businesses will ensure equity and increase quality of life. The proposal for the creation of a Tax Increment Finance District in the Spirit of Charity boundaries is a chance to provide just such opportunities. Opposed to using these TIF funds to pay down debt on a single building, better use would be to have the funds administered by a district-wide non-profit (such as the Greater New Orleans Foundation or a Spirit of Charity Innovation District located non-profit) to provide grants and subsidies to disadvantaged residents or business tenants for direct career or business growth in the area. 1532 Tulane Partners will set aside space and offer stipends or reduced rates for time at co-working and maker spaces within the innovation hub to recipients' of any such grants.



Construction

Opportunities to realize equity outcomes during the construction of the project include, but are not limited to, ensuring the participation of disadvantaged business enterprise contractors, working with and supporting pre-apprenticeship and training programs that expand the pipeline of qualified workers, local hiring commitments, and other initiatives. Subcontractors who may not otherwise have the benefit of performing work on associated projects will be given the opportunity to expand, grow, and become more proficient in every area of the trade (i.e. accounting, trade skills, management, etc.) through the Charity Hospital redevelopment. Furthermore, our team's contractor, The McDonnell Group (TMG), is committed to establishing long-term relationships with those who effectively perform their respective scopes of work and render a quality product.

Our team will promote equity and demonstrate accountability in the diversity and inclusion goals that have been set forth by JLL, LSU REFF, and the City of New Orleans **during the construction phases of the project** through employment of the following means:

Aggressive Outreach

Outreach and good faith efforts are needed to generate interest, identify recruitment sources and structure procurement to allow MBE/WBE/DBE contracting firms the opportunity for involvement. We shall accomplish this via the following methods: community outreach meetings, advertisements, notification to related organizations, project scope forms, time lines and particulars sent to prospective MBE/WBE/DBE by certified mail return receipt requested, follow up by telephone five days after mailing, pre-bid meetings, structuring of bid packages to allow for breakdown of work and comparable scope between similar trades, and matching MBE/WBE/DBE's with prospective bidders on large packages where they may not be competitive.

TMG shall begin outreach through advertisements to trade organizations, special interests group publications and large distribution publications. This shall make the contracting opportunities widely recognizable. TMG's advertisements shall demonstrate sincerity and responsibility. Subcontractors who respond shall be maintained in a database for future contact when their appropriate scope of work is bid.

Targeted Bid Solicitation

In addition to advertisements, TMG shall notify organizations and special interest groups targeting the construction industry. Letters requesting initial interest and membership listings shall be for-warded to these organizations. Organizations wishing to participate shall have their members added to the bid solicitation contact list. TMG shall also advertise contracting opportunities by speaking at organization meetings. During these presentations, scopes of work with approximate dollar amounts shall be made clear and known.

To accommodate bidding, TMG shall forward construction drawings and documents to the organization. When a particular scope of work is published for bid solicitation, TMG shall host pre-bid meetings if any of the following conditions are met: TMG deems it to be in the best interest of the subcontractors, subcontractors request a meeting, or the complexity of scope requires clarification. During the meeting, bidders shall be issued a bid package defining the scope of work, submission requirements, availability, and access to construction documents.

Bid packages shall be structured for simplicity with easy identification of scope split between various sub-contractors. To accommodate MBE/WBE/DBE participation, bid bonds shall not be requested unless deemed necessary by TMG. A bid bond shall be requested only if said scope of work meets one of the following characteristics: scope is highly technical, work is critical to the project schedule, scope of work is comprised of a high dollar value, or if required by Owner. Once bids are received, TMG shall ensure that all subcontractors bid on comparable scopes of work.



Project Labor Agreements

Our team has consulted with Tiger Hammond, President of the Greater New Orleans AFL-CIO. If our team is awarded, Tiger shall be engaged to implement a construction apprenticeship plan following the guidelines of the North America's Building Trades Unions. This major inclusive provision of our proposal with the GNO AFL-CIO shall offer priority training to displaced and nearby residents with the opportunity to participate in construction. Contract negotiations and design shall allow ample time to integrate these individuals into the team so they can be gainfully employed by the time construction starts.

This skilled craft apprenticeship system program establishes an "earn while you learn" system with opportunities for college credit through many of its parts. National partners include the National Urban League, Wider Opportunities for Women, and Helmet to Hardhats. The program provides career training to disadvantaged individuals including low-income, minority, veteran, and female workers, and is widely referred to as "the other four-year degree."

Our team proposes the use of a Project Labor Agreement (PLA) with the mission to realize equity outcomes and ensure access to economic opportunity for area residents. PLA's positively impact construction projects, and research by nationally recognized institutions such as Cornell University, UCLA, and Michigan State University supports their use. The program shall provide:

- Workforce training and apprenticeship programs
- Education and work programs targeted to displaced residents
- Local hiring provisions
- Minimum wage rates and benefits
- Disadvantaged Business Enterprise participation
- Union Labor participation
- Cost Controls
- Timely schedule delivery
- Heightened level of safety

Cash Flow Assistance

To assist MBE/WBE/DBE subcontractors who have inadequate monetary resources to fulfill their portion of work, TMG offers cash flow assistance. Cash flow assistance can include any of the following: TMG will allow the subcontractors assign their subcontract agreements to financial institutions to accommodate lending requirements which affects cash flow distribution, TMG will also offer subcontractors assistance in accounting by monthly payroll draws, joint check arrangements to vendors, etc. Efforts by TMG to aid MBE/WBE/DBE contractors shall continue into and through the construction process.

Equal Opportunity Measures

TMG shall create an environment conducive to equality among all subcontractors and employees regardless of age, race, or gender. TMG expects subcontractors to participate in such a work environment and requires acknowledgment of the same through The McDonnell Group's Equal Opportunity Policy. TMG shall refer minority, woman, and disadvantaged applicants to the proper union halls, trade organizations, subcontractors when TMG cannot properly accommodate them.

During construction, TMG shall meet employment goals by following up on initial contacts whether initiated by TMG or on behalf of the applicant, by requesting lists of minority participants through the local unions and trade organizations and disseminating lists to respective subcontractors.

TMG shall bind all subcontractors to the same terms and conditions of the MBE/WBE/DBE subcontracting and hiring plan. All subcontractors are also encouraged to comply with the spirit of Open Access through all the same phases of their contracting and employment opportunities. Subcontractors shall be required to forward a written plan on how they are to meet the goals of the Subcontracting Plan.

[READ MORE ABOUT NORTH AMERICA'S BUILDING TRADE UNION HERE](#) 

Asset and Facility Management

Opportunities to promote equity during the ongoing operation of the Charity Hospital Redevelopment project include, but are not limited to, ensuring the participation of disadvantaged business enterprise contractors, working with and supporting workforce development programs that expand the pipeline of qualified workers, local hiring and wage commitments, and other initiatives. For the **ongoing asset and facility management phase of the project**, the Hawthorne Agency will assist with the outreach efforts on behalf of 1532 Tulane Partners. Our team will track and archive all responses, and make them available for review by development team members and project stakeholders to promote a transparent process to our teams approach to equity in asset and facility management. Our team will also employ the following methods to promote equity and demonstrate accountability in the diversity and inclusion goals that have been set forth by JLL, LSU REFF, and the City of New Orleans:

Aggressive outreach

Our team will develop an aggressive outreach plan, generating interest for local workforce development through advertising and a direct, targeted, multi-level approach that will include:

- Newspaper
- Contact by fax/email/telephone follow-up (certified and "certifiable" businesses).
- Segment on local weekly radio/television

Small Business Exchange

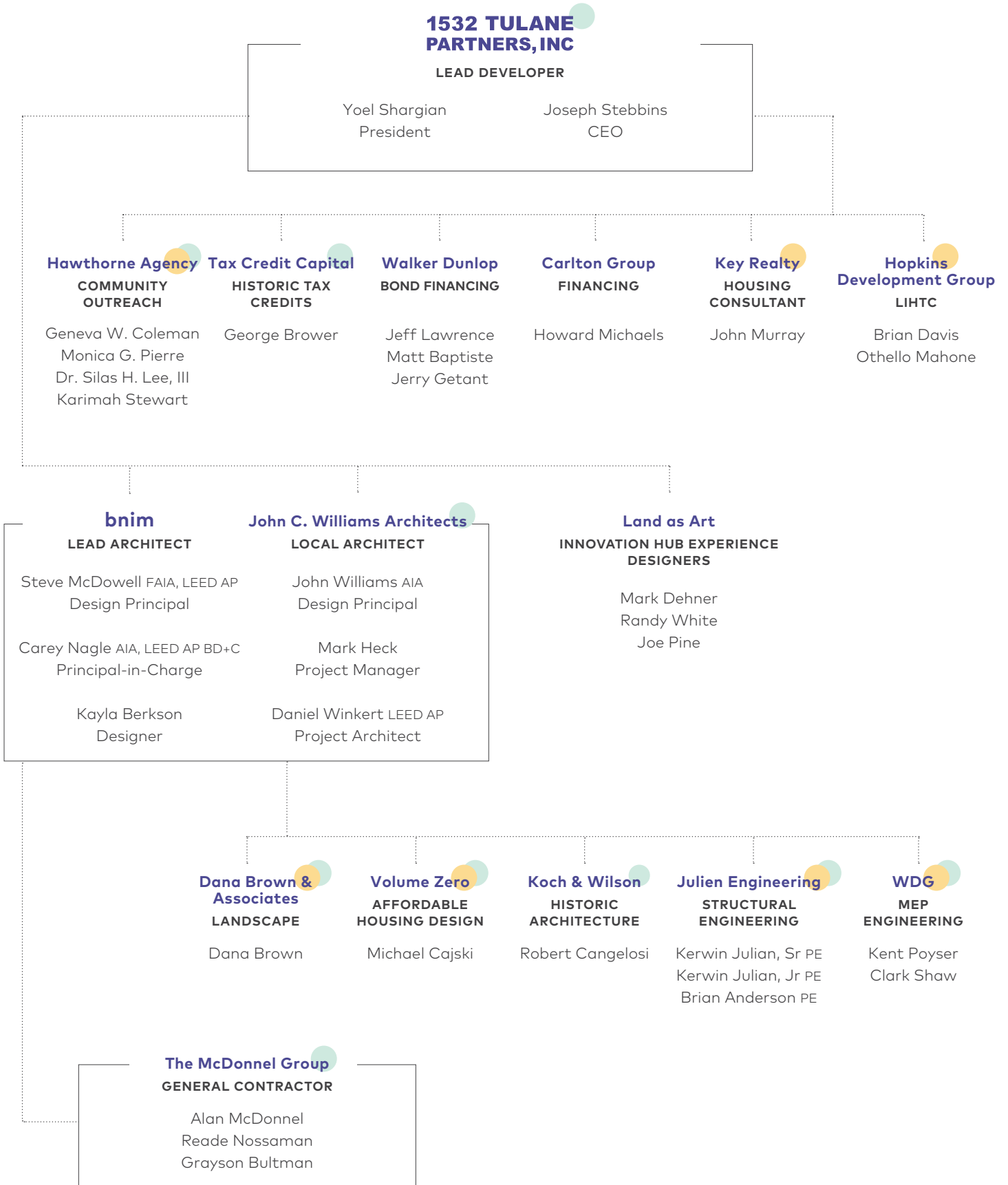
DBE engagement for the hiring of skilled workers and management groups for asset and facility management will be led by Valerie Voorhies of the Small Business Exchange (SBE). SBE has a 34 year history of providing DBE's owned by minorities, women, and veterans (especially disabled veterans) with access to information and resources that enable them to successfully enter and compete in both local and global economies. We will utilize the SBE and its extensive database and outreach tools for inclusion in both the construction and facilities management for this project. To ensure transparency and ease of response, our team will provide "open access" to the procurement process through SBE's "Bid Opportunity Tracking" system. This includes:

- Pre-bid stage
- Out-to-bid stage with planholder/prospective bidder listing
- Bid results with sub-to-low bidders at 1st, 2nd and 3rd tier levels

Educational Opportunities + Workforce Development

Through our proposed programming for internship and apprenticeship opportunities within the innovation hub and in partnership with Tulane University, the Gulf Coast Education and Training Consortium, and other local institutions, we have designed a long-term equity and community investment strategy for the Charity Hospital redevelopment. These opportunities will be managed by the institutions with which they are associated, and will each serve as gateways to lifelong careers in the medical industry. In turn, these programs will provide a pipeline of skilled workers, adding workforce and productivity to the area's biomedical industry and entrepreneurial incubators.

Organizational Chart



= MBE/WBE/DBE = LOCALLY OWNED / OPERATED

PREDEVELOPMENT AGREEMENT

dated as of [____], 2019

by and between

**[_____, LLC],
as Sublessor,**

and

**1532 Tulane Partners, Inc.
as Developer**

PREDEVELOPMENT AGREEMENT

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Several specific terms remain to be negotiated by the parties.

EXHIBITS INDEX

Exhibit A	Parcel Plat
Exhibit B	Parcel Description
Exhibit C	Diversity, Inclusion, and Equity Plan

DRAFT

PREDEVELOPMENT AGREEMENT

THIS PREDEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into effective as of this ____ day of January, 2019 (the “**Effective Date**”), by and between [REDACTED], LLC] as sublessor, (the “**Sublessor**”), a Louisiana limited liability company and a wholly owned subsidiary of the **LSU REAL ESTATE AND FACILITIES FOUNDATION**, a Louisiana non-profit corporation (“**REFF**”), and 1532 Tulane Partners, Inc., a Louisiana corporation, as developer (the “**Developer**”).

WITNESSETH:

WHEREAS, REFF is party to the certain Intent to Lease Agreement for the Charity Hospital Redevelopment Project dated December 8, 2017 (the “**Intent to Lease**”), among the State of Louisiana (through the Division of Administration) (the “**State**”), the Board of Supervisors of the Louisiana State University and Agricultural and Mechanical College (“**LSU**”), a public constitutional corporation, and REFF, which addresses the process and guidelines for the negotiation of a proposed agreement with a developer for the redevelopment of the Charity Hospital buildings and grounds, and recognizes that REFF may form a special purpose entity to perform all responsibilities otherwise ascribed to REFF in relation to the Charity Hospital project;

WHEREAS, REFF has formed the Sublessor for that purpose;

WHEREAS, if the conditions and covenants of this Agreement are satisfied, the Sublessor intends to lease from LSU (i) certain parcel(s) of immovable property [formerly known as **Squares 367, 402 and 405, resubdivided as Tract D**],¹ bounded by Tulane Avenue, LaSalle Street, Gravier Street, and North Claiborne Avenue, located in the First Municipal District, City of New Orleans, Parish of Orleans, State of Louisiana, as shown on **Exhibit A** attached hereto and incorporated herein and described more particularly in **Exhibit B** attached hereto and incorporated herein (collectively, the “**Parcel**”) and (ii) the building formerly known as Charity Hospital (the “**Building**”), and together with the Parcel collectively the “**Property**”), a twenty story building with the municipal address of 1532 Tulane Avenue, New Orleans, Louisiana 70112, located on the Parcel;

WHEREAS, REFF, through a competitive process (the “**Process**”), issued a Request For Proposals dated June 4, 2018 for the Adaptive Reuse of the Former Charity Hospital Building (the “**RFP**”);

WHEREAS, the Developer submitted a Proposal dated August 20, 2018, as supplemented by a Response to Best and Final Information Request dated September 18, 2018 (collectively the “**Proposal**”) in connection with the RFP;

¹ Resubdivision plat and description to be used. **[NOTE:** is resubdivision plat being done now? Will we have it in time for signing this PDA?]

WHEREAS, LSU and Sublessor have entered into a License for Use of Facilities and Premises dated January [redacted], 2019 (the “Access Agreement”) that grants the Sublessor access, and the right to grant the Developer access, to the Property;

WHEREAS, REFF, through the Process, has selected the Developer for the redevelopment of the Property into a mixed-use project (the “Project”);

WHEREAS, the Developer will conduct due diligence and commence the development of plans, budgets, construction contracts, subleases, and financing for the Project, and the Sublessor will provide (or cause to be provided) limited and temporary rights of access to the Property as set forth in the Access Agreement to the Developer and its potential lenders (Developer’s actual lenders being “Developer’s Lenders”) and potential investors (Developer’s actual investors being “Developer’s Investors”, and together with Developer’s Lenders, collectively “Developer’s Financing Parties”), and their respective employees, agents, consultants, and contractors, for site assessments, environmental surveys, inspections and other due diligence, and the Sublessor and the Developer will negotiate the sublease of the Property by the Sublessor to the Developer and other related transaction documents, all under the terms and conditions set forth in this Agreement; and

WHEREAS, this Agreement is the Memorandum of Understanding contemplated by Section 3 of the Intent to Lease;

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

1. **Recitals.** The foregoing recitals are incorporated herein by reference.
2. **Predevelopment; Closing.** Subject to the terms and conditions set forth in this Agreement, the Sublessor and the Developer agree that during the Term (as defined in Section 6) the Developer shall undertake due diligence as provided in Section 5 and shall commence to develop plans, budgets, construction contracts, subleases, and other contractual arrangements for the renovation, improvement, financing and operation of the Project, and the Sublessor and the Developer shall negotiate the Transaction Documents (as defined in Section 3). Commencing on the date (the “Closing Date”) of the closing (the “Closing”) for the execution of the Transaction Documents, the Developer will proceed with the Project, the Developer and the Sublessor each will perform its respective obligations under the Primary Sublease and other Transaction Documents to which it is a party, and the Sublessor will use every reasonable effort to cause LSU and the State to perform their respective obligations under the Transaction Documents to which they are parties. The Closing shall be held no later than thirty (30) days after the later to occur of (i) the end of the Due Diligence Period (as defined below), including any extension(s) thereof as provided below, or (ii) the date of which the Required Approvals (as defined in Subsection 4(a)) have been obtained, unless the parties mutually agree in writing to close on a different date.
3. **Transaction Documents.** The Sublessor and the Developer will each devote appropriate personnel and resources to meet (by phone or in person) and negotiate in good faith on a regular basis toward the finalization and execution of the documents described in this Section. To the extent that some of these documents must be negotiated with and executed by other parties (such as the Developer’s Lenders, LSU and the State), each of Sublessor and Developer shall use

reasonable efforts to cause those parties with whom it has the primary relationship also to work expeditiously toward the finalization and execution of these documents. The documents will be (x) a Sublease to the Developer of the Property (the “**Primary Sublease**”) pursuant to which the Developer will renovate, improve and operate the Property as the Project, and (y) such other documents to which the Sublessor, LSU, or the State is a party (one or more) as may be reasonably determined by the Developer to be reasonably required for the Project (the Primary Sublease, the Main Lease, and such other documents are collectively, the “**Transaction Documents**”). The Primary Sublease will (i) provide for an aggregate term (including renewal terms) of 99 years, (ii) for the Developer to pay \$11,850,000 as an up-front capitalized lease payment (the “**Up-Front Payment**”) (with specific details of this payment to be negotiated as part of the lease agreements, with the general understanding that the full amount will be paid within the first year after Closing) and annual rent payments thereafter of \$250,000.00, (iii) that the Developer may assign its interest as set forth in Section 18, (iv) that the Sublessor will reasonably cooperate with the Developer in maintaining the Property’s exemption from property taxes (but the Developer will pay any ad valorem or other property taxes that become payable on the Property), (v) that the Final Plans and Specifications will be completed within one year after the Closing Date as provided in Section 8, and (vi) terms that will reflect the applicable terms set forth herein. The definitive Transaction Documents will reflect the terms set forth herein, and contain further appropriate terms, conditions, representations, covenants, warranties, indemnities and other terms mutually agreed to by the parties and not inconsistent with this Agreement. The Sublessor acknowledges that the Developer contemplates the availability of various federal, state, and local incentives, including tax credits, qualified opportunity zone incentives, and reduction of ad valorem taxes (if any), and the Sublessor shall, and shall cause LSU to, reasonably cooperate with the Developer to negotiate Transaction Documents that allow a structure to achieve the contemplated incentives. In the event of any ambiguity regarding a provision of this Agreement, reference may be made to the RFP and the Proposal where applicable to provide clarification. In addition to the Primary Sublease, the Transaction Documents are expected to include:

- (a) a Notice of Primary Sublease, for recordation in the Orleans Parish real estate conveyance records;
- (b) An estoppel certificate, a non-disturbance agreement, and other agreements by the Sublessor as may be reasonably required by the Developer or the Developer’s Financing Parties;
- (c) An estoppel certificate, a non-disturbance agreement, and other agreements by LSU as lessor under the Main Lease (as defined below), as may be reasonably required by the Developer or the Developer’s Financing Parties;
- (d) An instrument by the State confirming its approval of the Main Lease and the Primary Sublease and, if reasonably required by the Developer or the Developer’s Financing Parties, other Transaction Document(s); and
- (e) All other documents, agreements, certificates, and instruments as may be reasonably required by the Developer or the Developer’s Financing Parties to carry out or in connection with the transaction contemplated by this Agreement.

Additionally, during the Term, the Sublessor will negotiate a lease of the Property from LSU (the “**Main Lease**”). The Main Lease will be for a term that is no less than the term of the Primary Sublease with all renewal terms, will be consistent with the terms of the Primary Sublease, and will permit and empower the Sublessor to grant to the Developer and permit the Developer to exercise all of the rights granted to the Developer in the Primary Sublease. As part of the Closing, the Main Lease will be fully executed, and a Notice thereof will be recorded in the conveyance records of Orleans Parish, Louisiana. The Main Lease will be one of the Transaction Documents.

4. Conditions to Closing.

(a) The obligation of the Sublessor to proceed with the Closing under this Agreement is subject to the fulfillment prior to or at the Closing of the following conditions, any one or more of which may be waived in whole or in part by the Sublessor:

(i) Each representation and warranty of the Developer contained in this Agreement and the Transaction Documents shall be true and correct in all material respects on and as of the Closing Date, and the Sublessor shall have received a certification by the Developer of the same;

(ii) The Developer shall have performed in all material respects all the covenants and complied with all of the provisions required by this Agreement to be performed or complied with by it at or before the Closing;

(iii) No federal, state, or local laws, rules, ordinances or regulations (collectively “**Laws**”) or court orders or judgments shall be in effect that restrain or prohibit the transaction contemplated hereby;

(iv) The Transaction Documents shall be in form and substance satisfactory to the Sublessor;

(v) LSU and the Sublessor shall have agreed to the Main Lease of the Property in accordance with this Agreement and otherwise in form and substance satisfactory to the Sublessor; and

(vi) The Primary Sublease shall have been approved by REFF, and then by LSU and the State of Louisiana (collectively, the “**Required Approvals**”).

The Developer acknowledges that there is no assurance by the Sublessor that the Required Approvals will be granted, but the Sublessor will use every reasonable effort to obtain the Required Approvals.

(b) The obligation of the Developer to proceed with the Closing under this Agreement is subject to the fulfillment prior to or at the Closing of the following conditions, any one or more of which may be waived in whole or in part by the Developer:

(i) Each representation and warranty of the Sublessor contained in this Agreement and the Transaction Documents shall be true and correct in all material

respects on and as of the Closing Date, and the Developer shall have received a certification by the Sublessor of the same;

(ii) The Sublessor shall have performed in all material respects all the covenants and complied with all of the provisions required by this Agreement to be performed or complied with by it at or before the Closing;

(iii) No Laws or court order or judgment shall be in effect that restrains or prohibits the transaction contemplated hereby;

(iv) The Developer shall not have elected to terminate this Agreement during the Due Diligence Period as provided in Subsection 5(b);

(v) All Required Approvals and all other approvals of Louisiana state Governmental Authorities reasonably determined to be necessary by the Developer or the Developer's Financing Parties shall have been granted;

(vi) The Primary Sublease, the Main Lease, and all other Transaction Documents shall be in form and substance satisfactory to the Developer;

(vii) The Developer's Preliminary Plans (as defined below) for the Project have received the final written approval of the Approval Bodies (as defined below), and

(viii) On the Closing Date, the Property shall be free and clear of all recorded liens, encumbrances and servitudes, except the Permitted Exceptions (as defined below).

(c) (c) At Closing, the parties will satisfy the following obligations:

(i) The Sublessor will:

A. Execute and deliver to the Developer the Primary Sublease;

B. Deliver to the Developer an original of the fully executed Main Lease and originals of all of the other Transaction Documents, fully executed by all parties to them other than the Developer (to the extent that the Developer is a party) and the Developer's Lenders (to the extent that they are a party); and

C. Execute and deliver to the title company an Owner's Affidavit and such other title company documents as are customary in a real estate closing but consistent with the provisions of this Agreement, in form and substance reasonably satisfactory to the Sublessor (and not containing an indemnity to the title company in any way broader than the limited title warranty by the Sublessor in the Primary Sublease).

(ii) The Developer will:

- A. Deliver to the Sublessor or LSU, as may be directed by the Sublessor, the portion of the Up-Front Payment that is mutually agreed will be paid at Closing as a capitalized lease payment, by wire transfer of immediately available funds (the “**Closing Payment**”);
- B. Execute and deliver to the Sublessor the Primary Sublease; and
- C. Execute and deliver to the Sublessor originals of all Transaction Documents to which the Developer is a party and deliver originals of all Transaction Documents to which the Developer’s Lenders are a party.

5. Due Diligence.

(a) At the execution of this Agreement, the Developer has delivered to the Sublessor a deposit in the amount of one hundred thousand (\$100,000.00) dollars (such amount, together with any amounts added thereto under Subsection 5(b), and together with all interest thereon, collectively the “**Deposit**”). The Deposit shall be held by the Sublessor in an interest-bearing, federally-insured account. The Deposit shall be non-refundable to the Developer in all circumstances, except solely if this Agreement is terminated by reason of an Event of Default by Sublessor hereunder as provided in Subsection 15(b).

(b) During the Due Diligence Period, the Developer and its potential lenders and investors and their respective employees, agents, consultants, inspectors, and contractors (all of the foregoing, collectively, the “**Developer Access Persons**”) have the right to review and analyze (x) all aspects of the Property and the condition thereof (including without limitation the environmental condition thereof), and (y) the Due Diligence Materials (as defined in Subsection 5(d) below), all as the Developer reasonably desires. The Sublessor agrees to cooperate reasonably with the Developer and to cause REFF and LSU to cooperate reasonably with the Developer in connection with the evaluation of the Property by the Developer and its potential lenders and investors. The Sublessor shall not bear any out-of-pocket expenses in connection with the Developer’s due diligence (except for the costs of the Sublessor’s attorneys and own consultants). The term “**Due Diligence Period**” means the Original Due Diligence Period (as defined below), as extended by each of the First Extended Due Diligence Period (as defined below) and Second Extended Due Diligence Period (as defined below) upon Developer’s exercise of its option to extend for each of those extension periods, all as provided below:

(i) The Developer’s initial due diligence period shall begin on the Effective Date and extend to the date that is six (6) months following the Effective Date (the “**Original Due Diligence Period**”).

(ii) Conditioned upon the Developer having delivered to the Sublessor (x) copies of each of the Title Commitment, the Survey, and the environmental report(s) obtained as required by Subsection 5(e) below and (y) an additional fifty thousand (\$50,000.00) dollars by wire transfer of immediately available funds as

an increase to the Deposit no later than five (5) business days before the last day of the Original Due Diligence Period, the Developer has the right, at its option, to extend the Due Diligence Period by three (3) months (the “**First Extended Due Diligence Period**”) by providing a written extension notice electing such extension to the Sublessor at least five (5) business days before the last day of the Original Due Diligence Period.

(iii) Conditioned upon the Developer having delivered to the Sublessor an additional fifty thousand (\$50,000.00) dollars by wire transfer of immediately available funds as an increase to the Deposit no later than five (5) business days before the last day of the First Extended Due Diligence Period, the Developer has the further right, at its option, to extend the Due Diligence Period by an additional three (3) months (the “**Second Extended Due Diligence Period**”) by providing written notice electing such extension to the Sublessor at least five (5) business days before the last day of the First Extended Due Diligence Period.

(iv) For the avoidance of doubt, each addition to the Deposit is non-refundable, except solely as provided in Subsection 5(a).

Notwithstanding the time periods set out above, if the Developer gives the Sublessor written notice of its objection to any Title Defect (as defined below) or Environmental Defect (as defined below), and the Sublessor has elected to cure but has not completed the cure by the date that is ten (10) business days before the end of the Due Diligence Period, then the Due Diligence Period will be extended until the earlier of (x) sixty (60) days or (y) the date that is ten (10) business days after the Title Defect or Environmental Defect, as the case may be, has been cured by Sublessor.

Notwithstanding anything to the contrary in this Agreement, the Developer will have the right to terminate this Agreement for any or no reason by notice to Sublessor given no later than the last day of the Due Diligence Period. If the Sublessor does not receive the Developer’s notice of election to terminate this Agreement on or before the last day of the Due Diligence Period, the Developer shall conclusively be deemed to have waived the Developer’s termination right under this Section 5(b).

(c) (i) During the Term, the Developer and the other Developer Access Persons shall have the right, at the Developer’s cost and risk and subject to the terms of the Access Agreement, to inspect the condition of the Property and conduct and make such plans, surveys, tests, studies, inspections, investigations, and any other examinations and evaluations as the Developer may reasonably desire, in all cases using reasonable care to avoid damage to the Property, including with respect to matters of title, survey, utilities, zoning and environmental issues; provided, however, that no physically invasive testing or investigations (such as drilling or test borings) may be undertaken without the express advance written consent of the Sublessor, which consent shall not be unreasonably withheld, conditioned or delayed, and Sublessor’s consent shall be governed by the time periods set out in Subsection 5(c)(ii) below. Notwithstanding the foregoing, the Sublessor may not withhold consent to the performance of a “Phase II” environmental review, but the

Sublessor and LSU shall have reasonable input into the scope of such Phase II environmental report (subject to the time periods set out in Subsection 5(c)(ii) below). The Developer's right to access the Property is subject at all times to the Developer maintaining the insurance coverage required in Subsection 5(g) below and having delivered evidence of same to the Sublessor. The Developer acknowledges receipt of a copy of the Access Agreement and agrees to comply with the provisions thereof that apply to the Developer. The Sublessor will not modify or amend the Access Agreement without the Developer's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed.

(ii) In each instance, at least three (3) business days prior to any entry and inspection, the Developer shall provide the Sublessor and the LSU official specified in the Access Agreement (the "**LSU Representative**") with the following (collectively, the "**Entry Submissions**"):

- (A) Consistent with the Access Agreement and Subsection 5(i) hereof, the Developer shall deliver to the Sublessor and the LSU Representative written notice of its intention to enter the Property to conduct such inspection and investigation and the proposed time of entry (the Sublessor or the LSU Representative shall have the right to reasonably approve such timing and shall have the right to have one or more agents or representatives accompany the Developer and the Developer's representatives at all times while they are on the Property, provided that such accompanying agents or representatives will not unreasonably hinder such activity);
- (B) The Developer shall provide the Sublessor and the LSU Representative with a copy of a work plan for any physical, invasive testing of the Property for the Sublessor's and the LSU Representative's prior written approval, which approval will not be unreasonably withheld, conditioned, or delayed, but the Sublessor or LSU Representative may reasonably modify, limit or disapprove a portion of the work plan if either reasonably believes that the work set out in that portion of the plan will materially damage the Property; and
- (C) To the extent that the Developer or its contractors have not previously delivered current certificates of insurance to Sublessor or the LSU Representative, the Developer will include with its notice copies of certificates of insurance verifying that the Developer and its contractors have procured the insurance coverages in the amounts required under this Agreement (provided that the Developer and individual contractors will not be required to provide

certificates of insurance more often than annually, unless the previous certificate has expired).

Upon each receipt of Entry Submissions under this Agreement, Sublessor and the LSU Representative will endeavor to respond within one (1) business day), but in no event will the response of Sublessor or the LSU Representative to the timing of the entry or tests, the work plan, or any other matters with respect to the entry be provided later than three (3) business days after the receipt of the Entry Submission by Sublessor and the LSU Representative, except in the case of environmental work plans, five (5) business days after such receipt.

(iii) Any water, gas, electrical, sewerage or other utility connections at the Property that may be needed shall be performed by or with the review and prior written approval of the LSU Representative, which approval shall not be unreasonably withheld, conditioned, or delayed. The LSU Representative shall endeavor to respond to a request for connections within one (1) business day but in no event will the response be more than three (3) business days after the request.

(iv) The Developer shall, at its sole cost and expense, comply with all applicable Laws in conducting any entry, inspection or physical testing of the Property. Notwithstanding approvals granted by the Sublessor and LSU of access and proposed activities by the Developer and the other Developer Access Persons, the Developer recognizes and acknowledges that it is responsible for obtaining any licenses and permits that may be required by other Governmental Authorities (as defined in Subsection 10(b) below) and for compliance with any other business, safety, health, or other requirement of Laws applicable to activities under this Agreement.

(v) In no event shall the Developer or the other Developer Access Persons have the right to store or deposit any materials or equipment on the Property (including placing banners, signs or other advertising material or erection of structures), unless and until after the Closing has occurred. However, with the consent of Sublessor, which consent will not be unreasonably withheld, conditioned, or delayed, the Developer will have the right to leave tools, equipment, and other personal property on the Property to the extent and for the period necessary for its inspections and tests; however, all tools, equipment and other personal property brought or placed upon the Property by the Developer or its other Developer Access Persons shall be removed prior to the expiration of the Due Diligence Period. The Developer shall remove all trash, debris, and other waste materials remaining on the Property as a result of any of its or its Developer Access Persons' activities. Upon failure of the Developer to remove any such trash, debris or other waste materials, or tools, equipment or other personal property by the expiration of the Due Diligence Period (or promptly after the termination of this Agreement, if earlier) and if this failure continues for fifteen (15) days after written demand by the Sublessor, then LSU or the Sublessor may remove any of same at the expense of the Developer, which expense the Developer shall reimburse within ten (10) days of invoicing.

- (vi) The Developer acknowledges that LSU shall have the right (but not the obligation) to patrol and police the Property during the Term, and all security services shall be under the supervision of the LSUHSC-NO Police Department.
- (vii) During the Term, the Developer shall not enjoy legal possession of the Site.
- (d) Within thirty (30) days after the Effective Date, the Sublessor shall deliver to Developer a copy of all prior title searches, abstracts, title investigations, site plans and surveys, all environmental reports, surveys, remediation reports and governmental approvals pertaining to environmental condition, all plans and specifications, all material maintenance and repair records, all engineering, soils, and other inspection reports, and all other studies, reports, and other materials that are in Sublessor's, REFF's, or LSU's possession or control that directly pertain to the Property or its title or condition ("**Due Diligence Materials**") that LSU can locate with reasonable due diligence and of which it is currently aware and that have not been previously delivered to the Developer or its agent or made available prior to the Effective Date as part of the Process, in all cases at the Developer's sole cost and expense, but excluding privileged materials (such as attorney work product and communications and HIPAA-restricted records). (However, there may be other documents and materials held by other Governmental Authorities pertaining to the Property of which the Sublessor is unaware.) Any and all Due Diligence Materials are provided without any representation, warranty or recourse to the Sublessor (or to REFF, LSU or the State) as to the truth, accuracy or reliability thereof or the Developer's right to use or rely on them.
- (e) Promptly after the commencement of the Due Diligence Period, the Developer shall order and obtain (x) an ALTA title commitment issued by Capdevielle Title Corporation, as agent for a national title insurance company acceptable to the Developer, for the Parcel ("**Title Commitment**"), disclosing all exceptions or defects affecting title to the Parcel, (y) an updated and current survey for the Parcel ("**Survey**"), and (z) current environmental report(s) for the Property (Phase I and, if appropriate, Phase II reports). The Developer shall be entitled to deliver to the Sublessor a written statement of any objections to title to the Property (accompanied by copies of the Title Commitment and the Survey), which objections, if any, shall be based on exceptions shown on the Title Commitment or matters shown on the Survey, on or before the date that is sixty (60) days after the Effective Date (the "**Title Objection Deadline**"). The Sublessor, upon receiving notice from the Developer of title objections or title defects (collectively "**Title Defects**") on or before the Title Objection Deadline, or thereafter with respect to Title Defects which appear of record or otherwise arise after the effective date of the Title Commitment and Survey, as applicable, shall, within fifteen (15) business days after receipt of such notice (the "**Response Period**"), notify the Developer as to whether the Sublessor intends to cure such Title Defects prior to Closing. The Sublessor's failure to notify the Developer within the Response Period whether or not it elects to cure a Title Defect shall be deemed Sublessor's election not to cure that Title Defect. If the Sublessor elects (or is deemed to have elected) not to cure any Title Defects to which the Developer has objected, then, subject to the next sentence, Developer shall be entitled, at its option, either (i) to terminate this Agreement (so long as such notice of termination is given to the Sublessor within ten (10) business

days after the end of the Response Period, but in any event before the expiration of the Due Diligence Period), or (ii) to proceed with the Closing subject to those Title Defects (in which event they shall become Permitted Exceptions). The preceding sentence notwithstanding, with respect to any Title Defect which appears of record or arises after the effective date of the Title Commitment and Survey or in the event that the Sublessor notifies Developer of its intention to cure a Title Defect, but fails to do so on or before the date of Closing, the Developer shall have the options specified in the preceding sentence, except that the option to terminate this Agreement may be exercised at any time up to and including the date of Closing pursuant to Subsection 4(b)(viii). **“Permitted Exceptions”** shall mean (i) all matters appearing of public record on the Effective Date, (ii) applicable zoning ordinances and regulations, (iii) any requirement that any lot or portion of the Property may need to be subdivided into a lot of record in accordance with the rules and regulations of the City of New Orleans, (iv) all matters reflected on the Title Commitment or the Survey that are not subject to a specific timely title objection notice from the Developer hereunder, and (v) Title Defects that the Developer has agreed or is deemed hereinabove to accept as Permitted Exceptions. Notwithstanding anything to the contrary in the foregoing, if a title exception is a mortgage or monetary lien against the Property that can be cured by the payment at Closing of a liquidated amount of money that is less than the Closing Payment, then the Developer will not be required to object to that mortgage or lien, that mortgage or lien will not be one of the Permitted Exceptions, and the Developer will have the right, at its option, to proceed to Closing, and in that case, a portion of the Closing Payment equal to the amount necessary to obtain the cancellation of such mortgage or lien will be applied to obtain that cancellation.

(f) The Developer waives any claims against the Sublessor, REFF, LSU, and the State and any of their employees and agents for damage to property arising out of any inspections or physical testing of the Property, including any damage to the tools and equipment of the Developer and its representatives, all of which shall be brought on the Property at the sole risk and responsibility of the Developer and its representatives; provided, however, the Developer does not waive any claims against any such party arising out of the gross negligence or intentional misconduct of such party. The Developer agrees to keep the Property free of any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of the Developer or its representatives with respect to any inspections or physical testing of the Property. The Developer shall, at its sole cost and expense, promptly restore or repair any damage caused to the Property or any part thereof by the Developer or any Developer Access Person, in the course of such access or tests or otherwise, and shall restore such damaged portion to substantially the same condition as existed prior to such test or damage. The Developer shall indemnify and hold harmless the Sublessor, REFF, LSU, and the State and the other Sublessor Indemnified Parties (as defined in Section 17) from any injury to persons or damage to property or mechanics’ or construction liens (and any expenses related to any of the foregoing, including without limitation reasonable attorneys’ fees and costs) to the extent arising from the acts or omissions of the Developer or any Developer Access Person as a result of any entry onto the Property or in making any of such plans, surveys, tests, studies, inspections, investigations and examinations on the Property; provided however, the Developer will not be required to indemnify, defend, or hold harmless the Sublessor or the other Sublessor

Indemnified Parties from any matters to the extent arising from the gross negligence or intentional misconduct of the Sublessor or any of the Sublessor Indemnified Parties. The provisions and obligations under this subsection shall survive Closing hereunder or the expiration or earlier termination of this Agreement for any reason.

(g) Prior to entering upon the Property, or permitting any agent, employee or contractor of the Developer to enter upon the Property, the Developer shall obtain and maintain, and shall deliver to the Sublessor reasonable evidence of, the following insurance:

(i) A policy of commercial general liability insurance (which shall include contractual liability coverage for otherwise-insured bodily injury and property damage for which Developer has agreed to indemnify Sublessor in this Agreement) covering all acts of the Developer and the Developer Access Persons, against liability for personal injury (including bodily injury and death) and property damage, of not less than \$5,000,000.00 in combined single limit liability coverage for any one accident or occurrence (this coverage may be provided by a combination of primary and umbrella or excess policies) (the “**Liability Policy**”).

(ii) Automobile liability including coverage for all owned and non-owned vehicles, including rented or leased vehicles, with a combined single limit of \$1,000,000.00.

(iii) Workers’ compensation and employers’ liability insurance covering each employee of the Developer, issued by a responsible carrier authorized under the laws of the State to insure employers against liability for compensation under the Labor Code of the State, or any act hereafter enacted as an amendment thereto or in lieu thereof, such worker’s compensation insurance policies to cover all persons employed by the Developer in connection with the Project and to cover full liability for compensation under any such statute. The Developer shall require each of its contractors and subcontractors to maintain workers’ compensation and employers’ liability insurance that satisfies these requirements with respect to each such contractor’s or subcontractor’s employees, and shall provide the Sublessor with a certificate of insurance with respect to each contractor’s or subcontractor’s coverage before any such contractor or subcontractor enters the Property.

All insurance required in this Section and all renewals of such insurance shall be issued by companies authorized to transact business in the State, and rated at least A- Class VIII by AM Best Company or in the two highest rating categories of S&P and Moody’s. To the extent such endorsements are commercially obtainable, all insurance policies provided by or on behalf of the Developer shall expressly provide that the policies shall not be canceled or materially modified without thirty (30) days’ prior written notice to the Sublessor and LSU, and shall, to the extent obtainable, provide that no act or omission of the Developer which would otherwise result in forfeiture or reduction of the insurance will affect or limit the obligation of the insurance company to pay the amount of any loss sustained and that no insurer shall hold any right of subrogation against the Sublessor, REFF, LSU, and the State. Independent of any notice from the insurer, the Developer shall provide thirty (30) days’ prior written notice to the Sublessor before any suspension, cancellation, material

modification or non-renewal of any required insurance of the Developer (and, to its actual knowledge, notice as any such change to any contractor's or subcontractor's insurance). The Sublessor makes no representation or warranty that the insurance required herein will be sufficient to protect the Developer's interests. All insurance required in this Section shall remain in effect during the entire Term of this Agreement, including any extensions. The Developer shall be liable to the Sublessor, REFF, LSU, and the State for all deductibles maintained under any of the insurance coverages required under Section. Any deductible or self-insured retention in excess of \$25,000.00 must be declared to and approved in advance in writing by the Sublessor.

The Liability Policy and automobile liability policy that the Developer is obligated to maintain according to this Agreement will name the Sublessor, REFF, LSU, and the State as additional insureds. Certificates of insurance with respect to these policies (together with copies of the endorsements naming the Sublessor, REFF, LSU, and the State as additional insureds) and evidence of the payment of all premiums of such policies will be delivered to the Sublessor from time to time at least thirty (30) days prior to the expiration of the term of each policy. If requested by the Sublessor in writing, the Developer shall promptly direct its broker and insurer to provide complete, certified copies of all required insurance policies, including endorsements necessary to effect coverage required by this Agreement. The Liability Policy maintained by the Developer shall be written as primary policies, not contributing with and not in excess of coverage that the Sublessor, REFF, LSU, and the State may carry, if any. The limits of the Liability Policy will not, however, limit the liability of the Developer hereunder.

(h) From time to time as the Developer receives the Title Commitment, the Survey and Phase I or Phase II environmental reports, in each instance the Developer shall promptly provide the Sublessor with a copy thereof (provided that this requirement shall not apply to interim drafts, but only the final work product or the last draft thereof, as applicable).

(i) Communications by the Developer coordinating access requests with LSU shall be made in the following manner. Routine site access requests shall be provided to Mr. Ball as specified below, and all other communications except for routine site access requests shall be directed to both Mr. Lombardo and Mr. Ball as specified below:

Tony Lombardo, Associate Vice President for Facility and Property Oversight
Facilities Services Building
Engineering Lane
Louisiana State University
Baton Rouge, LA 70803
Phone: (225) 578-5603
E-mail: lombardo@lsu.edu

AND

John Ball, Associate Vice Chancellor of Property and Facilities
LSU Health Sciences Center
433 Bolivar Street Room 803
New Orleans, LA 70112
Phone: (504) 568-4500
E-mail: jball@lsuhsc.edu

6. Termination.

(a) The term of this Agreement (the “**Term**”) shall commence on the Effective Date and end on the Closing Date or the earlier termination of this Agreement in accordance with the terms hereof (including by the expiration of the time, if and as extended by mutual written agreement, allowed for the Closing under Section 2). Upon termination of this Agreement, the Developer and the Sublessor agree to execute and deliver to the other a certificate evidencing the termination of this Agreement, but failure of a party to execute such a certificate upon request has no effect or bearing as to whether termination has occurred.

(b) This Agreement may be terminated at any time prior to the Closing Date: (i) by mutual written consent of the parties; (ii) by the Developer, prior to the expiration of the Due Diligence Period as provided in Subsection 5(b) hereof, (iii) by either party, if the deadline for the Closing under Section 2 passes without Closing and without fault by such party, (iv) by the Sublessor, if any of the conditions specified in Subsection 4(a) hereof shall not have been fulfilled by the Closing Date, and shall not have been waived by the Sublessor; (v) by the Developer, if any of the conditions specified in Subsection 4(b) hereof shall not have been fulfilled by the Closing Date, and shall not have been waived by the Developer; (vi) by the Developer, in the event of casualty or expropriation, to the extent provided in Section 21, or by the Sublessor, if mutual agreement is not reached as provided in Section 21; or (vii) by either the Sublessor or the Developer if a Governmental Authority shall have issued a nonappealable final order, decree or ruling or taken any other nonappealable final action having the effect of permanently restraining, enjoining or otherwise prohibiting the transactions contemplated hereby. If this Agreement is validly terminated pursuant to this Section, thereafter there will be no liability or obligation on the part of either party except as otherwise provided in this Agreement.

(c) Upon termination of this Agreement for any reason, and as a condition precedent to any return of the Deposit (if applicable) to the Developer as provided for herein, the Developer shall promptly (and in any event no later than thirty (30) days after termination) return all Due Diligence Materials to the Sublessor as may have been previously delivered to the Developer by or on behalf of the Sublessor, including any materials that were provided to Developer that are due to LSU under the terms of the Access Agreement. If termination of this Agreement was not by reason of an Event of Default by Sublessor, then the Developer shall offer to provide to the Sublessor copies of all written third-party reports, tests, designs, plans (including the Plans and Specifications), title commitments, surveys, studies, inspection data, materials, written information, and documentation that were obtained by Developer and that are in Developer’s possession or that the Developer

has the right to obtain, relating to the Property including inspections or physical testing thereof (the “**Third Party Reports**”) (to the extent not previously provided to the Sublessor), excluding privileged communications such as attorney work product and communications. The Developer shall provide to the Sublessor a reasonably detailed list of all such Third Party Reports. The Sublessor shall have the option to obtain all, some or none of such Third Party Reports at its election by (i) providing written notice to the Developer of its selection within sixty (60) days after termination, (ii) if the termination was by reason of an Event of Default by Sublessor, returning the Deposit to the Developer, and (iii) paying to the Developer its out of pocket costs for each Third Party Report selected, including all third party fees and charges for inspections and generating that Third Party Report and all architects’ and engineers’ fees in preparing the Plans and Specifications (if selected). The Developer will assign to the Sublessor the selected Third Party Reports and the Sublessor may use and rely thereon as to the providers thereof, but the Developer will not be deemed or construed to warrant the truth, accuracy or reliability of these assigned Third Party Reports.

(d) In the event this Agreement is terminated by the Developer by reason of an Event of Default by Sublessor, then the Sublessor shall promptly return the Deposit to the Developer.

(e) The Developer is entirely at its own risk during the Due Diligence Period. In no circumstance whatsoever, including termination of this Agreement for any reason (including termination by reason of an Event of Default by Sublessor or failure to complete and execute the Primary Sublease for any reason), will the Sublessor, REFF, LSU or the State have any financial responsibility of any nature to the Developer (including for its costs in connection with the Proposal or during the Due Diligence Period), except only for the Sublessor’s responsibility for (x) the return of the Deposit if termination of this Agreement is by reason of an Event of Default by Sublessor and (y), if applicable, payment for selected assigned Third Party Reports pursuant to Subsection 6(c).

(f) The provisions of this Section shall survive the expiration or earlier termination of this Agreement for any reason.

7. Development Milestones. The Primary Sublease will establish a series of target dates (the “**Target Dates**”) for achieving the series of agreed upon development milestones (the “**Development Milestones**”), which will be subject to extension due to Force Majeure (as hereinafter defined) and other reasons as set forth in the Primary Sublease. The Developer and the Sublessor shall jointly determine the Development Milestones and Target Dates prior to execution of the Primary Sublease, which Development Milestones and Target Dates shall generally conform to the Proposal.

8. Plans and Specifications.

(a) During the Due Diligence Period, the Developer shall develop a set of preliminary plans and specifications to the level generally known as a “Permit Set” as necessary to depict and construct the core, shell and abatement improvements that the Developer will require to renovate the Property for its use and occupancy and any changes to the Building’s exterior, lobby and other

historical components (the “**Preliminary Plans**”). The final architectural and engineering drawings and specifications for the Project, including any revisions, amendments and addenda thereto, required to complete the construction of the Project (the “**Final Plans and Specifications**”), shall be prepared within one year after the Closing Date as provided in Subsection 8(c) and shall be signed and sealed by a registered professional architect licensed in the State of Louisiana.

(b) The Developer acknowledges that the Preliminary Plans and the Final Plans and Specifications are subject to the review and written approval of the Sublessor, the State’s Office of Facility Planning and Control (“**OFPC**”), and LSU (collectively, the “**Approval Bodies**”). Compliance by the Preliminary Plans and the Final Plans and Specifications and the Project with applicable building codes, including those applicable due to the specific uses of particular tenants, and a very small number of additional areas mutually agreed by the Developer and the Sublessor (in consultation with REFF, LSU, and OFPC) primarily in areas related to the Building’s structural integrity and key historical components, including key structural components, exterior appearance, and historical aspects of the Building, which will be reviewed also for aesthetic appearance, impact on historical components, and engineering soundness, shall be reviewed by an engineering firm (the “**Code Review Firm**”). The Code Review Firm will be hired and selected by the Sublessor from a list of three (3) qualified engineering firms designated by the Developer (which shall not include firms with conflicts of interest), at the Developer’s cost and expense. The Developer shall pay the monthly invoices from such Code Review Firm within thirty (30) days after receipt. All communications regarding LSU or OFPC approvals or approvals as noted will be coordinated by the Sublessor with the Developer through the Code Review Firm to streamline these communications for the Developer, and the Sublessor will transmit plans to LSU and OFPC for review along with recommendation for approval from the Code Review Firm. The Preliminary Plans shall be completed, reviewed, and approved before the expiration of the Due Diligence Period. Timelines will be established by the Developer and the Sublessor (in consultation with the Code Review Firm, LSU, and OFPC) to ensure prompt review. The Developer acknowledges that its plans accordingly will be subject to review by the aforesaid parties throughout the process before and after the Closing. From time to time, the Developer will provide the Code Review Firm with conceptual, preliminary, revised, or Final Plans and Specification for review and on each such occasion, the Code Review Firm will review and return these plans and specifications to Developer, in consultation with the Sublessor, LSU and OFPC, marked “approved” or “approved as noted.” The Developer agrees to periodically review its preliminary construction budget as the Preliminary Plans and the Final Plans and Specifications are developed and insure that appropriate allowances and contingencies are included for all elements of such plans in the revised construction budget.

(c) The Developer will obtain directly any other approvals from other state entities (such as the State Fire Marshall and the State Department of Health and Hospitals) required by law.

(d) The Primary Sublease shall provide for the rights and obligations after the Closing set forth in this subsection:

After the Closing, the Developer will take possession of the Property and commence its work under the core, shell and abatement Preliminary Plans that were approved during the Due Diligence Period pursuant to Subsection 8(a). The Developer also will proceed after Closing as expeditiously as possible to the finalization and approval of the Final Plans and Specifications under the procedures provided in Section 8. If final approval of the Final Plans and Specifications is not obtained within one year after the Closing Date, the Developer will have the right to terminate the Primary Sublease without penalty by providing written notice of termination to the Sublessor on or before the expiration of thirteen (13) months after the Closing Date, but in the event of such termination the Developer will not receive refund of any amounts already paid (including the Deposit, the Closing Payment and any other portion of the Up-Front Payment already paid). Furthermore, in the event of such termination, all alterations, modifications, improvements and other work of any nature made to or on the Property shall be owned by the Sublessor without payment or other compensation to or need of further document with the Developer.

9. Diversity, Inclusion, and Equity Provisions. The Primary Sublease will include specific covenants by the Developer consistent with the Diversity, Inclusion and Equity commitments made in the Developer's Proposal with periodic reporting and compliance obligations. Those commitments as set forth in Section 4 of the Proposal are attached hereto as Exhibit C and incorporated herein.

10. Additional Provisions.

(a) General Rights and Obligations. Under the Primary Sublease, the Developer will have overall responsibility for the design, permitting, construction, financing, and development and the leasing, occupancy, and use of the Project.

(b) Compliance with Laws. The Developer will diligently take all actions reasonably necessary to obtain all governmental, regulatory and administrative approvals, permits, and rights of way (collectively, "**Governmental Approvals**"), required by any federal, state, local or other government or political subdivision or any agency, authority, board, department or instrumentality thereof, or any court, or tribunal or quasi-governmental agency (each, a "**Governmental Authority**" and collectively, the "**Governmental Authorities**") having jurisdiction over the Property to permit the development of the Project, including various proposed uses by tenants, in accordance with this Agreement. The Preliminary Plans and the Final Plans and Specifications prepared by the Developer, and all work by the Developer with respect to the development of the Project, shall be in conformity, in all material respects, with all applicable Laws. The Sublessor shall reasonably cooperate with the Developer, at no out of pocket expense to the Sublessor, in connection with the Governmental Approvals process and shall provide assistance as reasonably requested by the Developer in connection with obtaining Government Approvals, including assisting in the execution by LSU of such forms and applications as may be necessary by the owner of the Property. The Developer shall keep the Sublessor advised of the status of the Governmental Approval process for each portion of the Project by inclusion in the periodic Status Conferences (and the written summaries thereof pursuant to Subsection 16(b) below).

(c) Key Personnel. The Developer shall not, without the Sublessor's prior written consent, which shall not be unreasonably withheld, delayed or conditioned, replace (or reduce substantially the role of) any Key Personnel unless the Developer's decision to replace (or reduce substantially the role of) any such team member is based on cause as defined below. The term "Key Personnel" shall mean those employees of both the Developer and each member of the Developer's Project team as outlined in the Developer's original Proposal response who shall be personally and directly involved in the design of the Project in a material, substantial and meaningful manner, including the individuals listed for the Project team listed in the Proposal. As used in this Section, "**cause**" shall mean the unavailability of any Key Personnel to perform their duties or obligations due to personal reasons such as death, disability, or normal voluntary retirement, or the failure by such Key Personnel to satisfactorily and timely perform their duties or obligations accompanied by demotion or termination of their employment, or for business reasons such as bankruptcy, lack of bonding capacity, or bids, expenses or costs that exceed the Developer's budget for their work. In the case of substituted contractors, architects and engineers, the Developer will promptly submit to the Sublessor their qualifications evidencing equal or better quality of service to the replaced team member. If the Sublessor does not respond within five (5) business days, the substitution is deemed approved.

(d) Notice of Litigation. The Developer shall promptly notify the Sublessor of any litigation instituted against the Developer, or between its equity owners, that, if adversely determined, would have a material adverse effect upon the financial condition or business of the Developer or the Project.

11. Project Cost and Financing. The Developer will be solely responsible for all equity and debt financing, if any, required to pay the cost of all development in connection with the Project, including any cost overruns or contingencies relating to the Project. Except solely in connection with selected assigned Third Party Reports as provided in Subsection 6(c), the Sublessor shall not bear any costs incurred by the Developer related to predevelopment or development activities nor shall the Sublessor reimburse the Developer for any such related costs. Additionally, the Developer cannot put debt on the Property or any rights therein prior to Closing.

12. Representations and Warranties.

(a) Representations and Warranties of the Developer. The Developer represents and warrants to the Sublessor as of the Effective Date:

(1) The Developer is a corporation duly incorporated and in good standing under the laws of the State of Louisiana.

(2) The Developer has the right, power and authority to enter into this Agreement and to consummate the transactions contemplated herein in accordance with the terms and conditions hereof.

(3) The individual executing this Agreement on behalf of the Developer has all requisite authority to execute this Agreement, and this Agreement, as executed, is a valid, legal and binding obligation of the Developer.

(4) Neither the execution and delivery of this Agreement, nor compliance with the terms and conditions of this Agreement by the Developer, nor the consummation of the transactions contemplated herein, constitutes a violation or breach of any agreement or other instrument to which it is a party or to which the Developer is subject or by which it is bound.

(5) The execution and delivery of this Agreement by the Developer has been duly authorized by all necessary corporate action on the part of the Developer, and except for the consents expressly contemplated in this Agreement, no consent is necessary in connection therewith from any Governmental Authority having jurisdiction over the Developer or the subject matter of this Agreement.

(6) There is no administrative agency action, litigation, or other governmental proceeding of any kind pending or to the knowledge of the Developer threatened against the Developer which would prohibit or materially affect the ability of the Developer to comply with the terms and conditions of this Agreement or to consummate the transactions contemplated herein.

(b) Representations and Warranties of the Sublessor. The Sublessor represents and warrants to the Developer as of the Effective Date:

(1) The Sublessor is a Louisiana nonprofit limited liability company duly formed and in good standing.

(2) Subject to the Required Approvals of REFF, LSU, and the State, the Sublessor has the right, power and authority to enter into this Agreement and to consummate the transactions contemplated herein in accordance with the terms and conditions hereof.

(3) The individual executing this Agreement on behalf of the Sublessor has all requisite authority to execute this Agreement, and this Agreement, as executed, is a valid, legal and binding obligation of the Sublessor.

(4) Neither the execution and delivery of this Agreement, nor compliance with the terms and conditions of this Agreement by the Sublessor, nor the consummation of the transactions contemplated herein, constitutes a violation or breach of any other agreement or other instrument to which the Sublessor is a party or by which it is bound.

(5) The execution and delivery of this Agreement by the Sublessor has been duly authorized by all necessary corporate action on the part of the Sublessor, and no consent is necessary for Sublessor's execution and delivery hereof from any Governmental Authority having jurisdiction over the Sublessor or the subject matter of this Agreement, other than as provided in Subsection 12(b)(2) and Subsection 16(c).

(6) There is no litigation, to the knowledge of the Sublessor, pending or threatened against the Sublessor, REFF, LSU, or the State that would prohibit or materially affect the Sublessor's ability to perform its obligations under this Agreement, the Primary Sublease, and the other Transaction Documents, or otherwise affect the ability of LSU or the State to perform its respective obligations as contemplated by this Agreement, the Primary Sublease, and the other Transaction Documents.

13. Regulated Substances. The Developer acknowledges that the Sublessor, REFF, LSU and the State shall not be responsible to perform any remediation of any regulated or hazardous substances or environmental conditions existing on or within the Property. The Developer shall notify the Sublessor in writing promptly following the Developer becoming aware of any such substances or conditions that cause the Property to be in violation of laws with respect to property used for residential or other non-industrial use or that would make the Property unsuitable for residential or other non-industrial use (an "**Environmental Defect**") or remediation that must be performed. The Sublessor shall have the right to approve any contractor or subcontractor performing any such remediation (including in approving any relevant liability insurance carried by such contractor or subcontractor), but this approval will not be unreasonably withheld, conditioned, or delayed. The remediation shall be conducted in accordance with a protocol agreed upon between the Sublessor and the Developer prior to the Closing, and the Sublessor's consent and approval of any such protocol will not be unreasonably withheld, conditioned, or delayed.

14. Condition of Property.

(a) The Developer acknowledges and agrees that its due diligence and access are, and the Primary Sublease will be granted on, the basis that the Developer accepts the Property in its **AS-IS, WHERE-IS CONDITION, WITH ALL DEFECTS AND FAULTS, WITHOUT ANY WRITTEN OR ORAL REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW.** The Developer expressly agrees and acknowledges and represents and warrants to the Sublessor that the Developer has not entered into this Agreement based upon any representation, warranty, statement or expression of opinion by the Sublessor or any person or entity acting or allegedly acting for or on behalf of the Sublessor, REFF, LSU or the State with respect to any condition of the Property mentioned in this Section. The Developer acknowledges that Developer and its agents will have the opportunity to inspect the Property pursuant to Section 5 hereof, including undertaking environmental studies of the Property. The Sublessor is not obligated to make any improvements or repairs to any portion of the Property or to perform any remediation with respect to any portion of the Property. The Developer waives any claim or action against the Sublessor, REFF, LSU and the State with respect to the condition of the Property. The Sublessor makes no warranty or representation, express or implied, with respect to the Property or any part thereof, including its fitness for use, fitness or suitability for any particular use or purpose, the physical condition of the Property including improvements thereon or any repairs required thereto, the presence or absence of hazardous substances or other environmental conditions (including as to any underground or above-ground storage tanks on or about the Property), the availability of utilities, compliance with Laws, investment potential, tax

ramifications or consequences, or any other matter with respect to the Property. The Developer acknowledges that there have been no representations, warranties, or covenants as to the compliance of the Property with any Laws including those pertaining to construction, building and health codes, land use, zoning, hazardous substances or toxic waste, pollutants, contaminants or other environmental matters.

(b) The Developer acknowledges and agrees that the Primary Sublease will not provide a representation, warranty or covenant as to title other than a warranty by the Sublessor against persons lawfully claiming by, through and under the Sublessor, REFF or LSU (but not otherwise), and if the Closing occurs the Developer will accept the Property subject to then existing status of title and to all Laws, covenants, survey conditions, zoning (to the extent applicable), restrictions and servitudes now or hereafter in effect.

(c) The Developer acknowledges that its rights with respect to matters covered by this Section are limited solely to the termination of this Agreement before the expiration of the Due Diligence Period, except for later termination based solely as to matters covered by Subsection 4(b)(viii).

15. Default and Remedies.

(a) Default by the Developer; Remedies of Sublessor.

(i) The occurrence of any of the following events shall, at the Sublessor's option, constitute an event of default by Developer hereunder (each, an "**Event of Default by Developer**"):

(1) the Developer shall file a voluntary petition in bankruptcy or voluntary petition seeking reorganization or to effect a plan or an arrangement with or for the benefit of its creditors, or any such petition shall be filed against the Developer and such petition is not withdrawn or dismissed within sixty (60) days, or the Developer shall apply for or consent to the appointment of a receiver, trustee or conservator for any portion of its property or such appointment shall be made without its consent and shall not be removed within sixty (60) days following appointment or application;

(2) a default by the Developer in the performance of any term, condition, covenant or agreement set forth in this Agreement (not covered by another paragraph of this Subsection) and such default shall continue for thirty (30) days after written notice of the default, and if such default cannot reasonably be cured within such thirty (30) days, Developer shall fail to commence to cure such default within such thirty (30)-day period and to thereafter diligently and without unnecessary delays pursue such cure to completion;

(3) any representation or warranty made by the Developer shall prove false or misleading in any material respect when made;

(4) a violation of Section 18 (Assignment);

- (5) a default caused by the Developer under and termination of the Access Agreement; or
 - (6) a failure to timely deliver any portion of the Deposit to the Sublessor as and when required hereunder.
- (ii) In the event of an Event of Default by Developer that has not been cured and is continuing, the Sublessor may terminate this Agreement by notice to the Developer and retain all amounts paid by the Developer to date (including the Deposit), following which termination the Developer shall comply with its obligations under Subsection 6(c) of this Agreement. The rights and remedies of the Sublessor as provided herein shall be cumulative, and the exercise of one or more remedies shall not be exclusive of Sublessor's right exercise any and all other remedies.
- (b) Default by the Sublessor; Remedies of the Developer.
- (i) The occurrence of any of the following events shall, at the Developer's option, constitute an event of default by Sublessor hereunder (each, an "**Event of Default by Sublessor**"):
- (1) the Sublessor shall dissolve or cease to exist;
 - (2) a default by the Sublessor in the performance of any term, condition, covenant or agreement set forth in this Agreement (not covered by another paragraph of this Subsection) and such default shall continue for thirty (30) days after written notice of the default, and if such default cannot reasonably be cured within such thirty (30) days, Sublessor shall fail to commence to cure such default within such thirty (30)-day period and to thereafter diligently and without unnecessary delays pursue such cure to completion; or
 - (3) any representation or warranty made by the Sublessor shall prove false or misleading in any material respect when made.
- (ii) In the event of an Event of Default by the Sublessor that has not been cured and is continuing, the Developer may terminate this Agreement by notice to the Sublessor, and in that event, (x) the Sublessor shall promptly return the Deposit to the Developer and (y) the Developer shall return comply with its obligations under Section 6. The Developer acknowledges that its sole and exclusive remedy under this Agreement upon termination of this Agreement by reason of an Event of Default by Sublessor is to have the Deposit returned to the Developer.
- (c) In no event shall the Developer or the Sublessor be liable under this Agreement for any special, indirect, punitive or consequential damages.

16. Communications.

(a) Confidentiality. The Developer and the Sublessor each agrees to keep confidential and not disclose any Confidential Information (as defined below), (i) except that disclosure may be made to those agents, employees, design professionals, engineering firms (including code review professionals), contractors, advisors, attorneys, accountants, consultants and bankers (the “**Representatives**”) of that party who have a “need to know”, and (ii) except to the extent already publicly disclosed in connection with the Process. Nothing herein shall preclude the Developer from publicly disclosing information regarding the Project and its design and features in the ordinary course in connection with its due diligence, its preparation of plans and specifications, its financing, its obtaining of all required consents and approvals, the construction of the Project and subleasing of the Project, and the like. Nothing herein shall preclude the Sublessor from regularly informing REFF, the Project Management Committee created by REFF, LSU, and the State of the progress of negotiations and the results of information, materials, reports and data obtained in connection with or resulting from the Developer’s due diligence. For purposes of this Agreement, “**Confidential Information**” means the terms and conditions of this Agreement or the transactions contemplated hereby, the Due Diligence Materials, and all other information, whether oral or written, communicated by either party hereto (or its agents) to the other party hereto (or its agents) regarding the ownership, condition, use, development, leasing or operation of the Property (regardless of whether labelled as “confidential”). Notwithstanding anything contained herein to the contrary, the following information shall not be Confidential Information:

- (i) Information in the public domain or forming part of the public record;
- (ii) Information received lawfully from third parties without breach of confidentiality obligations;
- (iii) Information required to be disclosed by law (including the Louisiana Public Records Law) or court order; and
- (iv) Documents executed by or on behalf of LSU or the State.

Notwithstanding anything to the contrary in the foregoing, each party will have the right to disclose Confidential Information in any legal proceeding in which that information is relevant. No announcement or press release regarding the existence of this Agreement or the Transaction Documents shall be made without the express written consent of the other party. The provisions of this Subsection 16(a) shall survive the termination of this Agreement (whether at Closing or otherwise) for a period of one year.

(b) Status Conferences. The Developer shall schedule standing telephone or in-person conferences with the Sublessor (each, a “**Status Conference**”) to communicate the status of the development of the Project and any updates thereto, to be held on a monthly basis unless otherwise agreed by the parties. The Developer shall be responsible for coordinating each Status Conference, setting the agenda thereof and promptly distributing written summaries of each Status Conference. The Developer acknowledges and agrees that the Sublessor will be keeping REFF, the Project Management Committee created by REFF, LSU, and the State regularly informed of the progress of negotiations and due diligence.

Several specific terms remain to be negotiated by the parties.

(c) REFF, LSU and the State Approvals. The Developer acknowledges that after the Main Lease and the Primary Sublease are prepared, and all the financial and design details of the Project are known and reduced to writing, along with the Project specific business plans including the financial risks and benefits to LSU, and all of the foregoing is submitted to REFF, LSU and the State, the Main Lease and the Primary Sublease will be presented first to the board of REFF and then the board of LSU and the State for the Required Approvals. The Sublessor will make every reasonable effort to have these boards and the State review and approve the Main Lease and the Primary Sublease promptly after they have been finalized (subject, however, to the LSU board's schedule of regular meetings). No binding decisions with respect to the Project will be made until those boards and the State have had an opportunity to review the final details of the foregoing. The Sublessor shall keep the Developer apprised of the status of these approvals, will give the Developer prior written notice of the dates of all REFF board or LSU board meetings where such approvals are an advance agenda item, and from time to time, on written request by Developer, will provide Developer with the status of all presentations to REFF, the board of LSU, and the State and all reviews and approvals by those boards or bodies.

(d) Notices. All notices and demands delivered pursuant to this Agreement shall be in writing and shall be given by (i) registered or certified mail, return receipt requested, or (ii) recognized overnight delivery service providing positive tracking of items (e.g., Federal Express), or (iii) personal delivery to and receipt by the person to whom delivered, or (iv) telecopy with receipt confirmed by telephone, in each case addressed or telecopied as follows, or at such other address or telecopy number of a party shall have given notice as herein provided:

If to the Sublessor

[_____]
3796 Nicholson Drive
Baton Rouge, LA 70802
Telephone: _____
Facsimile: _____
Email: _____
Attention: _____

with a copy to:

Phelps Dunbar, L.L.P.
II City Plaza
400 Conventional Street, Suite 1000
Baton Rouge, LA 70802
Telephone: (225) 346-0285
Facsimile: (225) 381-9197
Email: ragan.richard@phelps.com and
jim.stuckey@phelps.com
Attention: P. Ragan Richard and James A. Stuckey

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Several specific terms remain to be negotiated by the parties.

and with a copy to: Board of Supervisors of Louisiana State University
and Agricultural and Mechanical College
3810 West Lakeshore Drive
Baton Rouge, LA 70808
Telephone: (225) 578-_____
Facsimile: (225) 578-_____
Email: _____
Attention: General Counsel

If to the Developer: 1532 Tulane Partners, Inc.
4127 South Claiborne Avenue
New Orleans, LA 70128
Telephone: (504) 822-4811
Facsimile: (504) 822-4881
Email: Joseph@ccnodev.com and
yshergian@elagropu.com
Attention: Joseph Stebbins

With a copy to: Sher Garner Cahill Richter Klein & Hilbert, L.L.C.
909 Poydras Street, 28th Floor
New Orleans, Louisiana 70112
Attn: Leopold Z. Sher and James Garner
Telephone: (504) 299-2100
Facsimile: (504) 299-2300
Email: lsher@shergarner.com and
jgarner@shergarner.com

All such notices and documents shall be deemed to have been sufficiently given for all purposes hereof only upon receipt by the party to whom such notice is sent (in the case of telecopy, during normal business hours). Notices by the parties may be given, but not received, on their behalf by their respective attorneys. With respect to all notices and demands given as set out above, a courtesy copy (which shall not constitute notice) will be sent simultaneously by email to each party to whom the notice or demand is directed.

17. Indemnifications. The Developer shall indemnify, defend and hold harmless the Sublessor, REFF, LSU, and the State and each of their trustees, directors, officers, employees, agents, and attorneys (the "**Sublessor Indemnified Parties**") for, and will pay to the Sublessor Indemnified Parties the amount of any loss, liability, claim, damage and expense (including reasonable costs of investigation and defense and reasonable attorneys' fees and costs), whether the action is for money damages, or otherwise at law, or for equitable or declaratory relief (collectively, the "**Damages**"), to the extent arising from or in connection with: (i) any claim by any person for Damages in connection with the violation of any Law or any negligence by the Developer or by any employee or agent of Developer, with respect to activities pursuant to or otherwise related to this Agreement; or (ii) a breach of a representation or warranty provided by the Developer under this Agreement. The Developer hereby acknowledges and agrees that its duty

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Several specific terms remain to be negotiated by the parties.

to defend is a separate and distinct obligation herein and, on the filing of any action, claim, suit or proceeding of any nature or kind, shall defend the applicable Sublessor Indemnified Party. When in the course of fulfilling its obligations under this Section, the Developer must engage attorneys to defend a Sublessor Indemnified Party, the Developer shall obtain the prior written consent of that Sublessor Indemnified Party as to the attorneys to be engaged. The provisions and obligations under this Section shall survive Closing hereunder or the earlier expiration or termination of this Agreement for any reason.

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18. Assignment.

(a) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

(b) The Developer may not assign this Agreement or any rights hereunder to a person or entity that is not a Permitted Assignee (as defined below) without the Sublessor's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. The Developer will have the right to assign this Agreement without the Sublessor's prior written consent, but with prompt written notice to the Sublessor, to any person or entity that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Developer (a "**Permitted Assignee**"). The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through ownership of voting securities, by contract or otherwise. The transfer of direct or indirect ownership interests in the Developer by its shareholders that results in a change of control of the Developer (including by merger or otherwise) shall constitute a prohibited assignment. No assignment by the Developer pursuant to this Subsection shall release the Developer from its respective obligations hereunder. The Developer shall not encumber or make any collateral assignment of this Agreement. Without limiting the foregoing, a "change of control" shall include (i) any merger, reorganization, consolidation or combination involving the Developer, (ii) any merger, reorganization, consolidation or combination involving any shareholder of the Developer in which the shareholder on the Effective Date is not the surviving entity; (iii) any person becomes the beneficial owner, directly or indirectly, of securities of the Developer who is not a shareholder of the Developer on the Effective Date; (iv) a sale, lease, or exchange or other transfer (in one transaction or a series of related transactions) of all or substantially all of the assets of the Developer; (v) approval by the shareholders of the liquidation or the dissolution of the Developer; or (vi) the acquisition by any person or group (other than the shareholders on the Effective Date) of the control of the election or appointment of a majority of the Developer's directors. Notwithstanding anything contained in this Agreement, in the event that the Developer engages in a transaction that would, directly or indirectly, sell, transfer or assign its interests in this Agreement other than to a Permitted Assignee, then the Sublessor shall have the right to terminate this Agreement by written notice to the Developer.

(c) The Primary Sublease will provide that (x) during the first five (5) years after the Closing Date, the Developer shall not assign or sublease the entirety of the Property without the Sublessor's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned, except to assign (with prior written notice to the Sublessor) to a Permitted Assignee, and (y) commencing five (5) years after the Closing Date, the Developer may assign the Primary Sublease without consent of, but with prior written notice to, the Sublessor.

19. Force Majeure. In the event that the Sublessor or the Developer shall be delayed or prevented from doing or performing any act or thing required hereunder (other than payment of

any sum due hereunder by the Developer or the Sublessor, or an obligation of indemnity) by reason any act or event beyond the reasonable control of and not the fault of the non-performing party and that the non-performing party is unable to avoid or overcome by the exercise of commercially reasonable diligence, including an act of God, fire, flood, hurricane, explosion, act of war or terrorism, riot, labor dispute, electronic or mechanical failure, power outage, or action, inaction, or restraint by Governmental Authority, or inability after diligent effort to obtain necessary licenses or permits (but not because of insolvency, lack of funds, or other financial cause), if the act or event meets the above requirements in this Section (collectively referred to in this Agreement as “**Force Majeure**”), then such delay or failure to perform shall not constitute a default that exposes that party to liability for breach; provided, however, that (a) the party seeking the benefit of this provision shall, within ten (10) days after the commencement of any such delay, have first notified the other party in writing of the cause(s) thereof and (b) the requesting party must diligently seek removal or avoidance of the hindrance. Force Majeure always excludes economic hardship, changes in market conditions, and insufficiency of funds. Notwithstanding anything to the contrary in the foregoing, (x) no action, inaction, or restraint by REFF, LSU, or the State will delay or excuse any performance by the Sublessor or constitute “**Force Majeure**” as to the Sublessor and (y) with respect to the Developer, no action, inaction, or restraint by any Governmental Authority or inability to obtain licenses or permits, other than the Required Approvals, will extend the Due Diligence Period or the deadline for closing under Section 2.

20. Operations Prior to Closing. The Sublessor shall do or shall cause REFF or LSU to do all of the following during the Term:

- (a) Without the prior written consent of the Developer (not to be unreasonably withheld, delayed or conditioned), not enter into any agreements affecting the Property which would survive the Closing, including any subleases;
- (b) Not voluntarily grant a mortgage on the Property or cause any new liens or encumbrances not present on the Effective Date and not constituting Permitted Exceptions to affect title to the Property, and not voluntarily take any other action, in any case which will prevent the Sublessor from delivering title to the subleasehold of the Property at the Closing in the condition required hereunder;
- (c) Provide copies to the Developer promptly after the Sublessor’s receipt hereafter of:
 - (i) any written notice of a taking or condemnation affecting or relating to the Property;
 - (ii) any written notice instituting or asserting any material claim, action, or proceeding affecting the Sublessor’s, REFF’s, or LSU’s interest in the Property; and (iii) any written notice from any Governmental Authority asserting any violation of law or asserting any claim with respect to environmental matters affecting the Property; and
- (d) Use commercially reasonable efforts consistent with past practice to keep the Building secured against the elements and from vandalism and perform all maintenance, repairs, and replacements necessary to keep the Building’s roof watertight and to continue the Property’s mothballed maintenance program consistent with past practice, except as provided in Section 21 (Damage and Destruction/Expropriation).

21. Damage and Destruction/Expropriation

(a) If prior to Closing, the Building or any material part of it is damaged or destroyed by fire, flood, or other casualty or the Property or a material part of it is taken by expropriation, then the Developer will have the right, at its option, either (i) to terminate this Agreement by notice to the Sublessor, and in that event, the Sublessor shall promptly return the Deposit to the Developer, and thereafter there will be no liability or obligation on the part of either party except as otherwise provided in this Agreement, or (ii) proceed to Closing, and in that event (and subject to the following mutual agreement), the amount to be paid by the Developer at Closing will be reduced by (i) upon a damage or destruction, the costs of repairing and restoring the Property to its condition prior to the damage or destruction as mutually agreed before Closing by the Sublessor and the Developer, or (ii) upon an expropriation, all proceeds of the expropriation.

(b) The Sublessor shall cause property insurance to be maintained by LSU on the Building during the Term through the state Office of Risk Management, which may include participation in the self-insurance program.

22. Exclusivity. From the Effective Date until the Closing or earlier termination of this Agreement, the Sublessor shall not, and shall cause REFF to not, directly or indirectly, solicit, pursue, negotiate, or accept any offers or options for the purchase, lease, or use of the Property or any part of it (other than the Main Lease, the Access Agreement, or any other agreement permitting Sublessor or REFF to perform their respective obligations with respect to the Property).

23. Miscellaneous.

(a) Waiver. No delay or failure of the Sublessor or the Developer in exercising any right, power, or privilege, nor any single or partial exercise thereof or abandonment or discontinuance of steps to enforce such a right, power, or privilege, shall preclude any further exercise thereof. Any waiver, consent, or approval of any kind or character on the part of either party of any breach or default under this Agreement, or any waiver of any provision or condition of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing.

(b) Modifications. No modification, amendment or waiver of any provision of this Agreement will be effective unless the same is in writing and signed, and then such modification, amendment or waiver or consent shall be effective only in the specific instance and for the purpose for which given.

(c) Severability. If any one or more of the provisions contained in this Agreement is held to be invalid, illegal or unenforceable in any respect by any court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

(d) Entire Agreement. This Agreement (including the exhibits attached hereto) constitutes the entire agreement between the parties and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to

the subject matter hereof, except to the extent the RFP and the Proposal may provide clarification as provided in Section 3.

(e) Counterparts. This Agreement may be executed in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same agreement. For purposes of this subsection, emailed, electronic, facsimile and PDF signatures are acceptable, and this Agreement may be enforced based on the electronic form of signature, but each party agrees to provide original signature pages for substitution as soon as practicable.

(f) Interpretation. In this Agreement, the singular includes the plural and the plural the singular; words importing any gender include the other genders; the word “or” shall be deemed to include “and/or;” the words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation”; references to sections (or subdivisions of sections) or exhibits are to those of this Agreement unless otherwise indicated; and references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this Agreement. Caption and section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose. Exhibits to this Agreement (including exhibits and schedules to such Exhibits) are incorporated into and made a part of this Agreement. The parties to this Agreement agree that the terms and conditions of this Agreement are the result of arm’s length negotiations between such parties and their legal counsel. Neither party shall be considered to be the drafter of this Agreement or any provision hereof for the purpose of any statute, jurisprudential rule, or rule of contractual interpretation or construction that might cause any provision to be construed against the drafter.

(g) Governing Law, Jurisdiction and Venue. This Agreement shall be deemed to be made in the State of Louisiana. THIS AGREEMENT WILL BE INTERPRETED, AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED, IN ACCORDANCE WITH THE LAWS OF THE STATE OF LOUISIANA. Each party irrevocably submits to the exclusive jurisdiction in the 19th Judicial District Court for the Parish of East Baton Rouge, or the federal district court encompassing East Baton Rouge Parish, in any action or proceeding arising out of or relating to this Agreement and waives any objection which it may have at any time to the laying of venue in such court and any claim that such action or proceeding has been brought in an inconvenient forum.

(h) Waiver of Jury Trial. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. THE PARTIES ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

(i) Time of the Essence. Time is of the essence of the obligations of the parties hereto.

- (j) Days. The term “**days**” will mean calendar days unless “**business days**” are stated. The term “**business days**” will mean all days other than Saturdays, Sundays, and other days on which banks in the Orleans Parish, Louisiana are permitted to be closed for business.
- (k) No Partnership. Neither the Sublessor nor the Developer shall be construed as acting as an agent for the other in contracting for any inspection of or improvements to the Property or otherwise acting pursuant to this Agreement. Nothing contained in this Agreement shall be deemed or construed to create the relationship of principal and agent or of partnership or joint venture between the parties hereto.
- (l) Third Party Beneficiaries. This Agreement shall endure solely to the benefit of the parties hereto and their respective permitted successors and assigns, and not to the benefit of any other third parties, except as expressly provided herein in favor of LSU, REFF, and the State and other Sublessor Indemnified Parties.
- (m) Attorneys’ Fees. If either party is required to commence legal proceedings relating to this Agreement, the prevailing party shall be entitled to receive reimbursement for its reasonable attorneys’ fees and costs of suit.
- (n) Brokers. The Sublessor and the Developer each represent and warrant to the other that it has dealt with no broker, agent, or other intermediary in connection with this Agreement who is entitled to a brokerage commission, fee or similar payment.
- (o) Limitation on Liability. The provisions of this Agreement do not waive or abrogate, nor are they intended to waive or abrogate, the limitation or liability established under La. R.S. 13:5106 for LSU or the State.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first set forth above.

SUBLESSOR:

[_____, LLC]

By: _____

Name:

Title:

DEVELOPER:

1532 TULANE PARTNERS, INC.

By: _____

Name:

Title:

EXHIBIT A
PARCEL DRAWING

[Resubdivision plat to come]

DRAFT

EXHIBIT B

PARCEL DESCRIPTION

[Resubdivision metes and bounds description to come]

DRAFT

EXHIBIT C

DIVERSITY, INCLUSION, EQUITY PLAN

[Attach Section 4 of Proposal]

DRAFT



Request from LSU A&M to Amend the LSU Athletics Ticket, Parking, and Tradition Fund Policy

To: Members of the Board of Supervisors

Date: January 25, 2019

This is a significant board matter pursuant to the Board's Bylaws, Art. VII, Sec. 1:

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

1. Summary of the Matter

The University proposes amending the current LSU Athletics Ticket, Parking, and Tradition Fund Policy to include the following changes:

- 1) Changes language to reflect the current structure of LSU;
- 2) Football Season Ticket Prices – Establishes season ticket prices for the 2019 and 2020 seasons, including Tradition Fund levels;
- 3) Reduces Season Pricing for two parking lots for football;
- 4) Baseball Season Ticket Prices – Establishes season ticket prices for the 2020 season, including Tradition Fund levels;
- 5) Adjusts the General Ticket Distribution and Complimentary Ticket schedules to reflect staff and/or organizational changes; and
- 6) Full Board approval will still be required for Tradition Fund and season ticket price **increases** for all sports, though the Athletic Director will now be able to implement price **decreases** for all sports with written approval by the President or designee, in consultation with the Board Chair and Athletics Committee Chair.

2. Review of Business Plan

Not applicable.

3. Fiscal Impact

While reducing ticket, parking, and Tradition Fund prices in some areas as necessary may reduce income, it is anticipated that these price reductions will generate an increase in sales to offset the reduction of prices. The Athletic Department will continue to pursue these funding sources in order to maintain competitive prices for sporting events and parking. It is the goal of the Athletics Department to maximize revenues while at the same time increasing or maintaining attendance at sporting events. This may entail reducing prices at some sporting events based on analytical and peer data.

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. Louisiana State University Athletics Ticket, Parking, and Tradition Fund Policy and Associated Schedules

RESOLUTION

WHEREAS, there are recommended revisions to the Athletics Ticket, Parking, and Tradition Fund Policy in order to promote the flexibility and competitiveness of related pricing in response to market demands;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College approves the proposed revisions to the Athletics Ticket, Parking, and Tradition Fund Policy, and,

BE IT FURTHER RESOLVED that any request for a pricing change submitted to the President by the Athletic Director should include a written justification for the change with peer comparisons, revenue implications, and other relevant data, and,

BE IT FURTHER RESOLVED that where the revised Athletics Ticket, Parking, and Tradition Fund Policy requires “consultation with the Board Chair and Athletics Committee Chair”, such consultation shall include up to a ten (10) business day review period by the chairs in discussion with the President and Athletic Director before a final decision of approval or rejection is made by the chairs on the pricing change request; and,

BE IT FURTHER RESOLVED that the Director of Athletics shall continue to report annually to the Board on the financial status of the Athletic Department at Louisiana State University.

LOUISIANA STATE UNIVERSITY

ATHLETICS TICKET, PARKING, AND TRADITION FUND POLICY

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PROPOSED
January 25, 2019

GENERAL POLICY ON TICKETS, PARKING PERMITS, AND TRADITION FUND FOR ATHLETIC EVENTS

The Ticket, Parking, & Tradition Fund Policy for athletic events, as established by the Board of Supervisors, is the general guideline for ticket & parking pricing and distribution (general and complimentary). The Policy provides guidelines for ticket & parking reorder priorities, season ticket & parking permit holder policies, ticket & parking transfer option, obtaining season ticket & parking permits, Tiger Athletic Foundation (TAF) tickets, Alumni Association tickets, student body tickets.

Ticket & Parking Reorder Priorities

All season ticket and parking holders, both individual and private enterprise/corporations can, at the discretion of the Athletics Department, renew their tickets/parking permits each year, provided the renewal order is returned with payment by the deadline date. Tickets or parking permits not renewed will revert to the LSU Athletics Department for resale. LSU reserves the right to deny renewal privileges and to change the seat/parking location of any holder, for any reason deemed necessary and appropriate by the Athletics Department.

LSU Season Ticket & Parking Permit Holder Policies

A ticket to an LSU athletic event only authorizes the holder to attend that event on the terms and conditions described on the ticket. A parking permit to an LSU athletic event only authorizes the holder to park in the designated spot/area for the event. Purchasers of the tickets or parking permit(s), including season tickets and season parking permits, acquire no other rights. The ticket and/or parking permit purchaser has no opportunity to renew or transfer tickets or parking permits except as provided under the policies of the LSU Board of Supervisors. Such policies create no vested rights and are subject to change at any time at the sole discretion of the Board of Supervisors.

Season tickets and parking permits to any LSU athletic event can be renewed in accordance with the ticket & parking reorder priorities policy of the Board of Supervisors by the individual, organization or company name(s) on the account.

Any change in the address of the account can only be made by the account holder of the tickets or parking permits; i.e. that individual, organization, or company named on the account. Any such address change must be made in writing by the account holder or the chief executive officer of the organization or company. Season ticket and parking accounts are non-transferable except as set forth in the following three paragraphs below.

In the case of death of the season ticket or parking permit holder of record, the surviving spouse will automatically become the ticket or parking permit holder of record. The surviving spouse must notify the ticket office in writing to have the name changed on the account. If there is no surviving spouse, the Athletics Department will offer the option to renew tickets or parking permits to a surviving child if provided with a notarized and uncontested request by the child to be the season ticket or parking permit holder of record. If there is no surviving child, the transfer will be made to a surviving grandchild if provided with a notarized and uncontested request by the grandchild to be the season ticket or parking permit holder of record. Furthermore, at the time of ticket or parking permit renewals an individual ticket or permit holder can request a transfer of the

ticket/parking permit holder's ticket/parking permit or tickets/permits to a spouse or to a natural or adopted child or stepchild of the ticket/parking permit holder. If there is no surviving child, the transfer can be made to a grandchild. The Athletics Department will offer the option to renew tickets or parking permits to the spouse or child (or grandchild, if applicable) if provided with a notarized and uncontested request by the season ticket/parking permit holder to do so.

If a company is the ticket/parking permit holder of record and goes out of business, tickets/parking permits revert to the Athletics Department for resale. If the company is acquired by another company and the original company name is changed, the chief executive officer must notify the Athletics Ticket Office in writing of the change to maintain the option to renew season tickets/parking permits. All correspondence and further clarification shall be addressed to: LSU Athletics Ticket Office, Athletics Administration Bldg., Baton Rouge, LA 70803.

Ticket & Parking Permit Transfer Option

The Athletics Department may allow for the transfer of season ticket and parking passes that do not fall into the above stated family, organization, and business categories provided that a set of policies and guidelines are presented to the President or their designee for approval prior to implementation. Transfers would require season ticket holders to notify the Athletics Ticket Office in writing on a notarized form of the requested change. Any transfer in this category would include transfer fees established by the Athletics Department. Policies, guidelines and fees may vary by sport. A LSU faculty or staff member (see page 4) who is a transferee under the provisions of this paragraph may not be eligible for exemption from the Tradition Fund.

Obtaining Season Tickets and Parking Permits

Season tickets & season parking permits will go on sale to the public at a time period to be determined by the Athletics Ticket Office. The Athletics Ticket Office will maintain a waiting list of names which will be given priority if tickets or parking permits become available for purchase.

Tiger Athletic Foundation Tickets

The Tiger Athletic Foundation (TAF) can receive season tickets and parking permits for athletic events for fund raising purposes in accordance with the provisions of Item 4 on page 6 of these regulations. Payments for the regular season ticket and parking permit purchase price shall be made directly to the LSU Athletics Department.

Alumni Association Tickets

The LSU Alumni Association will receive tickets on an annual basis in accordance with the provisions of Item 4 on page 6 of these regulations to offer to contributing members of the Alumni Association. The Alumni Association is in control of the distribution of the tickets.

Individual Game Tickets

The procedure in which these tickets are allocated and sold will be established by the Athletics Department and may change from year to year due to demand, schedule, possible technology enhancements and other factors.

Student Tickets

The Athletics Department has allocated a minimum of 12,000 student seats for football; a minimum of 1,200 student seats for men's basketball; and a minimum of 300 student seats for baseball. The Athletics Department reserves the right to sell a portion of these tickets to the General Public if student attendance is lacking and there is a demand by the General Public.

LSU Faculty or Staff

For the purposes of this policy, "faculty and staff" is defined as full-time or retired employees of LSU campuses whose status is verified by the LSU Office of Human Resource Management.

Following are the committee interpretations of the relevant LSU Board of Supervisors ticket policy:
(Revised: 6/29/18 effective 01/01/19)

- A. "full-time" means the percent of effort needed to qualify for benefits which is 75% or more effort.
- B. "retired employees" must be considered retired from an LSU campus per the LSU Office of Human Resource Management.
- C. Employee is responsible for applying for the exemption on the LSU Athletic website. The Athletic Ticket Office will send a list of employees annually to the LSU Office of Human Resource Management to verify employment/retiree status.

University Limited Access Seating

For purposes of this policy, "University Limited Access Seating" shall mean Club Seats, the Tiger Den Suites and the Upper East Deck Seats constructed by TAF at TAF expense. The Board hereby grants to TAF the right to purchase tickets in University Limited Access Seating in consideration for the expense of construction borne by TAF and in consideration of the overall benefit to the University of the addition of those areas to Tiger Stadium.

TRADITION FUND

In August of 2003, the LSU Board of Supervisors (Board) approved a preferred seating program called the "Tradition Fund". The policy was amended 1) in January of 2007 to include parking for LSU athletic events; 2) in January of 2008 to implement a Tradition Fund for baseball in conjunction with the opening of the new stadium in the 2009 baseball season; and 3) in June of 2010 to implement a Tradition Fund for men's basketball.

1. Board approval is required for any increases to Tradition Fund contributions. Any decreases in Tradition Fund are at the discretion of the Athletic Director with written approval by the President or designee, in consultation with the Board Chair and Athletics Committee Chair.
2. The State of Louisiana (RS17:3390 Section E) allows up to 12% of seats in designated areas of stadiums/arenas to be made available to TAF for fundraising purposes. Any modifications made to the seating configuration of stadiums/arenas (such as the addition of suites or club seating) with TAF funding will be made available for sale to TAF. Additionally, any amendments/revisions to the Revised Statute mentioned above will automatically be adjusted in this policy to reflect such change.
3. Contributions to the Tradition Fund will be required for the purchase of certain season tickets to athletic events.
4. Contributions to the Tradition Fund will be required for the purchase of certain parking permits to athletic events.
5. Faculty and staff (as defined on page 4 of the general policy) will be exempted from paying the Tradition Fund for up to two season tickets and one parking permit, based on availability, for each sport while employed at the University. This exemption also applies once the employee retires from the University.
6. If due to extraordinary circumstances it is deemed necessary and equitable to credit all or a portion of Tradition Fund payment, the Athletics Director is empowered to do so with the written approval of the President or their designee.
7. Tradition Fund donation levels & diagrams of stadiums/arenas/parking are included on:
 - Schedule A - Football
 - Schedule B - Basketball
 - Schedule C - Baseball/Softball
 - Schedule D - Parking
8. The President of Louisiana State University or his/her designee is authorized to implement this policy and to make revisions to and interpretations of this policy and to the tradition fund diagrams in the attached schedules consistent with this policy and as necessary to implement the purposes hereof, including but not limited to decisions with respect to the location of any particular seat which is the subject of this policy.

GENERAL PRICING POLICY FOR HOME FOOTBALL GAMES

Tickets

1. The cost of a season ticket for football will be as shown on Schedule A. Only pricing increases will require Board approval. Any new seating areas with same pricing or decreases will be at the discretion of the Athletic Director with written approval from the President or designee, in consultation with the Board Chair and Athletics Committee Chair.
2. The cost per game for season ticket holders will be established by the Athletic Department annually based upon factors such as conference affiliation, prior season success, market demand, etc. Additionally, a separate individual game price will be established should tickets be available to the general public. The Athletics Department shall have the authority to charge higher prices for visiting school's tickets. These prices will be based upon ticket prices charged for games at the opponent's stadium.
3. The cost of LSU student reserved seat tickets and general admission tickets are as shown on Schedule A. Only season pricing increases will require Board approval. Any new seating areas with same pricing or decreases will be at the discretion of the Athletic Director with written approval from the President or designee. If available, any individual game student and/or guest tickets will be priced separately by the Athletic Director and subject to the approval of the President or designee. Guest ticket prices will be comparable to the general public ticket price based upon location. Students will be required to provide a valid student identification card.
4. All season tickets assigned to the TAF and to the LSU Alumni Association shall be subject to the regular price of the ticket as shown on Schedule A. Stadium Club seats will be made available to the Tiger Athletic Foundation to market and sell.
5. All attendees, regardless of age, must have a ticket or working pass to enter a game.
6. In the event there are football games where it is necessary to stimulate fan interest and support, the Athletics Director is authorized to market unsold home football game tickets through corporate sponsors or other promotional opportunities in order to generate income and fan interest. The price of the tickets will be determined by the Athletics Director and subject to the approval of the President or designee.
7. If due to extraordinary circumstances it is deemed necessary and equitable to credit all or a portion of season ticket or individual game ticket payment, the Athletics Director is empowered to do so with the written approval of the President or designee.
8. If applicable, sales taxes will be charged in addition to the prices shown on Schedule A. The Athletic Department may round up to the nearest dollar to eliminate the need for coins as change. (For example, a \$50 ticket with an additional 9% sales tax will cost \$55).
9. The Athletics Department may implement a dynamic pricing program that will allow the Department to adjust individual game pricing based upon market conditions such as opponent, date and/or time of game, available inventory, etc. Limitations and guidelines will be outlined in a dynamic pricing program to be approved by the President or designee. This program will help maximize attendance along with generating additional revenue.

GENERAL PRICING POLICY FOR HOME BASKETBALL GAMES

Tickets

1. The cost of a season ticket for basketball will be as shown on Schedule B. Only pricing increases will require Board approval. Any new seating areas with same pricing or decreases will be at the discretion of the Athletic Director with written approval from the President or designee, in consultation with the Board Chair and Athletics Committee Chair.
2. The cost per game for season ticket holders will be established by the Athletic Department based upon factors such as conference affiliation, prior season success, market demand, etc. Additionally, a separate individual game price will be established should tickets be available to the general public.
3. All student seating is general admission. Students are admitted free of charge to basketball games, as long as seats are available, with a valid student identification card. Also based on availability, students can purchase a guest ticket at prices shown on Schedule B. Students may have to purchase tickets to events hosted by LSU such as the NCAA Women's Tournament and the NIT.
4. Faculty and staff (as defined on page 4 of the general policy) will pay regular price for men's basketball tickets. For women's basketball games (excluding hosted events), faculty and staff will be admitted free of charge with a valid faculty/staff identification card.
5. All attendees, except children under 3 years of age, must have a ticket, working pass, or valid LSU ID (student or faculty/staff) to enter a game.
6. The Athletics Department has the right with the approval of the President or designee to distribute tickets through corporate sponsors or other promotional opportunities to increase attendance and awareness of the sports of men's & women's basketball. The price of the tickets will be determined by the Athletics Director and subject to the approval of the President or designee.
7. In the event LSU hosts a qualifying regular-season multiple-team event (ex: Pre-Season NIT), or postseason tournament (ex: NCAA Women's Tournament), season ticket prices may be adjusted to include the additional games that will be played.
8. If, due to extraordinary circumstances, it is deemed necessary and equitable to credit all or a portion of season ticket or individual game ticket payment, the Athletics Director is empowered to do so with the written approval of the President or designee.
9. If applicable, sales taxes will be charged in addition to the prices shown on Schedule B. The athletic department may round up to the nearest dollar to eliminate the need for coins as change. (For example, a \$10 ticket with an additional 9% sales tax will cost \$11).
10. The Athletics Department may implement a dynamic pricing program that will allow the Department to adjust individual game pricing based upon market conditions such as opponent, date and/or time of game, available inventory, etc. Limitations and guidelines will be outlined in a dynamic pricing program to be approved by the President or designee. This program will help maximize attendance along with generating additional revenue.

GENERAL PRICING POLICY FOR HOME BASEBALL/SOFTBALL GAMES

Tickets

1. The cost of a season ticket will be as shown on Schedule C. Only pricing increases will require Board approval. Any new seating areas with same pricing or decreases will be at the discretion of the Athletic Director with written approval from the President or designee, in consultation with the Board Chair and Athletics Committee Chair.
2. The cost per game for season ticket holders will be established by the Athletic Department based upon factors such as conference affiliation, prior season success, market demand, etc. Additionally, a separate individual game price will be established should tickets be available to the general public.
3. All attendees, except children under 3 years of age, must have a ticket, working pass, or valid LSU ID (student or faculty/staff) to enter a game.
4. If seats are available for regular season games, LSU students, faculty and staff (as defined on page 4 of the general policy) will be issued a complimentary ticket with a valid LSU identification card.
5. The Athletics Department has the right with the approval of the President or designee to distribute tickets through corporate sponsors or other promotional opportunities to increase attendance and awareness of the sports of baseball and softball. The price of the tickets will be determined by the Athletics Director and subject to the approval of the President or designee.
6. In the event LSU hosts a qualifying regular-season multiple-team event, season ticket prices may be adjusted to include the additional games that will be played.
7. If applicable, sales taxes will be charged in addition to the prices shown on Schedule C. The Athletic Department may round up to the nearest dollar to eliminate the need for coins as change. (For example, \$10 ticket with an additional 9% sales tax will cost \$11).
8. The Athletics Department may implement a dynamic pricing program that will allow the Department to adjust individual game pricing based upon market conditions such as opponent, date and/or time of game, available inventory, etc. Limitations and guidelines will be outlined in a dynamic pricing program to be approved by the President or designee. This program will help maximize attendance along with generating additional revenue.

GENERAL PRICING POLICY FOR HOME GYMNASTICS MEETS

Tickets

1. The cost of a season ticket will be as shown on Schedule B. Only pricing increases will require Board approval. Any new seating areas with same pricing or decreases will be at the discretion of the Athletic Director with written approval from the President or designee, in consultation with the Board Chair and Athletics Committee Chair.
2. The cost per meet for season ticket holders will be established by the Athletic Department based upon factors such as conference affiliation, prior season success, market demand, etc. Additionally, a separate individual meet price will be established should tickets be available to the general public.
3. All attendees, except children under 3 years of age, must have a ticket, working pass, or valid LSU ID (student or faculty/staff) to enter a meet.
4. If seats are available for regular season meets, LSU students, faculty and staff (as defined on page 4 of the general policy) will be issued a complimentary ticket with a valid LSU identification card.
5. The Athletics Department has the right with the approval of the President or designee to distribute tickets through corporate sponsors or other promotional opportunities to increase attendance and awareness of the sport of gymnastics. The price of the tickets will be determined by the Athletics Director and subject to the approval of the President or designee.
6. In the event LSU hosts a qualifying regular-season multiple-team event, season ticket prices may be adjusted to include the additional meets that will be played.
7. If applicable, sales taxes will be charged in addition to the prices shown on Schedule B. The Athletic Department may round up to the nearest dollar to eliminate the need for coins as change. (For example, \$10 ticket with an additional 9% sales tax will cost \$11).
8. The Athletics Department may implement a dynamic pricing program that will allow the Department to adjust individual meet pricing based upon market conditions such as opponent, date and/or time of meet, available inventory, etc. Limitations and guidelines will be outlined in a dynamic pricing program to be approved by the President or designee. This program will help maximize attendance along with generating additional revenue.

GENERAL PRICING POLICY FOR ALL OTHER MEN'S AND WOMEN'S ATHLETIC EVENTS

Tickets

1. The cost of tickets for all sports other than football, men's basketball, women's basketball, baseball, softball, and gymnastics for which admission is charged will be determined by the Athletics Director and subject to the written approval of the President or designee, in consultation with the Board Chair and Athletics Committee Chair.
 2. All attendees, except children under 3 years of age, must have a ticket, working pass, or valid LSU ID (student or faculty/staff) to enter a game.
 3. LSU students, faculty and staff (as defined on page 4 of the general policy) will be admitted free of charge with a valid LSU identification card. Faculty and staff members are allowed to bring one guest free of charge.
 4. The Athletics Department has the right with the approval of the President or designee to establish season ticket prices for each sport.
 5. The Athletics Department has the right with the approval of the President or designee to distribute tickets through corporate sponsors or other promotional opportunities to increase attendance and awareness of individual sports. The price of the tickets will be determined by the Athletics Director and subject to the approval of the President or designee.
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GENERAL PRICING POLICY FOR PARKING PERMITS

1. The price of a season parking permit will be as shown on Schedule D. Only pricing increases will require Board approval. Any new parking areas with same pricing or decreases will be at the discretion of the Athletic Director with written approval from the President or designee, in consultation with the Board Chair and Athletics Committee Chair.
2. The Athletics Department can also charge for individual game day parking. Prices will be determined by 1) its proximity to the venue and 2) whether the parking lot has reserved spots or is general admission.
3. Availability and designation of parking lots will be determined annually by the Athletics Department and the University's Office of Parking, Traffic, & Transportation. All parking permits will be distributed by the Athletic Ticket Office. Revenues generated from the sale of these parking permits will be collected and remain with the Athletic Department.
4. LSU reserves the right to deny renewal privileges and to change the parking location if any reserved parking permit holder, for any reason deemed necessary and appropriate by the Athletics Department.
5. If applicable, sales taxes will be charged in addition to the prices shown on Schedule D. The Athletic Department may round up to the nearest dollar to eliminated the need for coins as change. (For example, a \$40 parking pass with an additional 9% sales tax will cost \$44).

GENERAL TICKET DISTRIBUTION POLICY FOR HOME EVENTS

SALE OF PRIORITY SEATING

Certain key groups will have the option to purchase tickets, based upon availability, on an annual non-renewal basis. This policy is outlined below:

I. State Officials

While holding office, the state officials listed on Schedule E – General Ticket Distribution will be given the option to purchase the best available seats at the full season ticket price plus the required contribution based on the location of the seat. These tickets can be purchased in addition to any tickets the state officials have been personally purchasing in the past. When the official leaves office the seats will revert to the office.

II. University Officials

The University Officials listed on Schedule E – General Ticket Distribution will have the option to purchase a specified number of tickets plus required contribution on a priority basis. These tickets can be purchased in addition to any tickets the University Officials have been personally purchasing in the past. When the official leaves office the seats will revert to the office. The number of tickets for each sport is listed on Schedule E- General Ticket Distribution and the request for these tickets must be made in writing to the Athletics Department Ticket Manager.

III. City, Parish Officials

While holding office the officials listed on Schedule E – General Ticket Distribution will be given the option to purchase priority tickets plus the required contribution. These tickets can be purchased in addition to any tickets the officials have been personally purchasing in the past. When the official leaves office the seats will revert to the office.

IV. Courtesy Car Program

Tickets will be available up to the amount shown on Schedule E – General Ticket Distribution for purchase by the Tiger Athletic Foundation for the car dealers donating the use of a vehicle to the Athletics Department Administrators and Coaches. The Tiger Athletic Foundation will pay the regular price of the ticket without required contribution.

V. Athletic Network

Tickets will be available up to the amount shown on Schedule E – General Ticket Distribution for purchase at regular price plus required contribution based on the location of the seat by companies and individuals that provide direct support in their respective sports. The Athletic Director will have final approval of distribution of this allotment.

VI. Athletic Department

Tickets will be available up to the amount shown on Schedule E – General Ticket Distribution for purchase at regular price plus required contribution, if applicable, based on the location of the seat. When the Athletic Department staff member or coach is no longer employed by Athletics Department, tickets will revert to back to Athletics Department for distribution. In addition, the Athletic Director will have an allotment of tickets, as shown on Schedule E, for distribution at his discretion for purposes such as development and public relations.

GENERAL TICKET DISTRIBUTION POLICY - AWAY FOOTBALL GAMES

SALE OF PRIORITY SEATING

It is the policy of the University to offer priority seating to away football games. The policy is designed to accord proper recognition to persons who, because of their positions, or who render, without compensation, special services to the athletic programs of the University, shall receive special consideration for away game tickets.

If a situation arises whereby a contract with the opposing University does not supply LSU with sufficient tickets to satisfy all sales priorities listed below, the number of tickets will decrease proportionately.

I. State Officials

While holding office, the state officials listed on Schedule E below, will be given the option to purchase priority seating at the full price of the ticket. When the individual leaves office the seats will revert to the office listed below.

II. University Officials

The University Officials listed on Schedule E below will have the option to purchase a specified number of tickets on a priority basis. When the individual leaves office the seats will revert to the office listed below.

III. The LSU Tiger Marching Band

The LSU Tiger Marching Band will get a section of tickets where the field is accessible. When traveling with a full band, approximately 550 tickets (depending on configuration) will be set aside for the band. When traveling with a pep band, approximately 150 tickets (depending on configuration) will be set aside. Away game tickets for the band are paid by the Athletics Department unless the contract specifies otherwise.

IV. Remaining game tickets will be allocated among the following categories of buyers

Ticket distribution will depend on ticket allocation for Away Football Games. Consideration will be given to Office of the President, Athletic Director, Athletic Network, Car Program, Tiger Athletic Foundation, Corporate Sponsors, Alumni Association, students, season ticket holders, and public.

GENERAL TICKET DISTRIBUTION POLICY-POST SEASON

SALE OF PRIORITY SEATING TO POST SEASON EVENTS

I. Football Post Season Games

After the Complimentary Ticket Distribution, sale of priority seating for post-season football games shall be distributed in accordance with the policies for away football games, subject to necessary modification by the President or their designee caused by a limited number of tickets provided to LSU by the organizer of the post-season game.

II. All Other Sports Post Season Play

For all other post-season play other than football, to provide that, insofar as practicable after priority distribution of complimentary tickets in accordance with existing policy, tickets for post-season games be distributed or allocated for priority purchase in accordance with the distribution policies for the applicable sport, subject to the necessary modification by the President or designee caused by a limited number of tickets provided or allocated to LSU by the organizer of the post-season game.

GENERAL DISTRIBUTION POLICY FOR PARKING PERMITS

SALE OF PARKING PERMITS

Certain key officials will have the option to buy parking permits on an annual basis. The amounts are listed on Schedule F.

I. State Officials

While holding office, state officials will be given the option to purchase parking permit(s), at the full season parking permit price plus the required contribution based on the location of the parking permit. These permits can be purchased in addition to any permits the state officials have been personally purchasing in the past. When the official leaves office the permit(s) will revert to the office. Recipients must also have regular season tickets to purchase a parking permit.

II. City-Parish Officials

While holding office, the city-parish officials listed on Schedule F will be given the option to purchase parking permit(s), at the full season parking permit price plus the required contribution based on the location of the parking permit. These permits can be purchased in addition to any permits the city-parish officials have been personally purchasing in the past. When the official leaves office the permit(s) will revert to the office. Recipients must also have regular season tickets to purchase a parking permit.

COMPLIMENTARY TICKET DISTRIBUTION-HOME EVENTS

The following outline accounts for the distribution of complimentary tickets to athletic events.

I. Athletics Department

The following athletics department office/position, receive complimentary tickets due to their direct relationship to the football team, and/or Athletics Department. All tickets indicated in this category are tickets located within the stadium, not in the stadium press box area or limited access seating area. When the individual leaves office the seats will revert to the office. See Schedule G – Complimentary Ticket Distribution.

II. Guests of University

The University Offices listed on Schedule G – Complimentary Ticket Distribution will be provided with complimentary tickets for distribution to distinguished guests of the University.

III. Service Personnel

The individuals or office listed on Schedule G – Complimentary Ticket Distribution will be provided with complimentary tickets for distribution to service personnel that work the event.

IV. Press Box Seating or Limited Access Seating

The individuals or office listed on Schedule G – Complimentary Ticket Distribution will be provided with a designated number of seats in the LSU Press Box area or Limited Access Seating. Tickets for seating in each area will be complimentary and signed for by the individual. When the individual leaves office the seats will revert to the office.

V. Homecoming Court

Tickets will be made available for the homecoming court for the home football game designated as part of the homecoming activities. The maximum number of complimentary tickets is listed on Schedule G – Complimentary Ticket Distribution.

COMPLIMENTARY TICKET DISTRIBUTION – AWAY FOOTBALL GAMES

The following outline accounts for the distribution of complimentary tickets to away football games.

I. University Officials

The University Offices listed on Schedule G, have the option to receive complimentary tickets for distribution to guests of the University or supporters of the University. If not used, they will be included in the group of tickets that are sold or returned to the host university.

II. Athletics Department

The Athletics Department will have one hundred twenty-five (125) complimentary tickets to use for people who work in the Athletics Department or have a direct relationship to the Athletics Department. This includes those who travel to work at the game, are guests of the Athletics Department, or provide services in the course of team travel. One hundred twenty-five tickets is the maximum number of tickets to be used in this area, and any unused tickets will be sold or returned to the host university. (Issued at the discretion of the Athletics Director)

III. Football Team

Those receiving complimentary tickets in this category are members of the team or have a direct relationship to the football team.

COMPLIMENTARY TICKET DISTRIBUTION – POST-SEASON

This includes bowl games, NCAA championships and other post season activity.

I. University Officials and Athletics Department

University officials and individuals who work for the Athletics Department or have a direct relationship to the Athletics Department receive complimentary tickets for post season activity as per Schedule G – Complimentary Ticket Distribution.

COMPLIMENTARY TICKET DISTRIBUTION – AWAY EVENTS – OTHER SPORTS

This includes all sports, other than football, including post season activity.

I. University Officials, Athletics Department, Sport staff, and players

Complimentary tickets will be distributed as per Schedule G – Complimentary Ticket Distribution
BASED UPON AVAILABILITY OF TICKETS.

COMPLIMENTARY PARKING PERMITS GUIDELINES AND DISTRIBUTION

It is the policy of the University to issue certain complimentary parking permits to home football, basketball, and baseball games when needed and justified.

The policy is designed to accord proper recognition to persons who, because of their positions, or who render, without compensation, special services to the athletic programs of the University, shall receive special consideration for complimentary parking (Schedule H).

All complimentary parking is based on availability.

The policy will be implemented under the following guidelines:

1. Any individual, who is covered in more than one classification, will receive only the maximum complimentary parking permits allowed in one position, with the exception of commitments to endowed scholarship contributors.
2. Complimentary parking permits will be issued only to specified individuals and are intended for the use of those individuals only.
3. All complimentary permits will be distributed only by the University.
4. Complimentary parking permits will be issued only to qualified individuals who purchase season tickets or who have been given complimentary tickets to the games.
5. Special consideration for complimentary parking will be extended to those handicapped persons with maximum immobility through the Athletics Director.
6. Requests for complimentary parking permits must be submitted in writing. Classifications with multiple passes must submit a list for ticket verification before permits will be issued.
7. All decisions concerning location of complimentary parking permits are subject to approval of the Athletics Director.
8. Individual game or season permits as denoted in the policy, will be issued at the discretion of the Athletics Department on a game-by-game basis with the approval of the Athletics Director.
9. The Athletics Director shall determine which lots or portions of lots are designated and sold for use by handicapped patrons (in compliance with American Disabilities Act) and which lots or portions of lots are designated for complimentary parking permits.

SCHEDULE A FOOTBALL SEASON PRICING



Season Ticket Location	2019	2020
Premium/West Sideline	\$495	\$550
Lower Bowl Premium	\$440	\$490
North Endzone	\$430	\$480
Upper Deck	\$360	\$400
Visiting Team	N/A	N/A
Student Section GA	\$84	\$84
Student Section Reserved	\$126	\$126

Schedule A - Football Tradition Fund Pricing Beginning FY 2018-19



Level	Donation
West Sideline 1	\$1,125
West Sideline 2	\$1,075
West Sideline 3	\$975
East Sideline 1	\$1,020
East Sideline 2	\$970
East Sideline 3	\$920
Tiger Terrace 1	\$950
Tiger Terrace 2	\$900
Tiger Terrace 3	\$850
Low Sidelines (Rows 1 & 2)	\$725
North & South Endzone 1	\$370
North & South Endzone 2	\$320
South Endzone 3	\$250
East & West Chairbacks 1	\$450
East & West Chairbacks 2	\$350
East & West Chairbacks 3	\$260
West Upper Benchbacks	\$125
East Upper Bench & West Upper Bench	\$0
NEZ & Upper Level Accessible	\$210

SCHEDULE B

BASKETBALL - FY 2017-18

LSU Men's Basketball Tradition Fund

100 LEVEL:

A: Mid-court	103-104, 113-114	\$500
B: Court	102, 105, 112, 115	\$325
C: Baseline	101, 106, 107-111, 116	\$100

200 LEVEL:

D: Mid-court	204-205, 218-219	\$325
E: Court	202-203, 206-207, 216-217, 220-221	\$175
F: Court Angle	201, 208, 215, 222	\$100
G: Baseline	209-214, 223-224	\$50

300 LEVEL:

H: Mid-court	305-307, 327-329	\$50
I: Court	301-304, 308-312, 322-326, 330-334, 344	\$50
J: Baseline	313-321, 335-337, 343	\$0



SCHEDULE B

MEN'S BASKETBALL PRICING - FY 2017-18

Season Ticket Price

100 LEVEL:

All sections		\$250
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200 LEVEL:

All sections		\$250
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300 LEVEL:

H: Mid-court	305-307, 327-329	\$250
I: Court	301-304, 308-312, 322-326, 330-334, 344	\$200
J: Baseline	313-321, 335-337, 343	\$100



SCHEDULE B

WOMEN'S BASKETBALL PRICING - FY 2017-18

Season Ticket Price

100 LEVEL:

101-106; 111-116		\$100
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200 LEVEL:

203-206; 217-220		\$75
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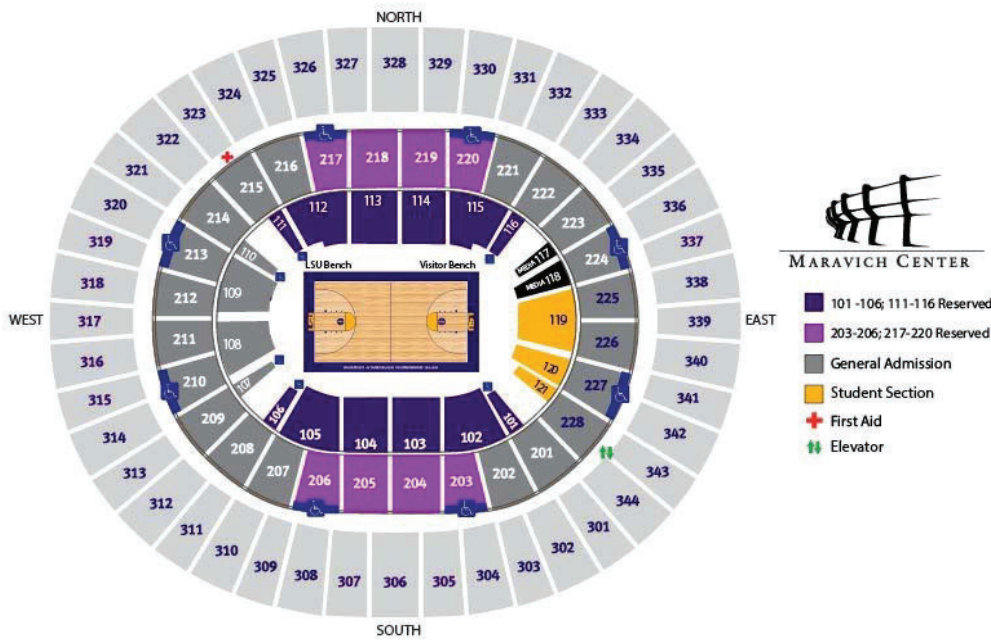
300 LEVEL:

All Sections		
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Students

119-121		Free w./ ID
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WOMEN'S BASKETBALL SEATING CHART



SCHEDULE B GYMNASTICS PRICING - FY 2017-18

Season Ticket Price

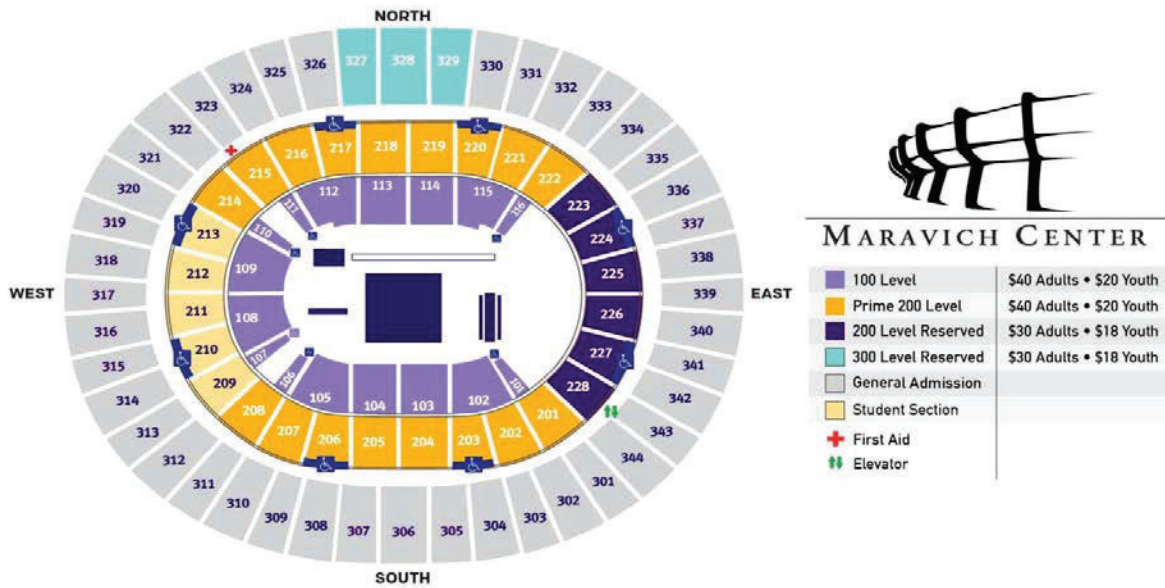
Reserved Seating

100 Level		\$40 - Adults, \$20 - Youth
Prime 200 Level		\$40 - Adults, \$20 - Youth
200 Level Reserved		\$30 - Adults, \$18 - Youth
300 Level Reserved		\$30 - Adults, \$18 - Youth

Students

Full Time LSU-Baton Rouge		Free w./ ID
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LSU GYMNASTICS SEATING CHART



SCHEDULE C BASEBALL PRICING

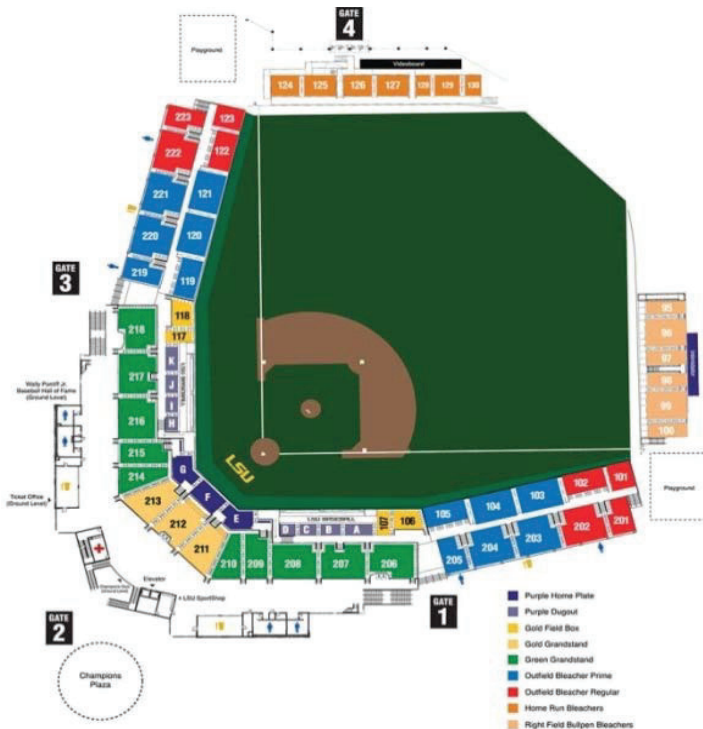
FY - 19-20 - 2020 Season

BASEBALL TICKET PRICES

SECTION	
SUITES	\$390
PURPLE HOME PLATE	\$390
PURPLE DUGOUT	\$390
GOLD FIELD BOX	\$390
GOLD GRANDSTAND	\$390
GREEN GRANDSTAND	\$345
OUTFIELD BLEACHERS PRIME	\$210
OUTFIELD BLEACHERS REGULAR	\$210
HOME RUN BLEACHERS	\$210

BASEBALL TRADITION FUND PRICES

Level		TAF
SUITES		TAF
Club Home Plate		2100
Club Dugout		1700
Gold Field Box		450
Gold Grandstand		375
Green Grandstand		250
Prime Bleachers		75
NC Bleachers		0
LF Bleachers		0
RF Bleachers		0



SCHEDULE C SOFTBALL PRICING FY - 17-18 - 2018 Season

SEASON TICKET PRICES

	Ticket Price	Tradition Fund	Total
Suite	\$100	\$250	\$350
Club	\$100	\$150	\$250
Gold Seats	\$100	\$50	\$150
Bleachers	\$75	\$0	\$75



LSU
SOFTBALL
TRADITION FUND



Seating	Ticket Price	Tradition Fund Donation
Gold Chairbacks	\$100	\$50
Club	\$100	\$150
Suites	\$100	\$250
Reserved Bleacher	\$75	\$-

**SCHEDULE D
FOOTBALL PARKING
PRICING - FY 2018-19**

LOT	Tradition Fund	Cost	Total Price
Automobile - Tier 1			
101 (Reserved)	\$ 425	\$ 300	\$ 725
102 (Reserved)	\$ 425	\$ 300	\$ 725
103 (Reserved)	\$ 425	\$ 300	\$ 725
104 (Reserved)	\$ 425	\$ 300	\$ 725
201	\$ 425	\$ 300	\$ 725
202 (Reserved)	\$ 425	\$ 300	\$ 725
301	\$ 425	\$ 300	\$ 725
401 (Reserved)	\$ 425	\$ 300	\$ 725
Automobile - Tier 2			
102	\$ 200	\$ 300	\$ 500
103	\$ 200	\$ 300	\$ 500
104	\$ 200	\$ 300	\$ 500
202	\$ 200	\$ 300	\$ 500
203	\$ 200	\$ 300	\$ 500
205	\$ 200	\$ 300	\$ 500
303	\$ 200	\$ 300	\$ 500
304	\$ 200	\$ 300	\$ 500
402	\$ 200	\$ 300	\$ 500
404	\$ 200	\$ 300	\$ 500
Automobile - Tier 3			
105	\$ 100	\$ 300	\$ 400
106	\$ 100	\$ 300	\$ 400
108	\$ 100	\$ 300	\$ 400
302 (SUITES)		\$ 300	\$ 300
305	\$ 100	\$ 300	\$ 400
406	\$ 100	\$ 300	\$ 400
408	\$ 100	\$ 300	\$ 400
409	\$ 100	\$ 300	\$ 400
Automobile - Tier 4			
407		\$ 275	\$ 275
411		\$ 275	\$ 275
UNION GARAGE		\$ 240	\$ 240
MOTORHOME			
TV-1	\$ 900	\$ 500	\$ 1,400
TV-2	\$ 650	\$ 500	\$ 1,150
401-RV (LOT B - FRONT ROW)	\$ 2,000	\$ 5,000	\$ 7,000
401-RV (LOT B - BACK ROW)	\$ 2,000	\$ 4,000	\$ 6,000
TOWER DRIVE (EAST CAMPUS)			
	\$ 300	\$ 200	\$ 500
HANDICAP (ADA ACCESSIBLE)			
ALL LOTS	\$ 100	\$ 300	\$ 400

**SCHEDULE D
BASEBALL AND BASKETBALL PARKING PRICING
FY - 2017-18**

BASEBALL

LOT		Tradition Fund	Cost	Total Price
Hall of Fame		\$ -	\$ 250	\$ 250
Home Run Village		\$ -	\$ 300	\$ 300
Champions		\$ -	\$ 300	\$ 300
Bullpen		\$ -	\$ 250	\$ 250
Handicap		\$ -	\$ 150	\$ 150

MEN'S BASKETBALL

LOT		Tradition Fund	Cost	Total Price
101		\$ -	\$ 200	\$ 200
104		\$ -	\$ 200	\$ 200
301		\$ -	\$ 200	\$ 200
201		\$ -	\$ 200	\$ 200
N. Stadium		\$ -	\$ 200	\$ 200
205		\$ -	\$ 200	\$ 200
206	Free Handicap	\$ -	\$ -	\$ -
105		\$ -	\$ 200	\$ 200

WOMEN'S BASKETBALL

LOT		Tradition Fund	Cost	Total Price
101		\$ -	\$ 100	\$ 100
301		\$ -	\$ 100	\$ 100
201		\$ -	\$ 100	\$ 100
N. Stadium		\$ -	\$ 100	\$ 100
205		\$ -	\$ 100	\$ 100
206	Free Handicap	\$ -	\$ -	\$ -

SCHEDULE E- GENERAL TICKET DISTRIBUTION

	Football - Season	Football - Away	Basketball - Season	Baseball - Season
State Officials:				
Office of the Governor	12	12	4	
Office of the Lt. Governor	12	2	2	
Office of the Secretary of State	2	2	2	
Office of the Attorney General	2	2	2	
Office of the Treasurer	2	2	2	
Office of the Commissioner of Agriculture	2	2	2	
Office of the Superintendent of Public Ed.	2	2	2	
Office of the Commissioner of Insurance	2	2	2	
Each Member of LA Congressional Delegation	2	2	2	
Each Member of Legislature	2		2	
Office of the Clerk of House	2			
Office of the Secretary of Senate	2			
Office of Superintendent, LA State Police	2			
Office of Secretary of Public Safety	2			
University Officials:				
Chairman of the Board of Supervisors	12			
Each Member of the Board of Supervisors	10	10	4	4
Office of the President	16	16	8	8
Office of the Vice Presidents (each)	4	4	2	
Office of the Chancellors on each campus (not BR)	4	4	2	
Office of the Director of Athletics	8	8	4	
Each Member of the Athletics Council	2	2	2	
Former Members of Board of Supervisors	4	4	2	2
Former Presidents or their widows	2		2	
Former Director of Athletics or their widows	2		2	
Former Chancellors of LSU, or widows	2		2	
Faculty and Staff	500		100	
City, Parish Officials:				
Office of the Mayor-President	4			
Office of the District Attorney	2			
Office of the Sheriff	2			
Courtesy Car Program:				
TAF/Car Dealers	175		80	40
Athletic Network:				
Athletic Network	325		100	20
Band:				
Full Band		550		
Pep Band		150		
Athletic Department:				
Coaches and Staff	4	4	4	4
Athletic Director	50		30	30

SCHEDULE G - COMPLIMENTARY TICKET DISTRIBUTION

	Football - Home	Football - Away	M & W Basketball - Home	Baseball - Home	Other Athletic Events - Home	Other Athletic Events - Away *	Post-Season Play	Hosted Post-Season Play
Athletics Department:								
Head Football Coach	12	12	4				12	4
Head Coach - Primary Sport			22	22	22	12	12	22
Assistant Coaches - Primary Sport (each)	4	4	4	4	4	4	6	6
Football Team Doctors	12	12					12	
Team Doctors - Primary Sport (each)			2	2			2	2
Football Trainers	12	12					12	
Head Trainer - Primary Sport			4	4	4		4	4
Football Equipment Staff	12	12					12	
Equipment Staff - Primary Sport								
Football Strength Staff	12	12					12	
Strength Staff - Primary Sport			4	4	4		4	4
Football Video Staff	8	8					8	
Video Staff - Primary Sport			4	4	4		4	4
Primary Team (including mgrs. & trainers)	500	450	64	200				
Primary Team (each)					4		6	6
Primary Team - Student Managers & Trainers (each)					2		4	4
Other LSU Varsity Sports	500							
Recruits-Football	325		150					
Recruits-Other Sports	150		100	50				
Recruits-Primary Sport			100	50	50			
Band	650							
ROTC	50							
Medical Department			12					
Non-Profit Groups (when available)			100	100	100			
Promotional Tickets for Varsity Head Coaches			12	12				
Overflow Media	15							
High School Coaches	500		100	50	50			
University Officials & Guests:								
Office of the Director of Athletics	4	4	4	4	4		4	4
Office of the President	24	8	8	8	8		8	8
Official Guests of Athletic Dept.	125	125	80	80	80	80	125	125
Administrative Team Needs	100		50	50	50			
Faculty Athletics Representative	2	2	2	2	2		2	2
Service Personnel:								
Officials (as per SEC policy)	18		6	6	6			
Press Box Seating:								
Office of the Head Football Coach	24							
Office of the Director of Athletics	24							
Athletics Department	150							
Office of the President	124							
Homecoming Game:								
Homecoming Court	80							

* Distribution is based upon availability of tickets.

SCHEDULE F - GENERAL PARKING DISTRIBUTION

	Football	Basketball	Baseball
AVAILABLE TO PURCHASE			
State Officials:			
Governor	4	2	2
Lt. Governor	2	1	1
Secretary of State	1	1	1
Attorney General	1	1	1
Treasurer	1	1	1
Commissioner of Agriculture	1	1	1
Commissioner of Insurance	1	1	1
Each Member of LA Congressional Delegation	1	1	1
Each Member of Legislature	1	1	1
Each Member of Louisiana Supreme Court	1	1	1
Public Service Commissioner	1	1	1
City-Parish Officials:			
Mayor-President, EBR	4	2	2
District Attorney, EBR	1	1	1
Each Member of City-Parish Council	1	1	1
Each City Court Judge	1	1	1
Each Family Court Judge	1	1	1
Each District Court Judge	1	1	1
Sheriff, EBR	1	1	1

SCHEDULE H - COMPLIMENTARY PARKING DISTRIBUTION

	Football	Basketball	Baseball
University Officials:			
Each Member Board of Supervisors	3	1	1
Former Member Board of Supervisors	1	1	1
Board of Regents, Chairman	1	1	1
Office of the President	70	8	8
Former Presidents, or their Widows	1	1	1
Former Chancellors, or their Widows	1	1	1
Chancellors, Each Campus other than LSU BR	1	1	1
Each Vice-President, LSU BR	1	1	1
Each Dean, LSU BR	1	1	1
Each Member of Athletic Council	1	1	1
Campus Security Personnel	1	1	1
Campus Security Emergency Vehicles	1	1	1
Academic Center Support	14	4	4
Athletics Department:			
Director of Athletics	90	20	2
Former Athletic Directors, or their Widows	1	1	1
Each Associate Director of Athletics	2	1	1
Each Assistant Director of Athletics	2	1	1
Primary Sport Head Coach	10	10	10
Primary Sport Assistant Coach	2	2	2
Primary Sport Graduate Assistants	1	1	1
Players (1 each)	125	pass list	pass list
Each Team Doctor	6	2	2
Each Tiger Transportation Team Member (Courtesy Cars)	1 per car given	1 per car given	1 per car given
Each Member Athletic Department Staff	1	1	1
Each Member Game Management Personnel	1	1	1
Each Ticket Office Employee	1	1	1
Each Member, Working Press Covering Games	1	1	1
Each Head Coach, other than primary sport head coach	2	2	2
Each Assistant Coach, other than primary sport asst. coach	1	1	1
Each Member, Training Staff	1	1	1
Each Support Staff Member(Equipment Room, etc.)	1	1	1
Marketing & Corporate Sponsors (as per contracts)	Open/Contract	Open/Contract	Open/Contract
Game Management	20	10	10
Compliance	14	5	5



Board of Supervisors

LSU BOARD OF SUPERVISORS MEETING

University Center Ballroom

Louisiana State University in Shreveport

1 University Place, Shreveport, LA 71115

Friday, January 25, 2019 | Time: Upon Adjournment of Committee Meeting

1. Call to Order and Roll Call
2. Invocation and Pledge of Allegiance
3. Approval of the Minutes of the Board Meeting held on December 7, 2018
4. Personnel Actions Requiring Board Approval
5. Reports from Council of Staff Advisors and Council of Faculty Advisors
6. President's Report
7. Reports to the Board
 - a. BOS Quarter 2 Informational Board Report
 - b. LSU FY 2018-2019 Semiannual Financial Report for Period Ending December 31, 2018
 - c. LSU System Quarterly Investment Report FY19 Quarter 2
8. Committee Reports
9. Chairman's Report
10. Adjournment

Personnel Actions Requiring Board Approval
per PM-69

January 25, 2019

Personnel Actions Requiring Board Approval per PM-69
January 25, 2019

LSU A&M
Appointments

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>Compensation</u>
Stacia Haynie	Executive Vice President and Provost	1/2/2019	\$268,884 ¹

1. Dr. Haynie will also receive a temporary administrative supplement of \$131,116 as well as an automobile allowance of \$12,000 per year. She will continue to receive \$6,200 annually as the holder of the J.W. Annison, Jr. Family Alumni Professorship.

FY 2018-19 2nd Quarter Consolidated Report on
Personnel Actions Not Requiring Board Approval
in accordance with the
Regulations of the Board of Supervisors

January 25, 2019

Personnel Actions Information Report
Reporting Period: October 2018 - December 2018

LSU

Honorifics						
Name	Effective Date	Academic Rank	Allowance	Named Professorship	Transaction	
Lipton, Robert	12/15/2018	Professor	\$15,000	Nicholson Professorship of Mathematics	Honorifics	

Personnel Actions						
Name	Effective Date	Title	Prev Salary	New Salary	% Change	Transaction
Thackaberry, Alexandra	12/1/2018	Vice Provost	\$170,000	\$195,500	15.00%	Equity Adjustment
Benton, Clay	10/1/2018	Registrar	\$86,357	\$130,000	50.54%	Promotion via Competitive Process

LSU at Shreveport

Name	Effective Date	Title	Tenure Status	Prev Salary	New Salary	% Change	Transaction
Cannon, Barbie	11/1/2018	Vice Chancellor for Business Affairs	N/A	\$138,875	\$155,000	11.61%	Equity Adjustment

LSU at Eunice

Name	Effective Date	Title	Tenure Status	Prev Salary	New Salary	% Change	Transaction
Tucker, Arlene	9/1/2017	Vice Chancellor for Business Affairs	N/A	\$104,751	\$125,000	18.74%	Merit Increase and Equity Adjustment
Robichaux, Renee	9/1/2017	Vice Chancellor for Academic Affairs	Tenured	\$84,556	\$112,556	31.97%	Merit Increase and Equity Adjustment
Russell, Kimberly	9/1/2017	Chancellor	Tenured	\$205,000	\$213,200	4.00%	Merit Increase

Promotion and Tenure

Name	Effective Date	Title	Tenure Status	Prev Salary	New Salary	% Change	Transaction
Batiste, Barbara	8/18/2014	Assistant Professor	Tenured	\$48,354	\$48,354	0.00%	Tenure only
Noble, Jane	8/18/2014	Associate Professor	Tenured	\$37,000	\$39,000	8.10%	Promotion with Tenure
Meche, Jude	8/18/2014	Associate Professor	Tenured	\$37,000	\$39,000	8.10%	Promotion with Tenure
Scanlan, Michael	8/18/2014	Assistant Professor	Non-tenured	\$35,000	\$36,000	2.85%	Promotion
Andrus, Rachel	8/17/2015	Assistant Professor	Non-tenured	\$36,725	\$37,725	2.72%	Promotion
Fontenot, Billy	8/17/2015	Professor	Tenured	\$42,322	\$46,322	9.45%	Promotion
Sonnier, Angela	8/17/2015	Professor	Tenured	\$44,746	\$48,746	8.94%	Promotion
Gontz, Stephen	7/1/2016	Assistant Professor	Non-tenured	\$47,000	\$48,000	2.13%	Promotion
Vidrine, Elizabeth	8/15/2017	Assistant Professor	Non-tenured	\$38,000	\$39,000	2.63%	Promotion
Langlois, Diane	8/15/2017	Professor	Tenured	\$39,832	\$43,932	10.00%	Promotion
Thibodeaux	8/15/2018	Assistant Professor	Non-tenured	\$40,020	\$41,020	2.50%	Promotion

Honorifics

Name	Effective Date	Academic Rank	Allowance	Named Professorship	Transaction
Brown, Patricia	2014-2015	Librarian		\$3,500 Public Policy	Honorific Appointment
James Cordez	2014-2015	Professor		\$5,000 Opelousas General	Honorific Appointment
Al-Dugaili, Jameel	2014-2015	Professor		\$3,500 Fritz Lang	Honorific Appointment
Huval, Chad	2014-2015	Assistant Professor		\$3,500 Train Derailment #2	Honorific Appointment
Leslie, Mary/Greud, Angela	2015-2016	Associate Professor/Associate Professor		\$4,000 Public Policy	Honorific Appointment
Creswell, Jennifer	2015-2016	Associate Professor		\$5,000 Lafayette General Nursing #1	Honorific Appointment
Cordes, Jim	2015-2016	Professor		\$4,000 Opelousas General	Honorific Appointment
Huval, Chad	2015-2016	Assistant Professor		\$4,000 Train Derailment #1	Honorific Appointment
Meche, Jude	2015-2016	Associate Professor		\$4,000 Train Derailment #2	Honorific Appointment
Al-Dugaili, Jameel	2015-2016	Professor		\$4,000 Fritz Lang	Honorific Appointment
Batiste, Barbara	2016-2017	Assistant Professor		\$4,000 Public Policy	Honorific Appointment
Asbury, David	2016-2017	Instructor		\$5,000 Lafayette General Nursing #1	Honorific Appointment
Lavigne, Camille	2016-2017	Instructor/Instructor/Professor	N/A	Lafayette General Nursing #2	Honorific Appointment
Scott, Janet	2016-2017	Instructor	N/A	Lafayette General Nursing #2	Honorific Appointment
Sonnier, Angie	2016-2017	Professor	N/A	Lafayette General Nursing #2	Honorific Appointment
Cordes, Jim	2016-2017	Professor		\$4,000 Opelousas General	Honorific Appointment
Al-Dugaili, Jameel	2016-2017	Professor		\$4,000 Fritz Lang	Honorific Appointment
Cavell, Maura	2016-2017	Professor	N/A	Train Derailment #1	Honorific Appointment
Langlois,	2016-2017	Professor	N/A	Train Derailment #1	Honorific Appointment
Huval, Chad	2016-2017	Assistant Professor		\$4,000 Train Derailment #2	Honorific Appointment
Fontenot, Billy	2017-2018	Professor		\$5,000 Public Policy	Honorific Appointment
Papillion, Maria	2017-2018	Instructor		\$15,000 Lafayette General Nursing #1	Honorific Appointment
Trumps, Kerri	2017-2018	Instructor		\$17,500 Lafayette General Nursing #2	Honorific Appointment
Cordes, Jim	2017-2018	Professor		\$5,000 Opelousas General	Honorific Appointment
Jariel, Domingo	2017-2018	Professor		\$5,000 Fritz Lang	Honorific Appointment
Noble, Jane	2017-2018	Associate Professor		\$5,000 Train Derailment #1	Honorific Appointment
May, Felecia	2017-2018	Instructor		\$5,000 Train Derailment #2	Honorific Appointment
Walker, Brittany	2018-2019	Instructor		\$5,000 Public Policy	Honorific Appointment
Guillory, Renee	2018-2019	Instructor		\$20,550 Lafayette General Nursing #2	Honorific Appointment
Batiste, Barbara	2018-2019	Assistant Professor		\$10,000 Lafayette General Nursing #1	Honorific Appointment
Cordes, Jim	2018-2019	Professor		\$5,000 Opelousas General	Honorific Appointment
Jariel, Domingo	2018-2019	Professor		\$5,000 Fritz Lang	Honorific Appointment
Borrill, Brandon	2018-2019	Assistant Professor		\$5,000 Train Derailment #1	Honorific Appointment
Seeder, Laurie	2018-2019	Instructor		\$5,000 Train Derailment #2	Honorific Appointment

LSUHSC-New Orleans

Name	Effective Date	Title	Faculty Rank	Prev Salary	New Salary	% Net Change	Transaction
Boe Jr.,Kenneth J	10/10/2018	ASST VICE CHAN FOR COMPUTER SE		\$169,193.04	\$203,516.00	20.29	PRO Promotion-Unclass/Admin Duties
Cairo,Jimmy M	10/1/2018	DEAN OF MAJOR ACADEMIC AREA	Professor	\$265,920.00	\$279,216.00	5	PAY Pay Change Other
Cehreli,Zafer Cavit	10/15/2018	Blue Cross Blue Shield of Louisiana Professorship in Pediatric Dentistry	Professor	N/A	N/A	N/A	Initial Appointment
Chen,Chu	10/1/2018	PROFESSOR	Professor	\$128,756.04	\$175,000.00	35.92	PAY Sal Inc - Equity Adjust Unclas
	11/1/2018	Robert J. Musselman Professorship in Pediatric Dentistry	Assistant Professor	N/A	N/A	N/A	Initial Appointment
Fournier,Suzanne E.							
Gremillion,Henry Alan	10/1/2018	DEAN OF MAJOR ACADEMIC AREA	Professor	\$286,416.00	\$300,736.80	5	PAY Pay Change Other
Harman,John A	10/1/2018	VICE CHANCELLOR (CAMPUS)		\$299,000.04	\$328,900.01	10	PAY Pay Change Other
Hurley-Larmeu,Annette E.	9/1/2018	DEPARTMENT HEAD/CHAIRMAN	Associate Professor	\$97,662.96	\$130,000.00	33.11	PRO Promotion-Unclass/Admin Duties
Karam,George H	8/15/2018	ASSISTANT DEAN OF MAJOR ACADEM	Professor	\$200,000.04	\$200,000.04	0	PRO Promotion-Unclass/Admin Duties
Liu,Bolin	11/1/2018	PROFESSOR	Professor	\$0.00	\$160,000.00	100	HIR Appointment Unclassified
Moerschbaeche III,Joseph M	10/1/2018	VICE CHANCELLOR FOR ACADEMIC A	Professor	\$285,891.00	\$314,480.16	10	PAY Pay Change Other
Murray,Edwin R.	10/1/2018	VICE CHANCELLOR (CAMPUS)		\$198,900.00	\$207,900.00	4.52	PAY Pay Change Other
Porche,Demetrius J	10/1/2018	DEAN OF MAJOR ACADEMIC AREA	Professor	\$242,673.00	\$266,940.36	10	PAY Pay Change Other
Quin,Sherrrod L.	11/1/2018	Cheuk Family Professorship in Dentistry II	Assistant Professor	N/A	N/A	N/A	Initial Appointment
Schroth,Keith Gerard	10/1/2018	ASSOC VICE CHANCELLOR		\$307,703.04	\$316,965.00	3.01	PAY Pay Change Other
Simoneaux,Wendy	10/1/2018	ASSOC VICE CHANCELLOR		\$280,000.08	\$294,000.00	5.00	PAY Pay Change Other
Smith,Dean G.	10/1/2018	DEAN OF MAJOR ACADEMIC AREA	Professor	\$331,500.00	\$338,130.00	2.00	PAY Pay Change Other
Wennerstrom,Ashley	12/1/2018	DIRECTOR OF ACADEMIC AREA	Associate Professor	\$0.00	\$130,000.00	100	HIR Appointment Unclassified
Winters,Jack Christian	10/1/2018	VICE CHANCELLOR FOR RESEARCH/C	Professor	\$263,688.00	\$276,872.40	5	PAY Pay Change Other

Leave of Absence

Name	Effective Date	Academic rank	Last day of Leave - Estimated	Transaction
Guidry,Megan Richard	5/15/2018	ASSISTANT PROFESSOR - CLINICAL	\$43,277	Special Leave with pay or benefits in excess of 30 days within any twelve-month period

LSUHSC-Shreveport

Name	Effective Date	Title	Faculty Rank	Prev Salary	New Salary	% Net Change	Transaction
Akhtar,Furqan	10/19/2018	ASSISTANT PROFESSOR - CLINICAL	Assistant Professor	\$90,000.00	\$100,000.00	11.11	PRO Promotion in Faculty Rank
Beal,Lauren M.	10/1/2018	ASSOCIATE PROFESSOR - CLINICAL	Associate Professor	\$115,081.00	\$130,000.00	12.96	PAY Sal Inc - Equity Adjust Unclas
Cavell,Richard Mclavy	10/1/2018	PROFESSOR - CLINICAL SPECIALIS	Professor	\$177,669.02	\$197,669.00	11.26	PAY Change in Pay Unclassified
Cotelingam,James D	10/15/2018	DIRECTOR OF MEDICAL SERVICE AR	Professor	\$141,154.25	\$141,154.25	0	PRO Change to Acting Position Uncl
Kelley,Roger E	10/1/2018	DEPARTMENT HEAD/CHAIRMAN	Professor	\$0.00	\$175,000.00	100	REH Appt- Acad Rank Unclas
Okorie,Ugorji I.	10/16/2018	ASSISTANT PROFESSOR - CLINICAL	Assistant Professor	\$90,000.00	\$100,000.00	11.11	PRO Promotion in Faculty Rank
Riel-Romero,Rosario M.	12/1/2018	CHIEF OF MEDICAL ACADEMIC AREA	Professor	\$129,792.00	\$142,771.00	10	PAY Sal Inc - Equity Adjust Unclas
Scott,Rona S	10/1/2018	ASSOCIATE PROFESSOR	Associate Professor	\$109,448.56	\$125,755.75	14.9	PAY Sal Inc - Equity Adjust Unclas
Sequeira,Adrian P.	12/1/2018	ASSOCIATE PROFESSOR - CLINICAL	Associate Professor	\$114,400.00	\$130,000.00	13.64	PAY Sal Inc - Equity Adjust Unclas
Yurochko,Andrew D	10/1/2018	PROFESSOR	Professor	\$135,635.89	\$155,845.76	14.9	PAY Sal Inc - Equity Adjust Unclas
Zweig,Richard M	10/1/2018	PROFESSOR	Professor	\$148,457.13	\$148,457.13	0	PAY Change from Acting Position Un

HCSDA

Name	Effective Date	Title	Faculty Rank	Prev Salary	New Salary	% Net Change	Transaction
Smith,Luis E.	12/17/2018	PROJECT COORDINATOR		\$0.00	\$126,999.96	100	REH Appointment Unclas

Louisiana State University



**Semi-Annual Financial Report
For Six-Month Period Ending December 31, 2018**

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CAMPUS CORRESPONDENCE

To: F. King Alexander
President and Chancellor

Date: January 15, 2019

From: Daniel T. Layzell
Executive Vice President for Finance and Administration/CFO

Subject: Semi-Annual FY 2018-2019 Financial Report

The first semi-annual financial report for FY 2018-19 shows that LSU is on track to complete the fiscal year within its approved operating budget.

The staff and I will be happy to answer any questions concerning the data in the report.

Appendix A
Semi-Annual Revenues and Expenditures Executive Summary

Unrestricted Operations		Actual Amount for each semi-annual period in 2018-2019		
		Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter
Revenues				
General Fund	115,801,563	67,550,910		67,550,910
Statutory Dedications	13,083,936	3,229,967		3,229,967
Interim Emergency Board	0	0		0
Interagency Transfers	7,472,774	3,744,728		3,744,728
Interagency Transfers - Federal Stimulus	0	0		0
Self Generated Revenues	413,816,716	371,205,621		371,205,621
Federal Funds	0	0		0
Total Revenues	550,174,989	445,731,227	0	445,731,227
Expenditures by Object:				
Salaries		126,337,439		126,337,439
Other Compensation		16,555,497		16,555,497
Related Benefits		55,909,560		55,909,560
Personal Services		198,802,495	0	198,802,495
Travel		1,668,014		1,668,014
Operating Services		16,919,459		16,919,459
Supplies		9,699,017		9,699,017
Operating Expenses		28,286,490	0	28,286,490
Professional Services		2,796,838		2,796,838
Other Charges		78,691,794		78,691,794
Debt Services		0	0	0
Interagency Transfers		238,677	0	238,677
Other Charges		81,727,309	0	81,727,309
General Acquisitions		3,171,098		3,171,098
Library Acquisitions		160,289		160,289
Major Repairs		0	0	0
Acquisitions and Major Repairs		3,331,387	0	3,331,387
Total Expenditures		312,147,682	0	312,147,682
Expenditures by Function:				
Instruction		104,346,123		104,346,123
Research		30,301,335		30,301,335
Public Service		2,584,690		2,584,690
Academic Support (Includes Library)		38,949,031		38,949,031
Academic Expenditures		176,181,179	0	176,181,179
Student Services		9,428,327		9,428,327
Institutional Support		17,227,713		17,227,713
Scholarships/Fellowships		77,185,808		77,185,808
Plant Operations/Maintenance		31,225,922		31,225,922
Hospital		0	0	0
Transfers out of agency		898,733		898,733
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		135,966,503	0	135,966,503
Total Expenditures		312,147,682	0	312,147,682

**LSU A&M
Restricted Operations**

Semi-Annual Revenues and Expenditures Executive Summary

	Beginning Acct/Fund Balance	1st & 2nd Quarter Fund Balance	3rd & 4th Quarter Fund Balance
State Appropriations	0	0	0
Restricted Fees	22,201,293	36,191,290	36,191,290
Sales and Services of Educational Activities	14,606,477	15,856,952	15,856,952
Auxiliaries	37,578,838	75,361,652	75,361,652
Endowment Income	21,517,315	21,205,331	21,205,331
Grants and Contracts	659,110	15,622,133	15,622,133
Indirect Cost Recovered	41,214,556	34,368,983	34,368,983
Gifts	9,200,707	7,743,017	7,743,017
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	28,615,815	29,069,824	29,069,824
TOTAL	175,594,112	235,419,182	235,419,182

Overview and Analysis of Campus Operations

The self-generated revenues for the first and second quarter include tuition and fees collected for the summer, fall, and a portion of the spring term.

Semi -Annual Overview of Restricted Operations

Campus: *Louisiana State University A&M*

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2018-2019						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
Revenues							
Restricted State Appropriations	0	0	0	0	0		0
Restricted Fees	22,201,293	30,070,304	16,080,308	36,191,290			36,191,290
Sales & Svcs of Educ. Activ's	14,606,477	9,884,303	8,633,828	15,856,952			15,856,952
Auxiliaries (List)							0
1 - Athletic Department	1,754,160	61,620,838	67,818,763	(4,443,765)			(4,443,765)
2 - Golf Course	906,890	397,640	368,628	935,902			935,902
3 - Residential Life	7,717,882	45,993,052	18,038,828	35,672,105			35,672,105
4 - Lab School Cafeteria	425,280	423,009	259,210	589,079			589,079
5 - Copier Mgmt & Mailing Services	5,907,848	1,021,595	447,907	6,481,536			6,481,536
6 - University Stores	378,758	2,539,473	2,556,534	361,697			361,697
7 - Parking, Traffic & Transportation	5,561,288	8,911,925	4,193,823	10,279,391			10,279,391
8 - Student Health	1,622,958	8,781,686	4,453,211	5,951,433			5,951,433
9 - Student Media	765,077	933,756	474,805	1,224,029			1,224,029
10 - Auxiliary Services	4,569,601	1,999,488	892,301	5,676,788			5,676,788
11 - Union	7,969,096	7,526,531	2,862,170	12,633,457			12,633,457
12							
13							
14							
15							
Endowment Income	21,517,315	1,673,112	1,985,096	21,205,331			21,205,331
Grants and Contracts							
Federal	(625,694)	52,468,951	50,267,404	1,575,853			1,575,853
State and Local	262,970	22,301,825	15,687,883	6,876,913			6,876,913
Private	1,021,834	16,982,276	10,834,742	7,169,367			7,169,367
Indirect Cost Recovered	41,214,556	4,191,768	11,037,340	34,368,983			34,368,983
Gifts	9,200,707	10,567,718	12,025,408	7,743,017			7,743,017
Federal Funds		0		0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0		0	0		0
Physician Practice Plans		0		0	0		0
Medicare		0		0	0		0
Medicaid		0		0	0		0
Uncompensated Care Costs		0		0	0		0
Sponsored Grants and Contracts		0		0	0		0
Sales and Services Other		0		0	0		0
All Other Sources	28,615,815	3,604,987	3,150,978	29,069,824			29,069,824
TOTAL	175,594,112	291,894,239	232,069,168	235,419,182	0	0	235,419,182

Report on Restricted Operations

Federal Grants: The University must incur the expenses and seek reimbursement. Revenue is recognized after the expenses are incurred.

State Grants: Board of Regents grants provide a large part of the funding in advance, which provides positive cash flow for state projects.

Indirect Cost Recovered: The fund balance is comprised of funds that are earmarked to be used as start-up funds for new faculty members, matching funds for grants, high cost maintenance expenses for research equipment or lab renovations, and other unexpected costs. The start up costs can range from \$100,000 for a researcher in Humanities and Social Sciences to \$500,000 for researchers in Engineering to amounts in excess of \$3 million for an internationally renowned researcher in the College of Science.



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118 Knapp Hall
110 LSU Union Square
Baton Rouge, LA 70803-0106
(225) 578-4020
FAX: (225) 578-3629

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

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

Date: January 17, 2019

To: F. King Alexander, President and Chancellor
LSU System

From: William Richardson, Vice President for Agriculture
LSU Agricultural Center

RE: Second Quarter Budget Report for FY 2018-2019

FY2018-2019 was a stable budget year for the AgCenter in terms of appropriations. Base funding was not reduced July 1, 2018, and there were no mid-year reductions. There was a reduction in statutory dedications, however. In FY2016-17, the AgCenter minimized spending in an effort to realign expenditures with available funds. This was largely successful in the short-term and the AgCenter started FY17-18 on a positive note. However, a critical need was and continues to be salary increases, which were given at the beginning of FY17-18 and FY18-19. That issue along with other normal budget pressures, has created a budget shortfall that we are working to address internally through spending reductions and attrition. There is a hold on hiring for most vacant positions and we are again studying various units, disciplines, staffing structures, and revenue mechanisms to achieve additional savings.

After minimizing spending in FY16-17, by July 1, 2017 there were critical positions the AgCenter could no longer hold off on filling. These were almost entirely faculty level positions essential to the overall research and extension programs and having major impact on teaching needs of the LSU A&M College of Agriculture. Most of these hires were completed by July 1, 2018, but a few are extending into this year. Additionally, the staffing structure in one major area was revised to better meet clientele needs. Because of that and other adjustments, numerous employees had duty changes which required salary adjustments. These actions were essential to having the proper staffing to meet the AgCenter's core mission, but were an additional permanent cost. Collectively, these actions created budget pressure. Thus, the challenge of insufficient resources to meet programmatic/clientele demand continues.

As noted in previous reports, well over 500 positions have been eliminated since 2008; multiple research stations closed; departments merged; 124 positions lost in three retirement incentive programs offered; and many programs downsized, re-missioned or eliminated. It is extremely difficult to meet the normal demands of the agricultural industry, much less emerging issues, new threats, and forward-looking research to ensure the industry is well-positioned many years into the future.

As always, we note that because the AgCenter is a nonstudent campus, increases in tuition and student fees are not available as a revenue source to offset reductions to state general

Dr. F. King Alexander
January 17, 2019
Page Two

fund dollars or other reductions to funding. The GRAD Act did not provide relief for the AgCenter and other specialized campuses in terms of funding.

As noted above and explained in previous budget reports, critical faculty hiring has occurred over the last two years to meet core functions. An increasing challenge associated with new faculty hires is the requirement for start-up packages. This recruiting requirement has created a further burden that continues to strain the AgCenter's budget.

The AgCenter continues to identify ways of streamlining costs and more effectively utilizing resources. A revised staffing plan for agricultural agents throughout the state has been implemented. This involved re-design of staffing for program delivery with the objective of having fewer agents, but making them more specialized. To address the impact to our youth development initiatives, the 4-H program has implemented a strategic planning process that includes a detailed review of event-specific expenses. Many departments continued to re-configure course offerings due to the loss of faculty. Several research stations continue to be downsized and streamlined primarily through attrition.

As is obvious from this report and prior reports, the AgCenter must have additional financial resources as we move forward. Clearly, an institution that does not have tuition and fee generating capability to generate new dollars cannot continue to meet increasing costs, infrastructure needs, or maintain salaries.

The LSU AgCenter continues to make every effort to utilize resources effectively, maintain adequate investments into its most critical programs while remaining true to the core mission of improving the lives of Louisiana citizens and providing the most it can for every dollar invested in the AgCenter. For the reasons outlined in this correspondence, it is critical that the AgCenter receive an increase in the base state funding. Your continued support is valued and appreciated.

Sincerely,

William B. Richardson LP/AC

William B. Richardson
Vice President for Agriculture
and Dean of the College of Agriculture

xc: Ms. Ann Coulon
Mr. Jim Buras

Appendix A
Semi-Annual Revenues and Expenditures Executive Summary

Unrestricted Operations		Actual Amount for each semi-annual period in 2018-2019		
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
Revenues				
General Fund	67,696,729	39,489,758	0	39,489,758
Statutory Dedications	4,210,579	1,568,194	0	1,568,194
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	6,807,967	1,346,732	0	1,346,732
Federal Funds	13,018,275	2,421,999	0	2,421,999
Total Revenues	91,733,550	44,826,683	0	44,826,683
Expenditures by Object:				
Salaries		23,018,637	0	23,018,637
Other Compensation		1,291,973	0	1,291,973
Related Benefits		14,498,525	0	14,498,525
Personal Services		38,809,135	0	38,809,135
Travel		641,658	0	641,658
Operating Services		3,214,711	0	3,214,711
Supplies		1,609,515	0	1,609,515
Operating Expenses		5,465,884	0	5,465,884
Professional Services		389,880	0	389,880
Other Charges		165,622	0	165,622
Debt Services		0	0	0
Interagency Transfers		263,850	0	263,850
Other Charges		819,352	0	819,352
General Acquisitions		0	0	0
Library Acquisitions		0	0	0
Major Repairs		0	0	0
Acquisitions and Major Repairs		0	0	0
Total Expenditures		45,094,371	0	45,094,371
Expenditures by Function:				
Instruction		263,199	0	263,199
Research		13,237,292	0	13,237,292
Public Service		10,475,211	0	10,475,211
Academic Support (Includes Library)		1,292,694	0	1,292,694
Academic Expenditures		25,268,397	0	25,268,397
Student Services		0	0	0
Institutional Support		17,781,944	0	17,781,944
Scholarships/Fellowships		(134)	0	(134)
Plant Operations/Maintenance		2,044,144	0	2,044,144
Hospital		0	0	0
Transfers out of agency		0	0	0
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		19,825,954	0	19,825,954
Total Expenditures		45,094,351	0	45,094,351

	Beginning Acct/Fund Balance	1st & 2nd Quarter Fund Balance	3rd & 4th Quarter Fund Balance
State Appropriations	0	0	0
Restricted Fees	0	(1,415)	(1,415)
Sales and Services of Educational Activities	2,770,248	2,715,442	2,715,442
Auxiliaries	0	0	0
Endowment Income	699,130	184,601	184,601
Grants and Contracts	3,964,895	8,628,237	8,628,237
Indirect Cost Recovered	137,770	135,750	135,750
Gifts	5,028,579	4,810,852	4,810,852
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	10,164,996	11,881,971	11,881,971
TOTAL	22,765,618	28,355,439	28,355,439

Overview and Analysis of Campus Operations

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Semi -Annual Overview of Restricted Operations

Campus: LSU Agricultural Center

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2018-2019						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
Revenues							
Restricted State Appropriations		0		0	0		0
Restricted Fees	0	0	1,415	(1,415)	0		(1,415)
Sales & Svcs of Educ. Activ's	2,770,248	1,027,352	1,082,157	2,715,442	0		2,715,442
Auxiliaries (List)							0
1		0		0	0		0
2		0		0	0		0
3		0		0	0		0
4		0		0	0		0
5		0		0	0		0
6		0		0	0		0
7		0		0	0		0
8		0		0	0		0
9		0		0	0		0
10		0		0	0		0
11		0		0	0		0
12		0		0	0		0
13		0		0	0		0
14		0		0	0		0
15		0		0	0		0
Endowment Income	699,130	(446,338)	68,191	184,601	0		184,601
Grants and Contracts							
Federal	(26,581)	3,113,166	3,028,991	57,595	0		57,595
State and Local	2,570,761	9,723,673	7,677,789	4,616,645	0		4,616,645
Private	1,420,715	5,060,300	2,527,018	3,953,997	0		3,953,997
Indirect Cost Recovered	137,770	0	2,020	135,750	0		135,750
Gifts	5,028,579	1,283,472	1,501,199	4,810,852	0		4,810,852
Federal Funds		0		0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0		0	0		0
Physician Practice Plans		0		0	0		0
Medicare		0		0	0		0
Medicaid		0		0	0		0
Uncompensated Care Costs		0		0	0		0
Sponsored Grants and Contracts		0		0	0		0
Sales and Services Other		0		0	0		0
All Other Sources	10,164,996	8,122,046	6,405,072	11,881,971	0		11,881,971
TOTAL	22,765,618	27,883,673	22,293,852	28,355,439	0	0	28,355,439

Report on Restricted Operations



Semi-Annual Budget Summary Narrative

For the Period Ending December 31, 2018

Revenues

Unrestricted Revenues were received as anticipated. Restricted revenues in the form of gifts, grants and contracts are also at expected levels. All other collections are within expected levels.

The Pennington Biomedical Research Center Stores Auxiliary revenues were as anticipated for the first half of the fiscal year. Revenues were collected as expected. We continue to closely monitor the stores operations to ensure operations remain viable.

Expenditures

Unrestricted expenditures are at anticipated levels. Restricted funds expenditures are within expected parameters. There are no unexpected or material variances in relation to the budget. Overall, expenditure budgets are in line with expected expenditures for the fiscal year.

John P. Kirwan, Ph.D.
Executive Director

Unrestricted Operations		Actual Amount for each semi-annual period in 2018-2019		
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
Revenues				
General Fund	16,182,659	9,439,885	0	9,439,885
Statutory Dedications	93,864	35,105	0	35,105
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	845,561	127,024	0	127,024
Federal Funds	0	0	0	0
Total Revenues	17,122,084	9,602,014	0	9,602,014
Expenditures by Object:				
Salaries		6,123,058	0	6,123,058
Other Compensation		59,783	0	59,783
Related Benefits		2,690,444	0	2,690,444
Personal Services		8,873,285	0	8,873,285
Travel		16,719	0	16,719
Operating Services		(599,884)	0	(599,884)
Supplies		567,073	0	567,073
Operating Expenses		(16,092)	0	(16,092)
Professional Services		18,161	0	18,161
Other Charges		5,715	0	5,715
Debt Services			0	0
Interagency Transfers			0	0
Other Charges		23,876	0	23,876
General Acquisitions		0	0	0
Library Acquisitions		0	0	0
Major Repairs		20,574	0	20,574
Acquisitions and Major Repairs		20,574	0	20,574
Total Expenditures		8,901,643	0	8,901,643
Expenditures by Function:				
Instruction		0	0	0
Research		0	0	0
Public Service		0	0	0
Academic Support (Includes Library)		0	0	0
Academic Expenditures		0	0	0
Student Services		0	0	0
Institutional Support		0	0	0
Scholarships/Fellowships		0	0	0
Plant Operations/Maintenance		0	0	0
Hospital		0	0	0
Transfers out of agency		0	0	0
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		0	0	0
Total Expenditures		0	0	0

	Beginning Acct/Fund Balance	1st & 2nd Quarter Fund Balance	3rd & 4th Quarter Fund Balance
State Appropriations	0	0	0
Restricted Fees	0	0	0
Sales and Services of Educational Activities	236,452	178,937	178,937
Auxiliaries	73,680	24,176	24,176
Endowment Income	0	0	0
Grants and Contracts	2,092,261	3,415,842	3,415,842
Indirect Cost Recovered	2,930,241	1,771,784	1,771,784
Gifts	592,556	980,221	980,221
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	1,438,527	1,618,537	1,618,537
TOTAL	7,363,716	7,989,498	7,989,498

Overview and Analysis of Campus Operations

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Semi -Annual Overview of Restricted Operations

Campus: Pennington Biomedical Research Center

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2018-2019						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
Revenues							
Restricted State Appropriations		0		0	0		0
Restricted Fees		0		0	0		0
Sales & Svcs of Educ. Activ's	236,452	86,244	143,758	178,937	0		178,937
Auxiliaries (List)							0
Pennington Stores	73,680	691,653	741,157	24,176	0		24,176
2		0		0	0		0
3		0		0	0		0
4		0		0	0		0
5		0		0	0		0
6		0		0	0		0
7		0		0	0		0
8		0		0	0		0
9		0		0	0		0
10		0		0	0		0
11		0		0	0		0
12		0		0	0		0
13		0		0	0		0
14		0		0	0		0
15		0		0	0		0
Endowment Income		0		0	0		0
Grants and Contracts							
Federal	710	8,892,006	8,444,208	448,508	0		448,508
State and Local	659,159	1,088,794	733,524	1,014,429	0		1,014,429
Private	1,432,392	4,812,877	4,292,364	1,952,905	0		1,952,905
Indirect Cost Recovered	2,930,241	3,272,619	4,431,076	1,771,784	0		1,771,784
Gifts	592,556	1,114,675	727,009	980,221	0		980,221
Federal Funds		0		0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0		0	0		0
Physician Practice Plans		0		0	0		0
Medicare		0		0	0		0
Medicaid		0		0	0		0
Uncompensated Care Costs		0		0	0		0
Sponsored Grants and Contracts		0		0	0		0
Sales and Services Other		0		0	0		0
All Other Sources	1,438,527	310,074	130,064	1,618,537	0		1,618,537
TOTAL	7,363,716	20,268,941	19,643,159	7,989,498	0	0	7,989,498

Report on Restricted Operations

Louisiana State University of Alexandria
Semi-Annual Financial Report Narrative

Overview and Analysis of Campus Operations:

Campus operations are continuing as expected. The unrestricted and restricted operating budgets were budgeted at steady-state enrollment. Continuing student enrollment increased 3.75% over Fall 2017. Additionally, the University is reporting one of its largest ever freshmen classes with 464 students. Online program enrollment has increased 19.6% over Fall 2017. The University has made student retention one of its main priorities and we are excited to see substantial growth in these areas. However, total student enrollment has decreased slightly. Revenue and Expenditures continue to be closely monitored to ensure balancing at end year.

Report on Restricted Operations:

Restricted operations are as anticipated. The significant increase in Restricted Fees is due the movement of course fees from unrestricted to restricted funds. This allows for better monitoring of revenue and expenses to ensure proper spending. Continued monitoring of Athletics and Child Care Center has proven effective to decrease the deficits. Museum and Grants & Contracts historically run in a deficit due to the timing of the revenue posted.

**Appendix A
Semi-Annual Revenues and Expenditures Executive Summary**

Unrestricted Operations		Actual Amount for each semi-annual period in 2018-2019		
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
Revenues				
General Fund	4,962,613	2,894,857	0	2,894,857
Statutory Dedications	267,407	100,010	0	100,010
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	16,391,127	15,404,741	0	15,404,741
Federal Funds	0	0	0	0
Total Revenues	21,621,147	18,399,608	0	18,399,608
Expenditures by Object:				
Salaries		5,223,860	0	5,223,860
Other Compensation		175,628	0	175,628
Related Benefits		2,466,942	0	2,466,942
Personal Services		7,866,429	0	7,866,429
Travel		64,470	0	64,470
Operating Services		1,329,817	0	1,329,817
Supplies		353,205	0	353,205
Operating Expenses		1,747,492	0	1,747,492
Professional Services		1,535,541	0	1,535,541
Other Charges		821,252	0	821,252
Debt Services		0	0	0
Interagency Transfers		0	0	0
Other Charges		2,356,794	0	2,356,794
General Acquisitions		27,221	0	27,221
Library Acquisitions		3,433	0	3,433
Major Repairs		0	0	0
Acquisitions and Major Repairs		30,654	0	30,654
Total Expenditures		12,001,369	0	12,001,369
Expenditures by Function:				
Instruction		4,759,807	0	4,759,807
Research		0	0	0
Public Service		0	0	0
Academic Support (Includes Library)		624,084	0	624,084
Academic Expenditures		5,383,891	0	5,383,891
Student Services		599,625	0	599,625
Institutional Support		3,811,841	0	3,811,841
Scholarships/Fellowships		831,269	0	831,269
Plant Operations/Maintenance		1,374,742	0	1,374,742
Hospital		0	0	0
Transfers out of agency		0	0	0
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		6,617,477	0	6,617,477
Total Expenditures		12,001,369	0	12,001,369

	Beginning Acct/Fund Balance	1st & 2nd Quarter Fund Balance	3rd & 4th Quarter Fund Balance
State Appropriations	0	0	0
Restricted Fees	1,646,307	2,675,406	2,675,406
Sales and Services of Educational Activities	359,511	387,016	387,016
Auxiliaries	1,655,018	2,214,930	2,214,930
Endowment Income	663,197	659,468	659,468
Grants and Contracts	78,516	39,075	39,075
Indirect Cost Recovered	14,876	14,369	14,369
Gifts	81,804	168,024	168,024
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	163,817	85,076	85,076
TOTAL	4,663,047	6,243,363	6,243,363

Overview and Analysis of Campus Operations

Campus operations are continuing as expected. The unrestricted and restricted operating budgets were budgeted at steady-state enrollment. Continuing student enrollment increased 3.75% over Fall 2017. Additionally, the University is reporting one of its largest ever freshmen classes with 464 students. Online program enrollment has increased 19.6% over Fall 2017. The University has made student retention one of its main priorities and we are excited to see substantial growth in these areas. However, total student enrollment has decreased slightly. Revenue and Expenditures continue to be closely monitored to ensure balancing at end year.

Semi -Annual Overview of Restricted Operations

Campus: LSU of Alexandria

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2018-2019						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
Revenues							
Restricted State Appropriations		0		0	0		0
Restricted Fees	1,646,307	1,406,451	377,353	2,675,406	0		2,675,406
Sales & Svcs of Educ. Activ's	359,511	59,765	32,261	387,016	0		387,016
Auxiliaries (List)							0
1 - Athletic Department	(804,489)	805,842	575,235	(573,882)	0		(573,882)
2 - Bookstore	1,085,988	58,363	(2,821)	1,147,172	0		1,147,172
3 - Child Care Center	(37,038)	90,107	85,977	(32,908)	0		(32,908)
4 - Campus Housing	26,162	51,399	57,649	19,913	0		19,913
5 - Campus Card Operations	9,036	0	2,640	6,396	0		6,396
6 - Duplications & Copy	130,810	53,838	65,169	119,479	0		119,479
7 - Golf Course	39,876	21,515	45,657	15,734	0		15,734
8 - Museum	68,766	75,000	179,954	(36,188)	0		(36,188)
9 - Newspaper	12,347	3,494		15,841	0		15,841
10 - Parking, Street & Safety	541,142	155,936	4,410	692,668	0		692,668
11 - Union	513,752	394,221	135,897	772,076	0		772,076
12 - Yearbook	68,666	(36)		68,630	0		68,630
13		0		0	0		0
14		0		0	0		0
15		0		0	0		0
Endowment Income	663,197	11,071	14,800	659,468	0		659,468
Grants and Contracts							
Federal	(1,379)	3,256,727	3,256,584	(1,237)	0		(1,237)
State and Local	66,394	50,197	126,671	(10,080)	0		(10,080)
Private	13,501	72,181	35,290	50,392	0		50,392
Indirect Cost Recovered	14,876	(507)		14,369	0		14,369
Gifts	81,804	221,111	134,891	168,024	0		168,024
Federal Funds		0		0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0		0	0		0
Physician Practice Plans		0		0	0		0
Medicare		0		0	0		0
Medicaid		0		0	0		0
Uncompensated Care Costs		0		0	0		0
Sponsored Grants and Contracts		0		0	0		0
Sales and Services Other		0		0	0		0
All Other Sources	163,817	(78,741)		85,076	0		85,076
TOTAL	4,663,047	6,707,933	5,127,616	6,243,363	0	0	6,243,363

Report on Restricted Operations

Restricted operations are as anticipated. The significant increase in Restricted Fees is due to the movement of course fees from unrestricted to restricted funds. This allows for better monitoring of revenue and expenses to ensure proper spending. Continued monitoring of Athletics and Child Care Center has proven effective to decrease the deficits. Museum and Grants & Contracts historically run in a deficit due to the timing of the revenue posted.



Semi-Annual Report Narrative FY 2018-2019

Overview and Analysis of Campus Operations:

LSU Eunice's unrestricted budget for FY 2018-19 is \$14,300,079 and represents an increase from the 2017-18 budget due to enrollment and fee increases. LSUE serves a student population of 3,232 and relies on self-generated revenue (65%) and state of Louisiana appropriations (35%) to operate. As compared to the 2017-18 fiscal year, LSUE realized a 6.2% increase in headcount in the fall of 2018. As of December 31, 2018, LSUE's self-generated revenue is \$9,783,559, and it is an increase of 13.3% over the previous year.

LSUE continues to implement efficiency and cost-saving initiatives that further share resources with LSU A&M. During the 2018-19 academic year, LSUE has completed the following projects through external grants, the reallocation of current funds and/or the sharing of LSU A&M resources:

- Established a partnership and opened a facility with Lafayette General Health System to locate and offer an AAS program in Nursing and a Certificate program in Surgical Technology.
- Accepted the first cohort of students into the new AAS program in Diagnostic Medical Sonography.
- Expanded partnerships with area K-12 schools offering dual credit.
- Participated in the development of LSU On-Line.
- Created a shared position with LSU A&M for Human Resources.
- Added Men's Soccer, Basketball and Women's Soccer.
- Finished the construction of a new soccer competition and practice fields.

Report on Restricted Operations:

Auxiliary operations include athletics, bookstore, student media and student union. Bookstore operations and revenue remain strong providing additional funding for campus improvement projects. Restricted operations balance for the period ending December 31, 2018 are \$1,878,713. This represents a decrease of 27.4%. LSUE's mission is to provide a quality education, student life experiences, and community service opportunities to educate the whole student, and its student life programs remain a vital part of the overall LSUE experience.

Appendix A
Semi-Annual Revenues and Expenditures Executive Summary

Unrestricted Operations		Actual Amount for each semi-annual period in 2018-2019		
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
Revenues				
General Fund	4,722,805	2,754,969	0	2,754,969
Statutory Dedications	248,891	93,085	0	93,085
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	9,328,383	9,783,559	0	9,783,559
Federal Funds	0	0	0	0
Total Revenues	14,300,079	12,631,614	0	12,631,614
Expenditures by Object:				
Salaries		3,898,543	0	3,898,543
Other Compensation		76,927	0	76,927
Related Benefits		1,875,275	0	1,875,275
Personal Services		5,850,744	0	5,850,744
Travel		39,054	0	39,054
Operating Services		941,784	0	941,784
Supplies		406,841	0	406,841
Operating Expenses		1,387,680	0	1,387,680
Professional Services		43,568	0	43,568
Other Charges		648,074	0	648,074
Debt Services		0	0	0
Interagency Transfers		0	0	0
Other Charges		691,642	0	691,642
General Acquisitions		24,360	0	24,360
Library Acquisitions		0	0	0
Major Repairs		0	0	0
Acquisitions and Major Repairs		24,360	0	24,360
Total Expenditures		7,954,426	0	7,954,426
Expenditures by Function:				
Instruction		3,651,826	0	3,651,826
Research		0	0	0
Public Service		0	0	0
Academic Support (Includes Library)		302,638	0	302,638
Academic Expenditures		3,954,464	0	3,954,464
Student Services		618,430	0	618,430
Institutional Support		1,483,074	0	1,483,074
Scholarships/Fellowships		636,949	0	636,949
Plant Operations/Maintenance		1,261,509	0	1,261,509
Hospital		0	0	0
Transfers out of agency		0	0	0
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		3,999,961	0	3,999,961
Total Expenditures		7,954,426	0	7,954,426

	Beginning Acct/Fund Balance	1st & 2nd Quarter Fund Balance	3rd & 4th Quarter Fund Balance
State Appropriations	0	0	0
Restricted Fees	338,618	751,835	751,835
Sales and Services of Educational Activities	0	(4,482)	(4,482)
Auxiliaries	198,345	848,659	848,659
Endowment Income	109,550	109,235	109,235
Grants and Contracts	99,059	166,447	166,447
Indirect Cost Recovered	0	0	0
Gifts	(5,681)	(27,970)	(27,970)
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	28,088	34,988	34,988
TOTAL	767,979	1,878,713	1,878,713

Overview and Analysis of Campus Operations

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Semi -Annual Overview of Restricted Operations

Campus: LSU Eunice

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2018-2019						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
Revenues							
Restricted State Appropriations		0		0	0		0
Restricted Fees	338,618	848,160	434,944	751,835	0		751,835
Sales & Svcs of Educ. Activ's		430	4,912	(4,482)	0		(4,482)
Auxiliaries (List)							0
1 Bookstore	491,412	841,068	766,981	565,498	0		565,498
2 Union	252,653	183,247	34,760	401,140	0		401,140
3 Athletics	(607,422)	903,483	480,265	(184,203)	0		(184,203)
4 Media	61,702	7,833	3,312	66,224	0		66,224
5		0		0	0		0
6		0		0	0		0
7		0		0	0		0
8		0		0	0		0
9		0		0	0		0
10		0		0	0		0
11		0		0	0		0
12		0		0	0		0
13		0		0	0		0
14		0		0	0		0
15		0		0	0		0
Endowment Income	109,550	4,110	4,425	109,235	0		109,235
Grants and Contracts							
Federal	(2,118)	3,063,528	3,061,328	82	0		82
State and Local	1,937	343,602	234,091	111,447	0		111,447
Private	99,240	1,000	45,322	54,918	0		54,918
Indirect Cost Recovered		0		0	0		0
Gifts	(5,681)	134,690	156,979	(27,970)	0		(27,970)
Federal Funds		0		0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0		0	0		0
Physician Practice Plans		0		0	0		0
Medicare		0		0	0		0
Medicaid		0		0	0		0
Uncompensated Care Costs		0		0	0		0
Sponsored Grants and Contracts		0		0	0		0
Sales and Services Other		0		0	0		0
All Other Sources	28,088	6,900		34,988	0		34,988
TOTAL	767,979	6,338,052	5,227,318	1,878,713	0	0	1,878,713

Report on Restricted Operations



SHREVEPORT

Office of Business Affairs
318.797.5278 Phone
318.798.4141 Fax

One University Place
Shreveport, LA 71115-2399

January 16, 2019

Dr. F. King Alexander
President
Louisiana State University
3810 West Lakeshore Drive
Baton Rouge, La 70808

Subject: Fiscal Year 2018-19
For Period Ended December 31, 2018

Dear Dr. Alexander:

We are pleased to share that LSUS continues to have record enrollment. Total enrollment for Fall 2018 was slightly over 7,000. Once again, LSUS has generated a significant revenue increase over anticipated self-generated budget revenue.

LSUS has strategically utilized these additional one time monies to accomplish upgrades across campus to address declining classrooms, technology, and student common areas. Professional development and research dollars for faculty and staff were identified for Fall 2018 and presented through committee to well-deserving faculty and staff. One projects near completion, the Veterans Student Resource Center, will open January 25th. The new Barnes & Noble at LSUS opened in November and has been well received by students. We are working with LSU A&M procurement to move forward with the Collaboratory in our Technology Building. Many other campus wide initiatives were undertaken to improve the overall efficiency and look of the campus. Although smaller initiatives, they were appreciated by faculty and staff alike.

In addition to utilizing the additional monies earned for projects, LSUS had to hire additional faculty to handle the significant growth of the MBA program. These hires were tactically thought about in relation to the growth of the program and the stability of that growth. Not only did LSUS intentionally hire as it relates to growth, but, factors related to AACSB accreditation were considered. LSUS administration chose not to give faculty, professionals, and unclassified staff pay raises only because there are concerns over whether the Board of Regents will pull state funding for out-of-state on-line students. Administration did not want to lock in fixed costs with the uncertainty of what BOR will do, as well as the need to be cautious over the continued growth of our on-line student population. LSUS was able to hire the Dean for the College of Arts and Sciences who is beginning to make a positive impact.

We continue to work with Ruffalo Noel Levitz to provide a comprehensive enrollment management plan to combat the challenges in growing our undergraduate, on-campus enrollment.

LSUS also continues to work with Patrick Martin from LSU Real Estate Foundation to resolve the student housing situation at LSUS. Unfortunately, resolution is taking much longer than we would like.

Appreciation is extended to dedicated faculty and staff who made it possible to service the increased enrollment. In addition, we value the relationships that we continue to form with the various LSU campuses and the collaboration we have experienced.

Sincerely,

Barbie Cannon
Vice Chancellor for Business Affairs

Unrestricted Operations		Actual Amount for each semi-annual period in 2018-2019		
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
Revenues				
General Fund	8,060,119	4,701,737	0	4,701,737
Statutory Dedications	629,390	235,392	0	235,392
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	32,994,397	29,189,162	0	29,189,162
Federal Funds	0	0	0	0
Total Revenues	41,683,906	34,126,291	0	34,126,291
Expenditures by Object:				
Salaries		8,552,068	0	8,552,068
Other Compensation		221,695	0	221,695
Related Benefits		4,145,183	0	4,145,183
Personal Services		12,918,946	0	12,918,946
Travel		75,488	0	75,488
Operating Services		1,995,357	0	1,995,357
Supplies		486,838	0	486,838
Operating Expenses		2,557,683	0	2,557,683
Professional Services		3,649,962	0	3,649,962
Other Charges		83,302	0	83,302
Debt Services		0	0	0
Interagency Transfers		0	0	0
Other Charges		3,733,264	0	3,733,264
General Acquisitions		196,462	0	196,462
Library Acquisitions		0	0	0
Major Repairs		0	0	0
Acquisitions and Major Repairs		196,462	0	196,462
Total Expenditures		19,406,356	0	19,406,356
Expenditures by Function:				
Instruction		8,956,451	0	8,956,451
Research		3,250	0	3,250
Public Service		0	0	0
Academic Support (Includes Library)		1,304,183	0	1,304,183
Academic Expenditures		10,263,883	0	10,263,883
Student Services		1,013,325	0	1,013,325
Institutional Support		6,428,438	0	6,428,438
Scholarships/Fellowships		10,654	0	10,654
Plant Operations/Maintenance		1,690,055	0	1,690,055
Hospital		0	0	0
Transfers out of agency			0	0
Athletics		0	0	0
Other			0	0
Non-Academic Expenditures		9,142,472	0	9,142,472
Total Expenditures		19,406,356	0	19,406,356

	Beginning Acct/Fund Balance	1st & 2nd Quarter Fund Balance	3rd & 4th Quarter Fund Balance
State Appropriations	0	0	0
Restricted Fees	8,433,586	9,612,247	9,612,247
Sales and Services of Educational Activities	106,107	84,429	84,429
Auxiliaries	147,398	742,609	742,609
Endowment Income	0	0	0
Grants and Contracts	(211,298)	1,859,619	1,859,619
Indirect Cost Recovered	385,359	599,580	599,580
Gifts	660,637	563,181	563,181
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	865,023	481,024	481,024
TOTAL	10,386,812	13,942,689	13,942,689

Overview and Analysis of Campus Operations

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Semi -Annual Overview of Restricted Operations

Campus: Louisiana State University - Shreveport

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2018-2019						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
Revenues							
Restricted State Appropriations		0		0	0		0
Restricted Fees	8,433,586	11,150,302	9,971,641	9,612,247	0		9,612,247
Sales & Svcs of Educ. Activ's	106,107	5,775	27,453	84,429	0		84,429
Auxiliaries (List)							0
1 - University Center	(4,941)	295,010	334,403	(44,334)	0		(44,334)
2 - Food service	(58,546)	99,766	119,805	(78,585)	0		(78,585)
3 - Bookstore	(352,402)	224,097	253,286	(381,591)	0		(381,591)
4 - University Court Apts - Leases	9,541	0		9,541	0		9,541
5 - Athletics	553,747	2,443,334	1,759,504	1,237,578	0		1,237,578
6		0		0	0		0
7		0		0	0		0
8		0		0	0		0
9		0		0	0		0
10		0		0	0		0
11		0		0	0		0
12		0		0	0		0
13		0		0	0		0
14		0		0	0		0
15		0		0	0		0
Endowment Income		0		0	0		0
Grants and Contracts							
Federal	(271,621)	2,568,566	1,113,309	1,183,635	0		1,183,635
State and Local	(15,671)	1,269,253	682,545	571,037	0		571,037
Private	75,995	48,313	19,361	104,947	0		104,947
Indirect Cost Recovered	385,359	222,266	8,045	599,580	0		599,580
Gifts	660,637	297,368	394,824	563,181	0		563,181
Federal Funds		0		0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0		0	0		0
Physician Practice Plans		0		0	0		0
Medicare		0		0	0		0
Medicaid		0		0	0		0
Uncompensated Care Costs		0		0	0		0
Sponsored Grants and Contracts		0		0	0		0
Sales and Services Other		0		0	0		0
All Other Sources	865,023	272,021	656,020	481,024	0		481,024
TOTAL	10,386,812	18,896,073	15,340,196	13,942,689	0	0	13,942,689

Report on Restricted Operations



Executive Summary
FY 2018-19 Semi-Annual Report on the Budget
July - December

The Fiscal Year 2018-2019 appropriation for LSU Health Sciences Center in New Orleans is \$140,960,358.

Threats

- Continued increase in employer contributions to health insurance and unfunded actuarial liability portion of retirement costs.
- Inconsistent level of state support for higher education and hospital partnerships.
- Inability to significantly increase revenue from tuition.

Mechanisms for Coping with Threats

- Revenue Generation
 - LSUHSC-NO continues to seek new and/or expanded sources of funding by enhancing relationships with private and not-for-profit health care entities.
 - LSUHSC-NO continues to leverage investments we are making in cardiovascular and genomic research.
- Cost Containment
 - Salary increases, with faculty promotions in rank being the notable exception, were not generally granted for an extended period before this fiscal year.
 - LSUHSC at New Orleans tries to limit new hires to critical needs mainly in the areas of direct patient care and sponsored research, where external funding from grants and contracts are available.
 - Management is evaluating and controlling expenditures for travel, professional services, and acquisitions as much as possible.

Unrestricted Operations

- Revenues
 - General Fund Appropriations: Through December 31, 2018, 50% of the appropriations have been collected.
 - Statutory Dedication Revenue are derived from the SELF fund for past faculty pay plans. 37% of these funds have been collected.

- Self-Generated Revenue: There are three major components to this means of financing: student tuition and fees; sales and services of educational departments (primarily the Dental Student and Resident Clinics); and other sources.
 - Most of the student tuition and fees are front-loaded from tuition and fees collected for the late summer 2018 semester, fall 2018 semester, and for M.D. and D.D.S. students who are assessed tuition and fees on an annual basis.
- Expenditures
 - Spending is on target for the overall mark.
 - Personal Services, which includes salaries, other compensation and related benefits, increased 6% since this time in 2018 mostly due to the increase in related benefits.
 - Operating Expenses, which includes travel, operating services and supplies, decreased 4% with decreases seen in travel and supplies.
 - Other Charges, consisting of professional services, other charges, debt services and interagency transfers, increased by 71% with a substantial increase in Interagency Transfers. However, in last year's report, all of the expenses had not posted at the time of submission and therefore the variance is not a true representation.
 - Acquisitions and Major Repairs decreased by 85% with the majority of the decrease in major repairs compared to the expenditures in the first half of fiscal year 2018.

Restricted Operations

- Private grants and contracts increased by 11% which validates our emphasis on increasing contracts for graduate medical education and clinical care.
- Federal grants and contract revenue is up 47% along with state grants and contract revenue up 7%.
- Historically, there has been a significant lag between expenditures and revenues until the fourth quarter of the fiscal year. This is due to a number of factors:
 - For cost reimbursable grants and contracts, which are the majority of our sponsored project universe, there is a lag of one month between expenditures and revenues. For example, billing for grant and contract revenues in relation to December expenditures are not posted until January. Catch up is not made until the final accounting period of June.
 - As was the case with unrestricted tuition and fees, restricted student fees are front-loaded. It comprises fees collected for the late summer 2018 semester, fall 2018 semester and for M.D. and D.D.S. students who are assessed tuition and fees on an annual basis.
 - During the second half of the year, we will be generating additional sales and services revenue from our dental clinics.
 - Some revenue sources are not posted until later in the fiscal year, such as interest earnings.
- Auxiliaries operations have maintained a positive fund balance overall. We are examining corrective actions to limit losses in the cafeteria and bookstore in the future. Corrective actions to limit losses include implementing a consistent approach to control operating

performance, some cost cutting measures such as reducing inventory costs along with anticipated increases in revenues as a result of selective price increases.

- The report excludes projects we maintain on behalf of the HCSD and FEMA/ORM related activity for project worksheets and contents replacement.

Appendix A
Semi-Annual Revenues and Expenditures Executive Summary

Unrestricted Operations		Actual Amount for each semi-annual period in 2018-2019		
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
Revenues				
General Fund	75,847,984	37,923,991	0	37,923,991
Statutory Dedications	4,116,350	1,539,513	0	1,539,513
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	60,996,024	59,008,159	0	59,008,159
Federal Funds	0	0	0	0
Total Revenues	140,960,358	98,471,663	0	98,471,663
Expenditures by Object:				
Salaries		33,759,290	0	33,759,290
Other Compensation		776,572	0	776,572
Related Benefits		14,120,753	0	14,120,753
Personal Services		48,656,614	0	48,656,614
Travel		104,139	0	104,139
Operating Services		9,629,939	0	9,629,939
Supplies		3,075,147	0	3,075,147
Operating Expenses		12,809,225	0	12,809,225
Professional Services		628,376	0	628,376
Other Charges		3,135,426	0	3,135,426
Debt Services		55,230	0	55,230
Interagency Transfers		8,418,887	0	8,418,887
Other Charges		12,237,919	0	12,237,919
General Acquisitions		200,919	0	200,919
Library Acquisitions		3,158	0	3,158
Major Repairs		234,554	0	234,554
Acquisitions and Major Repairs		438,630	0	438,630
Total Expenditures		74,142,388	0	74,142,388
Expenditures by Function:				
Instruction		30,111,719	0	30,111,719
Research		1,931,174	0	1,931,174
Public Service		307,697	0	307,697
Academic Support (Includes Library)		8,453,129	0	8,453,129
Academic Expenditures		40,803,719	0	40,803,719
Student Services		1,917,738	0	1,917,738
Institutional Support		15,092,673	0	15,092,673
Scholarships/Fellowships		2,135,521	0	2,135,521
Plant Operations/Maintenance		14,262,048	0	14,262,048
Hospital		0	0	0
Transfers out of agency		(69,309)	0	(69,309)
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		33,338,670	0	33,338,670
Total Expenditures		74,142,388	0	74,142,388

	Beginning Acct/Fund Balance	1st & 2nd Quarter Fund Balance	3rd & 4th Quarter Fund Balance
State Appropriations	0	0	0
Restricted Fees	3,571,225	4,544,489	4,544,489
Sales and Services of Educational Activities	(11,752,050)	(14,783,372)	(14,783,372)
Auxiliaries	4,223,203	5,265,433	5,265,433
Endowment Income	1,107,715	581,689	581,689
Grants and Contracts	123,306,308	88,708,934	88,708,934
Indirect Cost Recovered	34,948,905	31,424,073	31,424,073
Gifts	258,523	194,239	194,239
Federal Funds	0	0	0
Hospitals	26,148,515	28,094,962	28,094,962
All Other Sources	3,415,895	3,245,976	3,245,976
TOTAL	185,228,240	147,276,423	147,276,423

Overview and Analysis of Campus Operations

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Semi -Annual Overview of Restricted Operations

Campus: LSU Health Sciences Center - New Orleans

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2018-2019						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
Revenues							
Restricted State Appropriations	0	0		0	0		0
Restricted Fees	3,571,225	1,771,601	798,337	4,544,489	0		4,544,489
Sales & Svcs of Educ. Activ's	(11,752,050)	766,476	3,797,798	(14,783,372)	0		(14,783,372)
Auxiliaries (List)	0						0
1 Bookstore	(1,328,613)	3,347,908	2,918,535	(899,239)	0		(899,239)
2 Cafeteria	(1,447,283)	583,608	783,393	(1,647,068)	0		(1,647,068)
3 Student Housing	1,878,174	1,802,585	1,510,345	2,170,414	0		2,170,414
4 Parking	4,539,771	866,078	665,292	4,740,556	0		4,740,556
5 HSC Stores	581,155	1,040,921	721,305	900,771	0		900,771
6	0	0		0	0		0
7	0	0		0	0		0
8	0	0		0	0		0
9	0	0		0	0		0
10	0	0		0	0		0
11	0	0		0	0		0
12	0	0		0	0		0
13	0	0		0	0		0
14	0	0		0	0		0
15	0	0		0	0		0
Endowment Income	1,107,715	371,446	897,473	581,689	0		581,689
Grants and Contracts							
Federal	(44,075)	15,639,347	18,797,135	(3,201,863)	0		(3,201,863)
State and Local	11,130,493	3,833,317	6,060,683	8,903,127	0		8,903,127
Private	112,219,891	107,559,434	136,771,655	83,007,670	0		83,007,670
Indirect Cost Recovered	34,948,905	8,604,994	12,129,825	31,424,073	0		31,424,073
Gifts	258,523	855,231	919,515	194,239	0		194,239
Federal Funds	0	0		0	0		0
Hospitals							
Hospital - Commercial/Self-Pay	0	0		0	0		0
Physician Practice Plans	26,148,515	3,952,959	2,006,513	28,094,962	0		28,094,962
Medicare	0	0		0	0		0
Medicaid	0	0		0	0		0
Uncompensated Care Costs	0	0		0	0		0
Sponsored Grants and Contracts	0	0		0	0		0
Sales and Services Other	0	0		0	0		0
All Other Sources	3,415,895	249,059	418,979	3,245,976	0		3,245,976
TOTAL	185,228,240	151,244,966	189,196,782	147,276,423	0	0	147,276,423

Report on Restricted Operations

The Account/Fund Balance for the following items were adjusted from FY2018 Q4 report:

From Sales & Services of Education to Restricted Fees - \$6,739

From Physician Practice Plan to Sales & Services of Education - \$472,820

From Indirect Cost Recovered to Physician Practice Plan - \$36

The total remains the same as reported in FY2018 Q4. \$185,228,240

**LSU Health Sciences Center - Shreveport
Bi-Annual Financial Reporting Narrative
FY 2018-2019 as of December 31, 2018**

Appropriation: Unrestricted Revenues and Expenditures

Operating Budget revenue includes state general funds direct, statutory dedications (tobacco tax and self-fund), and self-generated (tuition and fees) funding. The Operating Budget expenditures include costs associated with the operation of three schools (Medicine, Allied Health, and Graduate Studies), as well as legacy costs associated with the transition of three hospitals from state management to public-private partnerships.

The original academic FY 2018-2019 operating budget appropriation of \$86,821,366 includes the following spending authority:

State General Funds Direct	58,202,700
Statutory Dedications	7,209,587
University Fees and Miscellaneous	21,409,079
TOTAL	\$86,821,366

The State General Funds Direct appropriation of \$58,202,700 includes \$18,047,374 dedicated to support the hospitals' (SHV Hospital, EACMC, and HPLMC) legacy costs to include risk management premiums, retiree health and life, and residual HPLMC property maintenance.

Public-Private Hospital Partnerships

The LSU Shreveport Hospital and E.A. Conway Medical Center originally transferred from state to private management effective October 1, 2013. Huey P. Long Medical Center in Pineville discontinued patient care services on June 30, 2014.

Effective October 1, 2018, the management of the LSU Shreveport Hospital and E.A. Conway Medical Center changed from BRFHH to the Ochsner LSU Health System of North Louisiana (OLHS-NL).

In accordance with R.S. 39:366.11, the Board of Supervisors and Joint Legislative Committee on Budget approved the Cooperative Endeavor Agreement (CEA) by and among the State of Louisiana (State), acting by and through the Louisiana Division of Administration (DOA), Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (LSU), and Ochsner LSU Health System of North Louisiana (OLHS-NL), a private Louisiana nonprofit corporation. The CEA and service agreements cover the hospital and clinic facilities in Shreveport and Monroe. The Joint Venture CEA, effective October 1, 2018, for an initial term of ten (10) years, replaces the BRFHH Public-Private Partnership CEA. Also effective October 1, 2018, Ochsner LSU Health System of North Louisiana (OLHS-NL) is the sole member of "Ochsner LSU Physician Group" or "OLPG" which means LSU Health Sciences Center-Shreveport Faculty Group Practice d/b/a Ochsner LSU Physician Group, a Louisiana nonprofit corporation, which operates the clinical practices of HSC-S Physicians and HSC-S Practitioners. OLPG is a nonprofit corporation that, prior to the Commencement Date, operated as the practice plan of the Medical School faculty under a Memorandum of Understanding through which the FGP contracted with HSC-S for clinical and other services of HSC-S Physicians and HSC-S Practitioners.

Appendix A
Semi-Annual Revenues and Expenditures Executive Summary

Unrestricted Operations	Actual Amount for each semi-annual period in 2018-2019			
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
Revenues				
General Fund	58,202,700	29,101,350	0	29,101,350
Statutory Dedications	7,209,587	2,690,359	0	2,690,359
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	21,409,079	20,518,134	0	20,518,134
Federal Funds	0	0	0	0
Total Revenues	86,821,366	52,309,843	0	52,309,843
Expenditures by Object:				
Salaries	26,696,583	11,862,704	0	11,862,704
Other Compensation	987,238	5,480,673	0	5,480,673
Related Benefits	25,171,039	11,461,760	0	11,461,760
Personal Services	52,854,860	28,805,137	0	28,805,137
Travel	153,071	52,013	0	52,013
Operating Services	19,005,870	10,119,910	0	10,119,910
Supplies	1,855,138	273,271	0	273,271
Operating Expenses	21,014,079	10,445,194	0	10,445,194
Professional Services	2,479,444	1,014,505	0	1,014,505
Other Charges	3,215,609	1,629,367	0	1,629,367
Debt Services	0	0	0	0
Interagency Transfers	5,754,689	3,059,969	0	3,059,969
Other Charges	11,449,742	5,703,841	0	5,703,841
General Acquisitions	1,492,685	94,766	0	94,766
Library Acquisitions	10,000	0	0	0
Major Repairs	0	0	0	0
Acquisitions and Major Repairs	1,502,685	94,766	0	94,766
Total Expenditures	86,821,366	45,048,938	0	45,048,938
Expenditures by Function:				
Instruction	16,563,530	12,809,819	0	12,809,819
Research	19,590,917	9,045,082	0	9,045,082
Public Service	1,398,216	552,816	0	552,816
Academic Support (Includes Library)	8,451,410	3,312,762	0	3,312,762
Academic Expenditures	46,004,073	25,720,479	0	25,720,479
Student Services	1,537,422	606,733	0	606,733
Institutional Support	26,946,951	11,727,100	0	11,727,100
Scholarships/Fellowships	2,754,015	1,306,630	0	1,306,630
Plant Operations/Maintenance	4,872,052	3,440,927	0	3,440,927
Hospital	4,691,853	2,247,319	0	2,247,319
Transfers out of agency	0	0	0	0
Athletics	0	0	0	0
Other	15,000	(250)	0	(250)
Non-Academic Expenditures	40,817,293	19,328,459	0	19,328,459
Total Expenditures	86,821,366	45,048,938	0	45,048,938

	Beginning Acct/Fund Balance	1st & 2nd Quarter Fund Balance	3rd & 4th Quarter Fund Balance
State Appropriations	0	0	0
Restricted Fees	1,238,218	1,304,304	0
Sales and Services of Educational Activities	16,421,439	(18,512,299)	0
Auxiliaries	13,201,733	13,607,030	0
Endowment Income	12,534,537	12,817,826	0
Grants and Contracts	78,338,719	85,212,855	0
Indirect Cost Recovered	(1,370,261)	(2,723,288)	0
Gifts	(12,025)	(12,025)	0
Federal Funds	0	0	0
Hospitals	(37,694,229)	(38,151,080)	0
All Other Sources	980,069	993,074	0
TOTAL	83,638,200	54,536,397	0

Overview and Analysis of Campus Operations

In accordance with R.S. 39:366.11, the Board of Supervisors and Joint Legislative Committee on Budget approved the Cooperative Endeavor Agreement (CEA) by and among the State of Louisiana (State), acting by and through the Louisiana Division of Administration (DOA), Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (LSU), and Ochsner LSU Health System of North Louisiana (OLHS-NL), a private Louisiana nonprofit corporation. The CEA and service agreements cover the hospital and clinic facilities in Shreveport and Monroe. The Joint Venture CEA, effective October 1, 2018, for an initial term of ten (10) years, replaces the BRFH Public-Private Partnership CEA. Also effective October 1, 2018, Ochsner LSU Health System of North Louisiana (OLHS-NL) is the sole member of "Ochsner LSU Physician Group" or "OLPG" which means LSU Health Sciences Center-Shreveport Faculty Group Practice d/b/a Ochsner LSU Physician Group, a Louisiana nonprofit corporation operates the clinical practices of HSC-S Physicians and HSC-S Practitioners. OLPG is a nonprofit corporation that, prior to the Commencement Date, operated as the practice plan of the Medical School faculty under a Memorandum of Understanding through which the FGP contracted with HSC-S for clinical and other services of HSC-S Physicians and HSC-S Practitioners.

With the changes indicated above, FY 2018-2019 (as of December 2018) data reflects three months (July, August, September 2018) under the BRFH Public-Private Partnership CEA and three months (October, November, December 2018) under the Joint Venture CEA. With the implementation of the new Joint Venture CEA contracts and agreements, financial processes are currently in review. Therefore, revenue and expenditure transactions/transfers among unrestricted and multiple restricted operations will be completed by fiscal year end.

Semi -Annual Overview of Restricted Operations

Campus: LSUHSC-SHREVEPORT

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2018-2019						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
Revenues							
Restricted State Appropriations	0	0	0	0	0	0	0
Restricted Fees	1,238,218	281,929	215,843	1,304,304	0	0	1,304,304
Sales & Svcs of Educ. Activ's	16,421,439	1,003,541	35,937,279	(18,512,299)	0	0	(18,512,299)
Auxiliaries							0
Bookstores	2,384,091	362,717	390,792	2,356,016	0	0	2,356,016
Cafeterias	3,841,147	38,343	0	3,879,490	0	0	3,879,490
Computer Networking	741,438	71,945	16,939	796,444	0	0	796,444
General Service Store	(594,497)	450,461	404,160	(548,196)	0	0	(548,196)
Gift Shop	23,130	202	0	23,332	0	0	23,332
Linwood Properties	1,021,889	7,600	0	1,029,489	0	0	1,029,489
Microsystems	(241,885)	345,353	295,519	(192,051)	0	0	(192,051)
Parking	(186,154)	176,693	213,594	(223,055)	0	0	(223,055)
Printing	1,107,039	133,244	104,875	1,135,408	0	0	1,135,408
Rental Property	986,663	114,604	15,625	1,085,642	0	0	1,085,642
Student Union	902,105	97,569	4,889	994,785	0	0	994,785
Telecommunications	3,216,767	583,211	530,252	3,269,726	0	0	3,269,726
Endowment Income	12,534,537	1,581,326	1,298,037	12,817,826	0	0	12,817,826
Grants and Contracts							
Federal	(915,734)	5,237,477	7,214,259	(2,892,516)	0	0	(2,892,516)
State and Local	11,266,133	1,790,760	2,251,176	10,805,717	0	0	10,805,717
Private	67,988,320	63,627,858	54,316,524	77,299,654	0	0	77,299,654
Indirect Cost Recovered	(1,370,261)	1,143,483	2,496,510	(2,723,288)	0	0	(2,723,288)
Gifts	(12,025)	0	0	(12,025)	0	0	(12,025)
Federal Funds	0	0	0	0	0	0	0
Hospitals							
Hospital - Commercial/Self-Pay	0	0	0	0	0	0	0
Physician Practice Plans	0	0	0	0	0	0	0
Medicare	0	0	0	0	0	0	0
Medicaid	0	0	0	0	0	0	0
Uncompensated Care Costs	0	0	0	0	0	0	0
Sponsored Grants and Contracts	0	0	0	0	0	0	0
Sales and Services Other - HSC-S	(27,246,303)	47,028	503,879	(27,703,154)	0	0	(27,703,154)
Sales and Services Other - EAC	(6,991,465)	0	0	(6,991,465)	0	0	(6,991,465)
Sales and Services Other - HPL	(3,456,461)	0	0	(3,456,461)	0	0	(3,456,461)
All Other Sources	980,069	37,376	24,371	993,074	0	0	993,074
TOTAL	83,638,200	77,132,720	106,234,523	54,536,397	0	0	54,536,397

Report on Restricted Operations

In accordance with R.S. 39:366.11, the Board of Supervisors and Joint Legislative Committee on Budget approved the Cooperative Endeavor Agreement (CEA) by and among the State of Louisiana (State), acting by and through the Louisiana Division of Administration (DOA), Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (LSU), and Ochsner LSU Health System of North Louisiana (OLHS-NL), a private Louisiana nonprofit corporation. The CEA and service agreements cover the hospital and clinic facilities in Shreveport and Monroe. The Joint Venture CEA, effective October 1, 2018, for an initial term of ten (10) years, replaces the BRFH Public-Private Partnership CEA. Also effective October 1, 2018, Ochsner LSU Health System of North Louisiana (OLHS-NL) is the sole member of "Ochsner LSU Physician Group" or "OLPG" which means LSU Health Sciences Center-Shreveport Faculty Group Practice d/b/a Ochsner LSU Physician Group, a Louisiana nonprofit corporation operates the clinical practices of HSC-S Physicians and HSC-S Practitioners. OLPG is a nonprofit corporation that, prior to the Commencement Date, operated as the practice plan of the Medical School faculty under a Memorandum of Understanding through which the FGP contracted with HSC-S for clinical and other services of HSC-S Physicians and HSC-S Practitioners.

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Ending [December 31, 2018] Fund Balances:

- 1) Sales and Services of Educational Activities fund balance include operational expenditures that will be transferred to Grants & Contracts-Private category which reflects revenue from the hospital partnership agreements
- 2) Hospitals Sales and Services Other net fund balance for the three hospitals is due to the pre and post financial support transactions associated with the stateinitiated hospital transitions.



• BOGALUSA MEDICAL CENTER – INDEPENDENCE
• EARL K. LONG MEDICAL CENTER - BATON ROUGE
• LA LAFAYETTE REGIONAL MEDICAL CENTER - INDEPENDENCE
• LEONARD J. CHABERT MEDICAL CENTER - HOUMA
• MEDICAL CENTER OF LOUISIANA - NEW ORLEANS
• UNIVERSITY MEDICAL CENTER - LAFAYETTE
• W.O. MOSS REGIONAL MEDICAL CENTER - LAKE CHARLES

WWW.LSUHOSPITALS.ORG

TO: Jim Buras
AVP Finance & Administration
LSU System

FROM: Lisa Augustus
Budget
LSU Health Care Services Division

DATE: January 16, 2019

RE: Semi-Annual Budget Report
For Six Months Ending December 31, 2018

We have compiled the Semi-Annual Budget Report for six months ending December 31, 2018 for the LSU Health Care Services Division.

Major developments during this year included:

Actual:

Unrestricted Operations

- In FY19, HCSD was appropriated \$20.3M in general fund to cover legacy costs associated with partnered hospitals. The FY2018 general fund appropriation for legacy operations was \$20.3M.

Restricted Operations -

- Central Office expenses are off budget this fiscal year. Therefore, Central Office expenses and revenues are being reported in restricted operations.
- \$52.3M in lease payment received at end of December 31, 2018 and \$88.7M in lease payment revenue projected to be received at end of June 30, 2019.
- \$11.7M was received from partners for contracted services performed by HCSD ending December 31, 2018 and \$18.9M is projected for end of June 30, 2019.
- \$616K was received in FEMA revenue for period ending December 31, 2018 and \$743K projected at end of June 30, 2019. HCSD has \$743K in FEMA expenses for FY2019

cc:

Dr. Wayne Wilbright
Lanette Buie

Appendix A
Semi-Annual Revenues and Expenditures Executive Summary

Unrestricted Operations		Actual Amount for each semi-annual period in 2018-2019		
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
Revenues				
General Fund	24,427,906	12,213,954	0	12,213,954
Statutory Dedications	0	0	0	0
Interim Emergency Board	0	0	0	0
Interagency Transfers	17,542,527	12,270,720	0	12,270,720
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	15,472,658	8,815,177	0	8,815,177
Federal Funds	4,800,336	2,452,546	0	2,452,546
Total Revenues	62,243,427	35,752,397	0	35,752,397
Expenditures by Object:				
Salaries		8,216,133	0	8,216,133
Other Compensation		556,649	0	556,649
Related Benefits		12,991,867	0	12,991,867
Personal Services		21,764,649	0	21,764,649
Travel		372	0	372
Operating Services		2,253,581	0	2,253,581
Supplies		4,233,015	0	4,233,015
Operating Expenses		6,486,969	0	6,486,969
Professional Services		372,740	0	372,740
Other Charges		1,930	0	1,930
Debt Services		0	0	0
Interagency Transfers		580,470	0	580,470
Other Charges		955,140	0	955,140
General Acquisitions		54,370	0	54,370
Library Acquisitions		0	0	0
Major Repairs		0	0	0
Acquisitions and Major Repairs		54,370	0	54,370
Total Expenditures		29,261,128	0	29,261,128
Expenditures by Function:				
Instruction		0	0	0
Research		0	0	0
Public Service		0	0	0
Academic Support (Includes Library)		0	0	0
Academic Expenditures		0	0	0
Student Services		0	0	0
Institutional Support		0	0	0
Scholarships/Fellowships		0	0	0
Plant Operations/Maintenance		0	0	0
Hospital		29,261,128	0	29,261,128
Transfers out of agency		0	0	0
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		29,261,128	0	29,261,128
Total Expenditures		29,261,128	0	29,261,128

	Beginning Acct/Fund Balance	1st & 2nd Quarter Fund Balance	3rd & 4th Quarter Fund Balance
State Appropriations	0	0	0
Restricted Fees	0	0	0
Sales and Services of Educational Activities	0	0	0
Auxiliaries	0	0	0
Endowment Income	0	0	0
Grants and Contracts	0	0	0
Indirect Cost Recovered	0	7	0
Gifts	0	0	0
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	64,790,760	88,609,543	88,609,543
TOTAL	64,790,760	88,609,543	88,609,543

Overview and Analysis of Campus Operations

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Semi -Annual Overview of Restricted Operations

Campus: *LSU Health Care Services Division*

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2018-2019						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
Revenues							
Restricted State Appropriations		0		0	0		0
Restricted Fees		0		0	0		0
Sales & Svcs of Educ. Activ's		0		0	0		0
Auxiliaries (List)							0
1		0		0	0		0
2		0		0	0		0
3		0		0	0		0
4		0		0	0		0
5		0		0	0		0
6		0		0	0		0
7		0		0	0		0
8		0		0	0		0
9		0		0	0		0
10		0		0	0		0
11		0		0	0		0
12		0		0	0		0
13		0		0	0		0
14		0		0	0		0
15		0		0	0		0
Endowment Income		0		0	0		0
Grants and Contracts							
Federal		0		0	0		0
State and Local		0		0	0		0
Private		0		0	0		0
Indirect Cost Recovered		0		0	0		0
Gifts		0		0	0		0
Federal Funds		0		0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0		0	0		0
Physician Practice Plans		0		0	0		0
Medicare		0		0	0		0
Medicaid		0		0	0		0
Uncompensated Care Costs		0		0	0		0
Sponsored Grants and Contracts		0		0	0		0
Sales and Services Other		0		0	0		0
All Other Sources	64,790,760	65,802,978	41,984,195	88,609,543	0		88,609,543
TOTAL	64,790,760	65,802,978	41,984,195	88,609,543	0	0	88,609,543

Report on Restricted Operations

LSU
Deposit and Collateral Report
For the Quarter Ended December 31, 2018

Deposits Requiring Posting of Collateral:	Demand Deposit Sweep/MMA Repurchase	Certificates of Deposit	Total Deposits in Financial Institutions	Collateral (1)
LSU A&M, LSU Alexandria, LSU Eunice, LSU Shreveport, and LSU Health New Orleans				
Chase - LSU, Health Plan Premium	\$ 81,297,681		\$ 81,297,681	\$ 125,000,000
Cottonport Bank-LSU Ag Center	1,185,484		1,185,484	1,432,494
Capital One - LSU-A	1,704,758		1,704,758	1,704,758
St. Landry Bank - LSU-E	784,679		784,679	1,245,778
Campus Federal Credit Union - LSU-S		\$ 100,335	100,335	250,000
Capital One (Hibernia National Bank) - LSU-S	16,221,921		16,221,921	16,453,008
Chase-HSCNO	42,212,154	18,600	42,230,754	46,900,986
Total	\$ 143,406,677	\$ 118,935	\$ 143,525,612	\$ 192,987,024
LSU Health Shreveport				
JPMC-Shreveport	\$ 75,562,440		\$ 75,562,440	\$ 100,428,529
JPMC-Shreveport Endowment Fds	10,039,731		10,039,731	-
Total	\$ 85,602,171	\$ -	\$ 85,602,171	\$ 100,428,529
LSU Health Care Services Division				
JP Morgan Chase (HCSD)	\$ 101,209,308		\$ 101,209,308	\$ 102,836,728
Capital One (MCLNO Trust Fund)	3,737,567		3,737,567	3,832,120
Total	\$ 104,946,875	\$ -	\$ 104,946,875	\$ 106,668,848
Total Requiring Collateral	\$ 333,955,723	\$ 118,935	\$ 334,074,658	\$ 400,084,401
Deposits In Trust or Federal Obligations Not Requiring Collateral				
Federated Money Markets	\$ 20,155,973		\$ 20,155,973	
Federated Funds-Treas. Oblig. (2)				-
Total	\$ 20,155,973	\$ -	\$ 20,155,973	
Total Deposits	\$ 354,111,696	\$ 118,935	\$ 354,230,631	

- (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, 2018

Fund Description	As of 7/1/2018	As of 9/30/2018		As of 12/31/2018		As of 3/31/2019		As of 06/30/2019	
	Value	Cost	Market Value	Cost	Market Value	Cost	Market Value	Cost	Market Value
Current Funds									
Cash/Sweeps	\$328,817,689	\$341,354,052	\$341,354,052	\$320,178,425	\$320,178,425	\$0	\$0	\$0	\$0
Money Market Accounts/Repos (A)	\$28,531	\$1,086,482	\$1,086,482	\$1,199,033	\$1,199,033	\$0	\$0	\$0	\$0
Certificates of Deposit	\$100,239	\$100,239	\$100,239	\$100,335	\$100,335	\$0	\$0	\$0	\$0
Treasury Notes	\$6,431,371	\$6,457,022	\$6,411,798	\$21,788,628	\$22,050,453	\$0	\$0	\$0	\$0
CMO's	\$12,194	\$1,191	\$1,178	\$0	\$0	\$0	\$0	\$0	\$0
Agency Securities (B)	\$111,198,710	\$116,452,882	\$109,942,126	\$119,408,596	\$115,012,860	\$0	\$0	\$0	\$0
Mortgaged Backed Securities	\$24,883,702	\$23,491,867	\$22,471,167	\$30,072,527	\$29,491,294	\$0	\$0	\$0	\$0
Equity Securities (C)	\$66,752	\$0	\$71,528	\$0	\$62,863	\$0	\$0	\$0	\$0
Bond Mutual Funds	\$43,624,820	\$46,697,531	\$42,755,183	\$46,697,531	\$42,326,162	\$0	\$0	\$0	\$0
Municipal Bonds (E)	\$86,777,337	\$89,832,231	\$83,897,325	\$88,856,377	\$83,988,942	\$0	\$0	\$0	\$0
Corporate Bonds (D)	\$109,778,076	\$173,924,058	\$166,928,153	\$208,643,687	\$201,569,802	\$0	\$0	\$0	\$0
Total	\$711,719,421	\$799,397,555	\$775,019,231	\$836,945,139	\$815,980,169	\$0	\$0	\$0	\$0
Endowment Funds									
Cash/Sweeps	\$10,875,343	\$10,242,801	\$10,242,801	\$10,039,731	\$10,039,731	\$0	\$0	\$0	\$0
Money Market Accounts/Repos (A)	\$0	\$1,271,290	\$1,271,290	\$313,739	\$313,739	\$0	\$0	\$0	\$0
Certificates of Deposit	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$0	\$0	\$0	\$0
Agency Securities (B)	\$2,373,165	\$2,509,075	\$2,329,905	\$2,509,075	\$2,371,310	\$0	\$0	\$0	\$0
Mortgaged Backed Securities	\$2,549,768	\$2,189,501	\$2,094,644	\$2,187,987	\$2,142,934	\$0	\$0	\$0	\$0
Equity Securities (C)	\$10,779,017	\$5,275,089	\$10,351,048	\$5,474,705	\$9,238,034	\$0	\$0	\$0	\$0
Mutual Funds	\$49,822,343	\$49,753,022	\$53,817,065	\$51,266,120	\$52,773,225	\$0	\$0	\$0	\$0
Municipal Bonds (E)	3,101,638	3,184,432	\$3,047,390	\$3,184,432	\$3,098,234	\$0	\$0	\$0	\$0
Corporate Bonds (D)	9,047,724	\$9,807,163	\$9,518,521	\$10,798,164	\$10,530,678	\$0	\$0	\$0	\$0
Total	\$88,567,598	\$84,250,973	\$92,691,264	\$85,792,553	\$90,526,485	\$0	\$0	\$0	\$0
Other Funds									
Cash/Sweeps	\$3,028,809	\$3,348,755	\$3,348,755	\$3,737,567	\$3,737,567	\$0	\$0	\$0	\$0
Money Market Accounts/Repos (A)	\$32,231,117	\$10,448,038	\$10,448,038	\$18,643,201	\$18,643,201	\$0	\$0	\$0	\$0
Agency Securities (B)	\$730,811	\$732,417	\$725,332	\$732,417	\$734,698	\$0	\$0	\$0	\$0
Equity Securities (C)	\$410,341	\$0	\$421,699	\$0	\$338,222	\$0	\$0	\$0	\$0
US Gov Related Securities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$36,401,078	\$14,529,210	\$14,943,824	\$23,113,185	\$23,453,688	\$0	\$0	\$0	\$0
Grand Total	\$836,688,097	\$898,177,738	\$882,654,319	\$945,850,877	\$929,960,342	\$0	\$0	\$0	\$0
Deposits in Financial Institutions									
Total Cash/Sweeps/MMA/Repos	\$374,981,489	\$367,751,418	\$367,751,418	\$354,111,696	\$354,111,696	\$2	\$0	\$0	\$0
Total Certificates of Deposit	\$118,839	\$118,839	\$118,839	\$118,935	\$118,935	\$0	\$0	\$0	\$0
US Gov Related Securities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Deposits	\$375,100,328	\$367,870,257	\$367,870,257	\$354,230,631	\$354,230,631	\$2	\$0	\$0	\$0
Other Investments									
Treasury Notes	\$6,431,371	\$6,457,022	\$6,411,798	\$21,788,628	\$22,050,453	\$0	\$0	\$0	\$0
CMO's	\$12,194	\$1,191	\$1,178	\$0	\$0	\$0	\$0	\$0	\$0
Agency Securities (B)	\$114,302,686	\$119,694,374	\$112,997,363	\$122,650,088	\$118,118,868	\$0	\$0	\$0	\$0
Mortgaged Backed Securities	\$27,433,470	\$25,681,368	\$24,565,811	\$32,260,514	\$31,634,228	\$0	\$0	\$0	\$0
Equity Securities (C)	\$11,256,110	\$5,275,089	\$10,844,275	\$5,474,705	\$9,639,119	\$0	\$0	\$0	\$0
Bond Mutual Funds	\$43,624,820	\$46,697,531	\$42,755,183	\$46,697,531	\$42,326,162	\$0	\$0	\$0	\$0
Mutual Funds	\$49,822,343	\$49,753,022	\$53,817,065	\$140,122,497	\$136,762,167	\$0	\$0	\$0	\$0
Municipal Bonds (E)	\$89,878,975	\$93,016,663	\$86,944,715	\$92,040,809	\$87,087,176	\$0	\$0	\$0	\$0
Corporate Bonds (D)	\$118,825,800	\$183,731,221	\$176,446,674	\$219,441,851	\$212,100,480	\$0	\$0	\$0	\$0
Total Other	\$461,587,769	\$530,307,481	\$514,784,062	\$680,476,623	\$659,718,653	\$0	\$0	\$0	\$0
Grand Total	\$836,688,097	\$898,177,738	\$882,654,319	\$1,034,707,254	\$1,013,949,284	\$2	\$0	\$0	\$0
LSU Paid Campuses									
Current Funds									
Cash/Sweeps	\$181,674,912	\$203,182,436	\$203,182,436	\$143,406,677	\$143,406,677				
Money Market Accounts/Repos (A)		\$1,086,482	\$1,086,482	\$1,199,033	\$1,199,033				
Certificates of Deposit	\$100,239	\$100,239	\$100,239	\$100,335	\$100,335				
Treasury Notes	\$5,946,560	\$5,981,106	\$5,936,380	\$5,981,106	\$5,992,880				
CMO's	\$12,194	\$1,191	\$1,178	\$0	\$0				
Agency Securities (B)	\$106,431,935	\$111,597,769	\$105,185,500	\$114,553,969	\$110,223,622				
Mortgaged Backed Securities	\$24,739,884	\$23,399,388	\$22,382,418	\$29,980,855	\$29,402,259				
Equity Securities (C)	\$66,752	\$0	\$71,528	\$0	\$62,863				
Bond Mutual Funds	\$43,624,820	\$46,697,531	\$42,755,183	\$46,697,531	\$42,326,162				
Municipal Bonds (E)	\$69,850,308	\$74,813,338	\$69,103,860	\$74,813,338	\$70,083,243				
Corporate Bonds (D)	\$109,778,076	\$171,411,630	\$164,444,383	\$191,498,075	\$184,365,617				
US Gov Related Securities									
Total	\$542,225,680	\$638,271,110	\$614,249,587	\$608,230,919	\$587,162,691	\$0	\$0	\$0	\$0
Endowment Funds									
Money Market Accounts/Repos (A)		\$1,271,290	\$1,271,290	\$313,739	\$313,739				
Certificates of Deposit	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600				
Agency Securities (B)	\$2,373,165	\$2,509,075	\$2,329,905	\$2,509,075	\$2,371,310				
Mortgaged Backed Securities	\$2,549,768	\$2,189,501	\$2,094,644	\$2,187,987	\$2,142,934				
Equity Securities (C)	\$10,764,405	\$5,267,439	\$10,336,092	\$5,467,055	\$9,222,264				
Municipal Bonds	\$3,101,638	\$3,184,432	\$3,047,390	\$3,184,432	\$3,098,234				
Corporate Bonds (D)	\$9,047,724	\$9,807,163	\$9,518,521	\$10,798,164	\$10,530,678				
US Gov Related Securities									
Total	\$27,855,300	\$24,247,500	\$28,616,442	\$24,479,052	\$27,697,759	\$0	\$0	\$0	\$0
Other Funds									
Cash/Sweeps									
Money Market Accounts/Repos (A)	\$23,626,037	\$1,805,015	\$1,805,015	\$9,956,205	\$9,956,205				
Agency Securities (B)	\$730,811	\$732,417	\$725,332	\$732,417	\$734,698				
Total	\$24,356,848	\$2,537,432	\$2,530,347	\$10,688,622	\$10,690,903	\$0	\$0	\$0	\$0
Grand Total	\$594,437,828	\$665,056,042	\$645,396,376	\$643,398,593	\$625,551,353	\$0	\$0	\$0	\$0

LSU
Investment Summary
For the Quarter Ended December 31, 2018

Fund Description	As of 7/1/2018	As of 9/30/2018		As of 12/31/2018		As of 3/31/2019		As of 06/30/2019	
	Value	Cost	Market Value	Cost	Market Value	Cost	Market Value	Cost	Market Value
LSU Health Shreveport									
Current Funds									
Cash/Sweeps S.	\$71,661,018	\$70,084,920	\$70,084,920	\$75,562,440	\$75,562,440				
Cash/Sweeps	\$71,661,018	\$70,084,920	\$70,084,920	\$75,562,440	\$75,562,440	\$0	\$0	\$0	\$0
Money Market Accounts/Repos (A)	\$28,531	\$0	\$0	\$0	\$0				
Treasury Notes (B)	\$484,811	\$475,916	\$475,418	\$15,807,522	\$16,057,573				
Agency Securities (B)	\$4,766,775	\$4,855,113	\$4,756,626	\$4,854,627	\$4,789,238				
Mortgaged Backed Securities (B)	\$143,818	\$92,479	\$88,749	\$91,672	\$89,035				
Municipal Bonds (E)	\$16,927,029	\$15,018,893	\$14,793,465	\$14,043,039	\$13,905,699				
Corporate Bonds (D)	\$0	\$2,512,428	\$2,483,770	\$17,145,612	\$17,204,185				
Total	\$94,011,982	\$93,039,749	\$92,682,948	\$127,504,912	\$127,608,170	\$0	\$0	\$0	\$0
Endowment Funds									
Cash/Sweeps	\$10,875,343	\$10,242,801	\$10,242,801	\$10,039,731	\$10,039,731				
Equity Securities (C)	\$14,612	\$7,650	\$14,956	\$7,650	\$15,770				
Mutual Funds	\$49,822,343	\$46,568,590	\$50,769,675	\$48,081,688	\$49,674,991				
Total	\$60,712,298	\$56,819,041	\$61,027,432	\$58,129,069	\$59,730,492	\$0	\$0	\$0	\$0
Grand Total	\$154,724,280	\$149,858,790	\$153,710,380	\$185,633,981	\$187,338,662	\$0	\$0	\$0	\$0
LSU HCSD									
Current Funds									
Cash/Sweeps	\$75,481,759	\$68,086,696	\$68,086,696	\$101,209,308	\$101,209,308				
Total	\$75,481,759	\$68,086,696	\$68,086,696	\$101,209,308	\$101,209,308	\$0	\$0	\$0	\$0
Other Funds									
Cash/Sweeps	\$3,028,809	\$3,348,755	\$3,348,755	\$3,737,567	\$3,737,567				
Money Market Accounts/Repos (A)	\$8,605,080	\$8,643,023	\$8,643,023	\$8,686,996	\$8,686,996				
Equity Securities (C)	\$410,341		\$421,699		\$338,222				
US Gov Related Securities									
Total	\$12,044,230	\$11,991,778	\$12,413,477	\$12,424,563	\$12,762,785	\$0	\$0	\$0	\$0
Grand Total	\$87,525,989	\$80,078,474	\$80,500,173	\$113,633,871	\$113,972,093	\$0	\$0	\$0	\$0
System Total	\$836,688,097	\$894,993,306	\$879,606,929	\$942,666,445	\$926,862,108	\$0	\$0	\$0	\$0

* Negative balance in the cash/Sweeps section of the current funds does not represent an actual negative bank balance, rather it represents a timing difference of the allocation of the current funds.

** Small endowment funds at LSUS were moved to the LSUS Foundation to accommodate Workday.

*** LSU Paid Campuses include the following: LSU, LSU Ag Center, LSUA, LSUE, LSUS, LSU Health New Orleans, and the LSU Pennington Biomedical Research Center.

BENCHMARK NOTES (Example Only)

(A) Benchmarked against 90 day T-Bill

(B) Benchmarked against Barclay's US Agg Bond TR USD

(C) US equities benchmarked against Russell 3000 and international against MSCI emerging markets

(D) Benchmarked against XYZ

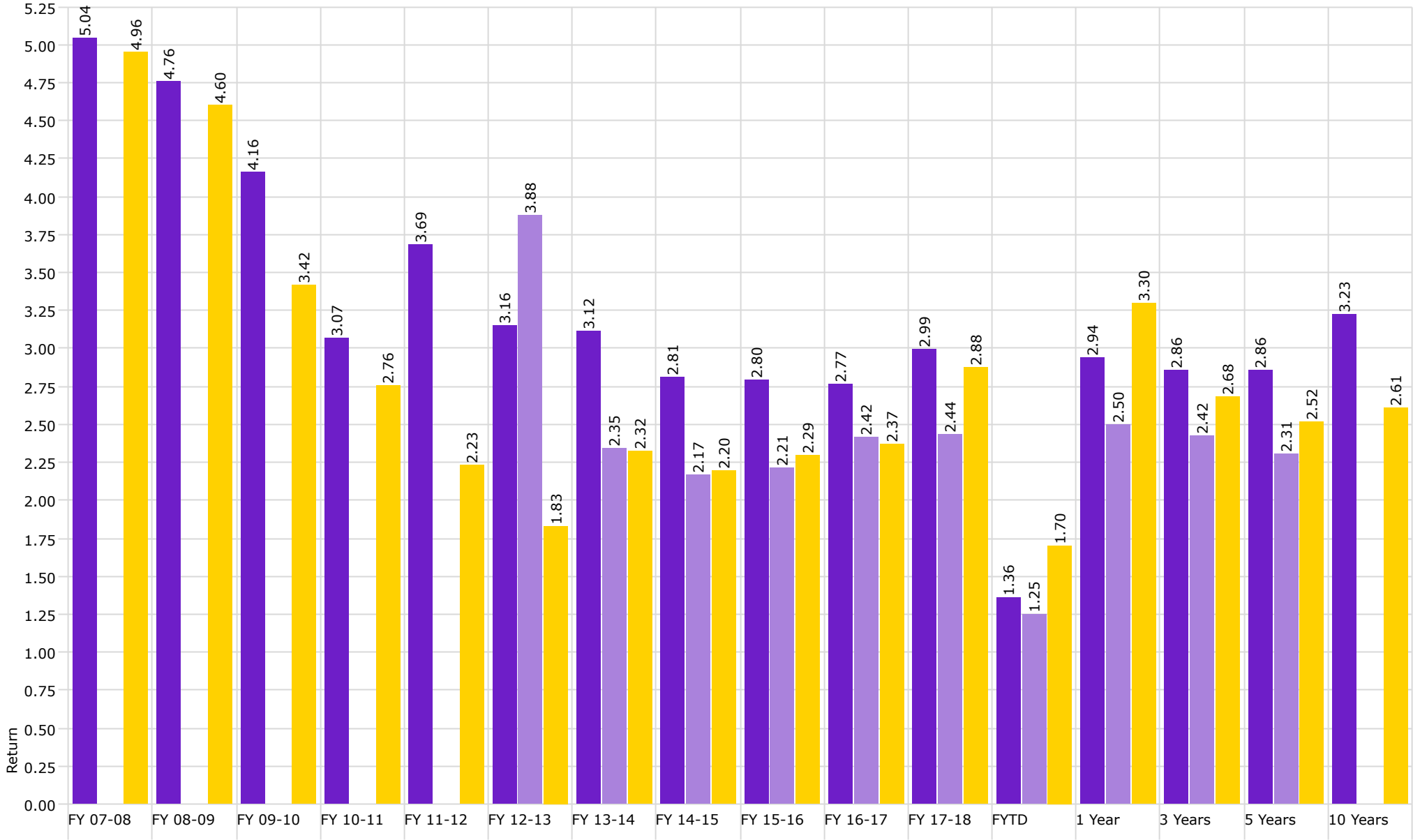
(E) Benchmarked against XYZ

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



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

As of 12/31/2018



■ Non Endowed

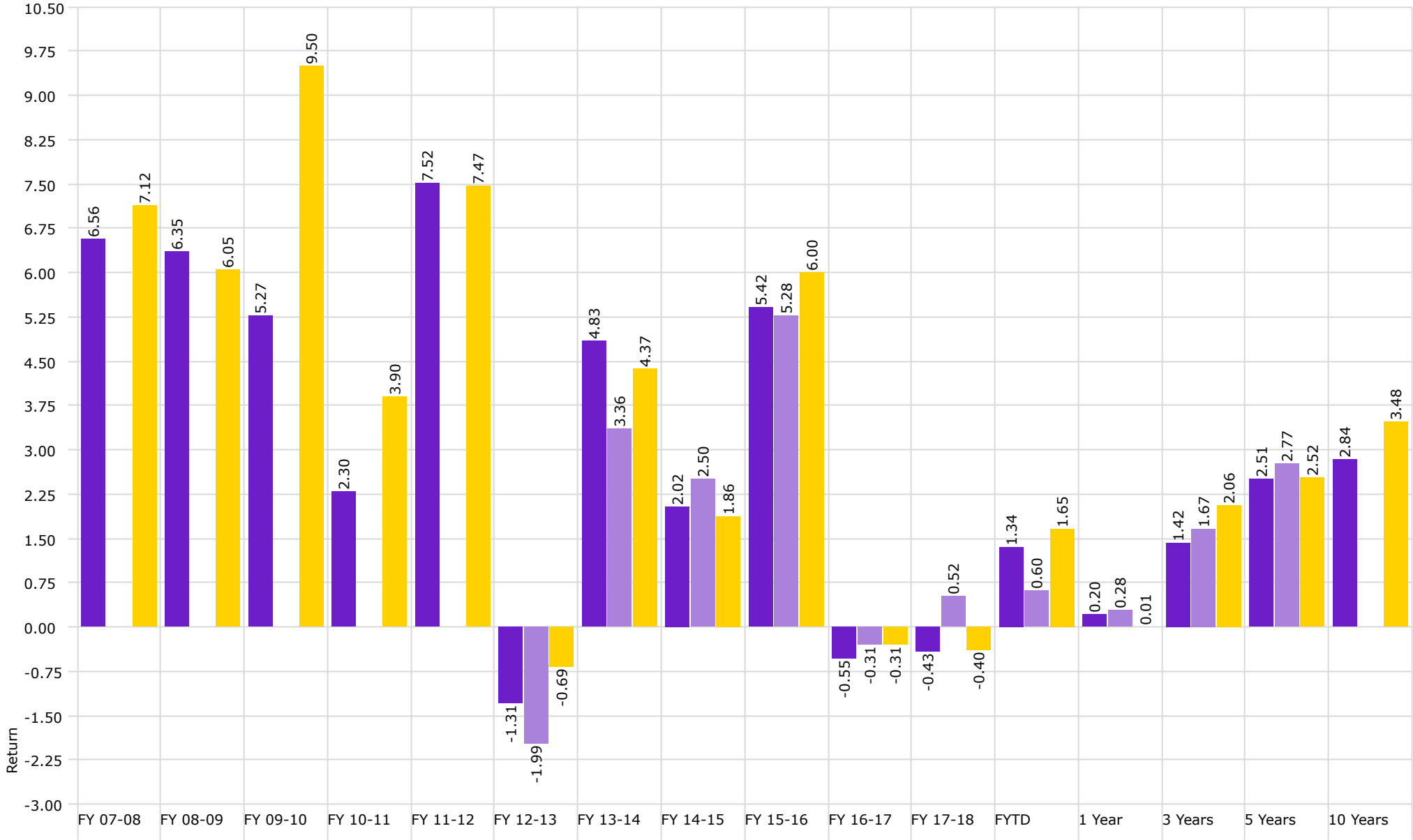
■ Health Plan

■ Barclays Aggregate Bond Index



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

As of 12/31/2018



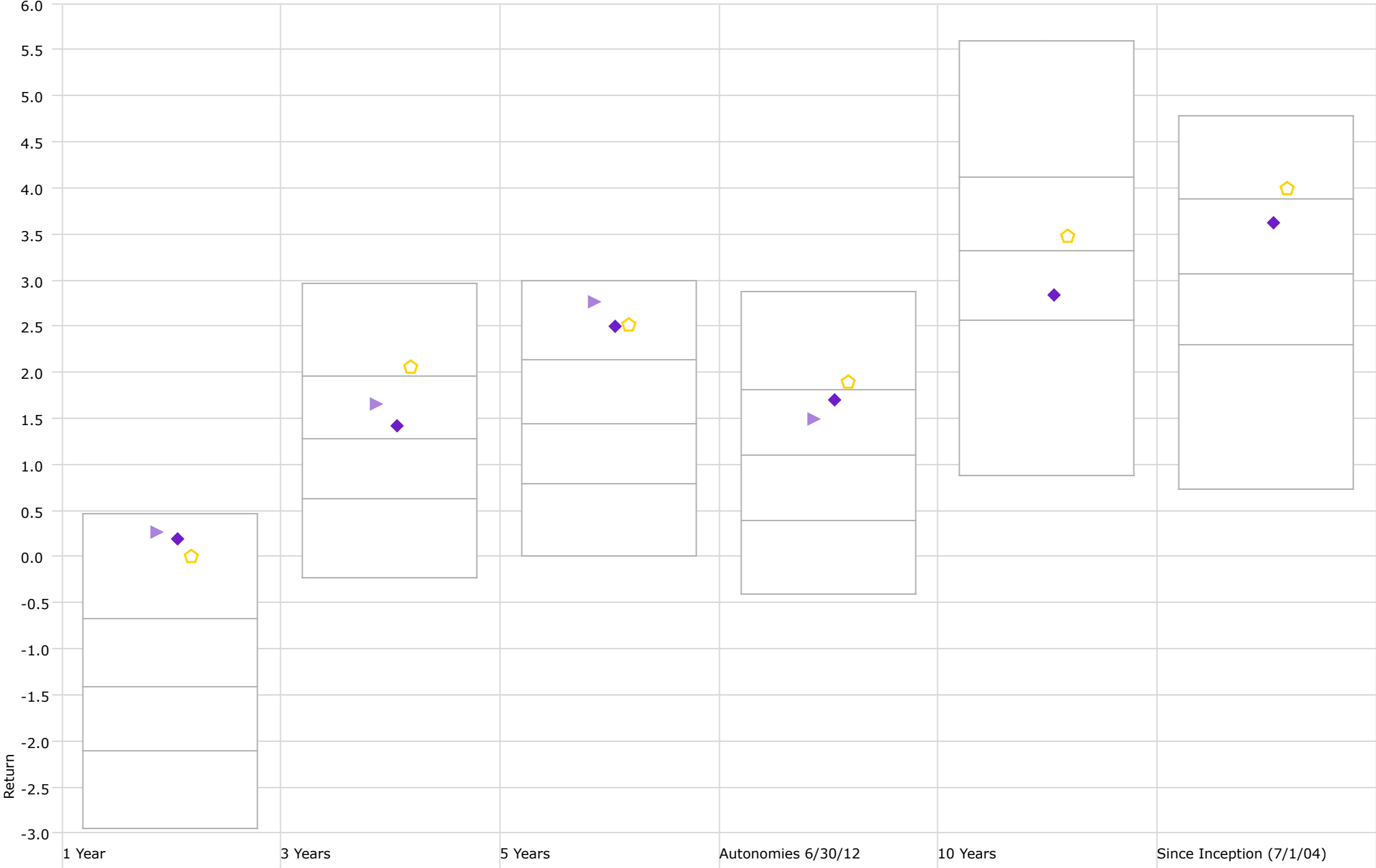
■ Non Endowed

■ Health Plan

■ Barclays Aggregate Bond Index

Performance Relative to Peer Group (Total Return)

Peer Group (5-95%): All Managed Investments - U.S. - Intermediate-Term Bond



◆ Non Endowed

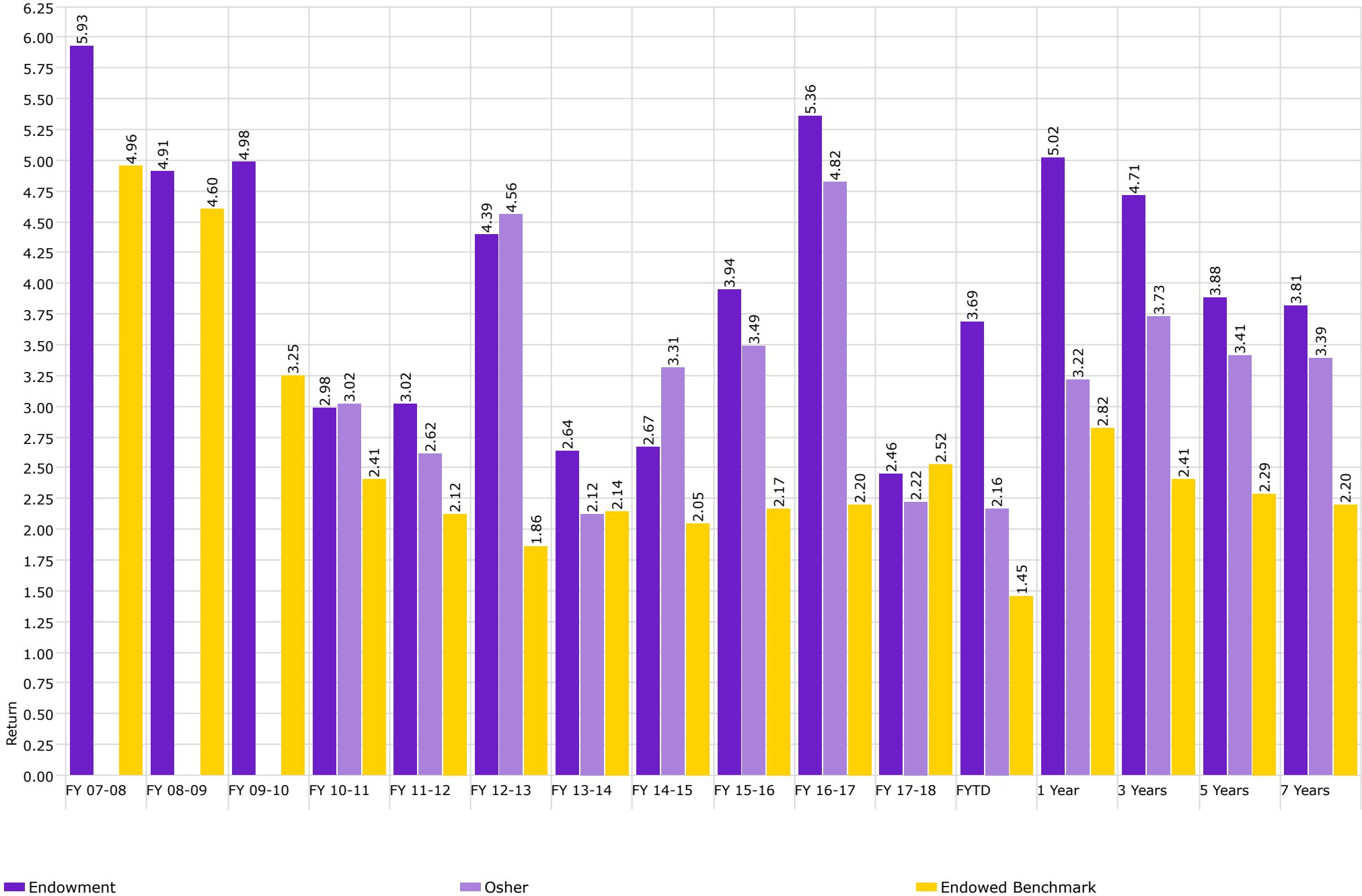
▶ Health Plan

⬠ Barclays Aggregate Bond Index



Investment Management Program Endowed Accounts **Realized Yield**

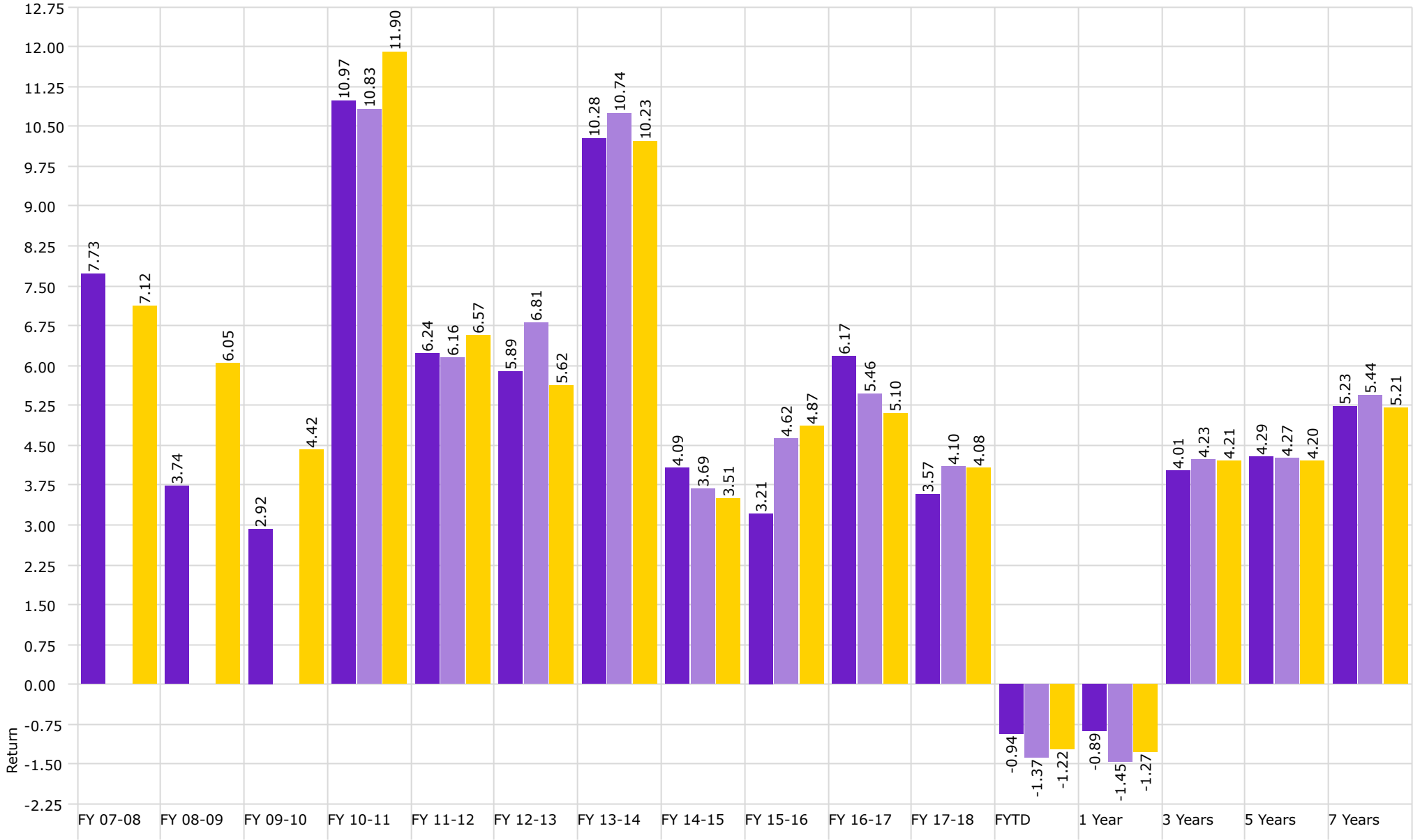
As of 12/31/2018





Investment Management Program Endowed Accounts **Total Return**

As of 12/31/2018



Endowment

Osher

Endowed Benchmark

INDEX REGULAR BOARD MEETING
DECEMBER 7, 2018

Regular Meeting

1.	Call to Order and Roll Call	1
2.	Invocation and Pledge of Allegiance	1
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4.	Reports from Council of Staff Advisors and Council of Faculty Advisors	2
5.	President's Report	2
6.	Reports to the Board	2
7.	Committee Reports	2 - 6
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9.	Adjournment	6

MINUTES
REGULAR BOARD MEETING
DECEMBER 7, 2018 - AFTERNOON

1. Call to Order and Roll Call

Mr. James Williams, Chairman, 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 in Baton Rouge, Louisiana on December 7, 2018.

The office administrator called the roll.

Present:

Mr. James Williams, Chair
Ms. Mary Werner, Chair-Elect
Mr. Glenn Armentor
Mr. Jack "Jay" Blossman, Jr.
Mr. B. Wayne Brown
Mr. Blake Chatalain
Mr. Robert Dampf
Ms. Valencia Sarpy Jones
Mr. Lee Mallet
Mr. James W. Moore, Jr.
Mr. Rémy Voisin Starns
Mr. Robert "Bobby" Yarbrough

Absent:

Mr. Stephen Perry, Past Chair
Mr. Ronnie Anderson
Mr. Stewart Lockett
Mr. Jimmie M. Woods

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.

2. Invocation and Pledge of Allegiance

Heather Goss gave the invocation. Westin Cobb led the Pledge of Allegiance.

High school seniors, Heath Goss of Iowa and Weston Cobb of Walker, delivered reports on the impact of 4-H and their experience with the club.

Denise Holston, Assistant Professor at the College of Agriculture, presented a report from the LSU AgCenter on obesity in rural communities with an emphasis on community involvement.

3. Approval of the Minutes of the Board Meeting held on November 2, 2018

Upon motion of Mr. Chatelain, seconded by Mr. Yarbrough, the Board voted unanimously to approve the Minutes of the Regular Board Meeting held on November 2, 2018.

4. Personnel Actions Requiring Board Approval

Chairman Mr. Williams requested approval of the Personnel Action.

Upon motion of Mr. Mallet, seconded by Mr. Dampf, the Board voted unanimously to approve the Personnel Action Requiring Board Approval as presented.

5. Reports from Council Faculty Advisors and Council Staff Advisors

5.A. Dr. Ken McMillian, Council Faculty Advisor, briefly reported on the following topics: Adding Innovative Learning Courses to the curriculum, external and internal communication strategies, IT Services efficiencies and the VP Provost search.

5.B Tammy McMillian, Council Staff Advisor, informed the board of the following: Academic Affairs policy regard employee death, Tiny Tigers initiative,

6. President's Report

Dr. F. King Alexander, LSU President, informed the Board on the following matters:

Recognized record-breaking statistics for fall graduates at various LSU campuses.

Recognized four (4) faculty members for being inducted into the AAAS.

Recognized numerous professions from various LSU campuses for being on "World's Most Sited List."

Invention disclosures increases in the last five (5) years, which places LSU in the top 100 in the world.

Reported on the findings of the LSU Economic Impact Study.

7. Reports to the Board

There were no reports given to the Board.

8. Committee Reports

Upon Mr. Yarbrough moved, seconded by Mr. Dampf, the Board voted unanimously to approve all committee actions.

8.A. Academic and Research Committee

Dr. Stacie Haynie is called to discuss two (2) requests.

- 8.A.1 Request from LSUHSC - Shreveport for Full Designation of the Center of Excellence for Cardiovascular Diseases and Sciences

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request from LSU Health Sciences - Shreveport for full, five-year designation of the Center of Excellence for Cardiovascular Diseases and Sciences, subject to approval by the Louisiana Board of Regents.

- 8.A.2 Request from LSU A&M for Full Approval of the Center for Collaborative Knowledge

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request from LSU A&M for full authorization of the Center for Collaborative Knowledge, subject to approval by the Louisiana Board of Regents.

- 8.A.3 CONSENT: Request from LSU A&M to Rename the MS and PhD in Animal, Dairy, and Poultry Sciences

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve changing the name of the M.S. and the Ph.D. in Animal, Dairy and Poultry Sciences to the M.S. and Ph.D. in Animal Sciences, subject to approval by the Louisiana Board of Regents.

- 8.A.4 CONSENT: Request from LSU Agricultural Center to Rename the A. Wilbert's Sons Professorship in Biofuels #1 and #2

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the request to rename the A. Wilbert's Sons Professorship in Biofuels #1-2 to the A. Wilbert's Sons Professorship in Agriculture and Natural Resources #1-2.

- 8.A.5 CONSENT: Request from LSU A&M to Approve the Establishment of 16 Endowed Superior Graduate Student Scholarships

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the request to establish each of the following 16 superior graduate student scholarships at LSU, subject to approval by the Louisiana Board of Regents; and

- a) Mary Jo Klosterman Superior Graduate Student Scholarship #2
- b) Robert R. and Melissa B. Rabalais Energy Law Endowment Fund
- c) M.K. Cluas Equine Scholarship
- d) Dinah and John Bradford Superior Graduate Student Scholarship
- e) Professor David W. Robertson Endowed Superior Graduate Scholarship
- f) Professor Symeon Symeonides Endowed Superior Graduate Scholarship
- g) Joe Dean, Sr. Memorial Scholarship Fund
- h) Dr. Lawrence Mann, Jr. Superior Graduate Student
- i) Sterling C. Bain Superior Graduate Scholarship
- j) Judge France W. Watts III Scholarship
- k) Clarissa M. Metzger Education Scholarship
- l) Galante Family Graduate Student Scholarship Endowment
- m) Raphael G. Kazmann Graduate Student Scholarship in Civil and Environmental Engineering
- n) Bill Grimes Endowed Graduate Student Scholarship in Jazz Studies
- o) Kenneth R. Hogstrom Superior Graduate Student Scholarship in Medical Physics #3

p) Kinney Endowed Superior Graduate Student Scholarship

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and/or the President, as may be appropriate, are hereby authorized to execute any documents required to obtain matching gifts and otherwise complete the establishment of each of the following 16 superior graduate student scholarships:

- a) Mary Jo Klosterman Superior Graduate Student Scholarship #2
- b) Robert R. and Melissa B. Rabalais Energy Law Endowment Fund
- c) M.K. Cluas Equine Scholarship
- d) Dinah and John Bradford Superior Graduate Student Scholarship
- e) Professor David W. Robertson Endowed Superior Graduate Scholarship
- f) Professor Symeon Symeonides Endowed Superior Graduate Scholarship
- g) Joe Dean, Sr. Memorial Scholarship Fund
- h) Dr. Lawrence Mann, Jr. Superior Graduate Student
- i) Sterling C. Bain Superior Graduate Scholarship
- j) Judge France W. Watts III Scholarship
- k) Clarissa M. Metzger Education Scholarship
- l) Galante Family Graduate Student Scholarship Endowment
- m) Raphael G. Kazmann Graduate Student Scholarship in Civil and Environmental Engineering
- n) Bill Grimes Endowed Graduate Student Scholarship in Jazz Studies
- o) Kenneth R. Hogstrom Superior Graduate Student Scholarship in Medical Physics #3
- p) Kinney Endowed Superior Graduate Student Scholarship

8.A.6 CONSENT: Recommendation to Establish 2019 Degree Conferral Dates for Online Degree Programs

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the recommended degree conferral dates for online degree programs at the campuses of LSU A&M and Alexandria for 2019: March 12, May 7, July 2, August 27, October 22, and December 17 and March 19, May 10, August 7, September 3, October 29, and December 20 for LSU Shreveport.

8.A.7. CONSENT: Recommendation to Approve Conferral of Degrees at the 2018 Fall Commencement Exercises

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University does hereby approve the degrees to be conferred on candidates meeting degree requirements for graduation from the campuses of the University at 2018 fall commencement exercises (December 13, 14, 16, and 21).

8.B Finance Committee

8.B.1 Supplier Diversity Program Update Presentation

Mr. Dan Layzell, Ms. Sally McKechnie and Ms. Tiffany Robinson presented the Board with updates on the Supplier Diversity Program.

8.C. Property and Facilities Committee

Mr. Woods called Mr. Tony Lombardo to discuss two (2) requests.

- 8.C.1. Request from LSU Health Sciences Center New Orleans to Approve the Lease Agreement between the Louisiana Cancer Research Centre and the LSU Board of Supervisors

NOW, THEREFORE, BE IT RESOLVED that the Louisiana State University and Agricultural and Mechanical College does hereby authorize F. King Alexander, President of Louisiana State University, or his designee, to execute a Lease Agreement between the Cancer Research Center and the LSU Board of Supervisors.

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

- 8.C.2. Request from LSU Health Sciences Center Shreveport to Amend the FY 2019-2020 Capital Outlay Budget Report for Louisiana State University to Include the Center for Medical Education and Wellness Project

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that the FY 2019-2020 Five-Year Capital Outlay Budget Request and First Year Prioritized Categories for Louisiana State University to be amended to include the project listed below:

LSU Health Science Center Shreveport

Project Title: Center for Medical Education and Wellness

Category: New Project

Total Project Cost: \$56,000,000 [\$28,000,000 State Funds + \$28,000,000 Private Funds]

- 8.C.3 Request from LSUHSC – NO to Authorize the President to Determine an Acceptable University Purpose for Donation to the LSU Health Foundation New Orleans of Property in St. Tammany Parish.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes F. King Alexander, in his capacity as President of Louisiana State University, or his designee, to determine if an Acceptable University Purpose exists, for the purposes of the Uniform Affiliation Agreement, for the LSU Health Foundation, New Orleans to Accept the donation of three parcels of immovable property located in St. Tammany Parish.

- 8.D. Athletic Committee

Ms. Jones called on Dr. Guiyou Huang, LSUA Chancellor, and Mr. Dan Layzell to discuss the two (2) athletic requests.

- 8.D.1. Request from LSU Alexandria to Approve an Employment Contract for Athletic Director Adam Jonson.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College authorizes Dr. F. King Alexander, President, or his designee, to sign the contract with Adam Jonson 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 interest of LSU.

- 8.D.2. Authorization for the LSU President to Approve Football Postseason Additional Compensation in Accordance with Existing Board Policy or Coaches' Contracts.

WHEREAS, the LSU President recommends that the Board authorize the President to approve additional compensation for Athletics Department personnel in accordance with the Provisions for Additional Compensation for Coaches and Athletics Departments Staff that was approved by the Board on June 29, 2018 or contract provisions included in the head coach and assistant coaches contracts.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College authorizes Dr. F. King Alexander, President, or his designee, to approve the applicable compensation for the post season football game in accordance with the Provisions for Additional Compensation previously approved by the Board on June 28, 2018 or contract provisions included in the head coach and assistant coaches contract. **(Copy of the policy and contracts are on file in the Board of Supervisors Office.)**

9. Chairman's Report

Mr. Williams reported on the following:

Introduce Nicole Griffith as the new Board Office Administrator.

Recap of the LSU and Southern University Board Dinner held the previous evening.

Acknowledge the University Lab School playing in the high state championship game in the Superdome.

Announced the next Board of Supervisors Meeting will be held at LSU in Shreveport on Friday, January 25, 2019.

10. Adjournment

Chairman Mr. Williams asked for a motion to adjourn with no further business before the board. Upon motion of Ms. Jones and seconded by Ms. Werner, the meeting was adjourned.