
LSU BOARD OF SUPERVISORS MEETING

Mumphrey Center
2048 Johnson Hwy, Eunice, LA 70535
December 9, 2022 | 10:00 a.m. CT

- I. Call to Order and Roll Call
- II. Invocation and Pledge of Allegiance
- III. Public Comment
- IV. Committee Meetings
 - A. Research and Agricultural Extension Committee
 1. Presentation on the Crowley Rice Station
 - B. Academic Committee
 1. Request from LSU A&M to Establish a Bachelor of Arts in Chemistry
 2. Request from LSU Health Sciences Center New Orleans to Establish an Undergraduate Certificate in Categorical Medical Laboratory Science
 3. Request from LSU Alexandria to Name the Martin Family Student Success Center
 4. Request from LSU A&M to Name Academic Programs and Building
 - a. Request to Name the LSU School of Education for Lutrill and Pearl Payne
 - b. Request to Name the LSU Graduate School for Dr. Pinkie Gordon Lane
 - c. Request to Name the Art & Design Building for Julian T. White
 5. Consent Agenda
 - a. Request from LSU A&M to Dissolve the School of Collaborative Academic Programs
 - b. Request from LSU Health Sciences Center Shreveport to Establish the Noel Foundation Leitz Endowed Professorship in Parkinson's Disease Research
 - c. Request from LSU A&M to Augment the Dr. Shirley C. Tucker Endowed Chair in Lichenology
 - d. Request from LSU A&M to Augment Five Endowed Superior Graduate Student Scholarships
 - e. Request from LSU A&M to Establish Two Endowed Superior Graduate Student Scholarships
 - f. Request from LSU A&M to Offer the MS in Finance 100% Online
 - g. Request from LSU Eunice to Reaffirm the LSUE Mission Statement
 - h. Request from LSU Alexandria to Revise the LSUA Mission Statement
 - i. Request from LSU Alexandria to Establish the Alexandria Business Foundation (ABF) Endowed Chair in Accounting
 - C. Property & Facilities Committee
 1. Request from LSU Health Sciences Center New Orleans to Authorize a Cooperative Endeavor Agreement with the LSU Healthcare Network for Seton Hall

The Board or its Committees may enter into Executive Session in accordance with the provisions of LA R.S. 42:17

2. Request from LSU Health Sciences Center New Orleans to Authorize an Intent to Lease Agreement with the LSU Real Estate and Facilities Foundation for HSC-NO Property Redevelopment
 3. Request from LSU Health Care Services Division to Amend the Prior Approval of a Request to Sell the Former Earl K. Long Hospital Property
 4. Request Approval for Transfer of Assets from Pennington Medical Foundation to Pennington Biomedical Research Foundation
- D. Athletics Committee
1. Request from LSU A&M to Approve New Employment Contract for Executive Deputy Athletics Director/Chief Operating Officer
 2. Request from LSU A&M to Approve New Employment Contract for an Assistant Baseball Coach
 3. Request from LSU A&M to Approve Employment Agreement for Deputy Athletics Director for Revenue Generation
- E. Title IX and Access Compliance Committee
1. Board of Regents Bi-Annual Report
- V. Reconvene Board Meeting
- VI. Approval of Minutes from the October 21, 2022 Meeting
- VII. Reports to the Board
- A. Facility Summary Reports
1. Affiliated Entities Reimbursement Report
 2. FY 2022-23 1st Quarter LSU Investment Report
 3. LSU Quarterly Supplier Diversity Spend Report for Period Ending September 30, 2022
- VIII. Presidential Evaluation
- IX. Reports from Faculty Advisors and Staff Advisors
- X. President's Report
- XI. Approval of Committee Recommendations
- XII. Chair's Report
- XIII. Adjournment



Board of Supervisors

RESEARCH & AGRICULTURAL EXTENSION COMMITTEE

An Overview of the H. Rouse Caffey Rice Research Station



Kurt M. Guidry

**Resident Coordinator, H. Rouse Caffey Rice Research Station
Southwest Regional Director, LSU AgCenter
Extension Economist**

H. Rouse Caffey Rice Research Station

- Established in 1907 – Cooperative effort between USDA, Louisiana Agricultural Experiment Station (LAES), and Rice Industry
- Primary focus on variety development and rice production management. Other areas include foundation seed production, rotational crops, and crawfish production and management.
- Rice has an average annual farm gate value of more than \$355 million
- Crawfish has an average annual farm gate value of more than \$201 million and growing

H. Rouse Caffey Rice Research Station



Main Farm 720 acres
South Farm 320 acres

Rice Research Station – Major Focus Areas

- Breeding
 - Traditional breeding methods enhanced with molecular marker technology and genomic prediction modeling
 - Inbred and hybrid variety development
 - Long grain and medium grain variety development
 - Conventional, herbicide resistant, and specialty variety development
 - Inclusion of disease resistance and grain quality characteristics
- Agronomy
 - Variety characterization and variety trials
 - Optimum fertilization
 - Water management and usage
 - Alternative production management strategies
 - Greenhouse gas omissions
- Entomology
 - Insect management and control strategies
 - Evaluation of new insecticides
 - Stored pest management
 - Invasive species identification, characterization, and monitoring

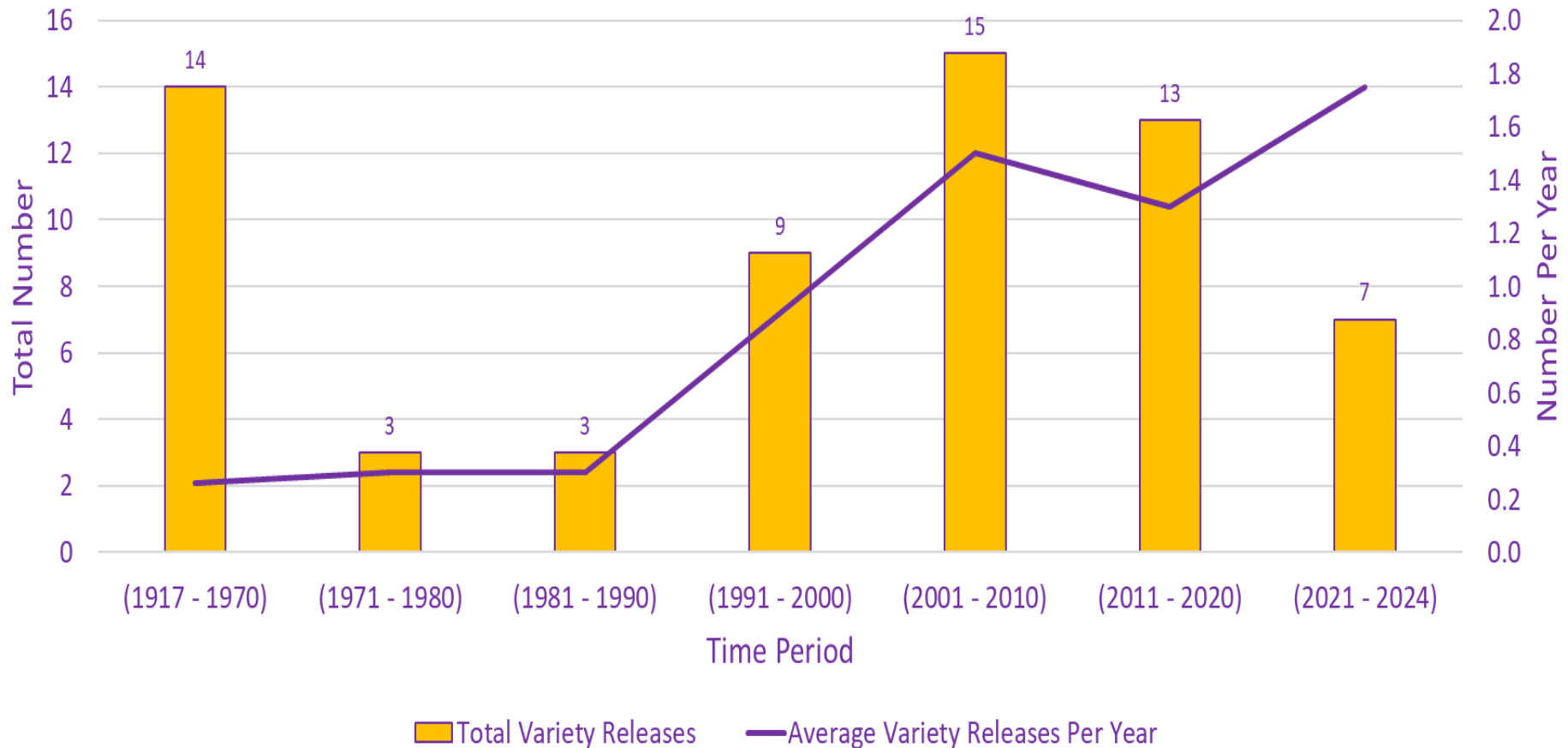
Rice Research Station – Major Focus Areas

- Pathology
 - Disease management and control strategies
 - Evaluation of new fungicides
 - Characterizing and monitoring disease and disease resistance
 - Characterizing disease susceptibility/resistance in new varieties
- Weed Science
 - Weed management and control strategies
 - Evaluation of new herbicides
 - Evaluation of herbicide resistant varieties
- Foundation Seed Program
 - Production of foundation seed of different varieties used in commercial seed production
- Crawfish Demonstration
 - Evaluation of different production and management strategies in crawfish production

Breeding and Variety Development

LSU Rice Variety Releases

61 Released to Date, 3 Scheduled for 2024



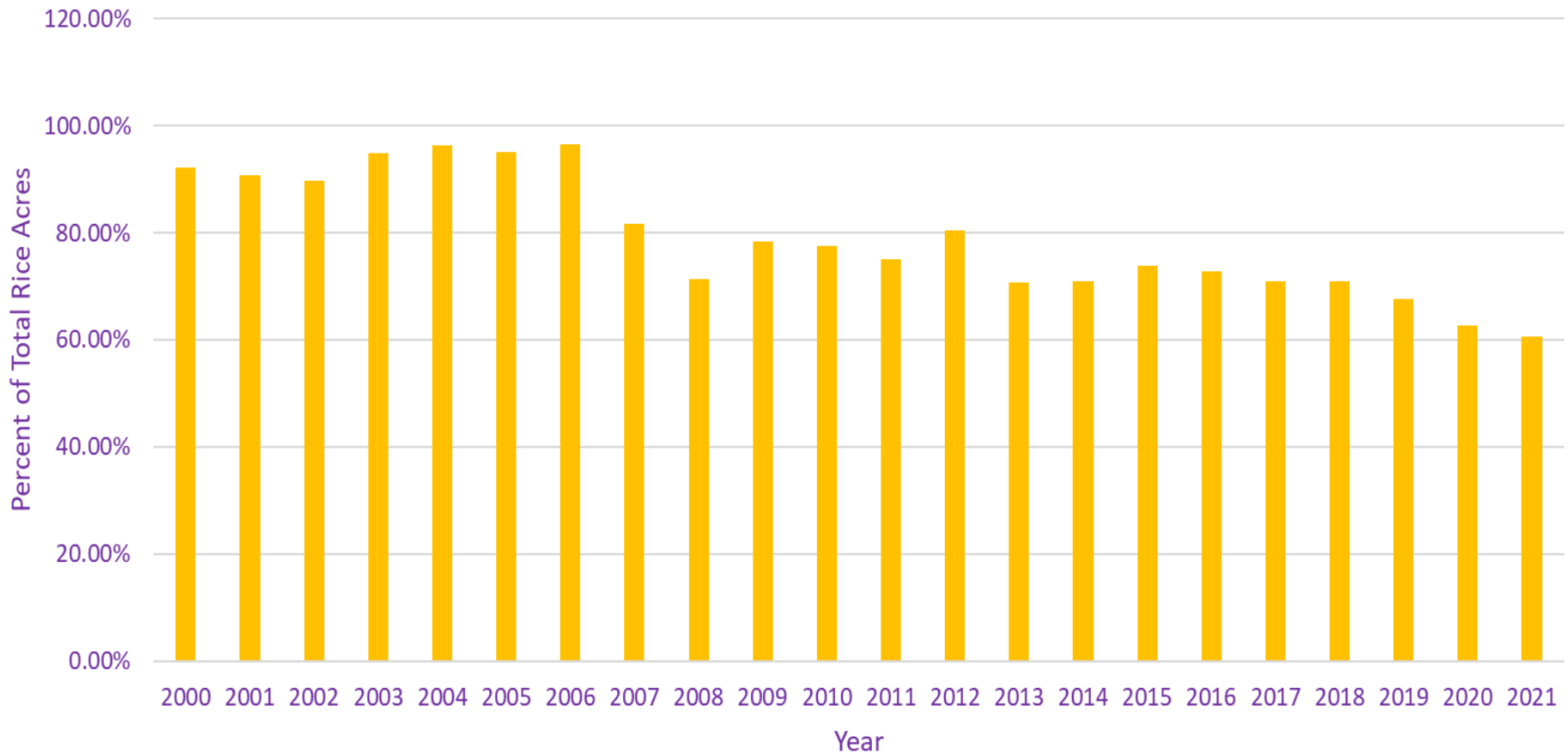
Breeding and Variety Development

Variety Releases by Type (1917 - 2024)

Type	Number
Short Grain - Conventional	4
Medium Grain - Conventional	13
Long Grain - Conventional	19
Long Grain - Herbicide Resistance (Clearfield)	12
Long Grain - Herbicide Resistance (Provisia)	3
Medium Grain - Herbicide Resistance (Clearfield)	2
Long Grain - Specialty	
Long Grain - Aromatic	8
Long Grain - High Amylose	1
Long Grain - Herbicide Resistance and High Amylose	1
Long Grain - High Protein/Low Glycemic Index	1
Total Long Grain - Specialty	11
Total	64

Breeding and Variety Development

Percent of Total Louisiana Rice Acres Grown in LSU AgCenter Varieties



Faculty Involved in Breeding and Variety Development



Dr. Adam Famoso
Head Rice Breeder



Dr. Brijesh Angira
Molecular Marker Assisted
Breeding



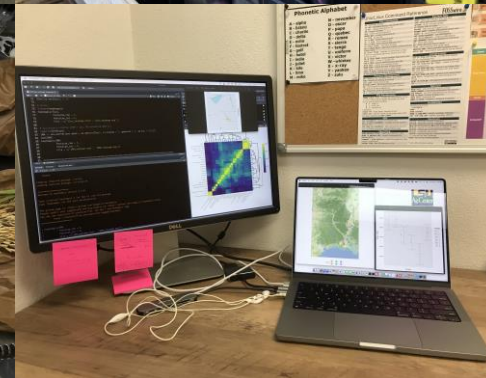
Dr. Roberto Fritsche Neto
Genomic Prediction and High
Throughput Phenotyping



Dr. Herry Utomo
Biotechnology , Specialty Rice
High Protein/Low GI



Dr. Ida Wenefrida
Cereal Chemistry, Specialty Rice
High Protein/Low GI



Faculty Involved In Other Focus Areas



Dr. Irish Pabuayon - Agronomy
Soil Fertility
Variety Characterization



Dr. Manoch Kongchum - Agronomy
Water Management
Greenhouse Gases



Dr. Connor Webster – Weed Science
Weed and Resistance Management



Dr. Felipe Dalla Lana - Pathology
Disease Management



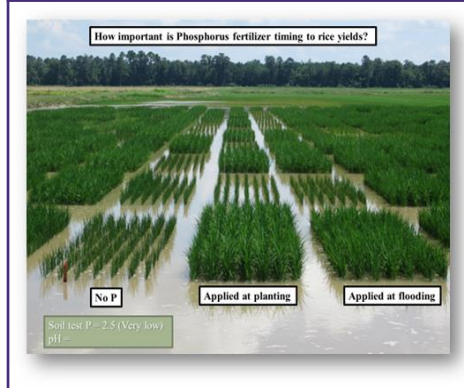
Dr. Blake Wilson - Entomology
Insect Management



Mr. Rick Zaunbrecher
Foundation Seed Production



Mr. Mark Shirley
Crawfish Production Management



Questions ???

Kurt M. Guidry
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337-788-7531



Board of Supervisors

ACADEMIC COMMITTEE

BOARD OF SUPERVISORS MEETING | DECEMBER 9, 2022



Board of Supervisors

Request from LSU A&M to Establish a Bachelor of Arts in Chemistry

Date: December 9, 2022

1. Bylaw Citation

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 establishment of a Bachelor of Arts in Chemistry to complement its already existing Bachelor of Science in Chemistry. This highly flexible, interdisciplinary program will provide students with a strong foundation in all major areas of chemistry while facilitating them to pursue other educational objectives of their interests. The flexibility of this new program will be reflected in the inclusion of a substantial number of credit hours dedicated to directed or free elective courses in the curriculum.

The purpose of the Bachelor of Arts (BA) in Chemistry is to educate students with a strong foundation in all major areas of chemistry, including laboratory instructions, while emphasizing the highly flexible curriculum to enable interdisciplinary studies, thus preparing students who may want to pursue other chemistry-related occupations aside from the professional chemist occupation, which requires rigorous theoretical and practical education and 500+ contact hours in the laboratory.

The American Chemical Society (ACS) is the governing body that sets a guideline for undergraduate degree programs in chemistry. R1 institutions typically offer two tracks of bachelor's degree in chemistry:

- The ACS certified degree - In this track, students are provided with rigorous theoretical and practical education for the preparation to enter the field of professional chemists and related fields, or to matriculate in chemistry graduate programs.
- The non-ACS certified degree - Recognizing that students have a broad array of career inspirations that would be benefitted from a degree in chemistry, the non-ACS track is designed to be much more flexible. The flexibility in the non-ACS curriculum facilitates students to study other academic fields of interests such as healthcare professionals, chemical and pharmaceutical sales representatives, business professionals, chemistry teachers, data analysts, lawyers, law enforcement officers, managers, administrators for schools and governmental agencies, etc. while at the same time providing them with rigorous training in chemistry.

Among most of peer public research universities, students in the ACS-certified degree track earn the Bachelor of Science (BS) in Chemistry, while students in the non-ACS certified degree track earn the Bachelor of Art (BA) in Chemistry. However, no Louisiana institution offers the BA in

Chemistry. Currently at LSU, Chemistry majors in the ACS and non-ACS tracks earn the BS degree.

Despite the very strong demand of positions that can be filled by qualified personnel with a bachelor's degree in chemistry, the supply of chemistry graduates in Louisiana is too low. Annual openings (which take into account new and replacement jobs in a particular occupation) within the state over the next ten years for the variety of careers available for graduates of this program far outpace completions in Louisiana. For every graduate of a chemistry-related degree in Louisiana, there are approximately seven openings available annually, and as this is a flexible degree program, students may fall into occupations outside the usual affiliation with chemistry, thus increasing the annual job openings available.

Projected enrollment is modestly set at 25 students increasing to 200 in Year 4 based on peer institutions' enrollment in similar BA programs and a small subset of current enrollment in the BS in Chemistry program - isolating for concentrations and specializations that are more akin to the BA program.

3. Review of Business Plan

The BA in Chemistry will reside in the Chemistry Department within the College of Science. It will complement the currently existing BS in Chemistry. The proposed BA in Chemistry with Chemistry Concentration will serve as the parent degree track. It will be accompanied by two additional concentrations: Pre-Health and Secondary Education. The Pre-Health concentration is designed for students who will pursue advanced degrees in the health professional fields, such as MD, PharmD, DDS, DO, etc. The Secondary Education concentration prepares students who plan to become chemistry teachers at the secondary education level.

4. Fiscal Impact

No additional funds are needed to start up the program as all courses required for the program are taught routinely by current faculty. As the BA program grows, the dept will hire new faculty and teaching assistants - projected around Year 3. Based on enrollment, anticipated new revenue from student enrollment will start at \$300,000, increasing to \$2.4 million. This revenue will be more than enough to cover the expenses of adding two new faculty and four graduate assistants in Year 3 and beyond.

5. Description of Competitive Process

N/A

6. Review of Legal Documents

N/A

7. Parties of Interest

N/A

8. Related Transactions

N/A

9. Conflicts of Interest

N/A

10. Attachments

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to establish the Bachelor of Arts in Chemistry.



Board of Supervisors

Request from LSU Health Sciences Center – New Orleans to Establish the Undergraduate Certificate in Categorical Medical Laboratory Sciences

Date: December 9, 2022

1. Bylaw Citation

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 Health Sciences Center – New Orleans requests establishment of an undergraduate certificate in Categorical Medical Laboratory Science to replace the current non-degree seeking certificate program. This certificate program offers a path to national certification in a specialized category of medical laboratory science (Microbiology, Chemistry, Immunohematology, Hematology, and Chematology).

The Department of Medical Laboratory Science at LSU HSC-New Orleans has offered a bachelor's degree in this area for over 30 years. A bachelor's degree is required to sit for board certification in the field of Medical Laboratory Science (MLS). This certificate program would allow an individual that already possesses a BS degree to obtain the necessary coursework to sit for the national certification exam in a single category/categories of the MLS profession, allowing the student to be certified and licensed in a single discipline.

Currently the hospital and medical laboratories across the country are experiencing extreme shortages of qualified laboratory personnel. This structured program helps to fulfill a void in creating a path for national certification for a student that is unable to attend our full-time program due to a variety of reasons –financial, employment, or other home obligations. Furthermore, the LSU HSC- New Orleans MLS Advisory Board met with affiliate hospitals and practitioners around the region, who have expressed a dire need for this certificate.

Based on the immediate enrollment of students upon the non-degreed certificate's creation, LSU HSC-New Orleans projects enrollment in four students in year 1, increasing to six students in year 4. Students can complete this program within one year, so graduation rates mimic these enrollment numbers.

Review of Business Plan

The undergraduate certificate will be housed in the Department of Medical Laboratory Science at LSU HSC- New Orleans. This is a currently existing program that will now be a degreed credential.

4. Fiscal Impact

No additional funds are needed to start up the program as all courses required for the program are taught routinely by current faculty.

5. Description of Competitive Process

N/A

6. Review of Legal Documents

N/A

7. Parties of Interest

N/A

8. Related Transactions

N/A

9. Conflicts of Interest

N/A

10. Attachments

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Health Sciences Center - New Orleans to Establish the Undergraduate Certificate in Categorical Medical Laboratory Science.



Board of Supervisors

Request from LSU Alexandria to Name the Martin Family Student Success Center

Date: December 9, 2022

1. Bylaw Citation

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

- N. 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.

2. Summary of Matter

The Martin Family is committed to supporting organizations within the communities they work and live. A timber industry pioneer and family patriarch Roy O. Martin, Sr., began the family's first business with a small sawmill in Alexandria, Louisiana, in 1923. Today, they are one of the several wholly owned, professionally managed subsidiaries of Martin Sustainable Resources L.L.C., a mid-sized equity investment company privately held by multiple generations of the Martin family with a passionate commitment to sustainability.

Members of the Martin Family have been strong supporters of LSU of Alexandria for many years. Once the LSUA Foundation was formed in the early 90's, their gifts have been used to establish endowed scholarships and professorships, along with supporting many initiatives and projects throughout the years. One of their earliest recorded commitments of \$10,000 set the stage for several decades of giving and facilitating other gifts that now total well into the millions of dollars. Some of these initiatives include the LSUA Foundation Gala, the LSUA Student Food Pantry, the Emergency Student Aid Fund, LSUA Athletics, the EPPS House restoration, and our SPERO program for students with intellectual disabilities. In addition to their financial support, many Martin family members have served, and continue to serve, on the LSUA Foundation Board of Directors.

Most recently, the Martin Family has led and supported LSUA's public/private partnerships for the CENLA Nurses for the Future and the CENLA Accountants for the Future. The Martin's assistance to LSUA in helping the University address workforce needs and demands is invaluable. The Nurses for the Future campaign resulted in over \$450,000 in total donations in support of the LSUA School of Nursing and its commitment to address the nursing shortage in central Louisiana. After this successful public/private funding model, Roy O. Martin, III, applied the same concept to address the shortage of accountants in the region. Under his leadership, this initiative has now brought in \$470,000 to directly support additional faculty in the LSUA College of Business. The Martin Family's generous and continuous support is greatly appreciated across all areas of our campus.

As a part of the Fierce for LSU capital campaign, and more specifically, the Fierce for LSUA Campaign, the campaign in place for raising private match funds for the much-needed LSUA Student Success Center, the Martin Family once again held true to their commitment to LSUA,

and the educational needs of CENLA. Their contribution of \$2,000,000 allowed LSUA to reach its goal of 5 million in private funding to match state dollars. This singular contribution was the largest of the campaign and one of the top gifts in LSUA's history. The LSUA student success center will house recruiting, admissions, financial aid, advising, first-year experience, and career development for job placement - this building is a crucial need to the ever-growing, ever-changing student population.

In recognition and appreciation of this donation and unwavering support of LSUA, the LSUA Foundation, in conjunction with the University, requests the naming of the new Student Success Center to be the "Martin Family Student Success Center." This request has been approved by the LSUA Senior Leadership Team, the LSUA Provost, and the Chancellor.

3. Review of Business Plan

N/A

4. Fiscal Impact

N/A

5. Description of Competitive Process

N/A

6. Review of Legal Documents

A memo from Chancellor Paul Coreil and the donor agreement is on file in the Office of Academic Affairs.

7. Parties of Interest

N/A

8. Related Transactions

N/A

9. Conflicts of Interest

N/A

10. Attachments

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Alexandria to Name the Martin Family Student Success Center.



Board of Supervisors

Request to Name the LSU School of Education for Lutrill and Pearl Payne

Date: December 9, 2022

1. Bylaw Citation

Pursuant to Article X, Section 2 of the Board Regulations

Section 2. Naming of Units and Programs

Naming of colleges, departments, centers, institutes, major units, service centers, and other programs for a person, people, or organization shall be approved by the Board.

2. Summary of Matter

From 1860 to 1899, LSU was a strictly segregated educational institution intended to service White students. After the Spanish-American War, the University admitted international students from newly acquired territories followed by Asian students. However, African Americans were strictly barred from entry.

The *Plessy v. Ferguson* U.S. Supreme Court ruling in 1896 allowed for separate accommodation of races if equal provisions were provided for Whites and non-Whites. For African Americans choosing to pursue degrees in fields not offered by Black-serving institutions in Louisiana, the state government paid their expenses to attend programs in other states.

In 1950, Roy O. Wilson of Union Parish applied to the LSU Law School and was denied admission. His attorney, A. P. Tureaud Sr., made the claim that no state-funded law school existed in the state and Wilson should be admitted. A federal court ruled in Wilson's favor and he was admitted, though his admission was later contested by LSU due to a discrepancy in Wilson's academic record.

In 1951, another Union Parish native, Lutrill Payne, sued for admission to graduate program in agricultural education. In the 1930s, Payne graduated from Grambling, moved to Natchitoches, married a teacher named Pearl, and had started a family before entering military service for World War II. A. P. Tureaud, Sr., filed suit in federal court on Payne's behalf, and after a very short trial, Payne won the case and was admitted for the summer 1951 term. On June 14, 1951, Payne sent a telegram to his wife reporting "Registration completed all is well," which was widely reported in national media. It was

also share that he was assigned a dorm room and he had a Post Office box at the University Station.

Mr. Payne was the first African American to matriculate at the University. The University archives do not indicate Mr. Payne received a credential for his work though publicly available records show a 'report card' with passing grades. By September 1951, six more African American students had earned admission to graduate and professional programs.

In 1952, Mrs. Payne enrolled in the Graduate School to pursue a master's of education. She commuted from Natchitoches to Baton Rouge weekly to attend classes. In 1953, Mrs. Pearl Payne became the first African American woman to earn a degree at LSU.

For their contributions as trailblazers, both joint name of Lutrill and Pearl Payne is being proposed for the LSU School of Education, the graduate program both Paynes attended.

3. Review of Business Plan

N/A

4. Fiscal Impact

None.

5. Description of Competitive Process

None.

6. Review of Legal Documents

None.

7. Parties of Interest

N/A

8. Related Transactions

N/A

9. Conflicts of Interest

None.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (the "Board") does hereby rename the LSU School of Education as the Lutrill and Pearl Payne School of Education.



Board of Supervisors

Request to Name the LSU Graduate School for Dr. Pinkie Gordon Lane

Date: December 9, 2022

1. Bylaw Citation

Pursuant to Article X, Section 2 of the Board Regulations

Section 2. Naming of Units and Programs

Naming of colleges, departments, centers, institutes, major units, service centers, and other programs for a person, people, or organization shall be approved by the Board.

2. Summary of Matter

Pinkie Gordon Lane was born January 13, 1923, in Philadelphia, Pennsylvania. She was the youngest child of William and Inez Gordon and their only child of four to survive infancy. Lane attended the Philadelphia School for Girls, graduating in 1940 and shortly after obtained a job in a sewing factory. She would hold this job for the entirety of the time America was engaged in World War II. In 1945, she enrolled in Spelman College in Atlanta, Georgia and graduated *magna cum laude* with a B.A. in English in 1949. Upon graduation, she taught high school English for six years across schools in Georgia and Florida. Lane pursued a Master's in English from Atlanta University in 1956. After receiving her masters, she accepted her first college instructor position at Leland College in Baker, Louisiana. She remained in that post until she joined the English Department at Southern University in 1959. While teaching at Southern, Lane enrolled at LSU and became the first African American woman to earn a doctoral degree in 1967 in English. Lane was appointed Southern's first woman English Department Chair in 1974 and served in that role until her retirement in 1986.

Dr. Lane was not only known for her work as an educator. She was a poet and author, expressing her feelings as a Black woman through her writings promoting a positive image for fellow Black poets. Her first volume of poems titled *Wind Thoughts* was published in 1972, shortly after her husband's passing, including poems reflecting her time working towards her doctoral degree. Her second volume of poems, *The Mystic Female*, was published in 1978. This work led Lane's national audience to grow and the following year, her work was nominated for a Pulitzer Prize in 1979. Her contributions, publications, and skills as a poet led her Governor Buddy

Roemer to appoint her as Louisiana's first Black Poet Laureate in 1989. This put her among the ranks of Jean McGivney Boese, the Laureate before who also served as the first woman on the Alexandria Civil Service Commission. She was then presented with the NAACP Image Award in 1990.

Dr. Lane was a pioneer in her field. Her work educating youth, her dedication to furthering her own education, no matter the odds, and her contributions to American literature and poetry, embodies the message of Scholarship First and the spirit of graduate studies. In memory of her example and in her area of interest, it is recommended that the Graduate School be named for Dr. Lane.

3. Review of Business Plan

N/A

4. Fiscal Impact

None.

5. Description of Competitive Process

None.

6. Review of Legal Documents

None.

7. Parties of Interest

N/A

8. Related Transactions

N/A

9. Conflicts of Interest

None.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (the "Board") does hereby approve the naming of the LSU Graduate School as the Dr. Pinkie Gordon Lane Graduate School.



Board of Supervisors

Request to Name the Art & Design Building for Julian T. White

Date: December 9, 2022

1. Bylaw Citation

Pursuant to Article X, Section 2 of the Board Regulations

Section 2. Naming of Units and Programs

Naming of colleges, departments, centers, institutes, major units, service centers, and other programs for a person, people, or organization shall be approved by the Board.

2. Summary of Matter

Julian Thaddeus White was born August 12, 1937, in Alexandria, La. On a visit to campus when he was only 9 years old, he told his grandmother that he would one day attend LSU and his grandmother responded it was impossible since he wouldn't have been admitted at the time. White attended the University of Illinois Urbana-Champaign, where he received his undergraduate and graduate degrees in architecture. In 1961, after completing his bachelors, Professor White took his architecture license examination held on LSU's campus. He was forced to take his examination in a separate room from the other students who were all white males. This same room would go on to be his office for many years once he returned to be a faculty member. Upon passing his examination, he became the second black licensed architect in Louisiana, after Ferdinand Lucien Rousseve, who received his license in 1933, almost 30 years prior.

After receiving his license in 1961, White worked at Southern University and began his own practice as an architect. While doing so, he returned to the University of Illinois to complete a master's program in architecture. After receiving this degree in 1964, he became a visiting professor for the Tuskegee Institute. He continued serving as visiting Professor while also working for the Houston-based renowned architectural firm Caudill, Rowlett & Scott from 1967-1970. After 10 years of traveling back and forth for educational and career growth, he accepted a position as an architecture faculty member at LSU, making him the first African American at the university.

White retired from LSU in 2003 after serving 33 years at the University and passed away from cancer only 8 years later.

Professor White is remembered fondly by his students. Architect Ken Tipton led fund drive for a scholarship in White's name. Architect Kasia Gallo named a child for White. At the request of the Architecture Department and its alumni, the LSU Board of Supervisors approved the naming of Art & Design Building's atrium for White in 2017. In 2020, a three-story mural of White was hoisted into the atrium, and the work was funded by former students.

For his contributions as the first African American professor at LSU, his long career as a professor, the respect he inured from his students, and the honors given by his professional societies, it is being recommended that honorific naming for Julian T. White be affixed as the permanent name of the entire building.

3. Review of Business Plan

N/A

4. Fiscal Impact

None.

5. Description of Competitive Process

None.

6. Review of Legal Documents

None.

7. Parties of Interest

N/A

8. Related Transactions

N/A

9. Conflicts of Interest

None.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (the "Board") does hereby approve the naming of the Art & Design Building for Julian White, and hereafter the facility shall be titled Julian T. White Hall.



Board of Supervisors

Request from LSU A&M to Dissolve the School of Collaborative Academic Programs

Date: December 9, 2022

1. Bylaw Citation

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 School of Collaborative Academic Programs at LSU A&M was established in October 2019 as a pilot program to bridge faculty expertise across disciplines, providing students with cross-disciplinary and innovative degree program offerings.

The School was housed in the Office of Academic Affairs, operated under the executive leadership of three academic deans, chosen on a rotating basis. After three years, the School had not established any new interdisciplinary degree programs.

As this was a pilot program, it was determined that resources could be better used by considering opportunities for efficiency in moving the institution's academic mission forward.

3. Review of Business Plan

N/A

4. Fiscal Impact

N/A

5. Description of Competitive Process

N/A

6. Review of Legal Documents

N/A

7. Parties of Interest

N/A

8. Related Transactions

N/A

9. Conflicts of Interest

N/A

10. Attachments

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to dissolve the School of Collaborative Academic Programs.



Board of Supervisors

Request from LSU Health Sciences Center – Shreveport to Establish the Noel Foundation Leitz Endowed Professorship in Parkinson’s Disease Research

Date: December 9, 2022

1. Bylaw Citation

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

- N. 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.

2. Summary of Matter

The LSU Health Sciences Foundation in Shreveport has received a \$100,000 gift from the Noel Foundation, Inc. honoring Dr. Robert C. Leitz, III in Parkinson’s Disease Research. With this gift, LSUHSC-Shreveport will create the Noel Foundation Leitz Endowed Professorship in Parkinson’s Disease Research. No Board of Regents matching funds are being requested.

Building a competitive research program by investing in talented faculty educators is a priority of the Center for Brain Health at LSUHSC-Shreveport. In support of this vision, the endowed professorship will facilitate the recruitment, research productivity, and professional development of a faculty member in the Department of Neurology and Center for Brain Health. This faculty member will pursue initiatives that promote the latest advances in Parkinson’s Disease research. Faculty members who possess a well-defined academic history of service and scholarship strengthen the reputation of LSUHSC-Shreveport and attract other successful faculty and qualified students. This endowment will augment the research program.

3. Review of Business Plan

N/A

4. Fiscal Impact

N/A

5. Description of Competitive Process

N/A

6. Review of Legal Documents

The donor agreement is on file at the LSU Health Sciences Foundation, and a memo of support from the interim chancellor is on file in the Office of Academic Affairs.

7. Parties of Interest

N/A

8. Related Transactions

N/A

9. Conflicts of Interest

N/A

10. Attachments

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Health Sciences Center - Shreveport to Establish the Noel Foundation Leitz Endowed Professorship in Parkinson's Disease Research.



Board of Supervisors

Request from LSU A&M to Augment the Dr. Shirley C. Tucker Endowed Chair in Lichenology

Date: December 9, 2022

1. Bylaw Citation

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

N. 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.

2. Summary of Matter

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

LSU A&M is requesting approval to Augment One Endowed Chair based on the donations listed:

Dr. Shirley C. Tucker Chair in Lichenology - \$1,800,000

The Board of Supervisors previously approved the establishment of the Dr. Shirley C. Tucker Chair in Lichenology based on donations totaling \$1,200,000. Formal establishment is now being sought for the augmented Dr. Shirley C. Tucker Chair in Lichenology based on additional donations of \$600,000, for combined total donations of \$1,800,000.

3. Review of Business Plan

N/A

4. Fiscal Impact

N/A

5. Description of Competitive Process

N/A

6. Review of Legal Documents

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

7. Parties of Interest

N/A

8. Related Transactions

N/A

9. Conflicts of Interest

N/A

10. Attachments

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to Augment the Dr. Shirley C. Tucker Endowed Chair in Lichenology.

BE IT FURTHER RESOLVED that the President is hereby authorized to execute any documents required to obtain the matching gift and otherwise complete the augmentation of the Dr. Shirley C. Tucker Chair in Lichenology.



Board of Supervisors

Request from LSU A&M to Augment Five Endowed Superior Graduate Student Scholarships

Date: December 9, 2022

1. Bylaw Citation

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

- N. 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.

2. Summary of Matter

The Board of Regents Support Fund (BoRSF) Endowed Superior Graduate Student Scholarships Subprogram matches non-State contributions of at least \$60,000 with \$40,000 from the BoRSF to create endowed scholarships to support graduate and first professional degree 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 Endowed Superior Graduate Student Scholarships that qualify for BoRSF matching funds. LSU A&M is requesting approval to augment five Endowed Superior Graduate Student Scholarships based on the donations listed:

- A.K. and Shirley Barton Superior Graduate Student Scholarship in Engineering - \$120,000
The Board of Supervisors previously approved the establishment of the A. K. and Shirley Barton Superior Graduate Student Scholarship in Engineering based on donations totaling \$60,000. Formal establishment is now being sought for the augmented A. K. and Shirley Barton Superior Graduate Student Scholarship in Engineering based on additional donations of \$60,000, for combined total donations of \$120,000.
- George and Clare Hart Superior Graduate Student Scholarship - \$180,000
The Board of Supervisors previously approved the establishment of the George and Clare Hart Superior Graduate Student Scholarship based on donations totaling \$60,000. Formal establishment is now being sought for the augmented George and Clare Hart Superior Graduate Student Scholarship based on additional donations of \$120,000, for combined total donations of \$180,000.
- Adah Proctor Sturgis Graduate Scholarship in Chemistry and Biochemistry - \$180,000
The Board of Supervisors previously approved the establishment of the Adah Proctor Sturgis Graduate Scholarship in Chemistry and Biochemistry based on donations totaling \$60,000. Formal establishment is now being sought for the augmented Adah Proctor

Sturgis Graduate Scholarship in Chemistry and Biochemistry based on additional donations of \$120,000, for combined total donations of \$180,000.

- Jill and Roger Jenkins Scholarships for Mike the Tiger's Caregivers - \$120,000
The Board of Supervisors previously approved the establishment of the Jill and Roger Jenkins Scholarships for Mike the Tiger's Caregivers based on donations totaling \$60,000. Formal establishment is now being sought for the augmented Jill and Roger Jenkins Scholarships for Mike the Tiger's Caregivers on additional donations of \$60,000, for combined total donations of \$120,000.
- A.B. Freeman Scholarship - \$420,000
The Board of Supervisors previously approved the establishment of the A. B. Freeman Scholarship based on donations totaling \$180,000. Formal establishment is now being sought for the augmented A. B. Freeman Scholarship on additional donations of \$240,000, for combined total donations of \$420,000.

3. Review of Business Plan

N/A

4. Fiscal Impact

N/A

5. Description of Competitive Process

N/A

6. Review of Legal Documents

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

7. Parties of Interest

N/A

8. Related Transactions

N/A

9. Conflicts of Interest

N/A

10. Attachments

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to Augment Five Endowed Superior Graduate Student Scholarships.

BE IT FURTHER RESOLVED that the President is hereby authorized to execute any documents required to obtain the matching gift and otherwise complete the augmentation of the Five Endowed Superior Graduate Scholarships.



Board of Supervisors

Request from LSU A&M to Establish Two Endowed Superior Graduate Student Scholarships

Date: December 9, 2022

1. Bylaw Citation

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

- N. 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.

2. Summary of Matter

The Board of Regents Support Fund (BoRSF) Endowed Superior Graduate Student Scholarships Subprogram matches non-State contributions of at least \$60,000 with \$40,000 from the BoRSF to create endowed scholarships to support graduate and first professional degree 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 Endowed Superior Graduate Student Scholarships that qualify for BoRSF matching funds. LSU A&M is requesting approval to establish two new Endowed Superior Graduate Student Scholarships based on the donations listed:

- Charles M. Smith Endowed Superior Graduate Scholarship in Medical Physics #2- \$120,000
The Board of Supervisors previously approved the establishment of the Charles M. Smith Endowed Superior Graduate Scholarship in Medical Physics based on donations totaling \$600,000. \$480,000 was matched in FY2022 by the Board of Regents. Formal establishment is now being sought for the Charles M. Smith Endowed Superior Graduate Scholarship in Medical Physics #2 based on remaining donations of \$120,000.
- Lance and Maggie Olinde Superior Graduate Scholarship in the School of Education - \$60,000
The Lance and Maggie Olinde Superior Graduate Scholarship in the School of Education shall benefit full-time graduate students enrolled in the College of Human Sciences and Education, majoring in a degree program in the School of Education, who have a cumulative 3.0 GPA. Financial need may be a consideration.

3. Review of Business Plan

N/A

4. Fiscal Impact

N/A

5. Description of Competitive Process

N/A

6. Review of Legal Documents

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

7. Parties of Interest

N/A

8. Related Transactions

N/A

9. Conflicts of Interest

N/A

10. Attachments

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to Establish Two Endowed Superior Graduate Student Scholarships.

BE IT FURTHER RESOLVED that the President is hereby authorized to execute any documents required to obtain the matching gift and otherwise complete the establishment of the Two Endowed Superior Graduate Scholarships.



Board of Supervisors

Request from LSU A&M to Offer the MS in Finance 100% Online

Date: December 9, 2022

1. Bylaw Citation

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 E.J. Ourso College of Business at LSU A&M would like to offer their currently established MS in Finance program in an additional online modality. The anticipated launch date for the online degree is Fall 2023.

The Master of Science in Finance program provides students with the analytical and communication skills necessary for effective financial decision-making through the application of financial theory and quantitative techniques. With ever-increasing financial globalization and competition for employment in the financial sector, professionals must build a solid foundation to prepare for the increasingly complex world of finance. This challenging advanced degree prepares participants to become leaders in a rewarding and dynamic field.

3. Review of Business Plan

N/A

4. Fiscal Impact

Offering the MS in Finance online is expected to increase revenue from additional student enrollment from a different market - the national market.

5. Description of Competitive Process

N/A

6. Review of Legal Documents

N/A

7. Parties of Interest

N/A

8. Related Transactions

N/A

9. Conflicts of Interest

N/A

10. Attachments

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to offer the MS in Finance 100% Online.



Board of Supervisors

Request from LSU Eunice to Reaffirm the LSUE Mission

Date: December 9, 2022

1. Bylaw Citation

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

Per SACSCOC Standard 4.2 (Mission Review), all institutional mission statements must be reviewed and reaffirmed regularly (every 5 years) by the respective management board. LSU Eunice's next SACSCOC Reaffirmation is scheduled for March 2024.

LSU Eunice requests review and reaffirmation of their mission statement.

Mission Statement:

Louisiana State University Eunice, a campus of Louisiana State University, is a comprehensive, open admissions institution of higher education. LSUE is dedicated to high quality, low-cost education and is committed to academic excellence and the dignity and worth of the individual. To this end, Louisiana State University Eunice offers associate degrees, technical diplomas, certificates, and continuing education programs as well as transfer curricula. Its curricula span the liberal arts, sciences, business and technology, pre-professional, and professional areas for the benefit of a diverse population. All who can benefit from its resources deserve the opportunity to pursue the goal of lifelong learning and to expand their knowledge and skills at 1.SU Eunice.

3. Review of Business Plan

A memo from the Chancellor of LSU Eunice is on file at the LSU Office of Academic Affairs.

4. Fiscal Impact

N/A

5. Description of Competitive Process

N/A

6. Review of Legal Documents

N/A

7. Parties of Interest

N/A

8. Related Transactions

N/A

9. Conflicts of Interest

N/A

10. Attachments

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Eunice to Reaffirm the LSUE Mission.



Board of Supervisors

Request from LSU Alexandria to Revise the LSUA Mission

Date: December 9, 2022

1. Bylaw Citation

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

Per SACSCOC Standard 4.2 (Mission Review), all institutional mission statements must be reviewed and reaffirmed regularly (every 5 years) by the respective management board. LSU Alexandria's next SACSCOC Reaffirmation is scheduled for June 2025. The site visit will occur September 2024.

LSU Alexandria requests review and affirmation of their newly revised mission statement. The mission statement was developed last year as part of the university's 2021-2026 strategic plan.

Mission Statement:

LSU of Alexandria is committed to providing undergraduate students the education, skills, development, and other resources needed to establish the foundation for their future success. We create a welcoming environment that includes critical thinking, experiential learning, civic engagement, and community partnerships.

3. Review of Business Plan

A memo from the Chancellor of LSU Alexandria is on file at the LSU Office of Academic Affairs.

4. Fiscal Impact

N/A

5. Description of Competitive Process

N/A

6. Review of Legal Documents

N/A

7. Parties of Interest

N/A

8. Related Transactions

N/A

9. Conflicts of Interest

N/A

10. Attachments

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Alexandria to Revise the LSUA Mission.



Board of Supervisors

Request from LSU Alexandria to Establish the Alexandria Business Foundation (ABF) Endowed Chair in Accounting

Date: December 9, 2022

1. Bylaw Citation

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

N. 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.

2. Summary of Matter

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

A. Alexandria Business Foundation (ABF) Endowed Chair in Accounting - \$600,000

The ABF Endowed Chair in Accounting will assist the College of Business to recruit and retain a prominent accounting faculty member and enhance the reputation, visibility, and prestige of the accounting program at LSUA. Consistent with the mission of the University, the Endowed Chair holder will focus his/her attention on teaching, practical/applied research, and community engagement that has a significant impact on the community, region, and country. The holder of the Chair will be a nationally recognized faculty member and innovator in the field of accounting.

3. Review of Business Plan

Not applicable

4. Fiscal Impact

Not applicable

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

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

7. Parties of Interest

Not applicable

8. Related Transactions

Not applicable

9. Conflicts of Interest

Not applicable

10. Attachments

Not applicable.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Alexandria to Establish the Alexandria Business Foundation Endowed Chair in Accounting.

BE IT FURTHER RESOLVED that the President is hereby authorized to execute any documents required to obtain the matching gift and otherwise complete the establishment of the Alexandria Business Foundation Endowed Chair in Accounting.



Board of Supervisors

PROPERTY AND FACILITIES COMMITTEE



Board of Supervisors

Request from LSU Health New Orleans to Authorize the President to Determine an Acceptable University Purpose for the Lease of Immovable Property by the LSU Healthcare Network in New Orleans

Date: December 9, 2022

1. Bylaw Citation

Pursuant to Article VII, Section 1

- E. Lease of Immovable Property
- J.2. Cooperative Endeavor Agreements

Pursuant to the Uniform Affiliation Agreement between LSU and the LSU Healthcare Network:

VI.B.1. Leasing immovable property for use as a clinic or other healthcare facility

2. Summary of Matter

In order to further the educational mission of LSUHSC-NO and to assist LSUHSC-NO in supplementing its existing clinical training sites, the LSU Healthcare Network (“LSUHN”) desires to use currently unutilized space in the LSUHSC-NO Seton to operate medical clinics for the benefit of the students, staff and faculty of LSUHSC-NO and other community patients.

Such new clinics will be of great benefit to LSUHSC-NO and to LSU because such clinics will provide training sites for LSUHSC-NO students and will provide faculty, staff and students of LSUHSC-NO with access to medical care on campus.

In addition, such new clinics will be of great benefit to LSUHSC-NO and to LSU because such clinics will enhance the overall wellness and wellbeing of the LSUHSC-NO community, thereby increasing morale and productivity and general workplace satisfaction.

Because the facilities being leased to LSUHN under the proposed CEA will be used partially to provide services to private patients and partially to advance the mission of LSUHSC-NO, which includes ensuring that private, indigent patients have access to high quality medical care, the lease is being structured as a Cooperative Endeavor Agreement (“CEA”). Part of the value that LSUHN is providing comes in the form of advancing that LSUHSC-NO mission by providing services to the public, rather than a direct monetary payment to LSUHSC-NO.

This CEA structure will simplify the contractual arrangement between LSUHSC-NO and LSUHN regarding use of Seton Hall. Currently, LSU leases some space to LSUHN, while other space is leased to other tenants and still more space is simply vacant, and has been so for years. Under the CEA arrangement, the actual amount of space used by LSUHN can expand or contract based on the needs of LSUHSC-NO, other LSUHSC-NO tenants, and LSUHN for the space. The rental amount will stay the same regardless of the amount of space occupied, though the value of the services provided in furtherance of the LSUHSC-NO will increase along with any increased use

of space. Under the CEA, LSUHN will make capital improvements into the space it occupies in Seton Hall, which improvements will revert to LSU ownership upon termination of the CEA.

3. Review of Business Plan

LSUHN will pay a flat amount of rent in return for all space it uses in Seton Hall. The dollar amount paid is less than the estimated fair market value of the space, but more than is currently being paid by LSUHN for the space occupied under its current lease. The remainder of the value of the property will be provided by LSUHN in the form of providing services to the public in furtherance of the academic and community service missions of LSUHSC-NO, including but not limited to providing access to additional patients as well as improving access to Primary and Specialty Care in the mid-city area, which is a currently underserved community for medical care. LSUHSC-NO estimates that the value that will be provided by LSUHN towards fulfilling these LSUHSC-NO missions, combined with the rental payments, will equal or exceed the fair market value of the space used by LSUHN.

Currently, LSUHN leases space from LCMC in an existing medical clinic on the Touro campus (St Charles Multispecialty). Specialties already practicing in that clinical space include primary care and medicine specialties (general surgery, nephrology, endocrinology). With the CEA, LSUHN will shift this clinical activity to the Seton building, embedding the clinical space with the providers already housed in the Seton building (under the existing lease). This space has been vacant for many years since the privatization of the public hospitals, due to the inability to reach agreement on its clinical use between LSUHSC-NO and LSUHN. As a result, LSUHSC-NO has neither student nor employee health services located on its downtown campus.

The vision of the LSUHN for the Seton building is to operate a robust primary care clinic that will accommodate student and employee health in addition to its existing patient population. The remaining floors of Seton that are already under lease by the LSUHN would continue to operate as specialty services and behavioral health that will also benefit students and employees. The enterprise would also meet the accreditation requirements of multiple accrediting bodies such as SACS and LCME.

The floor into which the LSUHN is currently desirous of expanding in the Seton building is largely ready for occupancy, needing only minor cosmetic changes and renovation. LSUHN will undergo these renovations with approval by LSUHSC-NO facilities management and in keeping with the UAA and LSUHN's procurement policies.

4. Fiscal Impact

- LSUHN will enter into this agreement at an annual cost of \$ 250,000, including a 2% annual escalator, for a term of five (5) years
- This agreement will replace the existing lease agreement between LSUHSC-NO and LSUHN, currently valued at \$ 191,977 per year
- LSUHN maintains independent insurance coverage, which is not through the State of Louisiana or the Office of Risk Management.
- LSUHN currently maintains liability insurance on its leased facilities and will include this ambulatory clinic in its property and casualty insurance

- LSUHN will make certain capital improvements in the facilities, which will revert to LSU ownership upon termination of the CEA.

5. Description of Competitive Process

Not applicable. While the space has value to both LSUHSC-NO and LSUHN, it is not very marketable to its age, condition and location.

6. Review of Legal Documents

Appropriate legal documents will be developed and reviewed by LSUHSC-NO and LSUHN Lead Counsel.

7. Parties of Interest

Board of Supervisors of Louisiana State University and Agricultural and Mechanical College,
LSU Health Sciences Center - New Orleans (LSUHSC-NO)
LSU Healthcare Network (LSUHN)

8. Related Transactions

Termination of existing lease as this agreement would supersede that agreement.

9. Conflicts of Interest

None.

10. Attachments

1. Existing Seton building lease
2. Draft CEA

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Louisiana state University and Agricultural and Mechanical College hereby determines that an Acceptable University Purpose exists for LSU Healthcare Network to use portions of Seton Hall on the LSUHSC-NO campus for the purpose of operating ambulatory clinics for student, employee, and patient care.

BE IT FURTHER RESOLVED, that the President of Louisiana State University, or designee, is duly authorized by and empowered for and on behalf of and in the name of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College to execute a Cooperative Endeavor Agreement with LSU Healthcare Network for the use of portions of Seton Hall on the LSUHSC-NO campus, to terminate the existing lease with LSU Healthcare Network for portions of Seton Hall, and to include in such Agreement and such termination any and all provisions that the President deems to be in the best interests of the Board.

**LEASE AGREEMENT
FOR UNIVERSITY MEDICAL OFFICE BUILDING
(STATE ID# 09928)**

THIS LEASE AGREEMENT FOR UNIVERSITY MEDICAL OFFICE BUILDING (STATE ID# 09928) (herein "Agreement") is entered into effective as of the 24 day of March, 2017 (herein "Effective Date") for the purposes and on the terms stated herein, and is made by and between:

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (the "Board"), a public constitutional corporation organized and existing under the Constitution of the State of Louisiana of 1974 ("Louisiana Constitution"), herein represented by Dr. F. King Alexander, President of Louisiana State University, duly authorized by a resolution of the Board, a copy of which is attached hereto as Exhibit "A" and made a part hereof, with a principal office located at and a mailing address of Office of the President, Louisiana State University, 3810 W. Lakeshore Drive, Room 107, Baton Rouge, Louisiana, 70808, herein appearing for the benefit of the Louisiana State University Health Sciences Center – New Orleans (herein "LSUHSC-NO"); and

LOUISIANA STATE UNIVERSITY SCHOOL OF MEDICINE IN NEW ORLEANS FACULTY GROUP PRACTICE, A Louisiana Non-Profit Organization, doing business as the LSU Healthcare Network, a private Louisiana non-profit organization ("Network") herein represented by Steve Nelson, M.D., President of the Network, duly authorized by a resolution of its Board of Directors, a copy of which is attached hereto as Exhibit "B" and made a part hereof with a principal office located at, and a mailing address of 1542 Tulane Avenue, Suite 123-HCN, New Orleans, LA, 70112 (both Board and Network referred to herein as the "Party" or, collectively, the "Parties");

and provides as follows:

WITNESSETH

WHEREAS, Network is a private non-profit Louisiana corporation described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, whose tax exempt purpose is to support the mission and programs of LSUHSC-NO, a higher education institution under the management and supervision of Board;

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

WHEREAS, Network provides healthcare services to patients in various clinic sites in Louisiana, and has experience in and provides management, billing, collection and credentialing services to its healthcare professionals;

WHEREAS, Board is the owner of that certain structure known as University Medical Office Building ID# 09928 located on the campus of LSUHSC-NO in New Orleans, Louisiana, Site ID # 1-36-69 the locations of which structure and the associated parking area are reflected on Exhibit "C" (herein "University Medical Office Building");

WHEREAS, Network desires to use certain areas located on floors 5, 6 and 7 of the University Medical Office Building described herein as its practice location and to provide medical services to its patients therein;

WHEREAS, Network desires to construct improvements in the University Medical Office Building, all at Network's expense and in accordance with design standards established by the Board and/or LSUHSC-NO, and Board desires to grant Network limited rights of use and access in order to facilitate construction and operation pursuant to the terms of this Agreement;

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

WHEREAS, LSUHSC-NO and Network are separate and autonomous, and agree that all transactions conducted pursuant to this Agreement shall comply with applicable State and federal laws and regulations; and

WHEREAS, Board is the owner of a certain ground parking area located in close proximity to the University Medical Office Building, and more particularly reflected on Exhibit "C" hereto, and Board and Network desire for Network to use portions of the Ground Parking Lot during the Term of this Agreement.

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

**ARTICLE I.
DEFINITIONS**

The terms used in this Agreement shall, for all purposes of this Agreement, have the meanings specified below:

"Additional Rent" means that portion of the Rent payable pursuant to Section 2.2(e) hereof and 2.4 for expenditures by Board as set forth therein to the Leased Premises as initially leased pursuant to this Agreement and/or to the Leased Premises added by Addendum pursuant to Section 2.4 hereof.

"Agreement" means, in its entirety, this Lease Agreement for University Medical Office Building (State ID # 09928) for the lease of the Leased Premises for the construction and operation by the Network of its practice location and to provide medical services to its patients and the use of sixty (60) spaces in the Ground Parking Lot.

"Applicable Laws" means all laws, statutes, rules, regulations, zoning ordinances, resolutions and orders of any Governmental Authority applicable to the parties and substantially

affecting the ability of the parties to meet their obligations hereunder; provided, however, that this definition shall not be interpreted as waiving protections granted to any party against future laws impairing the obligations of contracts between the parties and/or any third parties.

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

“Board” means Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

“Business Day” means any day other than (i) a Saturday, (ii) a Sunday, or (iii) any other day on which the Board or LSUHSC-NO is closed.

“Common Areas” means the landscaped areas, the first floor lobby, entrance ways, hallways, elevators, fire stairs, restrooms and the areas designated by Board from time-to-time for common tenant use.

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

“Contractor” means the contractor or contractors selected by Network to construct the Improvements and their permitted successors and assigns.

“Donation Acceptance Requirements” means all events required to occur prior to acceptance by Board of the donation of the Improvements, including, but not limited to, (1) completion of all Work related to said Improvements; (2) completion of Punch List items required by the LSU Representative to be completed prior to donation to Board of the Improvements, or any phase thereof; (3) compliance with all LSUHSC-NO campus standards identified by the LSU Representative as applicable to said Improvements or any phase thereof; (4) compliance with all applicable code and Division of Administration, Facility Planning and Control requirements; (5) compliance with all administrative lease requirements identified by the LSU Representative as applicable to the donation of said Improvements or any phase thereof; (6) compliance with all requirements identified in writing by the University Construction Monitor to Network in response to a request from Network for acceptance of the donation of any Improvements; (7) delivery to the LSU Representative of either (i) a clear lien certificate as to the Work or phase of the Work, which certificate has been obtained from the Orleans Parish Clerk’s office, or (ii) evidence that any liens against the Improvements have been adequately bonded; and (8) final acceptance of all Work or a completed phase of the Work by Network and written approval by the LSU Representative that final acceptance has occurred.

“Effective Date” means the 24 day of March, 2017.

“Force Majeure” means any (a) act of God, lightning, hurricane, tornado, and other extraordinarily adverse and inclement weather, fire, explosion, flood, act of a public enemy, war,

insurrection, riot or civil disturbance; (b) labor dispute, strike, work slowdown or work stopped; and, (c) any other similar cause or similar event beyond the reasonable control of the Network.

"Ground Parking Lot" means that area more particularly described as "SQ 497 LOT HD2 GRAVIER 154 OVER 304 117 OVER 223", and reflected on Exhibit "C" hereto as "Parking Lot".

"Improvements" means any construction and renovations, other than Network Maintenance constructed by Network on the Leased Premises in accordance with the Plans and Specifications and the terms of this Agreement and made pursuant to Article V hereof.

"Initial Term" means the initial five (5) year term of this Agreement.

"Leased Premises" means those portions of the University Medical Office Building on Floors 5, 6 and 7 that are reflected as shaded and cross-hatched on Exhibit "D" attached hereto in globo and marked "Lease Area," containing approximately ELEVEN THOUSAND, FOUR HUNDRED ELEVEN (11,411) square feet and that are leased by Board to Network pursuant to this Agreement.

"LSUHSC-NO" means Louisiana State University Health Sciences Center – New Orleans.

"LSUHSC-NO Construction Monitor" means one or more persons designated and authorized in writing from time to time by the Chancellor of LSUHSC-NO or his designee to monitor Network's construction progress during the construction phase of the Work who shall be either a licensed architect or a licensed engineer. The initial University Construction Monitor shall be the LSUHSC-NO's Associate Vice Chancellor for Property and Facilities Management.

"LSU Representative" means the Associate Vice President, Facilities and Property Oversight for the Board or his/her designees.

"Network" means Louisiana State University School of Medicine in New Orleans Faculty Group Practice.

"Network Equipment" means that equipment owned and used by the Network in or on the Leased Premises.

"Network Maintenance" means the performance of any maintenance, repair or cosmetic changes made by Network at Network's sole expense for which: (1) neither LSU nor industry standards would require Network to engage an architect; and (2) neither industry standards nor Applicable Laws would require the issuance of a building permit.

"OFPC" means the Office of Facility Planning and Control within the Division of Administration for the State of Louisiana.

"Payment and Performance Bonds" means payment and performance bonds required in connection with performance of the Work and described in Section 5.1(d) of this Agreement.

“Permitted Use” means the renovation and use of the Leased Premises by Network for its primary practice location and for the provision of medical services to its patients.

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

“Punch List” means a list prepared by the Architect and approved by the LSUHSC-NO Construction Monitor and the LSU Representative, which sets forth those items of Work to be completed following Substantial Completion, prior to final acceptance.

“Renewal Term(s)” means one or more additional one (1) year terms as provided in Section 10.1.

“Rent” means the payments to be made by Network to LSUHSC-NO for the lease of the Leased Premises as set forth in Section 2.2 of this Agreement and the use of certain portions of the Ground Parking Lot.

"State" means the State of Louisiana.

“Substantial Completion” means the date or dates on which (a) the Architect has certified to Network that the Work (or, if approved by the LSUHSC-NO Construction Monitor and the LSU Representative, any portion of the Work) has been completed substantially in accordance with the Plans and Specifications, subject to customary punch list items remaining to be completed, (b) the LSUHSC-NO Construction Monitor and the LSU Representative have given written approval of the Architect's certificate, which approval shall not be unreasonably delayed, withheld or conditioned, and (c) governmental certificates and approvals required to allow beneficial use and occupancy of the Improvements have been obtained, including, but not limited to, a Certificate of Occupancy (whether temporary or final) and State Fire Marshal approval.

“Term” means the Initial Term and all Renewal Term(s).

"University Medical Office Building" means that certain structure designated as Building ID No. 09928, formerly known as "Seton Clinic." Located on the campus of LSUHSC-New Orleans in New Orleans, Louisiana, Site ID No. 1-36-69, which structure is reflected on Exhibit "C" hereto as "Seton Professional Building."

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

ARTICLE II. LEASE OF LEASED PREMISES AND RENT

Section 2.1 Lease. For and in consideration of payment of Rent as set forth in Section 2.2, Board hereby leases the Leased Premises to Network for the Term, and hereby grants to

Network such rights of use and access as are necessary for Network to perform the Work and conduct Permitted Use in the Leased Premises. The parties agree that the Leased Premises are leased to Network unfurnished.

Section 2.2 Rent. Network shall pay Rent to Board for the lease of the Leased Premises as follows:

A. FIFTEEN AND 50/100 DOLLARS (\$15.50) per square foot annually for the space in the Leased Premises for a total of ONE HUNDRED SEVENTY-SIX THOUSAND, EIGHT HUNDRED SIXTY-EIGHT AND NO/100 DOLLARS (\$176,868.00) per year.

B. Rent shall be due and payable in advance in twelve (12) equal monthly installments of FOURTEEN THOUSAND SEVEN HUNDRED THIRTY-NINE AND NO/100 DOLLARS (\$14,739.00) each, on the first day of every month to LSUHSC-NO, and delivered to the following location: Associate Vice Chancellor of Finance, LSU Health Sciences Center, 433 Bolivar Street, Suite 811, New Orleans, LA 70112.

C. The parties hereto agree that Board will credit Network an amount toward the payment of Rent equal to the documented amount of costs incurred and expenditures actually made by Network after the Effective Date of this Agreement for Improvements made pursuant to Plans and Specifications approved by the LSU Representative, and/or for Network Maintenance, not to exceed a total of THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) in credit. Said credit shall be granted on a dollar-per-dollar basis until the entirety of the THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) is reached or until this Agreement terminates, whichever occurs first.

D. After the conclusion of the Initial Term,, Rent shall be increased annually, effective as of the first day of each Renewal Term, (each, an "Adjustment Date") during the remainder of the Term to an amount equal to the product obtained by multiplying (x) the then-current Rent times (y) the CPI Fraction. (For purposes of determining the "CPI Fraction" the numerator shall be the CPI in effect as of the Adjustment Date, and the denominator shall be the CPI in effect as of the date which was one (1) year prior to the Adjustment Date). "CPI" shall mean the Consumer Price Index – United States City Average for all Items for All Urban Consumers (1982-1984=100), published monthly in the "Monthly Labor Review" of the Bureau of Labor Statistics of the United States Department of Labor.

E. In addition to the payment of Rent, Network shall pay to Board Additional Rent in the full sum of the documented amount of costs incurred and expenditures actually made by Board, prior to the Effective Date for repairs and cosmetic changes to the Leased Premises, as requested by Network and agreed to by Board. An invoice for the Additional Rent shall be sent by Board to Network and shall be due and payable within sixty (60) days of receipt thereof by Network.

Section 2.3 Furnishings. The lease of the Leased Premises in the University Medical Office Building does not include any furnishings or equipment.

Section 2.4 Additions to Leased Premises. Board and Network acknowledge that in the future it may be necessary to amend this Agreement to add square footage to the Leased Premises.

In the event that the parties hereto agree to amend the definition of Leased Premises to add to the Leased Premises, any contract adjustments, such as to the amount of square feet rented, shall be agreed to by the parties as a part of the Amendment. All additions to the Leased Premises shall be effected by addendum to this Agreement and may be approved on behalf of Board by the LSU Representative. The Rent to be paid by Network to Board for the additional square footage shall be at the then current rate for comparable space in the Leased Premises. In addition to the payment of Rent on any additional square footage added to the Leased Premises, Network shall pay to Board Additional Rent in the full sum of the documented amount of costs incurred and expenditures actually made by Board prior to the effective date of the Addendum adding additional square footage, which additional Rent shall be for repairs and cosmetic changes to the new areas of the Leased Premises, as requested by the Network, and agreed to by Board. An invoice for the Additional Rent shall be sent by Board to Network and shall be due and payable within sixty (60) days of receipt thereof by Network.

Section 2.5 Common Areas. Network will have the non-exclusive right, along with the other tenants of the University Medical Office Building and their employees and invitees, to use the landscaped areas, first floor lobby, entrance ways, hallways, elevators, fire stairs, restrooms and other areas designated from time-to-time by Board for common tenant use (herein the "Common Areas"). In using the Common Areas, Network will not impede the use of the Common Areas by other tenants, or by Board or LSUHSC-NO, and Network will use its best efforts to prevent its employees and invitees from loitering in the Common Areas or using the Common Areas for other than their intended purpose. Board will have exclusive control and management over the Common Areas and will have the right, from time-to-time, to establish rules and regulations with respect to the use of the Common Areas that do not materially hinder the regular business operations of Network in the Leased Premises, to close temporarily any portion of the Common Areas (provided reasonable access, to the extent not otherwise restricted by any Governmental Authority or as the result of *Force Majeure*, remains open at all times to the Leased Premises), and to increase, reduce, reconfigure, or change the Common Areas in any way Board determines to be necessary or desirable provided any such changes do not materially affect Network's access to the University Medical Office Building, access to parking, and ingress and egress to the Leased Premises or materially increase Network's costs of operating in the Leased Premises. Board will have no liability to Network by reason of any closure, increase, reduction, reconfiguring, or other change in the Common Areas that is performed in conformance with this Section.

Section 2.6 Parking. In addition to the Lease of the Leased Premises, as further consideration for the payment of Rent by Network to Board, Network shall have the right to utilize sixty (60) parking spaces in the Ground Parking Lot reflected as the "Parking Lot" on Exhibit "C" hereto.

ARTICLE III. AGREEMENT TO CONSTRUCT AND DONATE IMPROVEMENTS

Section 3.1 Improvements. Network may construct the Improvements in accordance with the Plans and Specifications at Network's sole cost and expense, and to donate the Improvements to Board after completion of the Work. It is estimated that the total cost of the Improvements, including both construction and design, will be approximately THREE

HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00), all of which cost and expense shall be paid by Network. The amount estimated for cost and expense may be increased with the written consent of Network and the LSU Representative, subject to the requirements of Subsections 5.1(a) and 5.1(j) hereof; provided, however, that any such increase shall not increase the total amount of credit toward the Rent set forth in Section 2.2(c) hereof.

**ARTICLE IV.
USE OF LEASED PREMISES**

Section 4.1 Permitted Use. Except with the prior, written consent of the LSU Representative, Network shall use the Leased Premises only for construction and use of the Improvements by Network as its primary practice location, and to provide medical services to its patients.

Section 4.2 Prohibited Uses. Network shall not use the Leased Premises for the sale, distribution, storage, transportation or handling of petroleum or other similar synthetic products. Network shall not make any use of the Leased Premises in violation of any Applicable Laws, and shall not permit any contamination or pollution on or about the Leased Premises or increase the fire or insurance hazard by any use thereof.

Section 4.3 Permits. Before beginning any Work on the Leased Premises, Network shall obtain any permits required by the State of Louisiana, the Parish of Orleans and the United States of America or any of their agencies, subdivisions, or departments and otherwise as required by Applicable Laws.

Section 4.4 Prior Approval. Network shall not install or otherwise place storage tanks in or on the Leased Premises without the LSU Representative's prior written consent which, in addition to any other conditions required by the LSU Representative, shall be subject to the condition that any such tanks shall be located on a concrete slab and shall be surrounded by a retaining wall that will retain the products stored in the tanks in the event of any spill, discharge, leak, overflow, or other release.

Section 4.5 Environmental. Except in conformity with applicable environmental laws and regulations, Network shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of, on or in the Leased Premises, the University Medical Office Building or the Ground Parking Lot (collectively the "Property") by Network, or by Network's agents, employees, contractors, customers, patients, permittees or invitees, other than those Hazardous Substances usually and customarily used in a normal medical office; provided that such Hazardous Substances are used, stored, generated, maintained, disposed, processed, produced or made in compliance with all Applicable Laws. Network shall dispose and remove of all Hazardous Substances and waste at its own expense, provided however, Board shall have the right to require that Network engage, at Network's expense, a contractor approved by Board to dispose of all Hazardous Substances and waste used, stored, generated or disposed of on the Leased Premises, the University Medical Office Building, or the Ground Parking Lot. If Hazardous Substances are used, stored, generated, or disposed of, on or in the Property during the Term of this Agreement or otherwise as a result of the action of Network or its agents, employees, representatives, contractors, customers, patients, permittees or invitees, Network shall indemnify and hold harmless the Board

from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the Property, or any neighboring lands or structures owned by Board, damages caused by losses or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant, and expert fees) arising during or after the Term and arising as a result of that use or contamination by Network or its agents, employees, representatives, contractors, customers, patients, permittees or invitee. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any clean-up, removal, or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the foregoing, if Network or its agents, employees, representatives, contractors, customers, patients, permittees or invitees, cause or permit the presence of any Hazardous Substance on the Property that results in contamination, Network shall promptly, at its sole expense, take any and all necessary actions to return the Property to the condition existing prior to the presence of any such Hazardous Substance on the Property. Network shall first obtain Board's approval for any such remedial action. As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive, and that is regulated by any local government, the State of Louisiana, or the United States Government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste", "extremely hazardous waste", or a "hazardous substance" pursuant to state, federal, or local government law. "Hazardous Substance" includes but is not restricted to asbestos, PCBs, or petroleum.

Notwithstanding any other provision of this Agreement, Network shall not be responsible for environmental contamination or pollution, if any, existing on the Property as of the Effective Date or migrating from off-site onto the Property either before, during, or after Network's occupancy.

ARTICLE V. CONSTRUCTION

Section 5.1 Improvements. At its sole cost and expense, Network shall construct the Improvements in a good and workmanlike manner, in accordance with the following provisions:

A. Plans and Specifications/Change Orders. At least thirty (30) days prior to commencement of construction of any Improvement, proposed final plans and specifications approved by the LSUHSC-NO Construction Monitor shall be delivered to the LSU Representative for his review. The LSU Representative shall approve or disapprove such proposed final plans and specifications in writing within thirty (30) days of receipt thereof. After approval by the LSU Representative, any change in work and materials relating to construction of the Improvements which either (1) materially alters the nature or quality of the Improvements and costs more than TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), or (2) materially alters the structure of University Medical Office Building and costs more than TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00), is subject to the prior review and approval of the LSU Representative, which approval shall not be unreasonably withheld, delayed or conditioned. Network shall notify the LSU Representative in writing of any such proposed changes in work or materials, and provide to the LSU Representative copies of the proposed changes, and the LSU Representative shall either approve or disapprove any such changes within seven (7) Business Days after receipt of such

notice from Network. If the LSU Representative fails to respond within such seven (7) day period, it shall be deemed that LSU disapproves such changes. Notification to the LSU Representative shall include copies of proposed change orders approved by the Contractor, the Architect, the Network and the LSUHSC-NO Construction Monitor, and shall further include sufficient information for the LSU Representative to make a determination whether to approve or disapprove such changes in the Work or materials. Complete copies of all final change orders shall be provided to the LSU Representative no later than the commencement of the Work represented by the change order, even if LSU Representative approval is not required. Changes in work or materials relating to construction of the Improvements not required to be submitted to the LSU Representative by this section shall be submitted in writing (unless written submission is waived by the LSUHSC-NO Construction Monitor) to and received by the LSUHSC-NO Construction Monitor who shall either approve or disapprove any such changes within two (2) Business Days after receipt of such request and copies of the proposed changes from Network. If the LSUHSC-NO Construction Monitor fails to respond within such two (2) Business Day period, it shall be deemed that he disapproves such changes.

B. Commencement and Completion of Work. Unless delayed by Force Majeure, Network agrees, at its own expense, to: (1) commence the Work on the Leased Premises within sixty (60) days after the LSU Representative has given written approval of the notice to commence; and (2) make best reasonable efforts to achieve Substantial Completion of the Work within a reasonable period thereafter. No work shall commence until the LSU Representative has given written consent to the notice to proceed and written approval to the final proposed plans and specifications. The commencement and completion dates set forth herein may be extended by a written request issued by the Network and approved in writing by the LSU Representative.

C. Construction Contract. The Work shall be performed on behalf of Network pursuant to the terms of the Construction Contract, and Network shall comply with all requirements of La. R.S. 9:4801. Network shall not enter into a proposed Construction Contract without the prior written approval of the LSU Representative. The LSU Representative shall approve or disapprove the proposed final contract within ten (10) days of receipt from Network. Proper notice of the Construction Contract and Payment and Performance Bonds shall be recorded properly in the mortgage records of Orleans Parish prior to commencement of the Work. Network shall include a liquidated damages clause acceptable to the LSU Representative in the proposed Construction Contract. No change or change order to the Construction Contract which materially and substantially deviates from the Construction Contract as originally approved shall be implemented without the prior written consent of the LSU Representative. Board and Network hereby acknowledge the following, and, to the extent practically and legally possible, the Construction Contract and all subcontracts entered into by the Contractor shall acknowledge expressly that they have been informed of the following:

(i) The Work will be performed solely and exclusively for Network.

(ii) Network is a separate legal entity from LSUHSC-NO and Board.

It is not acting as agent for LSUHSC-NO or Board, and Network has no authority to obligate LSUHSC-NO or Board to any extent whatsoever.

(iii) Neither Board, LSUHSC-NO, nor the State of Louisiana shall be liable, directly or indirectly, for the payment of any sums whatsoever or for the performance of any other obligation whatsoever arising out of the Work performed pursuant to this Agreement.

(iv) Network has no ownership interest in the Leased Premises on which the Work will be performed. Any improvements placed on the Leased Premises shall become property of Board upon completion of the Work. The Work shall not give rise to any rights against the Leased Premises, the Board or LSUHSC-NO.

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

D. Payment and Performance Bonds. Network shall require that the Contractor provide a performance and labor and materials payment bond(s) with a corporate surety authorized to do business in the State of Louisiana. Said bond(s) shall be for the greater of the full amount of the contract sum or the guaranteed maximum price as defined and established in the Construction Contract. Network, Board and LSUHSC-NO shall be obligees under the bond(s).

E. Rights Concerning the Leased Premises During Construction. To the extent necessary, Network and the Contractor shall have the right to occupy and use the Leased Premises, with reasonable ingress to and egress from the Leased Premises, during the term of this Agreement and, with the prior written consent of LSUHSC-NO Construction Monitor, shall fence or block off that area of the Leased Premises necessary to perform the Work in a safe and secure manner. Network assumes all responsibility for the condition of the Leased Premises during the Term of this Agreement. Network and the Contractor shall maintain the Leased Premises and any improvement or construction thereon in a reasonably prudent manner at all times until the Work is accepted by the LSU Representative and donated to the Board. Board shall not be responsible for the construction of any Improvement or Work. Furthermore, Board shall not be responsible for any maintenance or repairs to the Leased Premises or the Work during the Work. The LSUHSC-NO Construction Monitor and the LSU Representative and any other individuals authorized by the LSU Representative shall at all times have access to the Leased Premises and the exercise of all rights as owner except as otherwise provided herein, even those not specifically acknowledged herein. Network accepts the Leased Premises for the purposes herein outlined without any warranty of title or recourse whatsoever against Board.

F. Access over Adjoining Property during Construction. Board hereby grants to Network a servitude of access over and across such other property owned by Board only in so far as such is reasonably necessary in order for the Network to fulfill its obligations hereunder, provided, however, that such access routes are approved in writing by the LSUHSC-NO Construction Monitor, and do not interfere with the rights of any other occupants of the University

Medical Office Building. Network shall not unreasonably interfere with Board's use of such other property.

G. LSU Rules and Regulations; Access During Construction. Network agrees that it will comply with all Board and LSUHSC-NO regulations, policies and mandates with regard to all contractors and personnel entering the Leased Premises for purposes of construction, which rules and regulations will be addressed at the pre-construction conference, and Network will secure, at its own expense, all necessary permits and licenses from all regulatory agencies or bodies. Network shall make these same requirements of the Contractor. At all times during construction, the LSUHSC-NO Construction Monitor, the LSU Representative and any individuals authorized by the LSU Representative shall have the right but not the obligation to enter the Leased Premises and review the Work to determine that it is being performed in compliance with the Plans and Specifications and in a good and workmanlike manner.

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

I. Funds for Construction. At the LSU Representative's request, prior to the commencement of Work, Network shall satisfy the LSU Representative that the total amount of money needed to complete the Work has been collected or acquired by the Network and is dedicated to that use. At the LSU Representative's sole option, Network may be required to provide a letter of credit, a performance bond, or a dedicated escrow account to guarantee its performance. If the LSU Representative determines that outside expertise is needed to review a financing plan, Network shall reimburse the Board or LSUHSC-NO the reasonable cost of employing such experts.

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

K. Inspection and Survey. Network shall inspect the Leased Premises, and arrange for any necessary surveys and other site investigations at its expense. Network accepts the Leased Premises in its present condition.

L. No Liens; Release of Recorded Liens. Network shall not suffer or permit any liens to be enforced against the Leased Premises or Board by reason of a failure to pay for any work, labor, services or materials supplied or claimed to have been supplied to Network or to anyone through or under the Network. If any such liens shall be recorded against the Leased

Premises, Network shall cause the same to be released of record, or in the alternative, if the Network in good faith desires to contest the same, Network shall be privileged to do so, but in such case, Network shall promptly deposit with the Recorder of Mortgages of Orleans Parish a bond guaranteeing payment of any such liens and hereby agrees to indemnify, defend with an attorney of the LSU Representative's choice, and save Board harmless from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure on said lien, cause the same to be discharged and released prior to the execution of such judgment.

Section 5.2 Signage. Before erecting or placing any sign upon the Leased Premises or the Improvements, Network shall submit the design specifications of such sign to the LSU Representative for approval. Network may only erect or place signage hereunder if it has obtained the prior written approval of the LSU Representative.

ARTICLE VI. INSURANCE

Section 6.1 Insurance During Construction. Unless otherwise approved in writing by the LSU Representative, during the Work and prior to the donation of the Improvements to Board, and with respect to any Network Maintenance, Network shall maintain or require the Contractor to maintain the following:

A. Builder's Risk Insurance. Network or Contractor shall provide a Builder's Risk Insurance Policy. The insurance shall afford property hazard insurance coverage against loss or damage by fire, lightning, explosion, earthquake, collapse, theft, sprinkler leakage, vandalism and malicious mischief and such other perils as are included in the ISO Causes of Loss – Special Form (CP130), and against such other insurable perils as, under good insurance practices, from time to time are insured against for properties of similar character and location, for not less than one hundred percent (100%) of the full replacement value of the Work, the Leased Premises, and the Improvements under construction to protect against any damage or loss prior to the completion of the Work, including the Leased Premises and the Improvements. This policy shall be taken out prior to commencement of construction of any Work and may be discontinued only upon the provision to the LSU Representative by Network of written notice of Substantial Completion of all Work. The coverage shall include, but not be limited to, the architect's and engineer's fees to provide plans, specifications and supervision of Work for the repair and/or replacement of property damage following a loss during construction. A certificate of insurance as evidence of such insurance shall be provided to the LSU Representative prior to commencement of any Work. The policy shall include coverage for the insurable interests, if any, of Board, LSUHSC-NO, the Network and Network's Contractor(s), and any subcontractors as their interests may appear.

B. General Liability and Property Damage Insurance. Network and its Contractors, before commencing any construction, shall procure such comprehensive liability and property damage insurance, including insurance for the operation of motor vehicles, which will cover Network's, Board's, Contractor's and the Architect's legal liability arising out of the construction performed by Network or any of its contractors or subcontractors and by anyone directly or indirectly employed by either of them, for claims for damages for personal injury, including accidental death, as well as claims for property damage, including but not limited to damage to surrounding buildings, which may arise from operations for the construction of the

Work, with minimum limits of liability of Two Million (\$2,000,000.00) dollars per occurrence and Five Million (\$5,000,000.00) dollars general aggregate. Network shall also require its contractors and subcontractors to have in full force and effect a policy of workmen's compensation and employer's liability insurance before proceeding with the construction under this Agreement. Written evidence of such insurance shall be provided to the LSU Representative prior to commencement of the Work.

C. Architect's Design, Errors and Omissions. Other than with respect to the performance of Network Maintenance, upon execution of this Agreement, Network shall provide the LSU Representative with evidence that the Architect has procured architect's design, errors and omissions insurance coverage for the Work in an amount acceptable to the LSU Representative, and Board shall be named as an additional insured on said policy.

Section 6.2 Network's Insurance During the Term. Throughout the Term of this Agreement, Network shall at all times maintain or cause to be maintained, with respect to the Leased Premises and the Improvements, insurance in the following types and amounts. Such insurance shall be with insurance companies duly licensed to do business in the State of Louisiana and bearing a rate of A+XV in the latest Best Casualty Insurance Reports.

TYPE	AMOUNT
Commercial General Liability Insurance for the following where the exposure exists: (a) Property-operations (b) broad form lease liability (c) Products and Completed operations (d) use of Contractors and subcontractors (e) personal injury (bodily injury and death) (f) broad form property damage (g) explosion, collapse and underground property damage (h) independent Contractors (i) sprinkler leakage legal liability	Limits in an amount not less than: \$2,000,000.00 per occurrence; \$5,000,000.00 General Aggregate; and \$5,000,000.00 Products & Completed Operations Aggregate; less a commercially reasonable deductible. "Claims Made" form is not acceptable.
Business Automobile Liability Insurance for bodily injury and property damage, covering owned automobiles, hired automobiles and leased automobiles.	Combined single limit of One Million Dollars (\$1,000,000.00) per occurrence
Worker's Compensation & Employer's Liability Insurance	Limits as required by the Labor Code of the State of Louisiana and Employer's Liability coverage.
Business Interruption Insurance covering loss of rents by reason or total or partial suspension of, or interruption in, the operation of Leased Property caused by the damage thereof.	12 months guaranteed rental revenue

Section 6.3 Insurance Policies. Unless otherwise approved by the LSU Representative in writing, the following requirements shall be applicable to insurance policies and coverages required pursuant to the terms of this Agreement:

A. Required Insurance Shall Be Primary. All insurance required hereby shall be primary as respects Board, its members, officers, employees and authorized agents. Any insurance or self-insurance maintained by the Louisiana Office of Risk Management and Board shall be excess and noncontributory of Network or any Contractors' insurance.

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

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

D. No Release. Neither the acceptance of the completed Work nor the payment therefore shall release the Network or Contractor or insurer from applicable obligations of the insurance requirements or indemnification requirements set forth herein.

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

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

G. Deductibles and SIRs. The Network and/or Contractor shall be responsible for all deductibles and self-insured retentions.

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

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

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

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

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

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

N. Blanket Policies. If any blanket general insurance policy of Network complies with the requirements of this Agreement, such insurance shall fulfill the requirements set forth herein.

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

ARTICLE VII.

OPERATION, MAINTENANCE, REPAIRS, SECURITY AND OTHER SERVICES

Section 7.1 Permitted Use. Network shall procure and maintain all licenses, permits and accreditation, if any, required for Network's use of the Leased Premises and the Network Equipment.

Section 7.2 Maintenance and Repair of Leased Premises.

A. Board shall provide all janitorial and custodial services to the Leased Premises.

B. Except as to Improvements made by Network and as to Network Maintenance, Board, at its sole cost and expense during the Term, shall provide all other ordinary

and routine maintenance to the Leased Premises during the Term including heating, ventilating, air conditioning, mechanical, electrical, elevators, plumbing, fire, sprinkler and security systems.

C. With the prior, written consent of the LSU Representative, Network may perform Network Maintenance, which Network Maintenance, shall be performed in accordance with any conditions or requirements reasonably imposed by the LSU Representative.

Section 7.3 Utilities. Board agrees to be responsible for the cost of all utilities serving the Leased Premises, including electric power, water and sewer, but excluding IT and telephony which will be the subject of a separate agreement between Board and Network. If Network desires to install or use any equipment, trade fixtures, or fixtures using unusual amounts of electricity in the Leased Premises, then Network shall obtain the LSU Representative's approval of such item or items, and Board, at its option, may require that Network pay a charge for said increased electricity usage equal to the estimated increases in the amount charged to the Board as a result of Network's use of any of the aforementioned items. Any such charge for additional electricity shall be paid by Network in monthly installments or at Board's option, upon demand.

Section 7.4 IT Equipment and Telephony. The provision of IT equipment, IT usage and telephony and telephone equipment shall be addressed by the parties in a separate agreement.

Section 7.5 Return of Leased Premises at End of Term. At the Termination of this Lease Agreement, Network shall return the Leased Premises to Board with all improvements made by it in as good a condition as that in which it was received, and/or completed, subject only to the normal wear and tear of a prudent use. The cost and expense of any repairs necessary to restore the condition of the Leased Premises shall be borne by Network.

ARTICLE VIII.

DONATION OF IMPROVEMENTS AND TITLE TO IMPROVEMENTS

Section 8.1 Donation of Improvements. Network shall donate the Improvements to Board after all Donation Acceptance Requirements have been completed to the LSU Representative's reasonable satisfaction (unless the LSU Representative agrees in writing to accept the donation of the Improvements subject to Network obligating itself to complete specifically identified Donation Acceptance Requirements). Furthermore, on or before the donation of the Improvements to Board, Network shall assign to Board all guarantees and warranties as set forth in Section 8.2 below. Unless otherwise agreed to in writing by Board and Network, the Work shall not be donated to Board until such events have occurred. Unless otherwise agreed to in writing by the LSU Representative and Network, use and/or occupancy of the Improvements shall be prohibited until the Improvements have been donated by Network to Board.

Section 8.2 Transfer of Ownership. Upon fulfillment of the conditions set forth in Section 7.1 hereof, the Improvements shall be donated to and title and ownership to said Improvements shall be transferred to and shall become owned by Board. Said donation shall occur concurrently with final fulfillment of the conditions set forth in Section 8.1, and, upon said donation, Network shall have no further responsibilities, obligations or liabilities with regard to the Improvements, Leased Premises or the Work except as otherwise specifically set forth in this Agreement. Network shall bear the risk of loss with respect to the Improvements until acceptance

of the donation by the LSU Representative. Furthermore, prior to such donation, Network shall obtain guarantees and warranties from the Contractor or Contractors and suppliers of equipment, which guarantees and warranties shall be assigned to and shall run in favor of Board upon the donation of the Improvements, provided, however, Network itself shall make no warranty as to the condition of the Work. To the extent that such terms are available on commercially reasonable terms, guarantees and warranties for the construction and completion of the Improvements shall run from the later of (1) the fulfillment of the conditions set forth in Section 8.1 and this Section 8.2, or (2) the full execution of the donation of the Improvements from the Network to Board or (3) occupancy for the purposes set forth herein (the "Warranty Commencement Date"), which warranties shall include but not be limited to the following items and periods if available:

A. For one year following the Warranty Commencement Date, all defects in materials and workmanship; and,

B. For the length of manufacturers' warranties, all appliances and equipment.

Section 8.3 Execution of Documents. Upon fulfillment of the conditions set forth in this Article VIII hereof the parties agree to execute any and all documents necessary to effectuate the donation and the acceptance thereof on behalf of Board. The parties will record the donation and acceptance in the records of Orleans Parish.

Section 8.4 Termination of Agreement by Board. Notwithstanding anything contained in this Agreement, at all times Board shall have the absolute right to terminate this Agreement on thirty (30) days' written notice to Network. Upon such termination either Board shall take title to the Improvements, or Board, at its option, may require Network to transfer all of its right, title and interest in this Agreement, in any funds dedicated to complete the construction of the Improvements (subject to applicable donor restrictions and the terms of any valid and perfected liens, pledges and other security interests) and in the Improvements already constructed, to another non-profit corporation or entity which meets the requirements of La. R.S. 17:3390, which is acceptable to Board, and which accepts the obligations of the Network hereunder.

ARTICLE IX. INDEMNIFICATION

Section 9.1 Indemnification by Network. Network, for itself and for its successors, assigns, agents, contractors, employees, invitees, customers and licensees, agrees to indemnify, defend and to hold Board harmless against any loss for damages or injuries that may be suffered by Board or by any person, including but not limited to Network's agents, contractors, employees, invitees and licensees, and for any loss for damages or injuries suffered to or by the Leased Premises or the University Medical Office Building, to the extent such loss arises out of or is related to the Work or Network's occupancy or use of the Leased Premises, the Ground Parking Lot or the University Medical Office Building, or to Network's successors, assigns, agents, contractors, employees, invitees, customers, or licensees, except to the extent caused by acts or omissions by Board's members, officers and employees unless said Board, members, officers and employees are acting at the direction or request of the Network, and Network agrees to defend Board with an attorney of Board's choice in any legal action against it and pay in full and satisfy any claims, demands or judgments made or rendered against Board, and to reimburse Board for

any legal expenses, including attorney's fees and court costs, which may be incurred by it in defense of any claim or legal action arising thereunder, and repair any damages to the Leased Premises, the Ground Lease Parking Lot, or to the University Medical Office Building.

Section 9.2 Indemnification by Board. To the extent allowed by Applicable Laws, Board, agrees to indemnify, defend and hold Network harmless against any loss for damages or injuries that may be suffered by Network or by any person including but not limited to Board's members, employees, or officers, except if any of such persons are acting at the direction or request of the Network, to the extent that such loss, damage or injuries arise out of or are related to the fault or negligence of Board, its members, employees, or officers, and Board agrees to defend Network in any legal actions against it and, to the extent allowed by Applicable Law, pay in full and satisfy any such claims, demands or judgments made or rendered against Network, and to reimburse Network for any legal expenses, including attorney fees and court costs, which may be incurred by it in defense of any such claim or legal action arising thereunder; provided, however, that Board's costs and expenses incurred in fulfilling this indemnity and defense shall be limited to proceeds from the Office of Risk Management or otherwise which are available for this purpose.

**ARTICLE X.
TERM**

Section 10.1 Term. This Agreement shall remain in full force and effect for an Initial Term of five (5) years, beginning on the Effective Date and shall be automatically renewed for successive additional one (1) year term(s) unless either party gives sixty (60) days' advance written notice to the other of its intent not to renew.

**ARTICLE XI.
NOTICES**

Section 11.1 Notices. All notices, requests and communications required or permitted by this Agreement, shall be given in writing by (i) personal delivery (confirmed by courier delivery service), (ii) expedited delivery service with proof of delivery, (iii) facsimile and confirmed in writing by mail, or (iv) United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

Such notices when given by Network shall be addressed to Board as follows:

Board:	Board of Supervisors of Louisiana State University and Agricultural and Mechanical College Attention: F. King Alexander President, LSU 3810 West Lakeshore Dr. Baton Rouge, Louisiana 70808 Facsimile: 225-578-5524
With copies to:	LSU Health Sciences Center New Orleans Associate Vice Chancellor for Property and Facilities Management 433 Bolivar Street, Suite 803

New Orleans, Louisiana 70112
Facsimile: 504-568-5577

Such notices when given by Board shall be addressed to Network as follows:

Network: Louisiana State University School of Medicine in New
Orleans Faculty Group Practice
1542 Tulane Avenue, Suite 123-HCN
New Orleans, Louisiana 70112
Facsimile: 504-568-4008

Any party may change its address for purposes of this Section 11.1 by giving written notice of such change to the other party in the manner provided in this section. Except as expressly provided herein, any notice provided for herein shall become effective only upon and at the time of first receipt by the party to whom it is given, unless such notice is only mailed by certified mail, return receipt requested, in which case it shall be deemed to be received three (3) business days after the date that it is mailed. Either party may, by proper written notice hereunder to the other party, change the individual address to which such notice shall thereafter be sent; provided, however, such new notice address will be effective ten (10) business days after delivery of notice of the new notice address. Rent payments shall be made payable to Board as provided in Section 2.2 above, which Rent payments may be made via regular mail addressed as shown in Section 2.2, but shall not be timely unless received by Board on or before the date on which they are due.

ARTICLE XII. NETWORK DEFAULT

Section 12.1 Default by Network. Board may declare Network in default upon one or more of the following events:

A. Failure to Timely Commence or Complete. Failure of Network to commence and/or complete the Work as set forth in this Agreement, within the time frame allowed, unless such time period has been mutually extended in writing by the LSU Representative and Network unless such failure was caused by a Force Majeure, and which failure has continued for a period of thirty (30) days after receipt of written notice from the LSU Representative specifying such failure and requesting that it be remedied; or

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

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

D. Involuntary Bankruptcy. A court having jurisdiction shall enter an order for relief in any involuntary case commenced against Network, as debtor, under the Federal Bankruptcy Code, as now or hereafter constituted, or the entry of a decree or order by a court

having jurisdiction in the premises appointing a custodian, receiver, liquidator, assignee, trustee, sequestration, or other similar official of or for Network or any substantial part of the properties of Network or ordering the winding up or liquidation of the affairs of Network, and the continuance of any such decree or order not stayed and in effect for a period of ninety (90) consecutive days; or

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

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

Section 12.2 Failure by Network to Take Remedial Action. Whenever any event of default referred to in this section shall have occurred and be continuing and Network refuses or fails to take the reasonable and necessary remedial action to cure such default in the time period specified therefor, in addition to any other remedies herein or by law provided, Board shall have the right, in addition to any other rights Board may have under Applicable Law, without any further demand or notice, to declare this Agreement terminated. In the event of the termination of this Agreement, Network expressly waives any notice to vacate. Furthermore, in the event of the termination of this Agreement during the Work, Board shall be the owner of all Improvements made on or to the Leased Premises, provided, however, at Board's sole option and direction, in the event of the termination of this Agreement during the Work, Network shall transfer any Improvements constructed pursuant to the Agreement, its rights and obligations under this Agreement and any funds Network has dedicated to complete the construction of the Improvements (subject to applicable donor restrictions and the terms of any valid and perfected liens, pledges and security interests) to another non-profit corporation or entity which meets the requirements of La. R.S. 17:3390 and which is acceptable to Board.

ARTICLE XIII. BOARD DEFAULT

Section 13.1 Default by Board. Network may declare Board in default upon the failure of Board to observe or perform any covenant, condition or agreement upon its part to be observed or performed under this Agreement for a period of thirty (30) days after receipt of written notice specifying such failure and requesting that it be remedied. If the default be continuing and Board has not taken any action reasonably anticipated to cure such default, in addition to any other remedies herein or by law provided, Network shall have the right, without any further demand or notice to declare this Agreement terminated and shall have no further obligation to perform any of the obligations of Network under this Agreement.

**ARTICLE XIV.
MISCELLANEOUS**

Section 14.1 Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the parties hereto. It is understood and agreed that no provision contained herein, or any acts of the Parties hereto, creates a relationship other than the relationship of Board and Network under this Agreement.

Section 14.2 Attorneys' Fees. If either Party is required to commence legal proceedings relating to this Agreement, the prevailing party to the extent allowed by Applicable Laws shall be entitled to receive reimbursement for its reasonable attorneys' fees and costs of suit.

Section 14.3 Louisiana Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Louisiana, and all obligations of the parties created hereunder are performable in Orleans Parish, Louisiana.

Section 14.4 Non-waiver. No waiver by Board or Network of a breach of any of the covenants, conditions, or restrictions of this Agreement shall constitute a waiver of any subsequent breach of any of the covenants, conditions, or restrictions of this Agreement. The failure of Board or Network to insist in any one or more cases upon the strict performance of any of the covenants of the Agreement, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant or option. A receipt by the Board or acceptance of payment by the Board of Rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach. No waiver, change, modification or discharge by Board or Network of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the parties hereto.

Section 14.5 Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

Section 14.6 Authorization. By execution of this Agreement, Network and Board each represent to the other that they are entities validly existing, duly constituted and in good standing under the laws of the jurisdiction in which they were formed and in which they presently conduct business; that all acts necessary to permit them to enter into and be bound by this Agreement have been taken and performed; and that the persons signing this Agreement on their behalf have due authorization to do so.

Section 14.7 Use of Name, Logos or Marks. Neither party shall make use of the other party's name, logo or marks without its prior written consent.

Section 14.8 Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless made in writing, dated on or subsequent to the date hereof and duly executed by the parties hereto.

Section 14.9 Assignment, Subleases or Mortgage. The mortgage or encumbrance of the Improvements, the Work or Network's Interest in this Agreement or the Leased Premises without the prior written consent of the LSU Representative, and any attempt to mortgage or encumber the Improvements, the Work or Network's interest in this Agreement or the Leased Premises without the prior written consent of the LSU Representative shall be null and void. Network shall not assign this Agreement or any part hereof without the prior written consent of the LSU Representative, and any attempt of assignment without the prior written consent of the LSU Representative shall be null and void. Network may sublease a portion of the Leased Premises to another non-profit entity with the prior, written consent of the LSU Representative.

Section 14.10 Books, Records and Audit. The books, accounts and records of Network which pertain directly to the Work and construction of the Improvements and/or the occupancy of the Leased Premises shall be maintained at the principal office of Network. Board may at its option and at its own expense during customary business hours, conduct internal audits of the books, bank accounts, records and accounts of Network and its Contractor(s) to the extent necessary to verify compliance with this Agreement or insofar as said books, bank accounts, records and accounts directly relate to Network's performance of its obligations under this Agreement. Audits may be made on either a continuous or periodic basis or both and may be conducted by employees of Board, by independent auditors retained by Board to conduct such audit, or by the Louisiana Legislative Auditor, but any and all such audits shall be conducted without materially or unreasonably or unnecessarily interrupting or interfering with the normal conduct of business affairs of the Network.

Section 14.11 Successors and Assigns. All of the covenants, agreements, terms and conditions to be observed and performed by the parties hereto shall be applicable to and binding upon their respective successors and assigns including any successor by merger or consolidation of LSUHSC-NO or Board into another educational institution or governing body.

Section 14.12 Notice of Lease. Network agrees not to record this Agreement. At the Network's request, the parties will execute a Notice of Lease for recording in the records of Orleans Parish, and the cost of recording will be borne by Network.

Section 14.13 LSU Representative. In addition to any other individuals specifically authorized in writing by the President of the LSU System to act as the LSU Representative, the Assistant Vice President and University Architect is hereby authorized to act as the LSU Representative. It is understood and agreed that the Board, its members, employees and agents including but not limited to the LSU Representative and the LSUHSC-NO Construction Monitor, shall owe no legal duty to or assume any liability or responsibility to any party as a result of or in connection with any consent, approval or review given or undertaken in connection with this Agreement or the Work. No party shall infer, based on any consent, approval or review given or undertaken by the Board, its members, employees and agents including but not limited to the LSU Representative and the LSUHSC-NO Construction Monitor, agreement with or endorsement of the particular matter at issue; rather, such consent, approval or review shall only be deemed to indicate "no objection" to the particular matter at issue.

Section 14.14 Entire Agreement. This Agreement, together with the exhibits attached hereto, contain the final and entire agreement between the parties hereto with respect to the Leased

Premises and contain all of the terms and conditions agreed upon with respect to the Leased Premises, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto; it being the intent of the parties that neither shall be bound by any term, condition, or representations not herein written.

Section 14.15 Curative Matters. Except for the express representations and warranties of the Board set forth in this Agreement, any additional matters necessary or desirable to make the Leased Premises useable for the Network's purpose shall be undertaken, in the Network's sole discretion, at no expense to the Board.

Section 14.16 Terminology. Unless the context of this Agreement clearly requires otherwise, (a) pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations, partnerships, limited liability companies, trusts, and all other entities of every kind and character, (b) the singular shall include the plural wherever and as often as may be appropriate; (c) the word "includes" or "including" shall mean "including without limitation;" (d) the words "hereof," "herein," "hereunder," and similar terms in this Agreement shall refer to this Agreement as a whole and not to any particular section or article in which such words appear unless specifically stated. The section, article and other headings in this Agreement and the table of contents to this Agreement are for reference purposes and shall not control or affect the renovation of this Agreement or the interpretation hereof in any respect. Article, section and subsection and exhibit references are to this Agreement unless otherwise specified. All exhibits attached to this Agreement constitute a part of this Agreement and are incorporated herein. All references to a specific time of day in this Agreement shall be based upon Central Standard Time (or the other standard of measuring time then in effect in New Orleans, Louisiana).

Section 14.17 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be declared an original.

Section 14.18 Authorization. By execution of this Agreement, Network and Board each represent to the other that they are entities validly existing, duly constituted and in good standing under the laws of the jurisdiction in which they were formed and in which they presently conduct business, that all acts necessary to permit them to enter into and be bound by this Agreement have been taken and performed, and that the persons signing this Agreement on their behalf have due authorization to do so.

Section 14.19 Ancillary Agreements. In the event it becomes necessary or desirable for the Board to approve in writing any ancillary agreements or documents concerning the Leased Premises or concerning the construction, operation or maintenance of the Improvements or to alter or amend any such ancillary agreements between the Board and the Network or to give any approval or consent of the Board required under the terms of this Agreement, all agreements, documents or approvals shall be forwarded to the LSU Representative for approval.

Section 14.20 Oversight by Division of Administration Office of Facility Planning and Control ("OFPC"). Design and construction of the Improvements is subject to oversight by OFPC in accordance with La. R. S. 17:3361(A)(2), and such oversight includes, but is not limited to (a) the right to review and approve plans and specifications prior to commencement of construction and to require changes to conform to Applicable Laws, including space and quality standards, and

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International Building Code review, and (b) the right to conduct periodic inspections during construction to ensure that all work is being performed in compliance with the OFPC approved Plans and Specifications.

(Signatures on Following Page.)

(Signature Page for Lease Agreement for
University Medical Office Building (State ID # 09928))

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement for
University Medical Office Building (State ID # 09928) as of the dates indicated on the attached
Acknowledgments.

WITNESSES:

Debbie Richards
Print Name: Debbie Richards

Ricki George
Print Name: Ricki George

WITNESSES:

Molly Reed
Print Name: Molly Reed

Ben Lousteau
Print Name: Ben Lousteau

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

By: F. King Alexander
F. King Alexander, President
Louisiana State University

LOUISIANA STATE UNIVERSITY
SCHOOL OF MEDICINE IN NEW
ORLEANS FACULTY GROUP PRACTICE
d/b/a LSU HEALTHCARE NETWORK

By: J.C. Winter
Name: J.C. Winter
Title: CEO

[Acknowledgment for University Medical Office Building Lease]

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

ACKNOWLEDGMENT

BE IT KNOWN that on this 24th day of MARCH, 2017, before me, the undersigned Notary Public, duly commissioned and qualified in and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared F. King Alexander, appearing herein in his capacity as the President of Louisiana State University, and appearing on behalf of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, a public constitutional corporation organized and existing under the laws of the State of Louisiana, who, being by me first duly sworn, declared and acknowledged to me, Notary, that he executed the above and foregoing instrument on behalf of said corporation with full authority of its Board of Supervisors and that said instrument is the free act and deed of said corporation and was executed for the uses, purposes and benefits therein expressed.

IN TESTIMONY WHEREOF, Appearer has executed this acknowledgment in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

Debbie Richards
Print Name: Debbie Richards

By: F. King Alexander
F. King Alexander, President
Louisiana State University

Vicki George
Print Name: Vicki George

[Signature]
PRINT NAME: JAMES E. MARCHANT
Notary Public
La. Bar/Notary ID No. 09257

[Acknowledgment for University Medical Office Building Lease]

STATE OF LOUISIANA

PARISH OF Orleans

ACKNOWLEDGMENT

BE IT KNOWN that on this 14th day of February, 2017, before me, the undersigned Notary Public, duly commissioned and qualified in and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared J. CHRISTIAN WINTERS, MD, appearing herein in his/her capacity as CEO of Louisiana State University School of Medicine in New Orleans Faculty Group Practice, a non-profit organization, who, being by me and first duly sworn, declared and acknowledged to me, Notary, that he executed the above and foregoing instrument on behalf of said corporation with full authority of its Board of Directors and that said instrument is the free act and deed of said Network and was executed for the uses, purposes and benefits therein expressed.

IN TESTIMONY WHEREOF, Appearer has executed this acknowledgment in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.
WITNESSES:

[Signature]
Print Name: Molly Reed

[Signature]
Print Name: John Manolagas

By: [Signature]
Louisiana State University School of
Medicine in New Orleans Faculty Group
Practice

Kathleen H. DeBeuhl
PRINT NAME: KATHLEEN H. DE BEUHL
Notary Public
La. Bar/Notary ID No. 04790 / 1917

INDEX OF LEASE EXHIBITS

- EXHIBIT A** **Resolution of Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (A)**
- EXHIBIT B** **Resolution of Louisiana State University School of Medicine in New Orleans Faculty Group Practice (B)**
- EXHIBIT C** **Site Plan of Seton Professional Building and Parking (C)**
- EXHIBIT D** **Lease Area floors 5, 6 and 7 (D in globo)**

EXHIBIT "A"
TO LEASE AGREEMENT
FOR UNIVERSITY MEDICAL OFFICE BUILDING
(STATE ID# 09928)

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

EXHIBIT "B"
TO LEASE AGREEMENT
FOR UNIVERSITY MEDICAL OFFICE BUILDING
(STATE ID# 09928)

RESOLUTION OF LOUISIANA STATE UNIVERSITY SCHOOL OF MEDICINE IN
NEW ORLEANS FACULTY GROUP PRACTICE

EXHIBIT "C"
TO LEASE AGREEMENT
FOR UNIVERSITY MEDICAL OFFICE BUILDING
(STATE ID# 09928)

PLAT SHOWING UNIVERSITY MEDICAL OFFICE BUILDING AND PARKING LOT

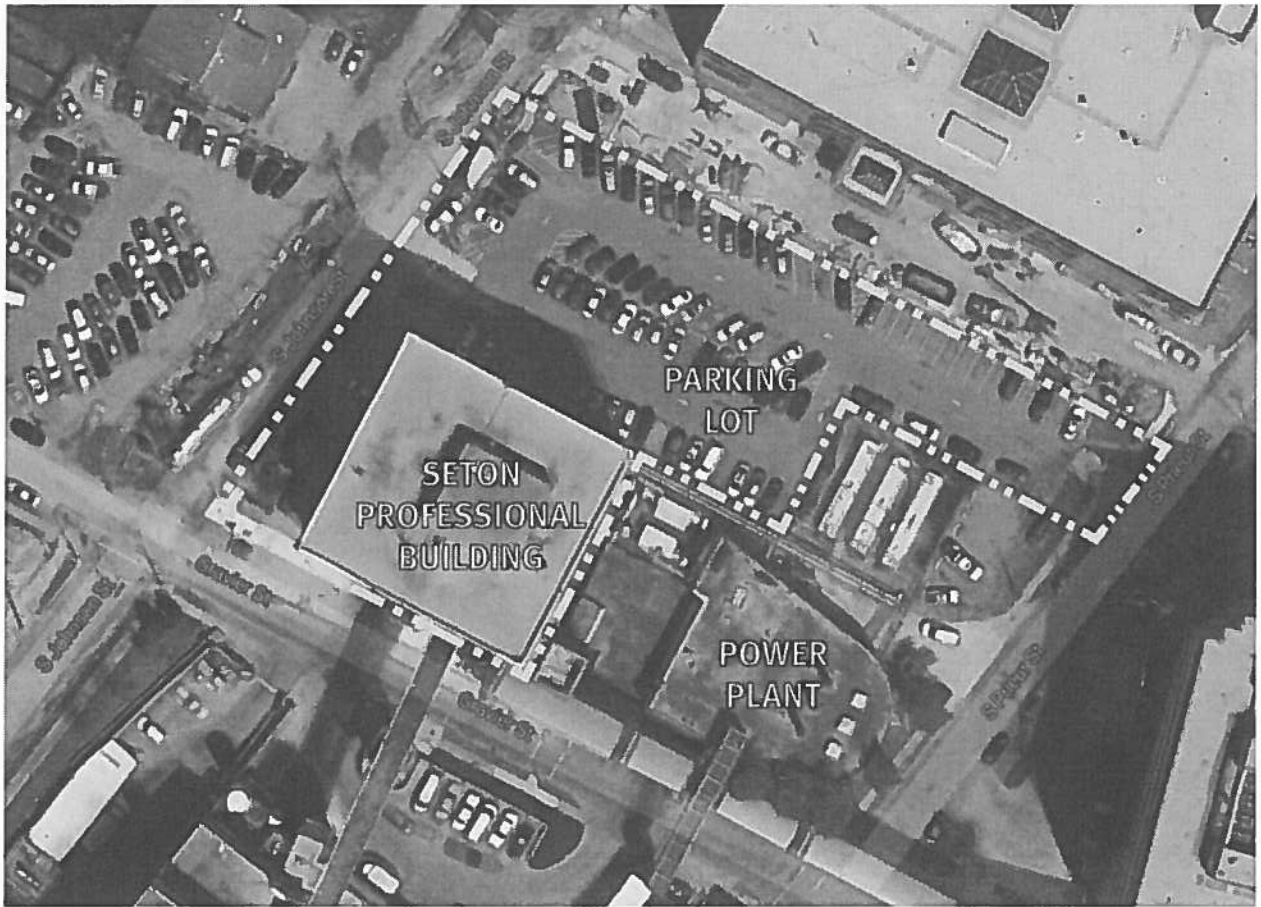


FIGURE 1. Site Plan of Seton Professional Building and Parking (aerial).

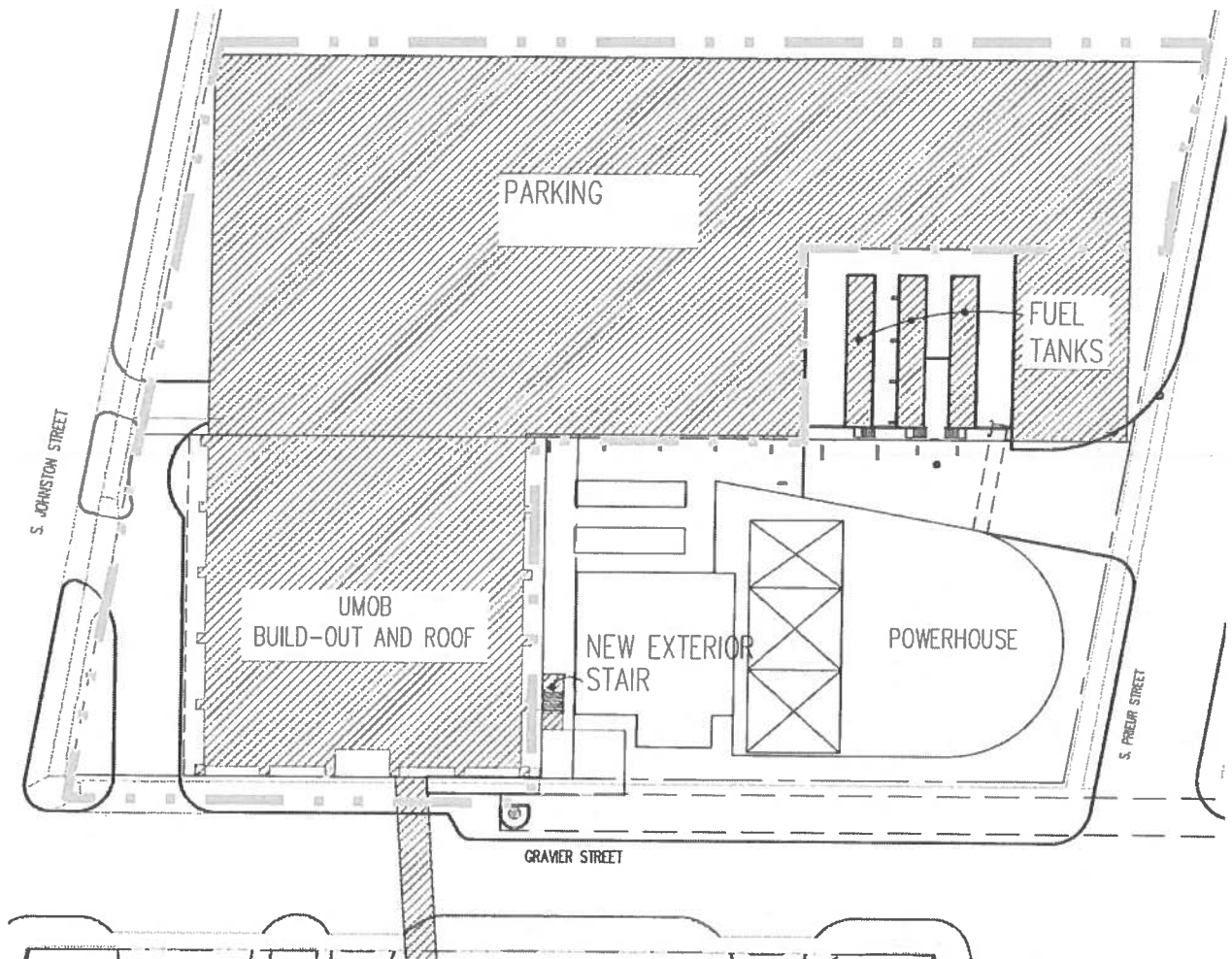


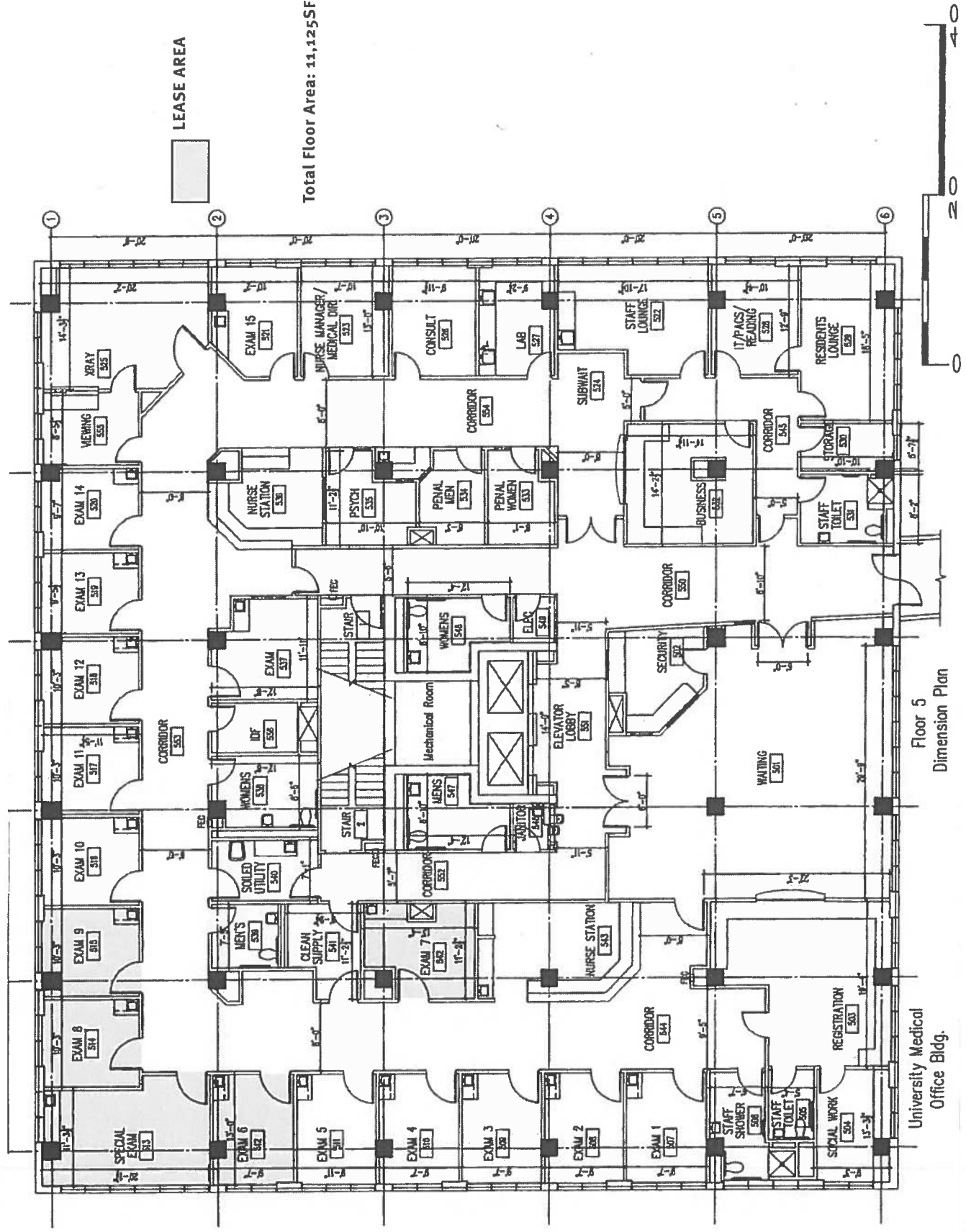
FIGURE 2. Site Plan of Seton Professional Building and Parking.

EXECUTION COPY

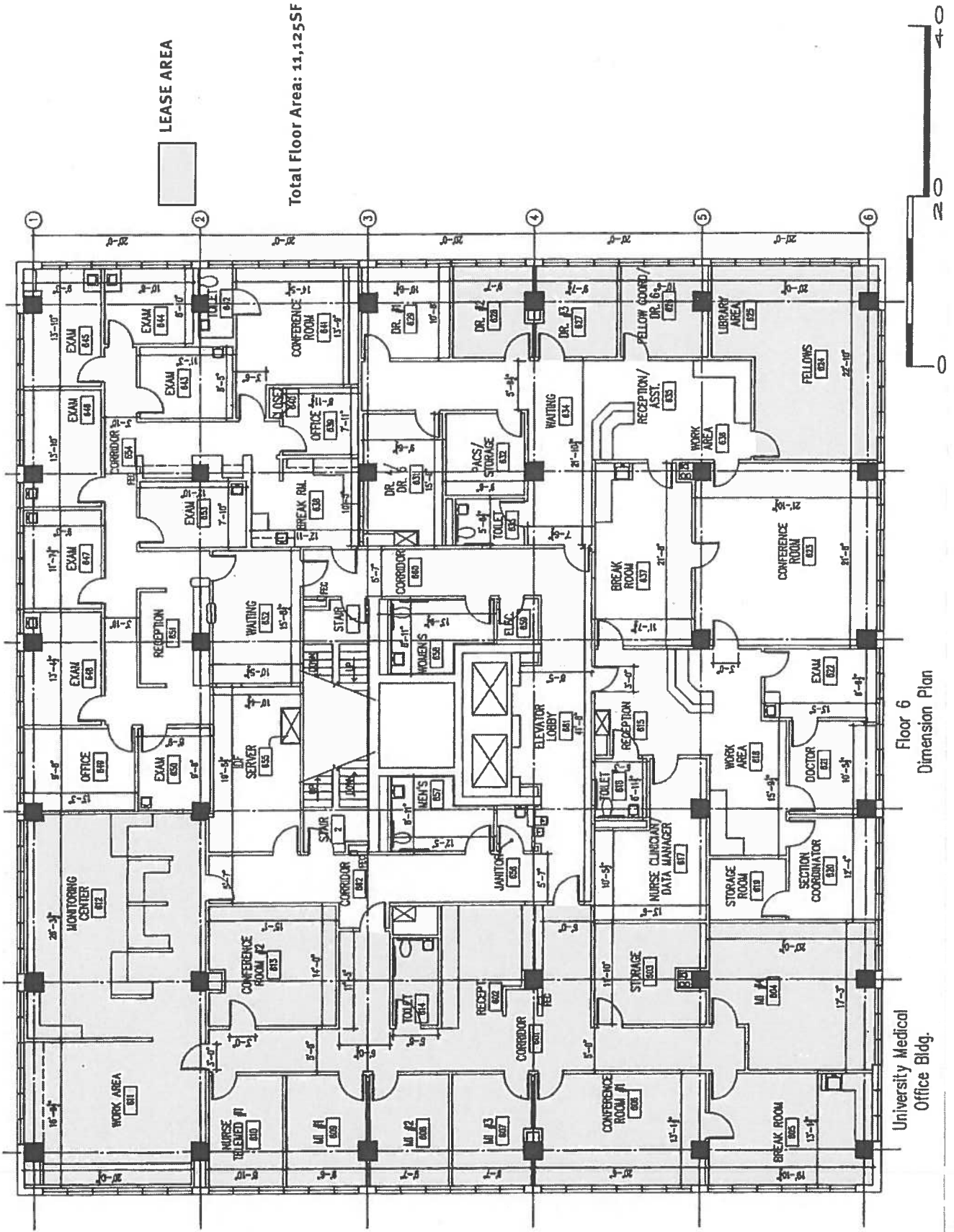
EXHIBIT "D"
IN GLOBO
TO LEASE AGREEMENT
FOR UNIVERSITY MEDICAL OFFICE BUILDING
(STATE ID# 09928)

LEASED PREMISES

Seton Clinic HEALTHCARE NETWORK LEASE SPACE



Seton Clinic HEALTHCARE NETWORK LEASE SPACE



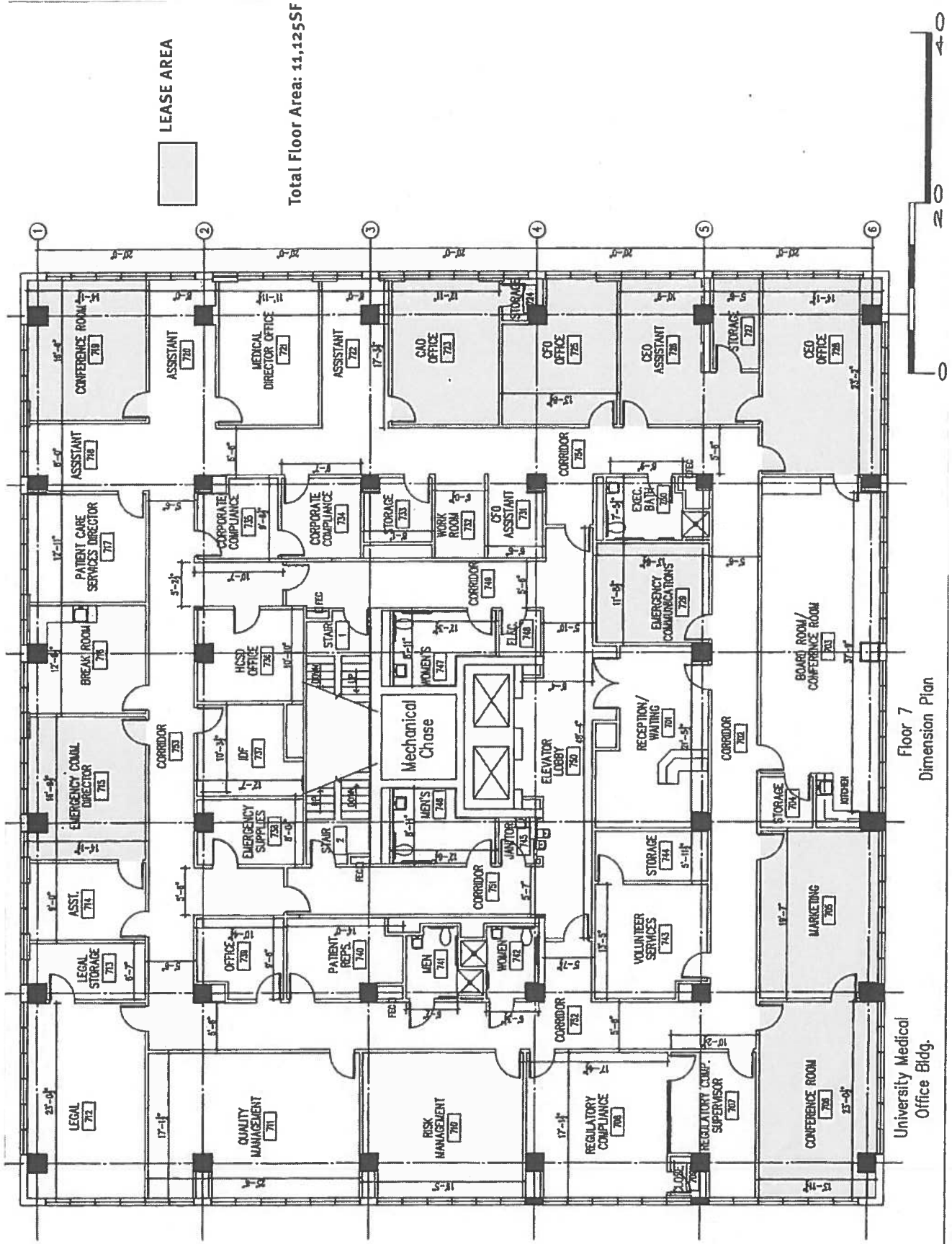
Floor 6
Dimension Plan

University Medical
Office Bldg.

Total Floor Area: 11,125SF

LEASE AREA

Seton Clinic HEALTHCARE NETWORK LEASE SPACE



**FIRST AMENDMENT TO LEASE AGREEMENT
FOR UNIVERSITY MEDICAL OFFICE BUILDING (STATE ID # 09928)**

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

This **FIRST AMENDMENT TO LEASE AGREEMENT FOR UNIVERSITY MEDICAL OFFICE BUILDING (STATE ID # 09928)** (the “First Amendment”) is made and entered into effective as of the 19th day of April, 2018 (“Effective Date”) by and between:

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (the “Board”), a public constitutional corporation organized and existing under the constitution of the State of Louisiana, herein represented by F. King Alexander, President, of Louisiana State University, duly authorized, with a principal office located at and a mailing address of Office of the President, Louisiana State University, 3810 W. Lakeshore Drive, Room 107, Baton Rouge, Louisiana, 70808, herein appearing for the benefit of the Louisiana State University Health Sciences Center – New Orleans (herein “LSUHSC-NO”); and

LOUISIANA STATE UNIVERSITY SCHOOL OF MEDICINE IN NEW ORLEANS FACULTY GROUP PRACTICE, A Louisiana Non-Profit Organization, doing business as the LSU Healthcare Network, a private Louisiana non-profit organization (“Network”) herein represented by Christianr Winters, M.D., Chief Executive Officer of the Network, duly authorized by a resolution of its Board of Directors, with a principal office located at and a mailing address of 1542 Tulane Avenue, Suite 123-HCN, New Orleans, LA, 70112 (both Board and Network referred to herein as the “Party” or, collectively, the “Parties”);

and provides as follows:

WITNESSETH

WHEREAS, Board and Network entered into a Lease Agreement for University Medical Office Building (State ID # 09928) (the “Lease Agreement”) effective as of the 24th day of March, 2017, for certain areas located on Floors 5, 6, and 7 of the facility known as the University Medical Office Building in New Orleans, Louisiana, said premises to comprise approximately Eleven Thousand Four Hundred Eleven (11,411) Square Feet (the “Leased Premises”); and

WHEREAS, Board and Network desire to amend the Lease Agreement to provide for an additional service to be performed by Lessor and the corresponding Additional Rent to be paid therefor and to increase the amount of the credit toward Rent by Network for the documented amount of costs incurred and expenditures actually made by Network after the effective date of the Lease Agreement for improvements

NOW, THEREFORE, the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and Louisiana State University School of Medicine in New Orleans Faculty Group Practice hereby agree as follows:

1. The definition of “Additional Rent” shall be revised to read as follows:

“**Additional Rent**” means payments made by Network to Board, pursuant to Sections 2.2 (E) and (F) and Section 2.4 for reimbursement of expenditures made by Board as set forth therein.”

2. A new Section 2.2 (F) shall be added as follows:

Section 2.2 Rent.

* * *

F. In addition to the payment of Rent, Network shall pay to Board Additional Rent equal to the full reimbursement to Board of Board’s expenses in providing additional security for a portion of the Leased Premises as provided in Section 7.6 hereof.”

3. A new Section 7.6 shall be added as follows:

Section 7.6 Security Officer. Board will provide, at Network’s sole expense, a Security Officer to be present in the lobby of the University Medical Office Building, during the operating hours of the Clinic on Monday through Friday, other than on holidays on which the Clinic is closed. The cost to Board of providing such security personnel shall be billed by Board to Network on a monthly basis as Additional Rent. Said Additional Rent shall be due and payable by Network to Board within ten (10) days of receipt of the invoice therefor by Network from Board.

Payment of such Additional Rent shall be delivered to the following location:

Tai Nguyen
Assistant Director
Accounts Receivable
LSU Health Science Center
433 Bolivar Street, Suite 811
New Orleans, LA 70112

4. The following language shall be added to the end of Section 2.2 (C), such that Section 2.2 (C) shall read as follows:

Section 2.2 Rent.

* * *

C. The parties hereto agree that Board will credit Network an amount toward the payment of Rent equal to the documented amount of costs incurred and expenditures actually made by Network after the Effective Date of this Agreement for Improvements made pursuant to Plans and Specifications approved by the LSU Representative, and/or for Network Maintenance, not to exceed a total of One Hundred Eighty-One Thousand Eight Hundred Eighty-Four and No/100 Dollars (\$181,884.00) in credit. Said credit shall be granted on a dollar-per-dollar basis until the entirety of the One Hundred Eighty-One Thousand Eight Hundred Eighty-Four and No/100 Dollars (\$181,884.00) is reached or until this Agreement terminates, whichever occurs first.

5. Except as expressly modified herein, the terms and conditions of the Lease Agreement for University Medical Office Building (State ID # 09028) shall remain in full force and effect and are ratified and confirmed by the Parties. In the event of a conflict between the provisions of the Lease Agreement for University Medical Office Building (State ID # 09028) and this First Amendment, the provisions of this First Amendment shall be controlling as to the matters set forth herein.
6. This First Amendment to Lease Agreement may be signed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank.]

[Signature Page for First Amendment to Lease Agreement for
University Medical Office Building (State ID # 09928)]


IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease Agreement for University Medical Office Building (State ID # 09928) as of the dates indicated on the attached acknowledgements.

WITNESSES:



Printed Name: Hannah Roviera



Printed Name: Debbie Richards

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

By: 
F. King Alexander, President
Louisiana State University

WITNESSES:


Printed Name: John Mandlakis


Printed Name: Molly Reed

**LOUISIANA STATE UNIVERSITY
SCHOOL OF MEDICINE IN NEW
ORLEANS FACULTY GROUP
PRACTICE d/b/a LSU HEALTH CARE
NETWORK**

By: 
Name: Christian Winters, M.D.
Title: Chief Executive Officer

[Acknowledgement for First Amendment to Lease Agreement for University Medical Office Building (State ID # 09928)]

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

ACKNOWLEDGEMENT

BE IT KNOWN that on this 19th day of APRIL, 2018, before me, the undersigned Notary Public, duly commissioned and qualified in and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared F. King Alexander, appearing herein in his capacity as the President of Louisiana State University, and appearing on behalf of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, a public constitutional corporation organized and existing under the laws of the State of Louisiana, who, being by me first duly sworn, declared and acknowledged to me, Notary, that he executed the above and foregoing instrument on behalf of said corporation with full authority of its Board of Supervisors and that said instrument is the free act and deed of said corporation and was executed for the uses, purposes and benefits therein expressed.

IN TESTIMONY WHEREOF, Appearer has executed this acknowledgment in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

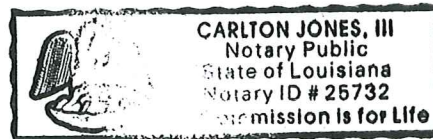
WITNESSES:

Hannah Rovira
Print Name: Hannah Rovira

By: F. King Alexander
F. King Alexander, President
Louisiana State University

Debbie Richards
Print Name: Debbie Richards

Carlton Jones
Notary Public
Print Name: _____
La. Bar/Notary ID No. _____



[Acknowledgement for First Amendment to Lease Agreement for University Medical Office Building (State ID # 09928)]

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

ACKNOWLEDGEMENT

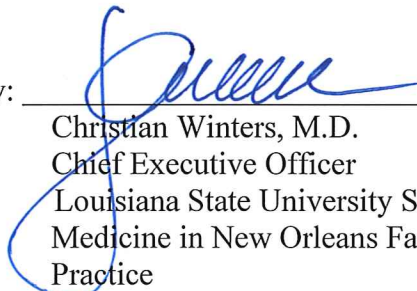
BE IT KNOWN that on this 14 day of March, 2018, before me, the undersigned Notary Public, duly commissioned and qualified in and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared Christian Winters, M.D., appearing herein in his/her capacity as Chief Executive Officer of Louisiana State University School of Medicine in New Orleans Faculty Group Practice, a non-profit organization, who, being by me and first duly sworn, declared and acknowledged to me, Notary, that Christian Winters executed the above and foregoing instrument on behalf of said corporation with full authority of its Board of Directors and that said instrument is the free act and deed of said Network and was executed for the uses, purposes and benefits therein expressed.

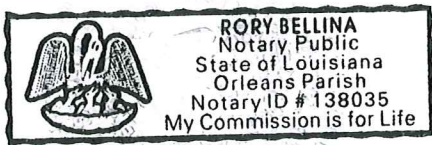
IN TESTIMONY WHEREOF, Appearer has executed this acknowledgment in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.


WITNESSES:


Print Name: John Mandakis


Print Name: Molly Reed

By: 
Christian Winters, M.D.
Chief Executive Officer
Louisiana State University School of
Medicine in New Orleans Faculty Group
Practice




Notary Public
Print Name: Rory Bellina
La. Bar/Notary ID No. LSBA 35439

**SECOND AMENDMENT TO LEASE AGREEMENT
FOR UNIVERSITY MEDICAL OFFICE BUILDING (STATE ID # 09928)**

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

This **SECOND AMENDMENT TO LEASE AGREEMENT FOR UNIVERSITY MEDICAL OFFICE BUILDING (STATE ID # 09928)** (the "Second Amendment") is made and entered into effective as of the 12th day of October, 2018 ("Effective Date") by and between:

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (the "Board"), a public constitutional corporation organized and existing under the constitution of the State of Louisiana, herein represented by F. King Alexander, President, of Louisiana State University, duly authorized, with a principal office located at and a mailing address of Office of the President, Louisiana State University, 3810 W. Lakeshore Drive, Room 107, Baton Rouge, Louisiana, 70808, herein appearing for the benefit of the Louisiana State University Health Sciences Center -- New Orleans (herein "LSUHSC-NO"); and

LOUISIANA STATE UNIVERSITY SCHOOL OF MEDICINE IN NEW ORLEANS FACULTY GROUP PRACTICE, A Louisiana Non-Profit Organization, doing business as the LSU Healthcare Network, a private Louisiana non-profit organization ("Network") herein represented by Christianr Winters, M.D., Chief Executive Officer of the Network, duly authorized by a resolution of its Board of Directors, with a principal office located at and a mailing address of 1542 Tulane Avenue, Suite 123-HCN, New Orleans, LA, 70112 (both Board and Network referred to herein as the "Party" or, collectively, the "Parties");

and provides as follows:

WITNESSETH

WHEREAS, Board and Network entered into a Lease Agreement for University Medical Office Building (State ID # 09928) (the "Lease Agreement") effective as of the 24th day of March, 2017, for certain areas located on Floors 5, 6, and 7 of the facility known as the University Medical Office Building in New Orleans, Louisiana, said premises to comprise approximately Eleven Thousand Four Hundred Eleven (11,411) Square Feet (the "Leased Premises"); and

WHEREAS, Board and Network amended said Lease Agreement by a First Amendment, dated April 19, 2018; and

WHEREAS, Board and Network desire to amend the Lease Agreement a second time to provide that Network shall provide its own janitorial and custodial services on the 5th Floor of the Leased Premises, as well as supplementary janitorial and custodial cleaning of the 1st Floor Lobby, including the entrance and elevator.

NOW, THEREFORE, the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and Louisiana State University School of Medicine in New Orleans Faculty Group Practice hereby agree as follows:

1. Section 7.2 of the Lease Agreement shall read as follows:

“Section 7.2 Maintenance and Repair of Leased Premises

A. Except as provided in this Section, Board shall provide all janitorial and custodial services to the Leased Premises. Network shall provide its own janitorial and custodial services to the 5th Floor of the Leased Premises as well as supplementary janitorial and custodial cleaning of the 1st Floor Lobby, including the entrance and elevator, at Networks own cost and risk.”

2. Except as expressly modified herein, the terms and conditions of the Lease Agreement for University Medical Office Building (State ID # 09028) shall remain in full force and effect and are ratified and confirmed by the Parties. In the event of a conflict between the provisions of the Lease Agreement for University Medical Office Building (State ID # 09028) and this Second Amendment, the provisions of this Second Amendment shall be controlling as to the matters set forth herein.
3. This Second Amendment to Lease Agreement may be signed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank.]

[Signature Page for First Amendment to Lease Agreement for
University Medical Office Building (State ID # 09928)]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Lease Agreement for University Medical Office Building (State ID # 09928) as of the dates indicated on the attached acknowledgements.

WITNESSES:

Debbie Richards

Printed Name: Debbie Richards

Hannah Riviera

Printed Name: Hannah Riviera

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

By: F. King Alexander
F. King Alexander, President
Louisiana State University

WITNESSES:

Ben Lousrean

Printed Name: Ben Lousrean

Larren Arensenman

Printed Name: Larren Arensenman

**LOUISIANA STATE UNIVERSITY
SCHOOL OF MEDICINE IN NEW
ORLEANS FACULTY GROUP
PRACTICE d/b/a LSU HEALTH CARE
NETWORK**

By: Christian Winters
Name: Christian Winters, M.D.
Title: Chief Executive Officer

[Acknowledgement for Second Amendment to Lease Agreement for University Medical Office Building (State ID # 09928)]

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

ACKNOWLEDGEMENT

BE IT KNOWN that on this 12th day of October, 2018, before me, the undersigned Notary Public, duly commissioned and qualified in and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared F. King Alexander, appearing herein in his capacity as the President of Louisiana State University, and appearing on behalf of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, a public constitutional corporation organized and existing under the laws of the State of Louisiana, who, being by me first duly sworn, declared and acknowledged to me, Notary, that he executed the above and foregoing Second Amendment to the Lease Agreement described therein on behalf of said corporation with full authority of its Board of Supervisors and that said instrument is the free act and deed of said corporation and was executed for the uses, purposes and benefits therein expressed.

IN TESTIMONY WHEREOF, Appearer has executed this acknowledgment in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

Debbie Richards
Print Name: Debbie Richards

By: F. King Alexander
F. King Alexander, President
Louisiana State University

Hannah Rovira
Print Name: Hannah Rovira

Johanna A. Posada
Notary Public
Print Name: Johanna A. Posada
La. Bar/Notary ID No. 302200



[Acknowledgement for First Amendment to Lease Agreement for University Medical Office Building (State ID # 09928)]

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

ACKNOWLEDGEMENT

BE IT KNOWN that on this 15th day of August, 2018, before me, the undersigned Notary Public, duly commissioned and qualified in and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared Christian Winters, M.D., appearing herein in his/her capacity as Chief Executive Officer of Louisiana State University School of Medicine in New Orleans Faculty Group Practice, a non-profit organization, who, being by me and first duly sworn, declared and acknowledged to me, Notary, that Christian Winters executed the above and foregoing Second Amendment to the Lease Agreement described therein on behalf of said corporation with full authority of its Board of Directors and that said instrument is the free act and deed of said Network and was executed for the uses, purposes and benefits therein expressed.

IN TESTIMONY WHEREOF, Appearer has executed this acknowledgment in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

Ben 25
Print Name: Ben Loustrea

Lauren Adamsman
Print Name: Lauren Adamsman

By: [Signature]
Christian Winters, M.D.
Chief Executive Officer
Louisiana State University School of
Medicine in New Orleans Faculty Group
Practice

[Signature]
Notary Public

Print Name: _____
La. Bar/Notary ID No. _____

RICHARD O. BUHLER
NOTARY PUBLIC
State of Louisiana
Bar Roll No. 19504
My Commission is Issued for Life

COOPERATIVE ENDEAVOR AGREEMENT

dated as of January _____, 2023

By and Between

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

and

**LOUISIANA STATE UNIVERSITY SCHOOL OF MEDICINE IN
NEW ORLEANS FACULTY GROUP PRACTICE**

This **COOPERATIVE ENDEAVOR AGREEMENT** (“Agreement”) is made and entered into as of the Effective Date (as defined herein) by and between

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (“LSU” or “Board”), herein represented by William Tate, IV, the duly authorized President of LSU, duly authorized by a resolution of the Board, a copy of which is attached hereto as “Exhibit A” and made a part hereof, with a principal office located at and a mailing address of Office of the President, Louisiana State University, 3810 W. Lakeshore Drive, Room 107, Baton Rouge, Louisiana 70808, herein appearing for the benefit of the Louisiana State University Health Sciences Center – New Orleans (“LSUHSC-NO”); and

LOUISIANA STATE UNIVERSITY SCHOOL OF MEDICINE IN NEW ORLEANS FACULTY GROUP PRACTICE, a Louisiana Non-Profit Organization, doing business as the LSU Healthcare Network, a private Louisiana non-profit organization (“Network”) herein represented by J. Christian Winters, M.D., President of the Network, duly authorized by a resolution of its Board of Directors, a copy of which is attached hereto as “Exhibit B” a part hereof with a principal office located at, and a mailing address of 478 S. Johnson St., New Orleans, Louisiana 70112 (both Board and Network referred to herein as “Parties” or, collectively “Parties”);

and provide as follows:

WITNESSETH

WHEREAS, Network is a private non-profit Louisiana corporation described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, whose tax-exempt purpose is to support the mission and programs of LSUHSC-NO, a higher education institution under the management and supervision of the Board; and

WHEREAS, Louisiana Revised Statute 17:3361, *et. seq.*, expressly authorizes Board to enter into an agreement with a nonprofit corporation such as Network for the purpose of constructing and renovating buildings, other structures and improvements; and

WHEREAS, Article VII§ 14(c) of the Louisiana Constitution of 1974 (La. Const. Art. VII, §14(c)) provides that, for a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation or individuals; and

WHEREAS, LSU is the owner of certain real property (“Property”) known as Seton Professional Building, 09928 and located at 478 S. Johnson St., New Orleans Louisiana 70112 as described in Exhibit C attached hereto; and

WHEREAS, pursuant to Louisiana Revised Statutes 17:3361, *et seq.*, and the above referenced constitutional provision, LSU is authorized to enter into agreements with a

nonprofit corporation such as Network for any portion of the grounds or campus of any college or university or other immovable property under its supervision and management, under the conditions set forth herein; and

WHEREAS, Network provides healthcare services to patients in various clinic sites in Louisiana, and has experience in and provides management, billing, collection and credentialing services to its healthcare professionals; and

WHEREAS, in order to further the educational mission of LSUHSC-NO and to assist LSUHSC-NO in supplementing its existing clinical training sites, the LSUHN desires to lease unutilized space in the Seton Building from LSU for the purpose of allowing LSUHN to operate medical clinics for the benefit of the students, staff and faculty of LSUHSC-NO and other community patients and will meet other academic needs of LSUHSC-NO;

WHEREAS, such new clinics will be of great benefit to LSUHSC-NO and to LSU because such clinics will provide training sites for LSUHSC-NO students, will provide faculty, staff and students of LSUHSCNO with access to medical care on Campus;

WHEREAS, such new clinics will be of great benefit to LSUHSC-NO and to LSU because such clinics will enhance the overall wellness and wellbeing of the LSUHSC-NO community, thereby increasing morale and productivity and general workplace satisfaction;

WHEREAS, the LSUHN now desires to lease the Property from LSU and in furtherance of the LSUHN's mission to support LSUHSC-NO, and will meet other academic needs of the Campus; including but not limited to: providing access to additional patients

WHEREAS, in order to further the community service mission of LSUHSC-NO and improve access to Primary and Specialty Care in the mid-city area, which is a currently underserved community for medical care; ;

WHEREAS, to provide the framework for clinical training, it is anticipated that LSUHN will provide administrative support for such training, including but not limited to: staffing, medical records (EMR), payer contracting, quality metrics and compliance;

WHEREAS, to further facilitate and promote the clinics, it is anticipated that LSUHSCNO will allow the members of the LSUHSC-NO community receiving care to access parking in its existing lots;

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

ARTICLE I **DEFINITIONS**

Section 1.1 - Definitions. In addition to such other defined terms as may be set forth in this Agreement, the following terms shall have the following meanings:

Agreement means, in its entirety, this Cooperative Endeavor Agreement for Property known as Seton Professional Building, 09928 and located at 478 S. Johnson St., New Orleans Louisiana 70112 as described in Exhibit C for the construction and operation by the Network of its practice location and to provide medical services to its patients and the use of fifty-seven (57) spaces in the Ground Parking Lot.

Annual Rent means that Rent payable by Network pursuant to Section 2.2 hereof.

Applicable Laws or Laws means all laws, statutes, rules, regulations, zoning ordinances, resolutions and orders of any Governmental Authority applicable to the parties and substantially affecting the ability of the parties to meet their obligations hereunder; provided, however, that this definition shall not be interpreted as waiving protections granted to any party against future laws impairing the obligations of contracts between the parties and/or any third parties.

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

Board means Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

Business Day means any day other than (i) a Saturday, (ii) a Sunday, or (iii) any other day on which the Board, LSU, or LSUHSC-NO is closed.

Campus means the LSUHSC-NO campus, located in New Orleans, Orleans Parish, Louisiana.

Common Areas means the landscaped areas, the first floor lobby, entrance ways, hallways, elevators, fire stairs, restrooms and the areas designated by Board from time-to-time for common tenant use.

Construction Contract means one or more agreements for the construction of the Improvements entered into by and between the Network and the Contractor, including all amendments, modifications, exhibits, schedules, supplements and change orders to all such agreements.

Contractor means the contractor or contractors selected by Network to construct the Improvements and their permitted successors and assigns.

Design means any and all design, planning, architectural, or engineering activity required in connection with any Improvement to the Property made by Network.

Donation Acceptance Requirements means all events required to occur prior to acceptance by Board of the donation of the Improvements, including, but not limited to, (1) completion of all Work related to said Improvements; (2) completion of Punch List items required by the LSU Representative to be completed prior to donation to Board of the Improvements, or any phase thereof; (3) compliance with all LSUHSC-NO campus standards identified by the LSU Representative as applicable to said Improvements or any phase thereof; (4) compliance with all applicable code and Division of Administration, Facility Planning and Control requirements; (5) compliance with all administrative requirements identified by the LSU Representative as applicable to the donation of said Improvements or any phase thereof; (6) compliance with all requirements identified in writing by the University Construction Monitor to Network in response to a request from Network for acceptance of the donation of any Improvements; (7) delivery to the LSU Representative of either (i) a clear lien certificate as to the Work or phase of the Work, which certificate has been obtained from the Orleans Parish Clerk's office, or (ii) evidence that any liens against the Improvements have been adequately bonded; and (8) final acceptance of all Work or a completed phase of the Work by Network and written approval by the LSU Representative that final acceptance has occurred.

Effective Date means the _____ day of _____, 2023.

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

Governmental Regulations or Regulations means any and all laws and statutes, all building, zoning, life safety, and other codes, acts, ordinances, resolutions, orders, judgments, case precedents, decrees, directives, writs, injunctions, rules, regulations, policies, restrictions, permits, plans, approvals, authorizations, concessions, investigations, reports, guidelines and requirements or accreditation standards of any Governmental Authority having jurisdiction over LSU, the Foundation, the Property, the Facilities or affecting the Property, the Facilities, and any lease or sublease of the Property and/or the Facilities, including, without limitation, all applicable Environmental Laws, the Americans with Disabilities Act and the Occupational Safety and Health Standards of the State and the United States, each as amended; provided, however, that this definition shall not be interpreted as waiving protections granted to any party against future laws impairing the obligations of contracts between the parties and/or third parties.

Ground Parking Lot means that area more particularly described as "SQ 497 LOT HD2 GRAVIER 154 OVER 304 117 OVER 223" and reflected on Exhibit C hereto as "Parking Lot" with fifty-seven (57) parking spaces.

Improvements means any construction and renovations, other than Network maintenance constructed by Network on the Premises in accordance with the plans and specifications and the terms of this Agreement and made pursuant to Article V, and thereafter during the Term of this Agreement.

Initial Term means the initial five (5) year term of this Agreement.

LSUHSC-NO means the LSU Health Sciences Center - New Orleans, a Campus and academic center of LSU located in New Orleans, Louisiana, focused on health sciences, and housing the LSU School of Medicine, LSU School of Allied Health Professionals, LSU School of Dentistry, the LSU School of Graduate Studies, the LSU School of Nursing, and the School of Public Health.

LSUHSC-NO Construction Monitor means one or more persons designated and authorized in writing from time to time by the Chancellor of LSUHSC-NO or his designee to monitor Network's construction progress during the construction phase of the Work who shall be either a licensed architect or a licensed engineer. The initial University Construction Monitor shall be the LSUHSC-NO's Associate Vice Chancellor for Property and Facilities Management.

LSU Representative means the Associate Vice President, Facilities and Property Oversight for the Board or his/her designees.

Network means Louisiana State University School of Medicine in New Orleans Faculty Group Practice.

Network Equipment means that equipment owned and used by the Network in or on the Premises.

Network Maintenance means the performance of any maintenance, repair or cosmetic changes made by Network at Network's sole expense for which: (1) neither LSU nor industry standards would require Network to engage an architect; and (2) neither industry standards nor Applicable Laws would require the issuance of a building permit. Network Maintenance includes painting and carpentry work that does not require the engagement of an architect or the issuance of a building permit, but which nevertheless may require the approval of the Board.

OFPC means the Office of Facility Planning and Control within the Division of Administration for the State of Louisiana.

Payment and Performance Bonds means payment and performance bonds required in connection with performance of the Work and described in Section 5.1(d) of this Agreement.

Permitted Use means the renovation and use of the Premises by Network for its primary practice location and for the provision of medical services to its patients.

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

Premises means Seton Professional Building located at 478 S. Johnson St., New Orleans Louisiana 70112, referred to herein as the Property available for Network's use.

Property means the land and buildings as defined in this Agreement and more particularly described in Exhibit C hereto.

Punch List means a list prepared by the Architect and approved by the LSUHSC-NO Construction Monitor and the LSU Representative, which sets forth those items of Work to be completed following Substantial Completion, prior to final acceptance.

Renewal Term(s) means one or more additional one (1) year terms as provided in Section 10.1.

Rent means the payments to be made by Network to LSUHSC-NO for the Premises as set forth in Section 2.2 of this Agreement and the use of certain portions of the Ground Parking Lot.

Seton Professional Building means that certain structure designated as Building ID No. 09928, formerly known as "Seton Clinic." Located on the campus of LSUHSC- New Orleans in New Orleans, Louisiana, Site ID No. 1-36-69, which structure is reflected on Exhibit C hereto as "Seton Professional Building."

State means the State of Louisiana.

Substantial Completion means the date or dates on which (a) the Architect has certified to Network that the Work (or, if approved by the LSUHSC-NO Construction Monitor and the LSU Representative, any portion of the Work) has been completed substantially in accordance with the Plans and Specifications, subject to customary punch list items remaining to be completed, (b) the LSUHSC-NO Construction Monitor and the LSU Representative have given written approval of the Architect's certificate, which approval shall not be unreasonably delayed, withheld or conditioned, and (c) governmental certificates and approvals required to allow beneficial use and occupancy of the Improvements have been obtained, including, but not limited to, a Certificate of Occupancy (whether temporary or final) and State Fire Marshal approval.

Term means the Initial Term and all Renewal Term(s).

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

ARTICLE II

PREMISES, AND RENT

Section 2.1. – Premises. For and in consideration of payment of Rent as set forth in Section 2.2, Board hereby leases the Premises as defined herein to Network for the Term, and hereby grants to Network such rights of use and access as are necessary for Network to perform the Work and conduct Permitted Use in the Premises. The parties agree that the Premises are provided to Network unfurnished.

Section 2.2. - Rent. Network shall pay Rent to Board for the Premises as follows:

- A.) TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$250,000.00) for the twelve-month period from January 1, 2023, to January 1, 2024.
- B.) Rent shall be due and payable from Network to LSUHSC-NO in advance in twelve (12) equal monthly installments of TWENTY THOUSAND EIGHT HUNDRED AND 33/100 DOLLARS (\$20,833.33) each, on the first day of every month to LSUHSC-NO, and delivered to the Vice Chancellor of Finance, LSU Health Science Center, 433 Bolivar Street, Suite 811, New Orleans, LA 70112, and to further provide for an increase in the monthly rent of TWO PERCENT (2%) for each twelve (12) month period that passes after November 1, 2023.
- C.) The parties hereto agree that Board will credit Network an amount toward the payment of Rent equal to the documented amount of costs incurred and expenditures actually made by Network after the Effective Date of this Agreement for Improvements made pursuant to Plans and Specifications approved by the LSU Representative, and/or for Network Maintenance, not to exceed a total of THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$300,000.00) in credit. Said credit shall be granted on a dollar-per-dollar basis, in accordance with applicable law and restrictions regarding LSUHSC-NO expenditures, until the entirety of the THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) is reached.

Section 2.3. - Furnishings. The Premises in the Seton Professional Building does not include any furnishings or equipment.

Section 2.4 - Parking. In addition to the Premises, as further consideration for the payment of Rent by Network to Board, Network shall have the right to utilize fifty-seven (57) in the Ground Parking Lot reflected as the "Parking Lot" on Exhibit "C" hereto. Separately, Network employees will be permitted to purchase parking at the same rates and terms as employees of LSUHSC-NO employees. Network may collect parking fees on behalf of its employees and submit monthly payments for parking to LSUHSC-NO.

Section 2.5 – Common Areas. The parties agree that the Network will have the non-exclusive right, along with the other tenants of the Seton Professional Building and their employees and invitees, to use the landscaped areas, first floor lobby, entrance ways, hallways, elevators, fire stairs, restrooms and other areas designated from time-to-time by Board for common tenant use (herein the "Common Areas"). In using the Common Areas, Network will not impede the use of the Common Areas by other tenants, or by Board or LSUHSC-NO, and Network will use its best efforts to prevent its employees and invitees from loitering in the Common Areas or using the Common Areas for other than their intended purpose. Board will have exclusive control and management over the Common Areas and will have the right, from time-to-time, to establish rules

and regulations with respect to the use of the Common Areas that do not materially hinder the regular business operations of Network in the Premises, to close temporarily any portion of the Common Areas (provided reasonable access, to the extent not otherwise restricted by any Governmental Authority or as the result of Force Majeure, remains open at all times to the Premises), and to increase, reduce, reconfigure, or change the Common Areas in any way Board determines to be necessary or desirable provided any such changes do not materially affect Network's access to the Seton Professional Building, access to parking, and ingress and egress to the Premises or materially increase Network's costs of operating in the Premises. Board will have no liability to Network by reason of any closure, increase, reduction, reconfiguring, or other change in the Common Areas that is performed in conformance with this Section.

ARTICLE III **AGREEMENT TO CONSTRUCT AND DONATE IMPROVEMENTS**

Section 3.1 - Improvements. Network may construct the Improvements in accordance with the Plans and Specifications at Network's sole cost and expense, and to donate the Improvements to Board after completion of the Work. It is estimated that the total cost of the Improvements, including both construction and design, will be approximately THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00), all of which cost and expense shall be paid by Network. The amount estimated for cost and expense may be increased with the written consent of Network and the LSU Representative, subject to the requirements of Sections 5.1(A)-(L) hereof, provided, however, that any such increase shall not increase the total amount of credit toward the Rent set forth in Section 2.2(C) hereof.

ARTICLE IV **USE OF PREMISES**

Section 4.1 - Permitted Use. Except with the prior, written consent of the LSU Representative, Network shall use the Premises only for construction and use of the Improvements by Network as its primary practice location, and to provide medical services to its patients, which include, but are not limited to, LSUHSC-NO's students, faculty, and staff; and

Section 4.2 - Prohibited Uses. Network shall not use the Premises for the sale, distribution, storage, transportation or handling of petroleum or other similar synthetic products. Network shall not make any use of the Premises in violation of any Applicable Laws or Government Regulations, and Network shall not permit any contamination or pollution on or about the Premises or increase the fire or insurance hazard by any use thereof.

Section 4.3 - Permits. Before beginning any Work on the Premises, Network shall obtain any permits required by the State of Louisiana, the Parish of Orleans and the United States of America or any of their agencies, subdivisions, or departments and otherwise as required by Applicable Laws.

Section 4.4 - Prior Approval. Network shall not install or otherwise place storage tanks in or on the Premises without the LSU Representative's prior written consent which, in addition to any other conditions required by the LSU Representative, shall be subject to the condition that

any such tanks shall be located on a concrete slab and shall be surrounded by a retaining wall that will retain the products stored in the tanks in the event of any spill, discharge, leak, overflow, or other release.

Section 4.5 - Environmental. Except in conformity with applicable environmental laws and regulations, Network shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of, on or in the Premises, the Seton Professional Building or the Ground Parking Lot (i.e., collectively the Property) by Network, or by Network's agents, employees, contractors, customers, patients, permittees or invitees, other than those Hazardous Substances usually and customarily used in a normal medical office; provided that such Hazardous Substances are used, stored, generated, maintained, disposed, processed, produced or made in compliance with all Applicable Laws. Network shall dispose and remove of all Hazardous Substances and waste at its own expense, provided however, the Board shall have the right to require that Network engage, at Network's expense, a contractor approved by Board to dispose of all Hazardous Substances and waste used, stored, generated or disposed of on the Premises, the Seton Professional Building, or the Ground Parking Lot. If Hazardous Substances are used, stored, generated, or disposed of, on or in the Property during the Term of this Agreement or otherwise as a result of the action of Network or its agents, employees, representatives, contractors, customers, patients, permittees or invitees, Network shall indemnify and hold harmless the Board from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the Property, or any neighboring lands or structures owned by Board, damages caused by losses or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant, and expert fees) arising during or after the Term and arising as a result of that use or contamination by Network or its agents, employees, representatives, contractors, customers, patients, permittees or invitee. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any clean-up, removal, or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the foregoing, if Network or its agents, employees, representatives, contractors, customers, patients, permittees or invitees, cause or permit the presence of any Hazardous Substance on the Property that results in contamination, Network shall promptly, at its sole expense, take any and all necessary actions to return the Property to the condition existing prior to the presence of any such Hazardous Substance on the Property. Network shall first obtain Board's approval for any such remedial action. As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive, and that is regulated by any local government, the State of Louisiana, or the United States Government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste," "extremely hazardous waste," or a "hazardous substance" pursuant to state, federal, or local government law. "Hazardous Substance" includes but is not restricted to asbestos, PCBs, or petroleum. Notwithstanding any other provision of this Agreement, Network shall not be responsible for environmental contamination or pollution, if any, existing on the Property as of the Effective Date or migrating from off-site onto the Property either before, during, or after Network's occupancy.

ARTICLE V
CONSTRUCTION

Section 5.1 - Improvements. At its sole cost and expense, Network shall construct any and all Improvements in a good and workmanlike manner, in accordance with the following provisions:

A.) Plans and Specifications/Change Orders. At least thirty (30) days prior to commencement of construction of any Improvement, proposed final plans and specifications approved by the LSUHSC-NO Construction Monitor shall be delivered to the LSU Representative for his review. The LSU Representative shall approve or disapprove such proposed final plans and specifications in writing within thirty (30) days of receipt thereof. After approval by the LSU Representative, any change in work and materials relating to construction of the Improvements which either (1) materially alters the nature or quality of the Improvements and costs more than TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00), or (2) materially alters the structure of the Seton Professional Building and costs more than TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00), is subject to the prior review and approval of the LSU Representative, which approval shall not be unreasonably withheld, delayed or conditioned. Network shall notify the LSU Representative in writing of any such proposed changes in work or materials, and provide to the LSU Representative copies of the proposed changes, and the LSU Representative shall either approve or disapprove any such changes within seven (7) Business Days after receipt of such notice from Network. If the LSU Representative fails to respond within such seven (7) day period, it shall be deemed that LSU disapproves such changes. Notification to the LSU Representative shall include copies of proposed change orders approved by the Contractor, the Architect, the Network and the LSUHSC-NO Construction Monitor, and shall further include sufficient information for the LSU Representative to make a determination whether to approve or disapprove such changes in the Work or materials. Complete copies of all final change orders shall be provided to the LSU Representative no later than the commencement of the Work represented by the change order, even if LSU Representative approval is not required. Changes in work or materials relating to construction of the Improvements not required to be submitted to the LSU Representative by this section shall be submitted in writing (unless written submission is waived by the LSUHSC- NO Construction Monitor) to and received by the LSUHSC-NO Construction Monitor who shall either approve or disapprove any such changes within two (2) Business Days after receipt of such request and copies of the proposed changes from Network. If the LSUHSC-NO Construction Monitor fails to respond within such two (2) Business Day period, it shall be deemed that he disapproves such changes.

B.) Commencement and Completion of Work. Unless delayed by Force Majeure, Network agrees, at its own expense, to: (1) commence the Work on the Premises within sixty (60) days after the LSU Representative has given

written approval of the notice to commence; and (2) make best reasonable efforts to achieve Substantial Completion of the Work within a reasonable period thereafter. No work shall commence until the LSU Representative has given written consent to the notice to proceed and written approval to the final proposed plans and specifications. The commencement and completion dates set forth herein may be extended by a written request issued by the Network and approved in writing by the LSU Representative.

C.) Construction Contract. The Work shall be performed on behalf of Network pursuant to the terms of the Construction Contract, and Network shall comply with all requirements of La. R.S. 9:4801. Network shall not enter into a proposed Construction Contract without the prior written approval of the LSU Representative. The LSU Representative shall approve or disapprove the proposed final contract within ten (10) days of receipt from Network. Proper notice of the Construction Contract and Payment and Performance Bonds shall be recorded properly in the mortgage records of Orleans Parish prior to commencement of the Work. Network shall include a liquidated damages clause acceptable to the LSU Representative in the proposed Construction Contract. No change or change order to the Construction Contract which materially and substantially deviates from the Construction Contract as originally approved shall be implemented without the prior written consent of the LSU Representative. Board and Network hereby acknowledge the following, and, to the extent practically and legally possible, the Construction Contract and all subcontracts entered into by the Contractor shall acknowledge expressly that they have been informed of the following:

- (i) The Work will be performed solely and exclusively for Network.
- (ii) Network is a separate legal entity from LSUHSC-NO and Board. It is not acting as agent for LSUHSC-NO or Board, and Network has no authority to obligate LSUHSC-NO or Board to any extent whatsoever.
- (iii) Neither Board, LSUHSC-NO, nor the State of Louisiana shall be liable, directly or indirectly, for the payment of any sums whatsoever or for the performance of any other obligation whatsoever arising out of the Work performed pursuant to this Agreement.
- (iv) Network has no ownership interest in the Premises on which the Work will be performed. Any improvements placed on the Premises shall become property of Board upon completion of the Work. The Work shall not give rise to any rights against the Premises, the Board or LSUHSC-NO.

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

D.) Payment and Performance Bonds. Network shall require that the Contractor provide a performance and labor and materials payment bond(s) with a corporate surety authorized to do business in the State of Louisiana. Said bond(s) shall be for the greater of the full amount of the contract sum or the guaranteed maximum price as defined and established in the Construction Contract. Network, Board and LSUHSC-NO shall be obligees under the bond(s).

E.) Rights Concerning the Premises During Construction. To the extent necessary, Network and the Contractor shall have the right to occupy and use the Premises, with reasonable ingress to and egress from the Premises, during the term of this Agreement and, with the prior written consent of LSUHSC-NO Construction Monitor, shall fence or block off that area of the Premises necessary to perform the Work in a safe and secure manner. Network assumes all responsibility for the condition of the Premises during the Term of this Agreement. Network and the Contractor shall maintain the Premises and any improvement or construction thereon in a reasonably prudent manner at all times until the Work is accepted by the LSU Representative and donated to the Board. Board shall not be responsible for the construction of any Improvement or Work. Furthermore, Board shall not be responsible for any maintenance or repairs to the Premises or the Work during the Work. The LSUHSC-NO Construction Monitor and the LSU Representative and any other individuals authorized by the LSU Representative shall at all times have access to the Premises and the exercise of all rights as owner except as otherwise provided herein, even those not specifically acknowledged herein. Network accepts the Premises for the purposes herein outlined without any warranty of title or recourse whatsoever against Board.

F.) Access over Adjoining Property during Construction. Board hereby grants to Network a servitude of access over and across such other property owned by Board only in so far as such is reasonably necessary in order for the Network to fulfill its obligations hereunder, provided, however, that such access routes are approved in writing by the LSUHSC-NO Construction Monitor, and do not

interfere with the rights of any other occupants of the Seton Professional Building. Network shall not unreasonably interfere with Board's use of such other property.

G.) LSU Rules and Regulations: Access During Construction. Network agrees that it will comply with all Board and LSUHSC-NO regulations, policies and mandates with regard to all contractors and personnel entering the Premises for purposes of construction, which rules and regulations will be addressed at the pre-construction conference, and Network will secure, at its own expense, all necessary permits and licenses from all regulatory agencies or bodies. Network shall make these same requirements of the Contractor. At all times during construction, the LSUHSC-NO Construction Monitor, the LSU Representative and any individuals authorized by the LSU Representative shall have the right but not the obligation to enter the Premises and review the Work to determine that it is being performed in compliance with the Plans and Specifications and in a good and workmanlike manner, and further the LSUHSC-NO Construction Monitor, the LSU Representative and any individuals authorized by the LSU Representative shall have the right but not the obligation to review any and all documents related to the construction.

H.) Acceptance of Construction. Network and Board agree to work together to identify and facilitate completion of all warranty and punch list items within the first year following acceptance of the Work. Network will not accept the Work without the written approval of the LSU Representative. Board reserves the right to refuse to approve the acceptance of the Work unless monies equal to the value of the punch list deficiencies are withheld by the Network and designated for payment to the Contractor only upon completion of the punch list items. Upon donation of the Work by Network to Board, Network hereby agrees that, to the extent allowed by law, Network will assign or transfer to Board its right to enforce actions against the Contractor and/or the Architect arising out of the Work; provided, however, Network shall continue to be obligated to complete the Punch List items. Final payment shall not be made to the Contractor until the LSU Representative agrees in writing that the Punch List items have been completed.

I.) Funds for Construction. At the LSU Representative's request, prior to the commencement of Work, Network shall satisfy the LSU Representative that the total amount of money needed to complete the Work has been collected or acquired by the Network and is dedicated to that use. At the LSU Representative's sole option, Network may be required to provide a letter of credit, a performance bond, or a dedicated escrow account to guarantee its performance. If the LSU Representative determines that outside expertise is needed to review a financing plan, Network shall reimburse the Board or LSUHSC-NO the reasonable cost of employing such experts.

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

K.) Inspection and Survey. Network shall inspect the Premises, and arrange for any necessary surveys and other site investigations at its expense. Network accepts the Premises in its present condition.

L.) No Liens; Release of Recorded Liens. Network shall not suffer or permit any liens to be enforced against the Premises or Board by reason of a failure to pay for any work, labor, services or materials supplied or claimed to have been supplied to Network or to anyone through or under the Network. If any such liens shall be recorded against the Premises, Network shall cause the same to be released of record, or in the alternative, if the Network in good faith desires to contest the same, Network shall be privileged to do so, but in such case, Network shall promptly deposit with the Recorder of Mortgages of Orleans Parish a bond guaranteeing payment of any such liens and hereby agrees to indemnify, defend with an attorney of the LSU Representative's choice, and save Board harmless from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure on said lien, cause the same to be discharged and released prior to the execution of such judgment.

Section 5.2 - Signage. Before erecting or placing any sign upon the Premises or the Improvements, Network shall submit the design specifications of such sign to the LSU Representative for approval. Network may only erect or place signage hereunder if it has obtained the prior written approval of the LSU Representative.

ARTICLE VI **INSURANCE**

Section 6.1 Insurance During Construction. Unless otherwise approved in writing by the LSU Representative, during the Work and prior to the donation of the Improvements to Board, and with respect to any Network Maintenance, Network shall maintain or require the Contractor to maintain the following:

A.) Builder's Risk Insurance. Network or Contractor shall provide a Builder's Risk Insurance Policy. The insurance shall afford property hazard insurance coverage against loss or damage by fire, lightning, explosion, earthquake, collapse, theft, sprinkler leakage, vandalism and malicious mischief and such other perils as are included in the ISO Causes of Loss - Special Form (CP130), and against such other insurable perils as, under good insurance practices, from time to time are insured against for properties of similar character and location, for not less than one hundred percent (100%) of the full replacement value of the Work, the Premises, and the Improvements under construction to protect against any damage or loss prior to the completion of the Work, including the

Premises and the Improvements. This policy shall be taken out prior to commencement of construction of any Work and may be discontinued only upon the provision to the LSU Representative by Network of written notice of Substantial Completion of all Work. The coverage shall include, but not be limited to, the architect's and engineer's fees to provide plans, specifications and supervision of Work for the repair and/or replacement of property damage following a loss during construction. A certificate of insurance as evidence of such insurance shall be provided to the LSU Representative prior to commencement of any Work. The policy shall include coverage for the insurable interests, if any, of Board, LSUHSC-NO, the Network and Network's Contractor(s), and any subcontractors as their interests may appear.

B.) General Liability and Property Damage Insurance. Network and its Contractors, before commencing any construction, shall procure such comprehensive liability and property damage insurance, including insurance for the operation of motor vehicles, which will cover Network's, Board's, Contractor's and the Architect's legal liability arising out of the construction performed by Network or any of its contractors or subcontractors and by anyone directly or indirectly employed by either of them, for claims for damages for personal injury, including accidental death, as well as claims for property damage, including but not limited to damage to surrounding buildings, which may arise from operations for the construction of the work, with minimum limits of liability of TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00) dollars per occurrence and FIVE MILLION AND 00/100 DOLLARS (\$5,000,000.00) general aggregate. Network shall also require its contractors and subcontractors to have in full force and effect a policy of workmen's compensation and employer's liability insurance before proceeding with the construction under this Agreement. Written evidence of such insurance shall be provided to the LSU Representative prior to commencement of the Work.

C.) Architect's Design, Errors and Omissions. Other than with respect to the performance of Network Maintenance, upon execution of this Agreement, Network shall provide the LSU Representative with evidence that the Architect has procured architect's design, errors and omissions insurance coverage for the Work in an amount acceptable to the LSU Representative, and Board shall be named as an additional insured on said policy.

Section 6.2 – Network's Insurance During the Term. Throughout the Term of this Agreement, Network shall at all times maintain or cause to be maintained, with respect to the Premises and the Improvements, insurance in the following types and amounts. Such insurance shall be with insurance companies duly licensed to do business in the State of Louisiana and bearing a rate of A-VII in the latest Best Casualty Insurance Reports.

TYPE	AMOUNT
<p>Commercial General Liability Insurance for the following where the exposure exists:</p> <ul style="list-style-type: none"> (a) Property-operations (b) broad form lease liability (c) Products and Completed operations (d) use of Contractors and subcontractors (e) personal injury (bodily injury and death) (f) broad form property damage (g) explosion, collapse and underground property damage (h) independent Contractors (i) sprinkler leakage legal liability (j) Waiver of subrogation language 	<p>Limits in an amount not less than: \$2,000,000.00 per occurrence; \$5,000,000.00 General Aggregate; and \$5,000,000.00 Products & Completed Operations Aggregate; less a commercially reasonable deductible. “Claims Made” form is not acceptable.</p>
<p>Business Automobile Liability Insurance for bodily injury and property damage, covering owned automobiles, hired automobiles and leased automobiles.</p>	<p>Combined single limit of \$1,000,000.00 per occurrence</p>
<p>Worker’s Compensation & Employer’s Liability Insurance with waiver of subrogation clause</p>	<p>Limits as required by the Labor Code of the State of Louisiana and Employer's Liability coverage.</p>
<p>Business Interruption Insurance covering loss of rents by reason or total or partial suspension of, or interruption in, the operation of Leased Property caused by the damage thereof.</p>	<p>Twelve (12) months guaranteed rental revenue</p>

Section 6.3 - Insurance Policies. Unless otherwise approved by the LSU Representative in writing, the following requirements shall be applicable to insurance policies and coverages required pursuant to the terms of this Agreement:

A.) Required Insurance Shall Be Primary. All insurance required hereby shall be primary as respects Board, its members, officers, employees and authorized agents. Any insurance or self-insurance maintained by the Louisiana Office of Risk Management and Board shall be excess and noncontributory of Network or any Contractors’ insurance.

- B.) Failure to Comply with Reporting Requirements.** Any failure of the Network or Contractor to comply with reporting requirements of a policy required hereby shall not affect coverage provided to Board, its members, officers, employees and authorized agents.
- C.) Application of Multiple Policies.** The Network's and/or Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policy limits.
- D.) No Release.** Neither the acceptance of the completed Work nor the payment therefore shall release the Network or Contractor or insurer from applicable obligations of the insurance requirements or indemnification requirements set forth herein.
- E.) No Recourse.** The insurance companies issuing the required policies shall have no recourse against Board for payment of premiums or for assessments under any form of the policies.
- F.) Excess Insurance.** Excess umbrella insurance may be used to meet the minimum requirements for the general liability and automobile liability only.
- G.) Deductibles and SIRs.** The Network and/or Contractor shall be responsible for all deductibles and self-insured retentions.
- H.) No Special Limitations.** The coverage required hereunder shall contain no special limitations (*e.g.*, limitations beyond those that are normal and customary based on the policy, coverage and activity insured) on the scope of protection afforded to Board, its members, officers, employees and authorized agents.
- I.) Licensed Louisiana Insurers.** All insurance shall be obtained through insurance companies duly licensed and authorized to do business in the State of Louisiana, which, to the extent available on commercially reasonable terms, bear a rating of A+:XV in the latest A. M. Best Co. ratings guide. If at any time an insurer issuing a policy hereunder does not meet the minimum A. M. Best Co. ratings, and such requirement has not been waived in writing by the LSU Representative, the Network and/or Contractor shall obtain a policy with an insurer that meets the A. M. Best Co., rating required and shall submit another Certificate of Insurance as required hereunder.
- J.) Occurrence Based Policies.** All insurance required hereunder, with the exception of Architect's Design Errors and Omissions policies, shall be occurrence coverage. Except as specifically permitted herein, claims-made policies are not allowed.
- K.) Verification of Coverage.** The Network shall furnish the LSU Representative with Certificates of Insurance reflecting proof of coverage required hereunder.

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

L.) Additional Insureds. The Network, Board and its members, officers, employees and authorized agents shall each be named as additional insureds on all policies required hereby. Such additional insured status shall apply to both ongoing and complete operations. Accordingly, Contractor shall provide evidence that ISO forms CG2010 and CG2037 are attached to Contractor's General Liability policy.

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

N.) Blanket Policies. If any blanket general insurance policy of Network complies with the requirements of this Agreement, such insurance shall fulfill the requirements set forth herein.

O.) Limitation on Liability. The insurance and other provisions of this Agreement do not waive or abrogate, are not intended to waive or abrogate, and shall not be interpreted to waive or abrogate, the limitation on liability established under La. R.S. 13:5I 06 for Board.

ARTICLE VII

OPERATION, MAINTENANCE, REPAIRS, SECURITY AND OTHER SERVICES

Section 7.1 - Permitted Use. Network shall procure and maintain all licenses, permits and accreditation, if any, required for Network's use of the Premises and the Network Equipment.

Section 7.2 - Maintenance and Repair of Premises.

- A.) Board shall provide all general janitorial and custodial services to the Premises. Board shall not provide medical grade janitorial and custodial services to the Premises.
- B.) Except as to Improvements made by Network and as to Network Maintenance, Board, at its sole cost and expense during the Term, shall provide all other ordinary and routine maintenance to the Premises during the Term including heating, ventilating, air conditioning, mechanical, electrical, elevators, plumbing, fire, sprinkler and security systems.
- C.) With the prior, written consent of the LSU Representative, Network may perform Network Maintenance, which Network Maintenance, shall be performed in accordance with any conditions or requirements reasonably imposed by the LSU Representative.

Section 7.3 - Utilities. Board agrees to be responsible for the cost of all utilities serving the Premises, including electric power, water and sewer, but excluding IT and telephony which will be the subject of a separate agreement between Board and Network. If Network desires to install or use any equipment, trade fixtures, or fixtures using unusual amounts of electricity in the Premises, then Network shall obtain the LSU Representative's approval of such item or items, and Board, at its option, may require that Network pay a charge for said increased electricity usage equal to the estimated increases in the amount charged to the Board as a result of Network's use of any of the aforementioned items. Any such charge for additional electricity shall be paid by Network in monthly installments or at Board's option, upon demand.

Section 7.4 - IT Equipment and Telephony. The provision of IT equipment, IT usage and telephony and telephone equipment shall be addressed by the parties in a separate agreement.

Section 7.5 - Return of Premises at the Termination of this Agreement. At the Termination of this Agreement, Network shall return the Premises to Board with all improvements made by it in as good a condition as that in which it was received, and/or completed, subject only to the normal wear and tear of a prudent use. The cost and expense of any repairs necessary to restore the condition of the Premises shall be borne by Network.

ARTICLE VIII

DONATION OF IMPROVEMENTS AND TITLE TO IMPROVEMENTS

Section 8.1 - Donation of Improvements. Network shall donate the Improvements to Board after all Donation Acceptance Requirements have been completed to the LSU Representative's reasonable satisfaction (unless the LSU Representative agrees in writing to accept the donation of the Improvements subject to Network obligating itself to complete specifically identified Donation Acceptance Requirements). Furthermore, on or before the donation of the Improvements to Board, Network shall assign to Board all guarantees and warranties as set forth in Section 8.2 below. Unless otherwise agreed to in writing by Board and Network, the Work shall

not be donated to Board until such events have occurred. Unless otherwise agreed to in writing by the LSU Representative and Network, use and/or occupancy of the Improvements shall be prohibited until the Improvements have been donated by Network to Board.

Section 8.2 - Transfer of Ownership. Upon fulfillment of the conditions set forth in Section 7.1 hereof, the Improvements shall be donated to and title and ownership to said Improvements shall be transferred to and shall become owned by Board. Said donation shall occur concurrently with final fulfillment of the conditions set forth in Section 8.1, and, upon said donation, Network shall have no further responsibilities, obligations or liabilities with regard to the Improvements, Premises or the Work except as otherwise specifically set forth in this Agreement. Network shall bear the risk of loss with respect to the Improvements until acceptance of the donation by the LSU Representative. Furthermore, prior to such donation, Network shall obtain guarantees and warranties from the Contractor or Contractors and suppliers of equipment, which guarantees and warranties shall be assigned to and shall run in favor of Board upon the donation of the Improvements, provided, however, Network itself shall make no warranty as to the condition of the Work. To the extent that such terms are available on commercially reasonable terms, guarantees and warranties for the construction and completion of the Improvements shall run from the later of (1) the fulfillment of the conditions set forth in Section 8.1 and this Section 8.2, or (2) the full execution of the donation of the Improvements from the Network to Board or (3) occupancy for the purposes set forth herein (the “Warranty Commencement Date”), which warranties shall include but not be limited to the following items and periods if available:

- A.) For one year following the Warranty Commencement Date, all defects in materials and workmanship; and,
- B.) For the length of manufacturers’ warranties, all appliances and equipment.

Section 8.3 - Execution of Documents. Upon fulfillment of the conditions set forth in this Article VIII hereof the parties agree to execute any and all documents necessary to effectuate the donation and the acceptance thereof on behalf of Board. The parties will record the donation and acceptance in the records of Orleans Parish.

Section 8.4 - Termination of Agreement by Board. Notwithstanding anything contained in this Agreement, at all times Board shall have the absolute right to terminate this Agreement on thirty (30) days’ written notice to Network. Upon such termination either Board shall take title to the Improvements, or Board, at its option, may require Network to transfer all of its right, title and interest in this Agreement, in any funds dedicated to complete the construction of the Improvements (subject to applicable donor restrictions and the terms of any valid and perfected liens, pledges and other security interests) and in the Improvements already constructed, to another non-profit corporation or entity which meets the requirements of La. R.S. 17:3390, which is acceptable to Board, and which accepts the obligations of the Network hereunder.

ARTICLE IX
INDEMNIFICATION

Section 9.1 - Indemnification by Network. Network, for itself and for its successors, assigns, agents, contractors, employees, invitees, customers and licensees, agrees to indemnify, defend and to hold Board harmless against any loss for damages or injuries that may be suffered by Board or by any person, including but not limited to Network's agents, contractors, employees, invitees and licensees, and for any loss for damages or injuries suffered to or by the Premises or the Seton Professional Building, to the extent such loss arises out of or is related to the Work or Network's occupancy or use of the Premises, the Ground Parking Lot or the Seton Professional Building, or to Network's successors, assigns, agents, contractors, employees, invitees, customers, or licensees, except to the extent caused by acts or omissions by Board's members, officers and employees unless said Board, members, officers and employees are acting at the direction or request of the Network, and Network agrees to defend Board with an attorney of Board's choice in any legal action against it and pay in full and satisfy any claims, demands or judgments made or rendered against Board, and to reimburse Board for any legal expenses, including attorney's fees and court costs, which may be incurred by it in defense of any claim or legal action arising thereunder, and repair any damages to the Premises, the Ground Parking Lot, or to the Seton Professional Building.

Section 9.2 - Indemnification by Board. To the extent allowed by Applicable Laws, Board, agrees to indemnify, defend and hold Network harmless against any loss for damages or injuries that may be suffered by Network or by any person including but not limited to Board's members, employees, or officers, except if any of such persons are acting at the direction or request of the Network, to the extent that such loss, damage or injuries arise out of or are related to the fault or negligence of Board, its members, employees, or officers, and Board agrees to defend Network in any legal actions against it and, to the extent allowed by Applicable Law, pay in full and satisfy any such claims, demands or judgments made or rendered against Network, and to reimburse Network for any legal expenses, including attorney fees and court costs, which may be incurred by it in defense of any such claim or legal action arising thereunder, provided, however, that Board's costs and expenses incurred in fulfilling this indemnity and defense shall be limited to proceeds from the Office of Risk Management or otherwise which are available for this purpose.

ARTICLE X
TERM

Section 10.1 - Term. This Agreement shall remain in full force and effect for an Initial Term of five (5) years, beginning on the Effective Date and shall be automatically renewed for successive additional one (1) year term(s) unless either party gives sixty (60) days' advance written notice to the other of its intent not to renew.

ARTICLE XI
NOTICES

Section 11.1 - Notices. All notices, requests and communications required or permitted by this Agreement, shall be given in writing by (i) personal delivery (confirmed by courier delivery service), (ii) expedited delivery service with proof of delivery, (iii) facsimile and confirmed in writing by mail, or (iv) United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

Such notices when given by Network shall be addressed to Board as follows:

Board: Board of Supervisors of Louisiana State University and Agricultural and Mechanical College
Attention: William Tate, IV, President, LSU
3810 West Lakeshore Dr. Baton Rouge, Louisiana 70808
Facsimile: 225-578-5524

With copies to: LSU Health Sciences Center New Orleans
Attention: Associate
Vice Chancellor for Property and Facilities Management
433 Bolivar Street, Suite 803
New Orleans, Louisiana 70112
Facsimile: 504-568-5577

Such notices when given by Board shall be addressed to Network as follows:

Network: Louisiana State University School of Medicine in New Orleans Faculty Group Practice
Attention: J. Christian Winters, MD; CEO
478 S. Johnson St.
New Orleans, LA 70112
cwinte@lsuhsc.edu

Any party may change its address for purposes of this Section 11.1 by giving written notice of such change to the other party in the manner provided in this section. Except as expressly provided herein, any notice provided for herein shall become effective only upon and at the time of first receipt by the party to whom it is given, unless such notice is only mailed by certified mail, return receipt requested, in which case it shall be deemed to be received three (3) business days after the date that it is mailed. Either party may, by proper written notice hereunder to the other party, change the individual address to which such notice shall thereafter be sent; provided, however, such new notice address will be effective ten (10) business days after delivery of notice of the new notice address. Rent payments shall be made payable to Board as provided in Section 2.2 above, which Rent payments may be made via regular mail addressed as shown in Section 2.2, but shall not be timely unless received by Board on or before the date on which they are due.

ARTICLE XII
NETWORK DEFAULT

Section 12.1 - Default by Network. Board may declare Network in default upon one or more of the following events:

- A.) Failure to Timely Commence or Complete.** Failure of Network to commence and/or complete the Work as set forth in this Agreement, within the time frame allowed, unless such time period has been mutually extended in writing by the LSU Representative and Network unless such failure was caused by a Force Majeure, and which failure has continued for a period of thirty (30) days after receipt of written notice from the LSU Representative specifying such failure and requesting that it be remedied; or
- B.) Breach of Agreement Covenants.** Failure of Network to observe or perform any other covenant, condition or obligation upon its part to be observed or performed under this Agreement for a period of thirty (30) days after receipt of written notice specifying such failure and requesting that it be remedied; or
- C.) Taking of Improvements.** The taking by execution of the Improvements for the benefit of any person or entity other than Board; or
- D.) Involuntary Bankruptcy.** A court having jurisdiction shall enter an order for relief in any involuntary case commenced against Network, as debtor, under the Federal Bankruptcy Code, as now or hereafter constituted, or the entry of a decree or order by a court having jurisdiction in the premises appointing a custodian, receiver, liquidator, assignee, trustee, sequestration, or other similar official of or for Network or any substantial part of the properties of Network or ordering the winding up or liquidation of the affairs of Network, and the continuance of any such decree or order not stayed and in effect for a period of ninety (90) consecutive days; or
- E.) Voluntary Bankruptcy.** The commencement by Network of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or the consent or acquiescence by Network to the commencement of a case under such Code or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestration, or other similar official of or for Network or any substantial part of the properties of the Network; or
- F.) Abandonment of Project.** Network, after commencement of construction but prior to substantially completing construction of the Improvements, abandons (with no intent to continue) construction for a period of ninety (90) consecutive days, excluding delays caused by Force Majeure.

Section 12.2 - Failure by Network to Take Remedial Action. Whenever any event of default referred to in this section shall have occurred and be continuing and Network refuses or

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

ARTICLE XIII **BOARD DEFAULT**

Section 13.1 - Default by Board. Network may declare Board in default upon the failure of Board to observe or perform any covenant, condition or agreement upon its part to be observed or performed under this Agreement for a period of thirty (30) days after receipt of written notice specifying such failure and requesting that it be remedied. If the default be continuing and Board has not taken any action reasonably anticipated to cure such default, in addition to any other remedies herein or by law provided, Network shall have the right, without any further demand or notice to declare this Agreement terminated and shall have no further obligation to perform any of the obligations of Network under this Agreement.

ARTICLE XIV **FORCE MAJEURE**

Section 14.1 – Discontinuance by Network during Force Majeure. Whenever a period of time is herein prescribed for action to be taken by the Foundation, the Foundation shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to Force Majeure. However, LSU shall not be obligated to recognize any delay caused by Force Majeure unless the Foundation shall, within ten (10) Business Days after the Foundation is aware of the existence of an event of Force Majeure, notify LSU in writing thereof.

Section 14.2 – Discontinuance by Board during Force Majeure. Whenever a period of time is herein prescribed for action to be taken by Board, Board shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to Force Majeure. However, Network shall not be obligated to recognize any delay caused by Force Majeure unless Board shall, within ten (10) Business Days after Board is aware of the existence of an event of Force Majeure, notify the Foundation thereof.

ARTICLE XV
MISCELLANEOUS

Section 15.1 Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the parties hereto. It is understood and agreed that no provision contained herein, or any acts of the Parties hereto, creates a relationship other than the relationship of Board and Network under this Agreement.

Section 15.2 – Attorneys’ Fees. If either Party is required to commence legal proceedings relating to this Agreement, the prevailing party to the extent allowed by Applicable Laws shall be entitled to receive reimbursement for its reasonable attorneys’ fees and costs of suit.

Section 15.3 - Louisiana Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Louisiana, and all obligations of the parties created hereunder are performable in Orleans Parish, Louisiana.

Section 15.4 - Non-waiver. No waiver by Board or Network of a breach of any of the covenants, conditions, or restrictions of this Agreement shall constitute a waiver of any subsequent breach of any of the covenants, conditions, or restrictions of this Agreement. The failure of Board or Network to insist in any one or more cases upon the strict performance of any of the covenants of the Agreement, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant or option. A receipt by the Board or acceptance of payment by the Board of Rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach. No waiver, change, modification or discharge by Board or Network of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the parties hereto.

Section 15.5 - Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

Section 15.6 - Authorization. By execution of this Agreement, Network and Board each represent to the other that they are entities validly existing, duly constituted and in good standing under the laws of the jurisdiction in which they were formed and in which they presently conduct business; that all acts necessary to permit them to enter into and be bound by this Agreement have been taken and performed; and that the persons signing this Agreement on their behalf have due authorization to do so.

Section 15.7 - Use of Name, Logos or Marks. Neither party shall make use of the other party's name, logo or marks without its prior written consent.

Section 15.8 - Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless made in writing, dated on or subsequent to the date hereof and duly executed by the parties hereto.

Section 15.9 – Assignment, Subleases or Mortgage. The mortgage or encumbrance of the Improvements, the Work or Network’s Interest in this Agreement or the Premises without the prior written consent of the LSU Representative, and any attempt to mortgage or encumber the Improvements, the Work or Network’s interest in this Agreement or the Premises without the prior written consent of the LSU Representative shall be null and void. Network shall not assign this Agreement or any part hereof without the prior written consent of the LSU Representative, and any attempt of assignment without the prior written consent of the LSU Representative shall be null and void. Network may sublease a portion of the Premises to another non-profit entity with the prior, written consent of the LSU Representative.

Section 15.10 – Books, Records and Audit. The books, accounts and records of Network which pertain directly to the Work and construction of the Improvements and/or the occupancy of the Premises shall be maintained at the principal office of Network. Board may at its option and at its own expense during customary business hours, conduct internal audits of the books, bank accounts, records and accounts of Network and its Contractor(s) to the extent necessary to verify compliance with this Agreement or insofar as said books, bank accounts, records and accounts directly relate to Network’s performance of its obligations under this Agreement. Audits may be made on either a continuous or periodic basis or both and may be conducted by employees of Board, by independent auditors retained by Board to conduct such audit, or by the Louisiana Legislative Auditor, but any and all such audits shall be conducted without materially or unreasonably or unnecessarily interrupting or interfering with the normal conduct of business affairs of the Network.

Section 15.11 - Successors and Assigns. All of the covenants, agreements, terms and conditions to be observed and performed by the parties hereto shall be applicable to and binding upon their respective successors and assigns including any successor by merger or consolidation of LSUHSC-NO or Board into another educational institution or governing body.

Section 15.12 - Notice of Agreement Network agrees not to record this Agreement.

Section 15.13 - LSU Representative. In addition to any other individuals specifically authorized in writing by the President of the LSU System to act as the LSU Representative, the Associate Vice President and University Architect is hereby authorized to act as the LSU Representative. It is understood and agreed that the Board, its members, employees and agents including but not limited to the LSU Representative and the LSUHSC-NO Construction Monitor, shall owe no legal duty to or assume any liability or responsibility to any party as a result of or in connection with any consent, approval or review given or undertaken in connection with this Agreement or the Work. No party shall infer, based on any consent, approval or review given or undertaken by the Board, its members, employees and agents including but not limited to the LSU Representative and the LSUHSC-NO Construction Monitor, agreement with or endorsement of the particular matter at issue; rather, such consent, approval or review shall only be deemed to indicate “no objection” to the particular matter at issue.

Section 15.14 – Ownership. All plans, diagrams, blueprints, records, reports, documents, and other material delivered or transmitted to Network by Board shall remain the property of

Board, and shall be returned by Network to Board, at Network's expense, upon demand from Board.

Section 15.15 – Non-Discrimination. Any discrimination by the Foundation or its agents or employees on account of race, color, sex, age, religion, national origin or handicap, in employment practices or in the performance of the terms, conditions, covenants and obligations of this Agreement, is prohibited.

Section 15.16 – Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby.

Section 15.17 - Entire Agreement. This Agreement, together with the exhibits attached hereto, contain the final and entire agreement between the parties hereto with respect to the Premises and contain all of the terms and conditions agreed upon with respect to the Premises, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, it being the intent of the parties that neither shall be bound by any term, condition, or representations not herein written.

Section 15.18 - Curative Matters. Except for the express representations and warranties of the Board set forth in this Agreement, any additional matters necessary or desirable to make the Premises useable for the Network's purpose shall be undertaken, in the Network's sole discretion, at no expense to the Board.

Section 15.19 - Terminology. Unless the context of this Agreement clearly requires otherwise, (a) pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations, partnerships, limited liability companies, trusts, and all other entities of every kind and character, (b) the singular shall include the plural wherever and as often as may be appropriate; (c) the word "includes" or "including" shall mean "including without limitation;" (d) the words "hereof," "herein," "hereunder," and similar terms in this Agreement shall refer to this Agreement as a whole and not to any particular section or article in which such words appear unless specifically stated. The section, article and other headings in this Agreement are for reference purposes and shall not control or affect the renovation of this Agreement or the interpretation hereof in any respect. Article, section and subsection and exhibit references are to this Agreement unless otherwise specified. All exhibits attached to this Agreement constitute a part of this Agreement and are incorporated herein. All references to a specific time of day in this Agreement shall be based upon Central Standard Time (or the other standard of measuring time then in effect in New Orleans, Louisiana).

Section 15.20 – Drafting of Agreement. The Parties agree that the terms and conditions of this Agreement are the result of arm's length negotiations between the Parties and/or their counsel. Neither Party shall be considered the drafter of the 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.

Section 15.21 - Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be declared an original.

Section 15.22 - Authorization. By execution of this Agreement, Network and Board each represent to the other that they are entities validly existing, duly constituted and in good standing under the laws of the jurisdiction in which they were formed and in which they presently conduct business, that all acts necessary to permit them to enter into and be bound by this Agreement have been taken and performed, and that the persons signing this Agreement on their behalf have due authorization to do so.

Section 15.23 - Ancillary Agreements. In the event it becomes necessary or desirable for the Board to approve in writing any ancillary agreements or documents concerning the Premises or concerning the construction, operation or maintenance of the Improvements or to alter or amend any such ancillary agreements between the Board and the Network or to give any approval or consent of the Board required under the terms of this Agreement, all agreements, documents or approvals shall be forwarded to the LSU Representative for approval.

Section 15.24 - Oversight by Division of Administration Office of Facility Planning and Control (“OFPC”). Design and construction of the Improvements is subject to oversight by OFPC in accordance with La. R. S. 17:3361(A)(2), and such oversight includes, but is not limited to (a) the right to review and approve plans and specifications prior to commencement of construction and to require changes to conform to Applicable Laws, including space and quality standards, and International Building Code review, and (b) the right to conduct periodic inspections during construction to ensure that all work is being performed in compliance with the OFPC approved Plans and Specifications.

Section 15.25 – No Expenditure of Public Funds. The parties hereto agree that this Agreement does not and shall not require the expenditure of any public funds.

(Signatures on Following Page.)

WITNESSES:

Print Name: _____

Print Name: _____

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

By: _____
William Tate IV, President
Louisiana State University

WITNESSES:

Print Name: _____

Print Name: _____

**LOUISIANA STATE UNIVERSITY
SCHOOL OF MEDICINE IN NEW ORLEANS
FACULTY GROUP PRACTICE d/b/a/ LSU
HEALTHCARE NETWORK**

By: _____
J. Christian Winters, M.D.
CEO - LSU Healthcare Network

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

ACKNOWLEDGMENT

BE IT KNOWN that on this ____ day of _____, 2023, before me, the undersigned Notary Public, duly commissioned and qualified in and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared William Tate, IV, appearing herein in his capacity as the President of Louisiana State University, and appearing on behalf of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, a public constitutional corporation organized and established under the laws of the State of Louisiana, who, being by me first duly sworn, declared and acknowledged to me, Notary, that he executed the above and foregoing instrument on behalf of said corporation with full authority of its Board of Supervisors and that said instrument is the free act and deed of said corporation and was executed for the uses, purposes and benefits therein expressed.

IN TESTIMONY WHEREOF, Appearer has executed this acknowledgement in the presence of the undersigned competent witnesses and me, Notary, after due reading of whole.

WITNESSES:

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

Print Name: _____

By: _____
William Tate IV, President
Louisiana State University

Print Name: _____

NOTARY

Print Name: _____
Notary Public
La. Bar/Notary ID No.: _____

STATE OF LOUISIANA

PARISH OF ORLEANS

ACKNOWLEDGMENT

BE IT KNOWN that on this ____ day of _____, 2023, before me, the undersigned Notary Public, duly commissioned and qualified in and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared J. Christian Winters, appearing herein in his capacity as the Chief Executive Officer of the Louisiana State University School of Medicine in New Orleans Faculty Practice Group d/b/a the LSU Healthcare Network, and appearing on behalf of the LSU Healthcare Network, a non-profit organization that is organized and established under the laws of the State of Louisiana, who, being by me first duly sworn, declared and acknowledged to me, Notary, that he executed the above and foregoing instrument on behalf of said corporation with full authority, and that said instrument is the free act and deed of said corporation and was executed for the uses, purposes and benefits therein expressed.

IN TESTIMONY WHEREOF, Appearer has executed this acknowledgement in the presence of the undersigned competent witnesses and me, Notary, after due reading of whole.

WITNESSES:

**LOUISIANA STATE UNIVERSITY
SCHOOL OF MEDICINE IN NEW ORLEANS
FACULTY GROUP PRACTICE d/b/a/ LSU
HEALTHCARE NETWORK**

Print Name: _____

By: _____
J. Christian Winters, M.D.
CEO - LSU Healthcare Network

Print Name: _____

NOTARY

Print Name: _____
Notary Public
La. Bar/Notary ID No.: _____

**INDEX OF EXHIBITS
TO THE COOPERATIVE ENDEAVOR AGREEMENT**

BY AND BETWEEN

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

**THE LOUISIANA STATE UNIVERSITY SCHOOL OF MEDICINE IN
NEW ORLEANS FACULTY GROUP PRACTICE d/b/a/
LSU HEALTHCARE NETWORK**

- EXHIBIT A - Resolution of the Board of Supervisors of the Louisiana State University and Agricultural and Mechanical College
- EXHIBIT B - Resolution of the Louisiana State University School of Medicine in New Orleans Faculty Group Practice d/b/a LSU Healthcare Network
- EXHIBIT C - Description of the Property- Site Plan of Seton Professional Building, Ground Parking Lot, and premise available for Network's use.

EXHIBIT "C"

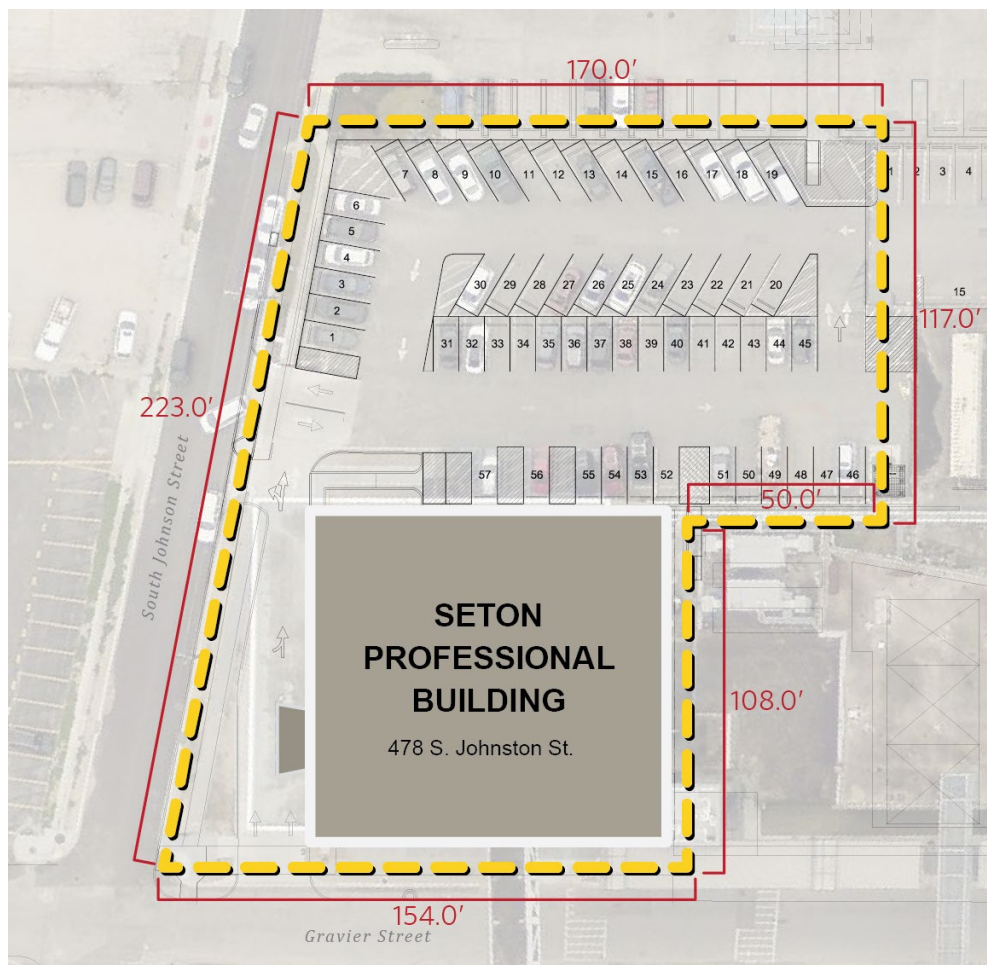
**INTENT TO LEASE AGREEMENT FOR
SETON PROFESSIONAL BUILDING (STATE ID# 09928) SITE PLAN AND PARKING
LEASED PREMISES**

SITE PLAN AND PARKING FOR SETON Depicting areas included in the cooperative endeavor agreement

Exhibit C.

DESCRIPTION The southwest portion of square 497 in the First Municipal District, City of New Orleans, Orleans Parish, Louisiana consisting of a portion lot HD2 measures approximately 11,870 SF (0.27 acres). The parcel measure 154.0 feet on the Gravier Street right-of-way and 223.0 feet along the S. Johnson Street right of way and extends into the block along boundary of HD2 and HD3 lots for 170.0 feet, then crosses HD2 for 112.0 feet, then returns toward S. Johnson Street for 50.0 feet, and then returns to the Gravier Street right-of-way.

Site Plan of the Seton Professional Building including parking areas located at 478 S. Johnson St., New Orleans, Louisiana 70112

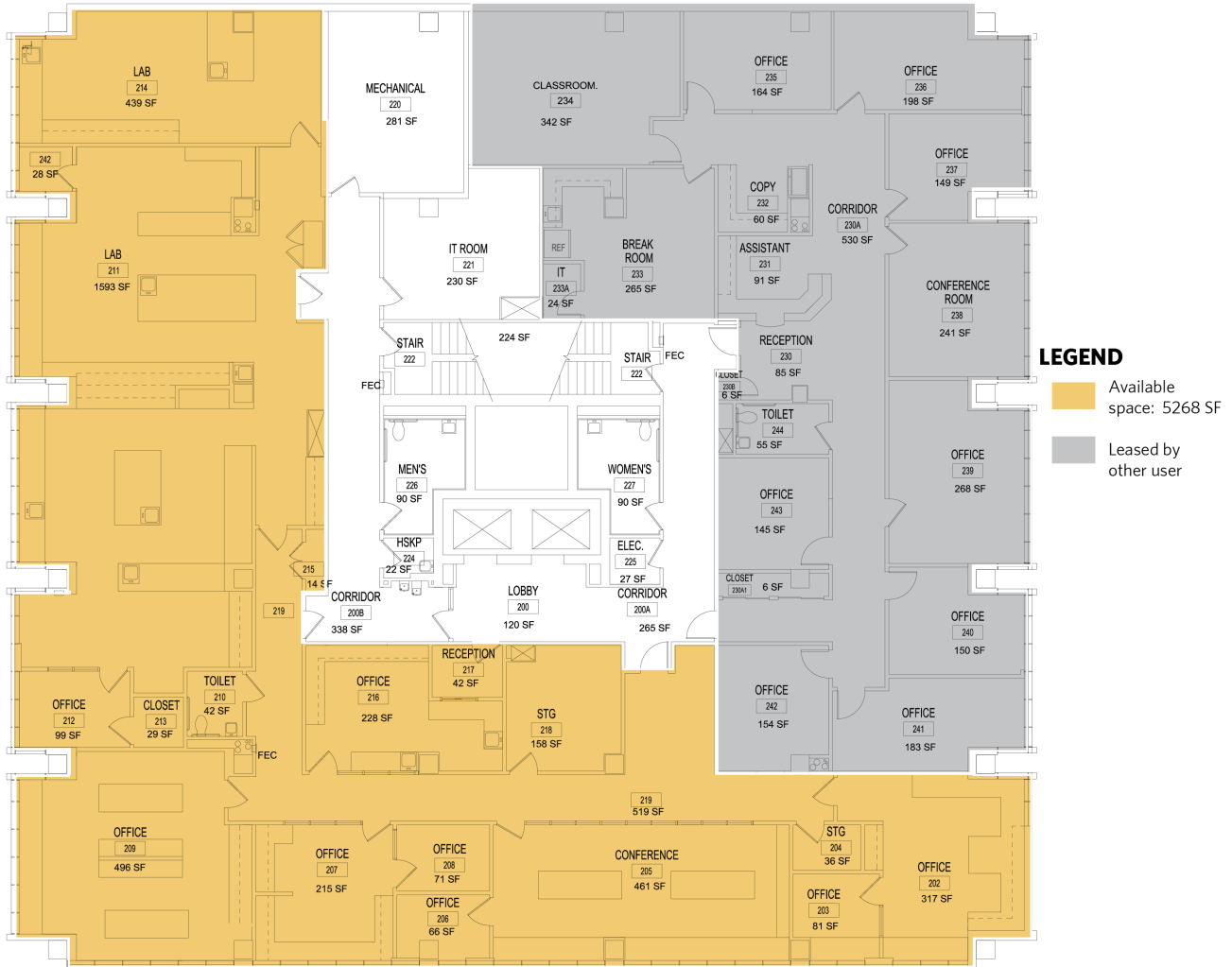


FLOOR PLANS FOR SETON Depicting areas included in the intent to cooperative endeavor agreement

**Floor Plan of the First Floor of the Seton Professional Building
Depicting Available Space**



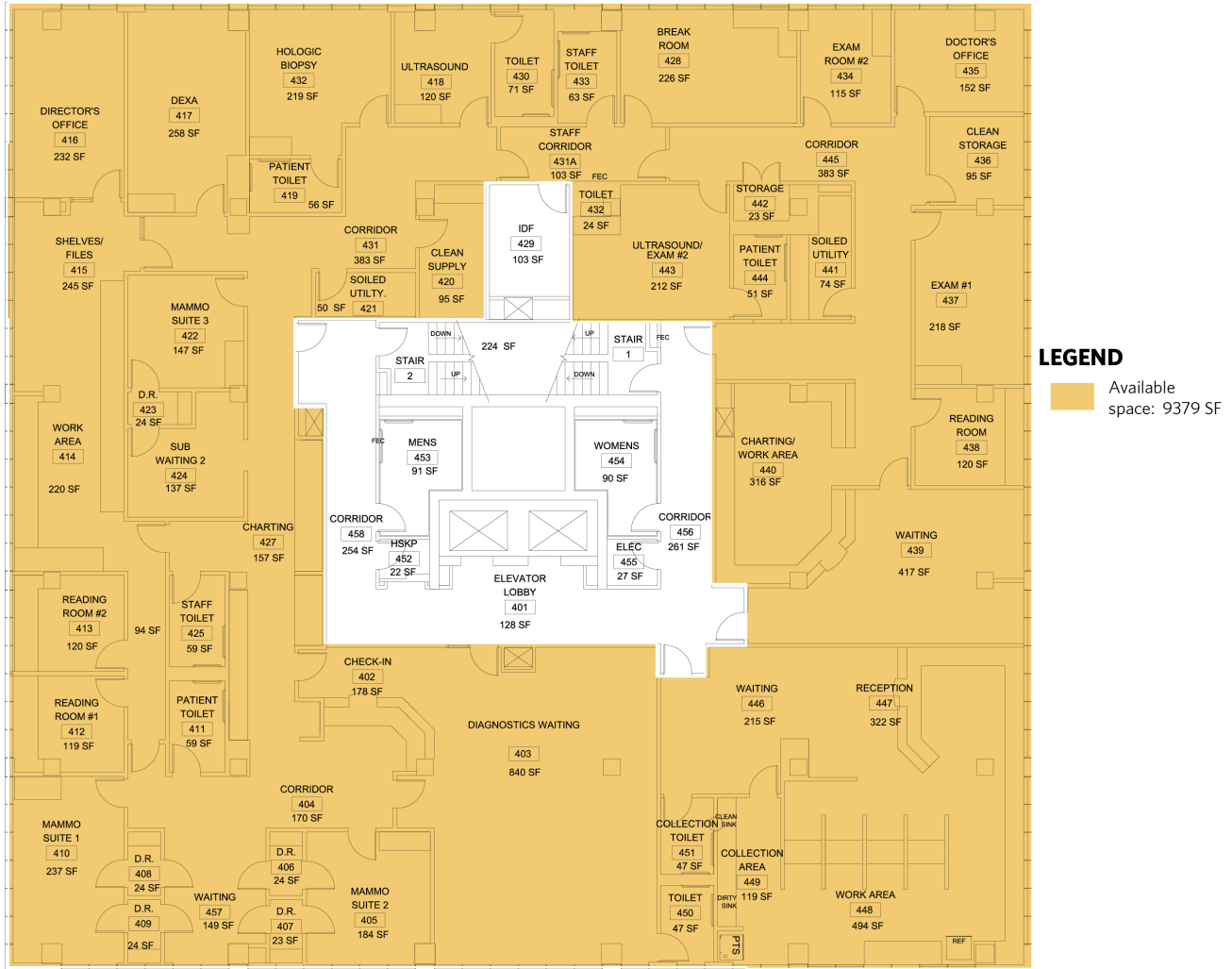
Floor Plan of the Second Floor of the Seton Professional Building Depicting Available Space



Floor Plan of the Third Floor of the Seton Professional Building Depicting Available Space



Floor Plan of the Fourth Floor of the Seton Professional Building Depicting Available Space



Floor Plan of the Fifth Floor of the Seton Professional Building Depicting Available Space



Floor Plan of the Sixth Floor of the Seton Professional Building Depicting Available Space



Floor Plan of the Seventh Floor of the Seton Professional Building Depicting Available Space





Board of Supervisors

Request to Authorize an Intent to Lease Agreement with the LSU Real Estate and Facilities Foundation for HSC-NO Property Redevelopment

Date: December 9, 2022

1. Bylaw Citation

Pursuant to Article VII, Section 1:

- B. 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 2017, LSU, working with the LSU Real Estate and Facilities Foundation (“REFF”) began the Charity Hospital Redevelopment Project, to return the former Charity Hospital building to commerce and help revitalize the New Orleans Medical District. LSU and REFF reached financial close on the resulting leases for that building in November 2019.

The LSUHSC-NO campus has substantial additional real estate holdings on and immediately adjacent to the Charity Hospital block. Much of that property is either currently vacant or anticipated to become vacant in the next few years. Much of that property is also in substantial disrepair, with a great deal of deferred maintenance.

LSU expected that property values around Charity would increase once the reconstruction of Charity was fully underway, and experience is bearing this out. Accordingly, now is a good time for LSU to take advantage of the increased value by using a competitive process to enter into one or more long-term leases for LSU’s underutilized property around the former Charity Hospital building.

To accomplish the Charity Hospital Redevelopment Project, LSU and REFF successfully relied on the Intent to Lease process (“ITL”) used for the LSU P3 program. Under the ITL, REFF engaged a skilled real estate property advisor and conducted an extensive competitive process to identify the best developer for the project. REFF hired Jones Lang Lasalle as the project advisor, and ultimately, on the recommendation of REFF, LSU awarded the lease to the developer, 1532 Tulane Partners.

With the current proposal, LSU will enter into a new Intent to Lease with REFF. Under the ITL, REFF will manage the extensive process of formulating a redevelopment plan and recommending the terms of one or more lease agreements with one or more private developers to the LSU Board of Supervisors. If the Board approves of the deal terms, negotiated by REFF, the Board would then enter into a lease agreement with REFF, or a special purpose entity created by REFF, which in turn would sublease the real estate buildings and grounds to the selected developer(s).

After the Intent to Lease Agreement is executed, REFF will create a Project Management Committee (PMC) made up of stakeholders from the LSU Board, LSU staff, LSUHSC-NO, REFF,

the LSU Foundation, the State of Louisiana, and the New Orleans community. The PMC will engage a project advisor to help plan for the redevelopment and will ultimately recommend to the LSU Board of Supervisors a comprehensive plan and set of legal agreements to accomplish the redevelopment.

After appropriate programming and project definition work with involved stakeholders, REFF, with the assistance of the project advisor, will design and conduct a competitive process to find one or more developers for the project. We currently expect that the process will allow REFF to consider both proposals from developers interested in taking responsibility for the development of all of the available property as well as from developers interested in taking responsibility only for portions of the available property, in order to maximize the financial and other benefits to LSU.

The project advisor will assist LSU and REFF in evaluating LSU's needs for the property and its goals in returning much or all of it to commerce. It is currently anticipated that one of the top goals for the project will be maximizing financial return to LSUHSC-NO, through a combination of up-front rent payments and annual rent payments for the duration of the leases. REFF itself is expected to be paid only a small amount to recoup its administrative and legal costs associated with the leases.

The properties potentially involved in this development (the "Charity-Area Properties") are shown on Attachment 2, and include:

1. Clinical Education (1542 Tulane)
2. L & M Building (1620 Tulane)
3. Dibert Building (340 S. Claiborne)
4. Hutchinson (1545 Tulane)
5. Butterworth (1541 Tulane)
6. Stanislaus (450 S. Claiborne)
7. DDC/Charity Nursing (452 S. Claiborne)
8. Laundry Block
 1. General Services Bldg. (1508 Gravier)
 2. Laundry Bldg. (435 Lasalle)
 3. Maintenance Shop (? Lasalle)
 4. Main Warehouse (1523 Perdido)
 5. Power House (118 Freret)

Under the ITL, the potential to lease to developers all of these properties will be explored. Some are not currently available, subject to existing leases or other encumbrances, but all are expected to be available within the next several years. Any development leases would of course be subject to any existing leasehold or other interests held by others in the property. The Laundry Block is subject to a lease involving the University Medical Center and the state, but it is not actually in use by UMC or anybody else at the moment, and the state's interest is in continuing to receive certain rental payments related to it; any resulting lease would ensure that the state continues to receive the amount it currently receives for that unused property.

The competitive process for selection of one or more developers will include as a component of its evaluation each interest developer's demonstrated willingness and ability to support and implement LSU's Supplier Diversity goals, and the commitments each is willing to make toward those goals.

Summary of Intent to Lease Process

The Intent to Lease process works as follows:

A. LSU and REFF will execute an "Intent to Lease" agreement substantially similar to the one attached. This Intent to Lease agreement will set forth a management structure for moving forward with the project.

B. REFF will create a Project Management Committee ("PMC") to guide its work in this process. Just under half of the PMC members will be LSU employees. Unless otherwise designated by the President, the LSU members will include: (i) an LSU Board member selected by the Chair, (ii) the Executive Vice President for Finance & Administration / CAO; (iii) the Chancellor of the LSU Health Sciences Center – New Orleans or his designee; (iv) the Vice Chancellor for Administration & Finance at LSUHSC-NO, (v) the Associate Vice President for Facilities at LSUHSC-NO; (vi) the Associate Vice President for Facility & Property Oversight, and (vii) the Assistant Vice President for Real Estate, Public Partnerships, and Compliance. The remaining members will be appointed by the chair of REFF and will include New Orleans community leaders, representatives of the LSU Foundation and the LSU Health Foundation, and the Commissioner of Administration for the State of Louisiana, or his designee. A 2/3 vote of this PMC will be required to: (1) select and execute a contract with the project advisor; (2) approve the competitive process used to select one or more developers; and (4) approve the selection of one or more developers with whom lease agreements for the project will be negotiated.

C. REFF, with PMC input, will engage an experienced and nationally recognized project advisor to help guide the process of selecting a developer and overseeing implementation of the development to ensure consistency with the ultimate lease requirements. Funding for the project advisor will be advanced by REFF, but will be recouped from up-front lease payments made upon financial close of any resulting leases.

D. REFF, with the participation of the PMC, will establish a competitive process to select one or more developers. We anticipate that a short list of prospective developers will be selected, and then there will be an opportunity for project stakeholders to see presentations from the short-listed developers before the PMC and REFF select the developer(s).

E. Once one or more developers are selected, REFF, with the participation of the PMC, will negotiate the terms and conditions of one or more lease agreements from LSU to REFF for the relevant property(ies) and one or more subleases from REFF to the selected developer(s). This will ensure complete consistency between the terms and conditions of the lease(s) from LSU to REFF and the sublease agreement(s) between REFF and the developer(s).

F. Only after both the proposed lease(s) from LSU to REFF and the proposed sublease(s) between the Foundation and the developer are prepared, and all the financial and design details of the project are known and reduced to writing, will the lease and the sublease be presented to

REFF's Board of Directors for approval, then to the LSU Board for approval as required by the Bylaws. This will ensure that the Board is fully aware of the financial and other terms of the agreements before it consents to bind the university. The Board will be kept informed of the progress of negotiations regularly since a Board member will be on the PMC, and no binding decisions will be made until the entire Board has had the opportunity to review the final details of the proposed agreements.

3. Review of Business Plan

LSU will not contribute any initial funding under the proposed Intent to Lease Agreement. The specific business plan for the redevelopment project itself, including the financial risks and benefits to LSU, will be prepared over the course of the negotiations with the developer(s). That analysis will be provided to the Board when it is asked to consider whether to approve the lease(s) and sublease(s) ultimately negotiated through the process described above.

The Intent to Lease Agreement does provide a mechanism for the REFF to recoup the costs of the project advisor and other out-of-pocket expenses if no leases ultimately result from this process. Specifically, the Intent to Lease Agreement will provide that, if the project is either formally suspended or fails to execute any lease agreements within 24 months from the effective date of the ITL, then "LSU shall ensure that reasonable and necessary expenses incurred by [REFF] in connection with the Project are reimbursed in a reasonable timeframe, not to exceed twelve months." REFF is being asked to undertake a significant financial responsibility in funding the project advisor and other evaluation and planning costs for the project, while the Board remains able to terminate the project at any time, for any reason. If a lease agreement for the property is successfully negotiated, REFF will recoup those costs out of payments made by the developer, as they will be part of the overall project costs. But if LSU were to decide, for whatever reason, not to proceed with the project, or a deal simply cannot be effected, that would leave REFF without any way to recoup those funds, a risk it does not have the resources to absorb. This allows REFF to recoup funds it actually expended as part of the project advisory process, but not overhead or other general administrative costs.

4. Fiscal Impact

The Intent to Lease Agreement will itself have no financial impact on LSU. It will simply allow REFF, with its own funds (or funds provided by the LSU Foundation or the LSU Health Foundation), to engage a project advisor and move forward with the selection of one or more developers with LSU's advice and input. The fiscal impact of the resulting leases and redevelopment efforts will be analyzed when the proposed lease(s) and sublease(s) are presented to the Board for approval after all financial and other terms have been negotiated. If for any reason the project cannot move forward, the Intent to Lease Agreement would have some financial impact on LSU by virtue of the requirement to reimburse REFF for its out-of-pocket expenses as described above.

5. Description of Competitive Process

REFF, with PMC input, will engage a project advisor. REFF and the PMC will evaluate whether it should conduct a competitive process for the project advisor or negotiate a contract with the

firm which handled the Charity Hospital Redevelopment Project, given their proven success and substantial experience with the exact market involved with these new properties. The project advisor will work closely with the PMC and REFF to design a highly competitive process to select one or more developers for the project. The process will be approved by the PMC and REFF before being implemented. Each interested developers commitment to LSU's Supplier Diversity goals will be included as one of the evaluation components of this competitive process.

6. Review of Legal Documents

The attached Intent to Lease is based on the ITL used for the Charity Hospital Redevelopment Project. It has been reviewed by the Office of General Counsel.

7. Parties of Interest

LSU

LSU Foundation and its supporting entity, the LSU Real Estate and Facilities Foundation

8. Related Transactions

None expected at this time.

9. Conflicts of Interest

None. Exhibit A to the Intent to Lease Agreement will be a comprehensive conflicts of interest policy to insure that no one serving on the Project Management Committee will have a financial interest in the project.

10. Attachments

1. Property Map of Charity-Area Properties
2. Draft Intent to Lease

RESOLUTION

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

1. That REFF will, at appropriate stages of the process, engage a nationally respected project advisor with significant experience in similar projects to assist in: (i) the selection of one or more developers for the redevelopment of some or all of the Charity-Area Properties; (ii) the negotiation of terms and conditions of leases, subleases, and related agreements for the Charity-Area Properties; and (iii) providing limited oversight of any construction called or allowed for in the leases and subleases to ensure compliance by the developer(s) with the terms and conditions of those agreements;

2. That REFF, through a competitive process and with the advice of the project advisor and the participation of the project management committee, may select one or more developers for the Charity-Area Properties, and negotiate the terms and conditions of one or more leases between LSU and REFF and one or more subleases between REFF and the developer(s), as well as other appropriate related agreements;

3. That REFF will create a project management committee, including an LSU Board member designated by the Chair, LSU employees designated by the LSU President, the Commissioner of Administration for the State of Louisiana, and such other members as are appointed by the chair of REFF to advise and make recommendations to the REFF board of directors about issues related to this Resolution; and

4. That any proposed lease(s), sublease(s), and other appropriate and related agreements resulting from this process shall be subject to approval by this Board as provided in its Bylaws and the Uniform Affiliation Agreement;

AND

BE IT FURTHER RESOLVED that the various review, selection, and recommendation processes conducted in accordance with the Intent to Lease Agreement shall be consistent with following planning principles:

1. The process should be conducted with as much transparency as is practical, consistent with the statutorily-required private character of REFF and the need to protect sensitive proprietary or competitive information submitted by private developers during the selection process;

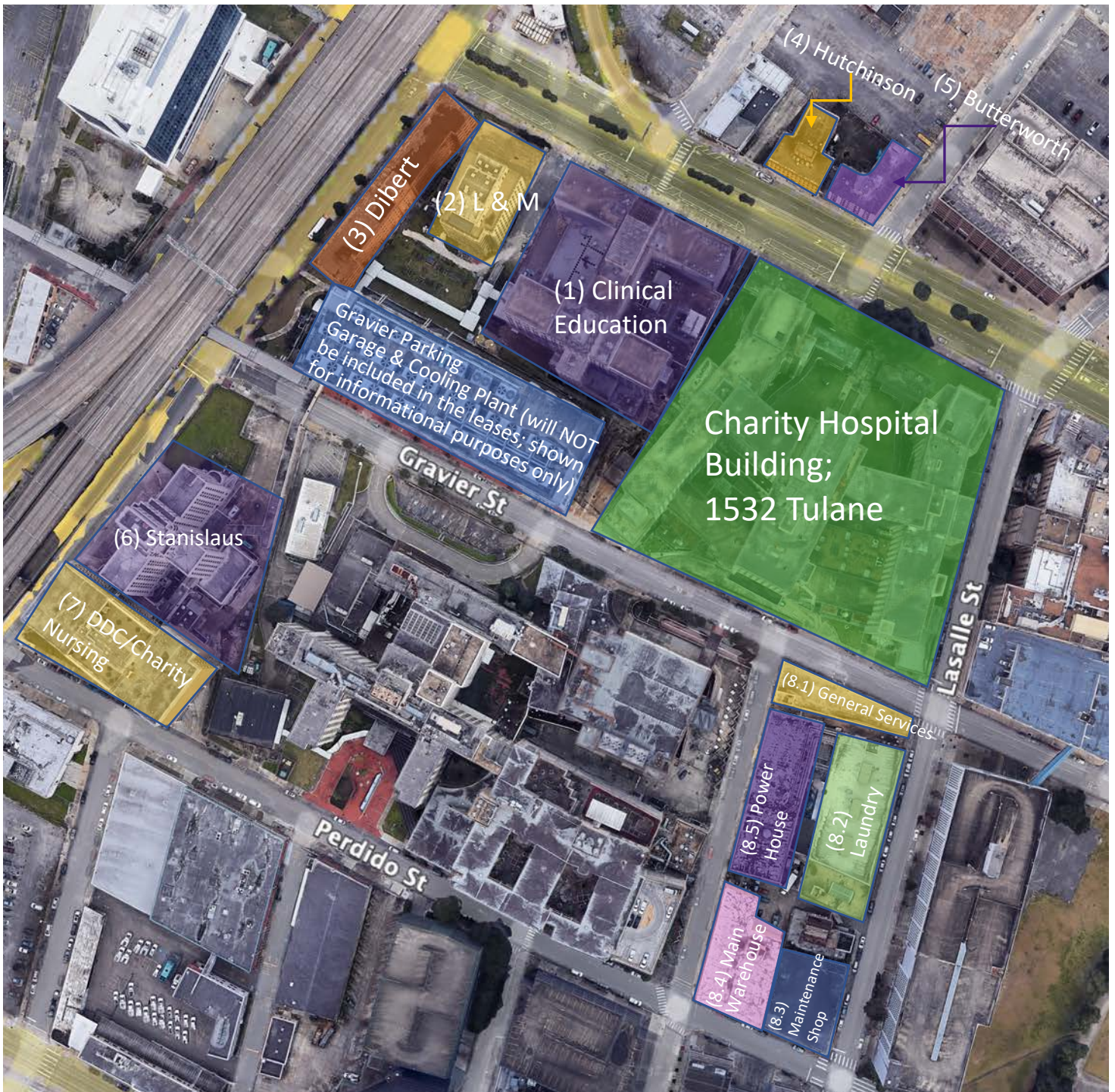
2. The process should be guided by the best interests of LSU and the LSU Health Sciences Center - New Orleans, consistent with the broader needs of the New Orleans Medical District as identified by the ULI study conducted as part of the Charity Hospital Redevelopment Project;

3. Any resulting redevelopment of the Charity-Area Properties must stand on their own financially, without any subsidy from LSU, any LSU-affiliated foundation, or the State of Louisiana.

LSU HSC-NO Charity-Area Properties

1. Clinical Education (1542 Tulane)
2. L & M Building (1620 Tulane)
3. Dibert Building (340 S. Claiborne)
4. Hutchinson (1545 Tulane)
5. Butterworth (1541 Tulane)
6. Stanislaus (450 S. Claiborne)
7. DDC/Charity Nursing (452 S. Claiborne)
8. Laundry Block
 1. General Services Bldg. (1508 Gravier)
 2. Laundry Bldg. (435 Lasalle)
 3. Maintenance Shop (? Lasalle)
 4. Main Warehouse (1523 Perdido)
 5. Power House (118 Freret)

Note: Gravier Parking Garage & Charity Hospital shown on map for informational purposes only. They will not be part of the leases. Under the Intent to Lease, REFF and LSU will explore potential for development of the areas named above, but that does not mean that all spaces shown will ultimately be leased. The availability of some of the property is dependent on further discussions with the state of Louisiana and other stakeholders.



**INTENT TO LEASE AGREEMENT FOR THE
CHARITY-AREA REDEVELOPMENT PROJECT**

THIS INTENT TO LEASE AGREEMENT FOR THE CHARITY-AREA REDEVELOPMENT PROJECT (herein “Agreement”) is entered into effective as of the _____ day of _____, 2022 (the “Effective Date”), by and between

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (LSU), a public constitutional corporation organized and existing under the Constitution and laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, said State, appearing herein through the President of LSU, duly authorized and empowered by said Board of Supervisors,

and

LSU REAL ESTATE AND FACILITIES FOUNDATION (the Foundation), a private nonprofit Louisiana corporation having a principal place of business located at 3796 Nicholson Drive, Baton Rouge, Louisiana, 70802, and represented by _____.

who agree as follows:

1. Purpose

The purpose of this Intent to Lease Agreement is to provide an outline of the process and guidelines that the Foundation intends to observe in connection with the selection of consultants and negotiation of a proposed agreement with one or more developers for the redevelopment of some or all of the Charity-Area Properties identified on Exhibit 1. If an agreement is reached between the Foundation and one or more developers that is acceptable to LSU, LSU intends to lease one or more of the Charity-Area Properties (both buildings and grounds, as will be more specifically described in any resulting lease agreements) to the Foundation pursuant to the authority of La. R.S. 17:3361 or other applicable law, with the Foundation to sublease the same area to the developer to renovate, improve, and operate the leased space in accordance with the principles established by the Board adopted December 9, 2022. It is understood that the Foundation may form a special purpose entity to perform all responsibilities otherwise ascribed to the Foundation in relation to the Charity-Area Redevelopment Project.

2. Project Management Committee and Process

A. *Formation and voting requirement.* The Foundation will form a Project Management Committee composed of 16 members, eight of which will be appointed by the Chairman of the Foundation. Six members will be appointed by the President of LSU. One member will be

appointed by the Chair of the LSU Board of Supervisors. Unless otherwise designated in writing by the President, the LSU members will be: (i) the Executive Vice President for Finance & Administration / CAO; (ii) the Chancellor of the LSU Health Sciences Center – New Orleans or designee; (iii) the Vice Chancellor for Community & Multicultural Affairs at LSUHSC-NO; (iv) the Vice Chancellor for Administration & Finance at LSUHSC-NO; (v) the Assistant Vice Chancellor for Property & Facilities Management at LSUHSC-NO; (vi) the Associate Vice President for Facility & Property Oversight, and (vii) the Assistant Vice President for Real Estate, Public Partnerships, and Compliance. The Commissioner of Administration for the State of Louisiana shall also serve as a member of the Project Management Committee. The purpose of this Committee is to manage the “Development Period” of the Project, as set forth in subsection E below. A 2/3 vote of the Project Management Committee will be required to approve any item.

B. *Project Advisor.* Based on a 2/3 vote, the Committee will select and recommend that the Foundation engage a project advisor with significant national experience in projects similar to the Charity Hospital Redevelopment, consistent with the principles established by the Board of Supervisors Resolution adopted December 9, 2022. The project advisor will advise and consult with the Committee concerning the formulation of an appropriate competitive process to evaluate potential developers, the evaluation of responses to the competitive process and the negotiation of proposed agreements between the Foundation and one or more developers (collectively, the “Charity-Area Leases”). The evaluation process for developers should include opportunities for comment by the broader community of stakeholders on a “short list” of potential developers.

C. *Conflicts of Interest.* The Committee will adopt, implement, and require strict adherence by its Members to a Conflicts of Interest Policy designed to avoid actual and perceived conflicts of interest as well as claims or charges of undue influence or favoritism. Such policy will be substantially in accord with the draft policy attached as Exhibit “A”. The Foundation and the Chair of the Committee may form any additional committees, subcommittees or working groups as may be necessary and appropriate for the efficient completion of their tasks; provided, however, that such committees, subcommittees, or working groups shall be advisory only and shall report to the Project Management Committee. All members of any such working groups or advisory committees will be subject to the Conflicts of Interest Policy referenced above.

E. *Development Period.* The Development Period will consist of the following:

- i. The Foundation’s selection and engagement of a project advisor.
- ii. The project development and project definition phase which identifies and defines the overall goals for the project and LSU’s interests in the project.
- iii. The Foundation’s selection of one or more recommended developers through a competitive process.

iv. The negotiation of the Charity-Area Leases with the selected developer(s). To simplify and speed negotiations, the President of LSU and the Chair of the Foundation may each designate a lead negotiator, and those two negotiators, with a support team, will be primarily responsible for negotiating the terms of the proposed agreements, while each keeping the entire Committee informed of the status and key issues raised in the negotiations.

v. Following approval by the Committee, the proposed Charity-Area Leases, and a report of the Project Management Committee documenting its work, will be submitted to the Foundation's Board of Directors and, following approval by the Foundation's Board of Directors, to the LSU Board (and any other agencies required by law) for review and approval.

vi. The Development Period will be complete upon the approval required by law being obtained for the Charity-Area Leases and other related agreements for the Charity-Area Redevelopment Project. The Charity-Area Leases shall thereafter govern the relationship between LSU, the Foundation, the developer, and other relevant parties with regard to the Charity-Area Redevelopment Project. The parties anticipate that the Foundation will continue to engage the Project Advisor to assist with overseeing the construction of the redevelopment to ensure consistency with the requirements of the Charity-Area Leases. If a decision is made to enter into multiple leases with multiple developers, then the Development Period will continue as to each separate parcel or group of properties until a Charity-Area Lease is signed for that particular parcel or group of properties.

3. LSU Approvals

Any proposed Charity-Area Leases for the Charity-Area Redevelopment Project and other appropriate and related agreements shall be subject to final review and approval by the LSU Board and any other agencies required by law. In accordance with applicable LSU policies and procedures, the President of LSU or his designee may grant the Foundation and/or the project advisor and selected developer (or potential developers) limited and temporary rights of access to the Charity-Area properties, including the buildings and grounds and other necessary property belonging to or controlled by LSU for purposes of performing site assessments and similar activities such as environmental surveys, topographical surveys, utility surveys and soil borings.

Although some of the agreements negotiated through this process will not include LSU as a party, no such agreements will be executed by any party until authorized or approved by the LSU Board and will not become effective until approved by any other agencies required by law. Notwithstanding any other provision of this Section 3, the Foundation may, with written approval from LSU, execute a Memorandum of Understanding with one or more selected developers setting forth the general terms and conditions under which the selected developer(s) will have access to the site and LSU data prior to execution of the Charity-Area Leases. LSU reserves the right to require REFF and one or more selected developers to enter into a detailed Pre-Development

Agreement containing the key business terms of the leases to guide negotiation of the final agreements and properly allocate costs and risks during the negotiation phase.

4. Financial Responsibility

It is intended that all expenses incurred by the Foundation in connection with the Development Period of the Project shall be the responsibility of the Foundation. Should the Development Period and execution of the Charity-Area Leases be suspended, materially delayed, or abandoned by LSU or the Foundation, LSU shall ensure that reasonable and necessary expenses incurred by the Foundation in connection with the Project are reimbursed in a reasonable timeframe, not to exceed twelve months; for purposes of this provision, the project shall be deemed abandoned if no lease between LSU and the Foundation for any portion of the project has been executed within 24 months from the effective date of this Agreement, unless otherwise agreed in writing by the Parties. It is intended that, if any Charity-Area Leases are executed with a developer, the Foundation will receive reimbursement of all of its appropriate out-of-pocket expenses at that time.

It is further intended that except to the extent expressly provided herein or otherwise agreed to in writing by LSU, all financial risk and responsibility for the Project shall be borne by the Foundation and the developer(s), and neither the LSU Board nor the State of Louisiana shall bear any responsibility, whether directly or indirectly, for the fulfillment of any obligations established pursuant to the terms of any agreements entered into by the Foundation, the project advisor, or the developer(s).

5. Public Records

The Foundation shall be solely responsible for maintaining custody and control of records related to the negotiation of any resulting leases and other related agreements for the Charity-Area Redevelopment Project, and those records shall not, therefore, be considered public records of LSU. Any documents released for public comment or submitted to LSU pursuant to this Agreement shall, of course, be considered public records of LSU.

6. Other

This Intent to Lease Agreement is not a lease of land or building space to the Foundation and does not obligate either party to enter into any lease agreement with the other party. It does represent LSU's intention for the Foundation to engage a Project Advisor and engage in negotiations with the selected developer for an agreement for the Charity-Area Redevelopment Project. If an acceptable agreement can be reached, LSU expects, but is not obligated, to enter into a lease agreement with the Foundation for the Charity-Area Redevelopment Project, and simultaneously to approve a sublease of that area from the Foundation to the selected developer.

THUS DONE AND SIGNED, on the dates indicated below and effective as of the Effective Date stated above.

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

**LSU REAL ESTATE & FACILITES
FOUNDATION**

By: _____
William F. Tate IV, President of LSU

By: _____
, Chair

Date: _____

Date: _____



Board of Supervisors

Request from LSU Health Care Services Division to Amend the Prior Approval of a Request to Sell the Former Earl K. Long Hospital Property

Date: December 9, 2022

Pursuant to 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.

2. Summary of Matter

The LSU Health Care Services Division (HCSD) requests the amendment and restatement of the approval granted by the Board of Supervisors on September 11, 2020 (the "Original Resolution"), to sell the site of the former Earl K. Long Medical Center located at 5825 Airline Highway, Baton Rouge, Louisiana 70805 (the "Property"). The prior approval should be amended to (i) authorize the President of Louisiana State University (rather than former Interim President of Louisiana State University Thomas C. Galligan, Jr.) to execute all documents and take all actions necessary to sell the Property and (ii) allow for the highest and best use of the proceeds of the sale of the Property (rather than use for deferred maintenance issues). The Division of Administration and HCSD are cooperating to determine the highest and best use of the proceeds of the sale of the Property for the benefit of HCSD in light of the fact that HCSD is currently reevaluating its use of the former Kmart facility on Airline Highway. The purchaser of the Property will be the East Baton Rouge Parish Housing Authority, an independent agency of the State of Louisiana.

The property will be sold to the East Baton Rouge Parish Housing Authority for \$1,185,000. This amount is equal to the most recent appraised value less the estimated cost of removing the remaining concrete and other infrastructure on the site. The appraisal recommended this method for calculating the "as-is" value of the site.

3. Review of Business Plan

HCSD is proposing that proceeds from the sale of the Property be returned to HCSD and is working with the Division of Administration to determine the highest and best use of the proceeds and how best to direct the funds to HCSD.

4. Fiscal Impact

The Property will be sold for \$1,185,000, which amount is expected to be approved by the Division of Administration in accordance with state law.

5. Description of Competitive Process

The Division of Administration and HCSD will cooperate to handle all processes associated with the sale of the Property to East Baton Rouge Parish Housing Authority in accordance with law, particularly Act No. 227 of the Regular Session of the 2013 Legislature.

6. Review of Legal Documents

To be submitted for review when Property is sold.

7. Parties of Interest

Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, the LSU Health Care Services Division, the Division of Administration and East Baton Rouge Parish Housing Authority.

8. Related Transactions

The Division of Administration and HCSD are cooperating to handle the process of selling the Property, including securing an appraisal and site survey of the boundary, advertising and gathering bids and contracts, as well as any and all additional issues associated with the Property.

HCSD would use the funds from the sale of the Property for their highest and best use, currently being determined by HCSD in cooperation with the Division of Administration.

9. Conflicts of Interest

None.

10. Attachments

I. Original Resolution

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby amends and restates in its entirety its resolution adopted September 11, 2020, in connection with the sale of the LSU Health Care Services Division's property located at 5825 Airline Highway Baton Rouge, Louisiana (the "*Original Resolution*"), as follows:

"NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State university and Agricultural and Mechanical college hereby authorizes the President of Louisiana State University or his designee to:

1. Request the Division of Administration to approve the sale of the LSU Health Care Services Division property located at 5825 Airline Highway,

Baton Rouge, and to handle the process of selling the property in accordance with all applicable laws; and

2. Request the Division of Administration to deliver the net sales proceeds to the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College for the benefit of the LSU Health Care Services Division to be used for their highest and best use.

BE IT FURTHER RESOLVED that the President of Louisiana State University be authorized to sell the former Earl K. Long site and be authorized to execute an act of cash sale and any and all other documents, certificates or instruments necessary to accomplish the transaction and to include in such act of cash sale or other documents any terms and conditions as he deems to be in the best interest of LSU."

LSU BOARD OF SUPERVISORS MEETING

South Stadium Club, Gate 20, Tiger Stadium

Louisiana State University

North Stadium Drive, Baton Rouge, LA 70803

Friday, September 11, 2020 | Time: 9:00 a.m. CT

- I. Call to Order and Roll Call
- II. Invocation and Pledge of Allegiance
- III. Public Comment
- IV. Committee Meetings
 - A. Academic & Research Committee
 1. Request from LSUHSC- Shreveport for Initial Designation of the Patient-Centered Rehabilitation Center of Academic Excellence
 - B. Finance Committee
 1. Recommendation to Approve the Fiscal Year 2020-21 Operating Budget
 2. Update on IT Governance Audit Action Plan
 - C. Property & Facilities Committee
 1. Request for Approval of the FY 2021-22 Five-Year Capital Outlay Budget Request and First Year Prioritized Categories for Louisiana State University
 2. Request from LSU Health Care Services Division to Approve a Request to Sell the Former Earl K. Long Hospital Property
 3. Request from LSU Health Sciences Center-New Orleans to Approve an Intent to Lease Agreement between the LSU Health Foundation and the LSU Board of Supervisors for the Lease of the Clinical Education, Dibert, and L&M Buildings
 4. Request from LSU Health Sciences Center-Shreveport to Approve the Schematic Designs of the Center for Medical Education and Wellness
 5. Request to Authorize an Intent to Lease Agreement with the LSU Real Estate and Facilities Foundation for the Utilities Modernization Initiative
 - D. Affiliated Organization Oversight Committee
 1. Recommendation to Approve an Affiliation Agreement with the LSU Foundation
 2. Recommendation to Approve an Affiliation Agreement with the LSU Alumni Association
 3. Recommendation to Approve an Affiliation Agreement with the Tiger Athletic Foundation
 4. Recommendation to Approve an Affiliation Agreement with the LSU Research Foundation
 5. Recommendation to Approve an Affiliation Agreement with the LSU Real Estate and Facilities Foundation
 6. Recommendation to Approve an Affiliation Agreement with the LSU Property Foundation
- V. Reconvene Board Meeting
- VI. Approval of Meeting Minutes
- VII. Reports from Council of Staff Advisors and Council of Faculty Advisors
- VIII. Personnel Actions Requiring Board Approval
- IX. Reports to the Board
 - A. 4th Quarter Informational Report
 - B. Semi-Annual Report Ending June 30, 2020
- X. Approval of Committee Reports

The Board or its Committees may enter into Executive Session in accordance with the provisions of LA R.S. 42:17

- XI. President's Report
- XII. Chair's Report
- XIII. Oath of Office for Chair
- XIV. Election for Chair-elect
- XV. Adjournment

The Board or its Committees may enter into Executive Session in accordance with the provisions of LA R.S. 42:17



Board of Supervisors

Request from from LSU Health Care Services Division to Approve a Request to Sell the Former Earl K. Long Hospital Property

Date: September 11, 2020

1. Bylaw Citation

Pursuant to 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.

2. Summary of Matter

The LSU Health Care Services Division (HCSD) requests approval by the Board of Supervisors to sell property located at 5825 Airline Highway, Baton Rouge, Louisiana 70805.

The property is the site of the former LSU Earl K. Long Medical Center. As a result of the public/private partnership entered into between LSU and Our Lady of the Lake in April of 2013, the hospital building and other adjacent structures were vacated and later demolished leaving mostly vacant land at this 14 acre site. HCSD has no further use for the site, and there are unfunded maintenance costs associated related to this site making it difficult to maintain the site.

HCSD is seeking Board approval to request the Division of Administration, to handle the process of selling the property to include securing an appraisal and site survey of the boundary, advertising and gathering bids and contracts, as well as any and all additional issues associated with the property.

3. Review of Business Plan

HCSD is proposing that proceeds from the sale of the property be returned to HCSD to be used to address deferred maintenance issues on its remaining property.

4. Fiscal Impact

The property would be sold for an amount approved by the Division of Administration and LSU in accordance with state law.

The former Kmart facility was renovated to accommodate the Administrative and Business Office of the Health Care Services Division in 2012 at a cost of \$2.1M. The renovation was an interior renovation that did not include the replacement of the roof. Roof leaks have developed since HCSD has occupied the building putting the interior office space, equipment, medical records as well as business records in jeopardy. A capital outlay request was submitted to replace the roof in 2014, but to date has not been funded. Upon approval by the Board of Supervisors, HCSD intends to submit a request to the Commissioner of Administration to retain the proceeds from the sale of the property to fund the cost of replacing the roof.

5. Description of Competitive Process

HCSD is requesting approval for the Division of Administration to handle all processes associated with the sale of the property.

6. Review of Legal Documents

To be submitted for review when property is sold.

7. Parties of Interest

Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, the LSU Health Care Services Division and the Division of Administration.

8. Related Transactions

HCSD would request the Division of Administration to handle the process of selling the property to include securing an appraisal and site survey of the boundary, advertising and gathering bids and contracts, as well as any and all additional issues associated with the property.

Upon approval by the Board and the Commissioner of Administration, HCSD would use the funds from the sale of the property to offset the cost of replacing the roof on the Administrative and Business Office of HCSD.

9. Conflicts of Interest

None.

10. Attachments

- I. Letter from Chancellor Larry Hollier
- II. Asset Management Report

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes Thomas C. Galligan, Jr., Interim President of Louisiana State University, or his designee to:

1. Request the Division of Administration to approve the sale of the LSU Health Care Services Division property located at 5825 Airline Highway, Baton Rouge, and to handle the process of selling the property in accordance with all applicable laws; and
2. Request the Division of Administration to deliver the net sales proceeds to the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College

for the benefit of the LSU Health Care Services Division be used for deferred maintenance issues.

BE IT FURTHER RESOLVED that Interim President Galligan be authorized to sell the former Earl K. Long site thereof, and that Interim President Galligan be authorized to execute an act of cash sale and any and all other documents necessary to accomplish the transaction and to include in such act of cash sale or other documents any terms and conditions as he deems to be in the best interest of LSU.



OFFICE OF THE CHANCELLOR

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

July 10, 2020

Thomas C. Galligan, Jr
LSU Interim President
3810 West Lakeshore Drive
Baton Rouge, Louisiana 70808RE: **Significant Board Matter J**

Request for Approval to sell property located at 5825 Airline Hwy, Baton Rouge, LA 70805

Dear President Galligan: :

The LSU Health Sciences Center New Orleans, Health Care Services Division is requesting approval from the Board of Supervisors to sell the property of the former LSU Earl K. Long Medical Center located at 5825 Airline Hwy, Baton Rouge, LA 70805.

As a result of the public/private partnership between the LSU Board of Supervisors, LSU Health Care Services Division (HCSD) and Our Lady of the Lake Medical Center (OLOL), the property at 5825 Airline Hwy, Baton Rouge, LA was vacated in April, 2013. Since that time most of the structures on the property, including the hospital have been demolished. HSCNO, HCSD is seeking Board approval to request the Division of Administration, to handle the process of selling the property to include securing an appraisal and site survey of the boundary, advertising and gathering bids and contracts, as well as any and all additional issues associated with the property. HSCNO, HCSD has no further use for the property and is unable to continue maintenance associated with the property.

I certify that to the best of my knowledge, we have provided all necessary documentation and that the information contained herein is complete, accurate and in compliance with Article VII, Section 8 of the Bylaws of the Board of Supervisors. We agree to cooperate in any issues related to this matter. Please let me know if any additional information is needed.

Sincerely,

*L. H. Hollier, M.D.*Larry H. Hollier, MD, FACS, FACC, FRCS
Chancellor, LSU Health Sciences Center New OrleansCc: Lanette Buie
Danny Mahaffey

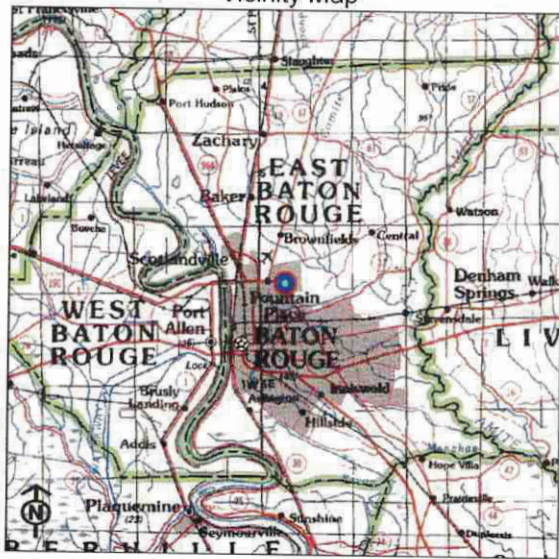
Louisiana Office of State Lands

Asset Management Report - 10/14/2016

0010/217006

EARL K LONG MEMORIAL HOSPITAL

Vicinity Map



Site Map



Status: ACTIVE
Department Name: 19D DEPARTMENT OF EDUCATION
Agency Name: 610 LA HEALTH CARE SERVICES DIV
Group: MEDICAL CENTER / HOSPITALS
Function: HOSPITAL
Facility: EARL K LONG MEMORIAL HOSPITAL
Address1: 5825 AIRLINE HIGHWAY
Address2:
City/State/Zip: BATON ROUGE, LA 70816
Contact: Kathy Viator
E-Mail: kviato@lsuhsc.edu

Phone: 225-358-1002

Land Acquisition: \$263,995.00	Minerals: UNKNOWN	Ownership: OWNED
Convey Docs: 7	First Date: 02/22/1963	
Acreage - Total: 14.27	Owned: 14.27	Leased: 0.00
Active Buildings: 1	Area (Sq Ft): 8,450	ROW: 0.00
Legal Description:		Replacement Cost: \$0
PORTIONS OF LOTS 7, 8, 9, & 10 IN KEENER TRACT, SEC 41, T6S-R1E.		
Additional Notes:		

Approx Land Value:	\$2,639,950.00	Approx Timber Value:	\$0.00
Approx Total Value:	\$2,639,950.00		
Annual Oper/Maint Expense:	\$1,236,072.00	Est Maint Backlog:	\$18,000,000.00
Current State of Utilization:	Full		
Recommendations for Future Utilization:			
NA			

Site 2-17-006

Earl K. Long Memorial Hospital

East Baton Rouge, Parish, Louisiana

Statewide Land and Buildings System Classification

- Full Interest
- Part Interest
- Vacant Land
- Restricted Access
- State Agency Land
- School Indemnity Land
- Lake Bed

State Claimed Water Bodies

- State Claimed
- Claimed by the State and Adjoining Land Owner (Enter at Your Own Risk)
- Judgement, Agreement or Compromise Against State Ownership
- Publicly Accessible

Site Boundaries

- Boundary (Document)
- Boundary (Site)
- Section (Tobin)
- Township (Tobin)

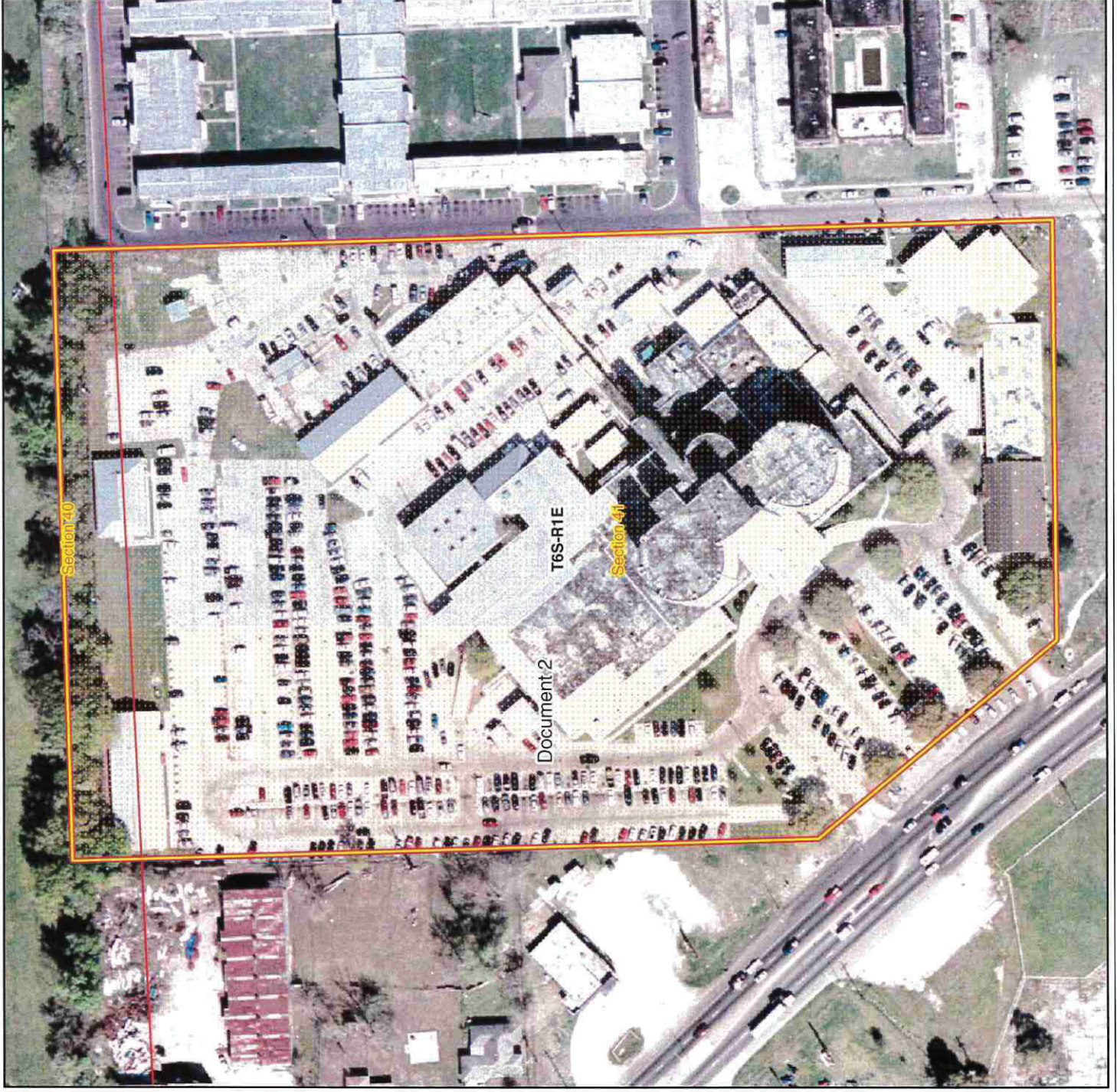


Universal Transverse Mercator
North American Datum 1983
Louisiana North

Image: 2002 1500-meter Orthoimage



Map Date: July 28, 2009



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SEPTEMBER 11, 2020

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MINUTES
LSU BOARD OF SUPERVISORS MEETING
South Stadium Club, Tiger Stadium
Louisiana State University
N. Stadium Dr., Baton Rouge, LA 70803
Friday, September 11, 2020 | Time: 9:00 a.m. CT

I. Call to Order and Roll Call

Ms. Mary Werner, Chair, called to order the Regular Meeting of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College in the South Stadium Club of Tiger Stadium at Louisiana State University in Baton Rouge on September 11, 2020.

Present

Ms. Mary Werner, Chair
Mr. Robert S. Dampf, Chair-elect
Mr. James Williams, Past Chair
Mr. Glenn Armentor
Mr. Jack "Jay" A. Blossman, Jr.
Mr. B. Wayne Brown
Mr. Stone Cox
Ms. Valencia Sarpy Jones
Mr. Lee Mallett
Mr. Randy Morris
Mr. Patrick C. Morrow
Mr. Rémy Voisin Starns
Mr. Collis B. Temple Jr.
Mr. Jimmie M. Woods, Sr.
Mr. Richard E. Zuschlag

Absent

Mr. Ronnie Anderson

Also participating in the meeting were the following: Mr. Thomas Galligan, Interim President of LSU; Mr. Winston DeCuir, General Counsel for LSU; University officers; and, administrators of the campuses; faculty representatives; interested citizens and representatives of the news media.

II. Invocation and Pledge of Allegiance

The invocation was offered by Everett Craddock, a junior engineering student at LSU. The Pledge of Allegiance was led by Mary Katherine Loos, a third year Paul M. Hebert Law Center student.

III. Public Comment

There were no individuals registered for public comment.

The Board recessed the regular meeting to convene the committee meetings.

IV. Committee Meetings

4.A. Academic & Research Committee

Academic Vice Chair, Mr. Glenn Armentor, presided in the absence of Mr. Ronnie Anderson.

4.A.1. Request from LSUHSC- Shreveport for Initial Designation of the Patient-Centered Rehabilitation Center of Academic Excellence

Upon motion by Mr. Morris, and seconded by Mr. Zuschlag, the Committee recommended the following resolution for Board approval.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request from LSU Health Sciences Center - Shreveport for initial designation of the Patient-Centered Rehabilitation Center of Academic Excellence, subject to approval by the Louisiana Board of Regents.

4.B. Finance Committee

4.B.1. Recommendation to Approve the Fiscal Year 2020-21 Operating Budget

Upon motion by Mr. Brown, and seconded by Mr. Dampf, the Committee recommended the following resolution for Board approval.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the operating budget for the fiscal year ending June 30, 2021, providing:

- (a) Final approval and commitment authorization of funds for unrestricted educational and general, medical, and related expenses in the amount of \$1,061,703,600 for the campuses shown below

- LSU A&M
- LSU Agricultural Center
- LSU Alexandria
- LSU Eunice
- LSU Shreveport
- LSU Health Sciences Center, New Orleans
- LSU Health Sciences Center, Shreveport
- LSU Pennington Biomedical Research Center
- The Hospital and Central Office of the LSU Health Care Services Division

- (b) Commitment authorizations for auxiliary enterprises, grants and contracts, and other restricted funds estimated to be \$1,777,167,941.
- (c) Transactions included or referred to in the operating budget that otherwise require Board approval are not approved by mere inclusion in the operating budget.

BE IT FURTHER RESOLVED that each campus shall prepare a semi-annual financial report. The format of the report will include the following:

1. Budget and actual for unrestricted revenues by source of funds

2. Actual for unrestricted expenditures by object and by function
3. Beginning account balances and actual revenues and expenditures/transfers for restricted operations
4. Any significant changes in the budget that should be brought to the attention of the President and Board
5. An explanation of any significant reduction in anticipated revenues or significant increase in expenditures

Any subsequent modification to the reporting format will be approved by the President with notification to the Board.

4.B.2. Update on IT Governance Audit Action Plan

A brief report was given by Craig Woolley, LSU chief information officer.

No action was needed by the Board for this item.

4.C. Property & Facilities Committee

4.C.1. Request for Approval of the FY 2021-22 Five-Year Capital Outlay Budget Request and First Year Prioritized Categories for Louisiana State University.

Upon motion by Ms. Jones, seconded by Mr. Brown, the Committee recommended the following resolution for Board approval.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that the following list of projects to be submitted to the Division of Administration in accordance with the provisions of La. R.S. 39:101 et seq. and first year prioritized project categories are approved and;

BE IT FURTHER RESOLVED, that the President of Louisiana State University, or his or her designee, be and he is hereby authorized to make adjustments as necessary in this request as circumstances dictate, including technical corrections, increasing or decreasing the amount requested for individual projects by not more than twenty percent (20%) of the amount approved in this resolution, combining or renaming projects and/or changing sources of funds and to add self-generated projects with individual project costs of less than \$1 million without further approval by the Board, provided, however, that such project additions be reported to the Board.

BE IT FURTHER RESOLVED that transactions included or referred to in the capital outlay request that otherwise require Board approval are not approved by inclusion in the capital outlay request per Article VII, Section 2, A of the Bylaws.

4.C.2. Request from LSU Health Care Services Division to Approve a Request to Sell the Former Earl K. Long Hospital Property

Upon motion by Mr. Temple, seconded by Mr. Williams, the Committee recommended the following resolution for Board approval.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes Thomas C. Galligan, Jr., Interim President of Louisiana State University, or his designee to:

1. Request the Division of Administration to approve the sale of the LSU Health Care Services Division property located at 5825 Airline Highway, Baton Rouge, and to handle the process of selling the property in accordance with all applicable laws; and
2. Request the Division of Administration to deliver the net sales proceeds to the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College for the benefit of the LSU Health Care Services Division be used for deferred maintenance issues.

BE IT FURTHER RESOLVED that Interim President Galligan be authorized to sell the former Earl K. Long site thereof, and that Interim President Galligan be authorized to execute an act of cash sale and any and all other documents necessary to accomplish the transaction and to include in such act of cash sale or other documents any terms and conditions as he deems to be in the best interest of LSU.

- 4.C.3. Request from LSU Health Sciences Center-New Orleans to Approve an Intent to Lease Agreement between the LSU Health Foundation and the LSU Board of Supervisors for the Lease of the Clinical Education, Dibert, and L&M Buildings

Upon motion by Mr. Williams, seconded by Ms. Jones, the Committee recommended the following resolution for Board approval.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the President of Louisiana State University, or his or her designee, to approve the proposed Intent to Lease Agreement (Agreement) with the LSU Health Foundation, New Orleans (Foundation) for the Clinical Education, Dibert, Butterworth, Hutchinson and L&M buildings and land.

BE IT FURTHER RESOLVED that the President of Louisiana State University, or his or her designee, is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, in consultation with General Counsel, to include in the Agreement any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors.

- 4.C.4. Request from LSU Health Sciences Center-Shreveport to Approve the Schematic Designs of the Center for Medical Education and Wellness

Upon motion by Ms. Jones, seconded by Mr. Brown, the Committee recommended the following resolution for Board approval.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the exterior elevations for the LSU Health Sciences Center-Shreveport's Center for Medical Education and Wellness.

- 4.C.5. Request to Authorize an Intent to Lease Agreement with the LSU Real Estate and Facilities Foundation for the Utilities Modernization Initiative

Mr. Woods recused himself from deliberation and voting of this item.

Original resolution as follows:

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

1. That REFF, through a competitive process consistent with the description provided above, and with the participation of appropriate LSU representatives, outside counsel, and the LSU Office of General Counsel, will select a private partner for leasing and/or operating the LSU central utilities plants and related utilities infrastructure, and negotiate the terms and conditions of one or more agreements with the selected private partner;
2. That any proposed agreements resulting from this process shall be subject to approval by this Board as provided in the Bylaws and the Uniform Affiliation Agreement;

AND, BE IT FURTHER RESOLVED that the various review, selection, recommendation, and negotiation processes conducted in accordance with the Intent to Lease Agreement shall be consistent with following principles:

1. The process shall be conducted with as much transparency as is practical, consistent with the statutorily-required private character of the REFF and the need to protect sensitive proprietary or competitive information submitted by private developers during the selection process;
2. The process shall align with the goals of LSU's Supplier Diversity Program;
3. The process shall be guided by the LSU Energy System Modernization Goals as set forth in Appendix IV attached hereto;
4. The location and construction of any improvements ultimately constructed by the private partner shall be consistent with the Comprehensive and Strategic Master Plan for the Flagship Campus;
5. LSU's primary goal is to obtain substantial improvements for its utilities infrastructure, and not necessarily to obtain any "monetization" or other up-front payments in consideration for the lease; and
6. LSU shall maintain full control over capital expenditures and similar investments made through the life of this initiative.

Motion by Mr. Williams, second by Mr. Mallett to amend resolution.

As amended, motion by Mr. Temple, second by Mr. Cox,

Adopted by roll call vote.

BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College begin negotiations with the existing Cooperative Endeavor Agreement partners and set a deadline of ninety (90) days to reach a deal that is in the best interest of LSU on utilities modernization. If the University does not reach an agreement with either of those partners within the ninety (90) days, the University will initiate a competitive process.

Motion by Mr. Williams, second by Ms. Jones

BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College authorizes the President of LSU, or his or her designee, to execute an Intent to Lease agreement between LSU and the LSU Real Estate and Facilities Foundation (REFF) for the purpose of utilities modernization, and which agreement shall provide for such terms and conditions as the President, or designee, deems to be in the best interests of LSU, and subject to the additional parameters of the amended motion offered by Mr. Williams.

4.D. Affiliation Organization Oversight Committee

4.D.1. The following items were conducted as one item with one vote:

1. Recommendation to Approve an Affiliation Agreement with the LSU Foundation
2. Recommendation to Approve an Affiliation Agreement with the LSU Alumni Association
3. Recommendation to Approve an Affiliation Agreement with the Tiger Athletic Foundation
4. Recommendation to Approve an Affiliation Agreement with the LSU Research Foundation
4. Recommendation to Approve an Affiliation Agreement with the LSU Real Estate and Facilities Foundation
5. Recommendation to Approve an Affiliation Agreement with the LSU Property Foundation

Upon motion by Mr. Mallett, seconded by Mr. Morrow, the Committee recommended the following resolutions for Board approval.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors authorizes the President to execute the affiliation agreement with the LSU Foundation, as presented, including the Development Services Agreement (Exhibit E to the Affiliation Agreement).

BE IT FURTHER RESOLVED, the President, in consultation with the General Counsel, may make refinements to the Development Services Agreement with the LSU Foundation as needed that are in the best interests of LSU prior to execution.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors authorizes the President to execute the affiliation agreement with the LSU Alumni Association, as presented.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors authorizes the President to execute the affiliation agreement with the Tiger Athletic Foundation, as presented.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors authorizes the President to execute the affiliation agreement with the LSU Research Foundation, as presented.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors authorizes the President to execute the affiliation agreement with the LSU Real Estate and Facilities Foundation, as presented.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors authorizes the President to execute the affiliation agreement with the LSU Property Foundation, as presented.

V. Reconvene Board Meeting

After adjournment of the Committee Meetings, the Regular Board Meeting was called back to order.

VI. Approval of Meeting Minutes

Upon motion by Mr. Zuschlag, seconded by Mr. Williams, the Board voted unanimously to approve the minutes of the Board meeting held on August 14, 2020.

VII. Reports from Council of Staff Advisors and Council of Faculty Advisors

Professor Jim Robinson provided a report on behalf of the Faculty Advisors. He reported on the following: faculty cost of living raises; LSU censure list removal; COVID related losses; maternity coverage to dependents; problems with lecture video usage; and multiple representatives attending Board of Supervisors meetings.

Due to our format for this meeting the Council of Staff Advisors provided their report in writing.

VIII. Personnel Actions Requiring Board Approval

There were no personnel actions requiring Board approval.

Mr. DeCuir introduced Mr. Carranza Pryor as the new chief counsel for the LSU Health Sciences Center in Shreveport.

IX. Reports to the Board

There were two reports to the Board: 4th Quarter Informational Report and Semi-Annual Report Ending June 30, 2020.

Upon motion by Ms. Jones, seconded by Mr. Armentor, the Board voted unanimously to approve the reports.

X. Approval of Committee Reports

Mr. Woods and Mr. Blossman both stated they abstained from Item 5 of the Property and Facilities Committee: *“Request to Authorize an Intent to Lease Agreement with the LSU Real Estate and Facilities Foundation for the Utilities Modernization Initiative.”*

Ms. Werner stated she would entertain one motion from the full Board to approve all committee recommendations. Upon motion by Mr. Mallett, seconded by Mr. Temple, the committee recommendations were unanimously approved.

XI. President's Report

President Galligan gave an informative report on the following: impact of Hurricane Laura to the state and LSU campuses; recap of presidential term; COVID-19 testing and statistics; enrollment reports; program rankings and awards/acknowledgments; diversity and inclusion efforts; and a thank you to outgoing madam chair.

XII. Chair's Report

Ms. Werner expressed her sincerest appreciation to the LSU community and loved ones, and also shared her legacy as Chair.

XIII. Oath of Office for Chair

Mr. Ben Dampf administered the Oath of Office to Mr. Robert Dampf.

Mr. Dampf and Ms. Jones presented a resolution to Ms. Werner for her service as the 2019-2020 Chair. The Board voted unanimously to approve the following resolution.

WHEREAS, Mary L. Werner was appointed to the LSU Board of Supervisors on June 5, 2018, representing the Third Congressional District encompassing southwest Louisiana; and

WHEREAS, Werner was chosen among her peers as Chair-elect and assumed the role of Chair on September 13, 2019; and

WHEREAS, Werner began her year as Chair expending significant effort building relationships on behalf of LSU and demonstrating her diplomatic acumen in holistically advocating the policy goals of the University; and,

WHEREAS, the departure of a sitting president can be a tumultuous time of disarray for a university community, and, Werner acted deftly in identifying an interim University president; and,

WHEREAS, as the Chairwoman of an eight-campus university family, a multitude of priorities must be evaluated and executed, Werner did an excellent job of prioritizing university challenges;

WHEREAS, Werner was a stalwart supporter of athletics and was among the loudest boosters backing the LSU Tiger Football team for the National Championship victory; and,

WHEREAS, Werner has been a tireless backer of the LSU Eunice touting the success of the system's junior college and its exceptionally successful athletic programs; and

WHEREAS, Werner was a leader in decision-making for LSU when the world and the United States was confronted with the SARS-COVID-19 pandemic leading to the cancellation of in-person instruction, research, and service at the University in March 2020; and,

WHEREAS, Werner proposed and received the support of her colleagues to establish the first Diversity & Inclusion Committee as a permanent committee of the Board; and,

WHEREAS, Werner has been a tireless advocate for women and their personal and professional success; and had continued that advocacy to include advocacy across the LSU family;

WHEREAS, Werner worked fervently in support of veterans, the Reserve Officer Training Corps, and the Cadets of the Ole War Skule to ensure LSU's military tradition is perpetually honored; and,

WHEREAS, Werner has driven thousands of miles traversing Louisiana to attend graduations, meetings, briefings, and other events to demonstrate her support of the University; and

WHEREAS, Werner has spent innumerable hours traversing, sometimes more slowly than others, the Atchafalaya Basin and conducting business uninterrupted the entire time; and,

WHEREAS, Werner has continued to be a loving and attentive mother to her three children, a caring daughter to her parents, a confidant to her siblings, and an incomparable friend to those seeking help and understanding;

THEREFORE, BE IT RESOLVED, the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College wish to express its deepest gratitude and appreciation to Mary L. Werner for her sacrifice in support of the University and fulfilling her role as Chair with extraordinary gracefulness and professionalism.

XIV. Election for Chair-elect

The Chairman called for nominations for Chair-Elect. Ms. Jones nominated Mr. Starns for the position. His nomination was seconded by Mr. Temple. There were no other nominations. Motion by Mr. Temple to close nomination and seconded by Mr. Armentor. With no objection, Mr. Starns was pronounced as the 2020-21 Chair-elect. Mr. Starns was administered the Oath of Office by Mr. Winston DeCuir.

XV. Adjournment

The Chairman announced the next meeting will be a special meeting held for September 16, 2020.

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

The special meeting scheduled for September 16, 2020 was moved to September 29, 2020.



Board of Supervisors

Approval of Transfer of Assets from Pennington Medical Foundation to Pennington Biomedical Research Foundation

Date: December 9, 2022

1. Bylaw Citation

Pursuant to Article VII, Section 1(N):

N. 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.

2. Summary of Matter

Pennington Medical Foundation was established in 1980 by an Act of Donation by Irene W. Pennington and C.B. Pennington to assist with the development of Pennington Biomedical Research Center. Pennington Medical Foundation has achieved its primary purpose and the assets have been reduced to approximately \$450,000 in cash and a mineral interest. After transferring the mineral interest to a separate limited liability company, the trustees of Pennington Medical Foundation desire to dissolve the entity and distribute the remaining assets for the beneficial purposes rather than have the assets consumed by continued expenses.

The trust instrument for Pennington Medical Foundation requires assets to be distributed to a 501(c)(3) organization upon dissolution. Because Louisiana State University is not a 501(c)(3) organization, Pennington Medical Foundation has selected Pennington Biomedical Research Foundation, which is a 501(c)(3) organization, to be the recipient of the assets.

Pennington Biomedical Research Foundation is an existing affiliated organization created to support the programs, facilities and educational opportunities of Pennington Biomedical Research Center. Section 6.2 of the Uniform Affiliation Agreement between the Board of Supervisors and Pennington Biomedical Research Foundation requires a determination of acceptable University purpose before engaging in certain transactions, including those involving immovable property such as a mineral interest.

Considering the existing Uniform Affiliation Agreement and mission, the transfer of assets from Pennington Medical Foundation to Pennington Biomedical Research Foundation would seem to satisfy the requirement of an acceptable University purpose. Pennington Biomedical Research Foundation has agreed to accept the assets of Pennington Medical Foundation upon dissolution, subject to the approval of the Board of Supervisors and on the condition that the name "Pennington Medical Foundation" remains permanently on and not be removed from Pennington campus buildings, windows and signage in its current form and locations.

3. Review of Business Plan

N/A

4. Fiscal Impact

N/A

5. Description of Competitive Process

N/A

6. Review of Legal Documents

The appropriate transfer documents will be prepared by and negotiated between Pennington Medical Foundation and Pennington Biomedical Research Foundation.

7. Parties of Interest

Pennington Biomedical Research Center; Pennington Biomedical Research Foundation; Pennington Medical Foundation

8. Related Transactions

N/A

9. Conflicts of Interest

N/A

10. Attachments

1. Letter from Paula Pennington de la Bretonne, dated August 30, 2022

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby approves the dissolution of the Pennington Medical Foundation and the transfer of its remaining assets upon dissolution, to Pennington Biomedical Research Foundation on the condition that the name "Pennington Medical Foundation" remains permanently on and not be removed from Pennington campus buildings, windows and signage in its current form and locations. and the Board of Supervisors finds that the transfer constitutes an acceptable University purpose. **BE IT FURTHER RESOLVED** that the President is hereby authorized to execute any documents necessary to fulfill the purposes of this resolution.



PENNINGTON
— MEDICAL FOUNDATION —

RECEIVED

AUG 30 2022

LSU GENERAL COUNSEL

August 30, 2022

Dr. William F. Tate, IV,
President
Louisiana State University

Re: Dissolution of Pennington Medical Foundation Trust

Dear President Tate,

I write to inform you of proposed transactions concerning the Pennington Medical Foundation (the "Trust") which is subject to a Uniform Affiliation Agreement with LSU. The Trust was created in 1980 pursuant to an Act of Donation in Trust by Irene W. Pennington and C.B. Pennington. Resources from the Trust have constructed many of the buildings that are located at LSU's Pennington Biomedical Research Center on Perkins Road. At this point, however, the assets of the Trust have been reduced to a value of around \$450,000 consisting of cash and a substantially depleted mineral interest that was donated originally to the Trust by Dr. and Mrs. Pennington. The Trust does not expect to receive significant income from the mineral interest in the future. Therefore, the Trustees desire to terminate the Trust and distribute all remaining assets for beneficial purposes rather than have such assets consumed by Trust expenses.

The Trust instrument requires assets to be distributed to a 501(c)(3) upon dissolution. The Trust has chosen Pennington Biomedical Research Foundation to be the recipient of the assets of the Trust because LSU is not classified as a 501(c)(3) entity. In order to better facilitate that transfer, the Trust intends to create a Limited Liability Company and drop into the LLC the mineral interest held by the Trust. Upon dissolution, Pennington Biomedical Research Foundation would receive the sole membership interest in the LLC as well as the cash held by the Trust. The creation of the LLC in this instance is merely for the purpose of facilitating the transfer of the assets to the Pennington Biomedical Research Foundation in a manner that protects it from potential liabilities inherent in the direct ownership of minerals. The Pennington Biomedical Research Foundation was created to support the programs, facilities and educational opportunities of the Pennington Biomedical Research Center at LSU. Therefore, the transfer of assets from the Trust to the Pennington Biomedical Research Foundation would appear to clearly meet the determination that this transaction constitutes an acceptable University purpose.

Please consider this correspondence to be notice of the Trust's intent to create an LLC. If, the Uniform Affiliation Agreement entered into by the Trust with the Board of Supervisors of LSU requires this notice to be directed to the Board of Supervisors of Louisiana State University and Agriculture and Mechanical College, please let us know. If notice to you in your capacity as President is sufficient, please advise if the full 30 day waiting period will not be required under these circumstances. Note that it is our understanding that the LSU Board at its meeting on October

21, 2016 approved the distribution of the assets of the Trust to the Pennington Biomedical Research Foundation.

I look forward to hearing from you. For your convenience in considering the above, I have enclosed a copy of the original Act of Donation in Trust. There have been several amendments to the Trust instrument, but they are not relevant to this proposed termination of the Trust.

Yours very truly,



Paula Pennington de la Bretonne

Paula Pennington de la Bretonne,
Chair Pennington Medical Foundation

cc: LSU General Counsel's Office



Board of Supervisors

ATHLETICS COMMITTEE

BOARD OF SUPERVISORS MEETING | DECEMBER 9, 2022



Board of Supervisors

Request from LSU A&M to Approve New Employment Contract for Executive Deputy Athletics Director/Chief Operating Officer

Date: December 9, 2022

1. Bylaw Citation

Pursuant to Article VII, Section 1

L.3. Appointments and all other personnel actions relating to varsity athletics coaches and Athletic Directors receiving a salary of \$250,000 or above.

2. Summary of Matter

This resolution seeks approval of the contract for Keli Zinn. The key terms of the contract are summarized below:

Name	Title	Term		Total Certain Compensation ^a
		Proposed Start Date	Proposed End Date	Proposed
Keli Zinn	Executive Deputy AD/COO	8/8/2022	6/30/2026	\$425,000

Notes:

- (a) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any fringe benefits, such as car and cell phone allowances, nor any one-time amounts, such as contract buy-outs or relocation allowances.

3. Review of Business Plan

N/A

4. Fiscal Impact

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

5. Description of Competitive Process

N/A

6. Review of Legal Documents

The Office of General Counsel has reviewed the proposed contract.

7. Parties of Interest

LSU and the above named Administrator

8. Related Transactions

N/A

9. Conflicts of Interest

None known

10. Attachments

Contract: Keli Zinn, Executive Deputy AD/COO

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes President William F. Tate IV, Ph.D., or his designee, to execute the position change with Keli Zinn as described in this item, in consultation with General Counsel.

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of the 16th day of November, 2022, by and between Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU” or “University”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by William F. Tate IV, its duly authorized President, and Keli Zinn (“Employee”) for the services of Employee:

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
 - A. “Athletics Director”: The Director of Athletics at LSU.
 - B. “Base Salary”: The annual sum of \$425,000.
 - C. “Contract Year”: An annual period from January 1 to December 31 during the Term.
 - D. “End Date”: June 30, 2026.
 - E. “Position”: Executive Deputy Athletics Director.
 - F. “President”: The President of LSU.
 - G. “Relocation Incentive”: A one-time payment of \$25,000 and, if needed, up to 14 consecutive days of temporary housing.
 - H. “Start Date”: August 8, 2022.
2. **Term.** The term (“Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 9 of this Agreement.
3. **Employment.** LSU does hereby employ Employee in the Position for the Term. Employee will report directly to the Athletics Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. Employee acknowledges and agrees that Employee is not eligible for and will not be considered for or granted tenure by LSU.
4. **Duties and Responsibilities.** Employee’s duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletics Director:
 - A. Assist with the development and implementation of plans, policies, procedures and programs that are in compliance with the rules and regulations of LSU, the Southeastern Conference (“SEC”) or any successor organization, and the National Collegiate Athletic Association (“NCAA”) or any successor organization, as well as all applicable local, state and federal laws which promote the mission of the

Athletics Department (“Department”), LSU’s high standard of academic excellence, and the general welfare of student-athletes;

- B. Observe, respect, and promote the principles of institutional control in every aspect of the Department and throughout all of its intercollegiate athletic programs;
- C. Consult with the Athletics Director and others, as appropriate, to encourage and monitor academic progress of student-athletes toward graduation;
- D. Ensure that all Department staff members actively support the Department’s commitment to academic achievement for each student-athlete;
- E. Assist with management and oversight of the Department’s men’s and women’s intercollegiate sports through each coach and, senior athletic staff, including coordinating and/or overseeing the recruitment, selection (negotiates and approves contracts, subject to President and/or Board approval) and evaluation (including approving salaries, subject to President and/or Board approval) of all assigned coaches;
- F. Promote athletic excellence on local, conference and national levels for all of the men’s and women’s intercollegiate athletic programs;
- G. Assist with management and oversight of all direct and indirect reports, including coordinating and/or overseeing the recruitment, selection and evaluation (including approving salaries) of all Department staff members;
- H. Consult with and submit reports, recommendations and supporting documents to the Athletics Director and/or any other person(s) as necessary to make decisions regarding academics, capital expansion, staffing, budget appropriations or other aspects of LSU’s athletic programs or for other purposes as requested;
- I. Know, recognize and comply with all applicable local, state and federal laws, as well as all applicable policies, rules and regulations of LSU, the SEC and the NCAA, taking appropriate steps to promote and ensure that all Department staff know, recognize and comply with all such laws, policies, rules and regulations;
- J. Work with others as directed by the Athletics Director to support a comprehensive ongoing program of compliance education for all coaches, student-athletes and boosters;
- K. Report to the Director of Compliance upon notice of or upon belief that any person or entity, including without limitation, representatives of LSU’s athletic interests, has violated, is likely, or may potentially violate any such laws, policies, rules and/or regulations;
- L. Cooperate fully and completely, and will use best efforts to ensure that Department staff members cooperate fully and completely, with any investigation of any alleged

violation of any of the covenants enumerated herein, conducted by LSU, the SEC, or the NCAA;

- M. Consult with Deputy Athletics Director for Leadership and Strategy to take prompt corrective or disciplinary action to address any non-cooperation by any Department staff member in any investigation;
- N. Consult with Deputy Athletics Director for Leadership and Strategy regarding NCAA or similar rule compliance issues, and shall assist, as necessary in investigating all cases where a violation has or may have occurred;
- O. Assist with oversight of all of the Department's fiscal operations (including short and long-term budgetary and fiscal planning and monitoring for budget performance) and responsibility for the Department finances and facilities to ensure sound business practices;
- P. Assist with the scheduling of intercollegiate sporting events, all aspects of the Department's operations and all aspects of LSU's athletic facilities including, but not limited to, evaluating the condition of athletic facilities for safety and comparison with SEC and national standards;
- Q. Assist with the development and implementation of programs to increase revenue sources for the Department, including effective plans for marketing and promotions, as well as fundraising strategies to promote donor support of the athletic program;
- R. Participate in, among others, speaking engagements, news conferences, radio, television and other media appearances at the request of the Athletics Director as appropriate;
- S. Represent the Department at all times including without limitation within the NCAA, SEC, LSU, community, and all other meetings and conventions consistent with the Position;
- T. Cultivate and advance a positive and respectful learning and working environment to provide an unsurpassed student-centered learning experience;
- U. Understanding and complying with Title VI of the Civil Rights Act of 1964, other federal laws, state law, and LSU policies on equal opportunity and discrimination, including, but not limited to, LSU Permanent Memorandum 55;
- V. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including but not limited to LSU Permanent Memorandum 73 ("PM-73"), and, as a mandatory reporter under PM-73, understanding and complying with the obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which Employee has knowledge or receives notice

to LSU's Title IX Coordinator and other appropriate designee as required by PM-73;

- W. Perform all other duties customarily performed by employees of commensurate rank serving other NCAA member institutions; and
- X. Perform other duties reasonably assigned by the Athletics Director.

5. **Base Salary.** LSU agrees to pay Employee the Base Salary annually, in 12 equal monthly installments, on LSU's regular monthly payroll date.

6. **Incentive Compensation.** Incentive Compensation, including Post-Season Incentive Compensation, shall be in the amounts and for meeting the goals set forth below. If payable, Incentive Compensation shall be paid within 60 days of achieving the applicable goal. In the event the Team participates in any post-season games, Post-Season Incentive Compensation is additional compensation for the extra services required of Employee in the preparation for and participation in post-season play, in accordance with LSU's policies and procedures. If Employee does not maintain employment for any post-season game for any reason, Employee shall not be entitled to Post-Season Incentive Compensation. Incentive Compensation may be payable, in whole or in part, from affiliated foundation funds.

A. **Learfield Sports Directors' Cup Incentive Compensation.** For each year that LSU achieves a top 20 final ranking in the NACDA (Learfield Sports) Directors' Cup Rankings while this Agreement is in effect, Employee shall be entitled to a performance incentive of \$10,000.

B. **Division I Football Post-Season Incentive Compensation.** For every year that the LSU NCAA Division I football team participates in post-season game(s), LSU will pay Employee Post-Season Incentive Compensation as follows. The maximum amount of Post-Season Incentive Compensation payable under this Section in a Contract Year is \$50,000.

1.	Bowl Participant in Non-College Football Playoff ("CFP") game	\$10,000 OR
2.	CFP Bowl Participant	\$20,000 OR
3.	CFP Semifinal Game Participant	\$30,000 OR
4.	CFP National Championship Game Participant	\$35,000 OR
5.	CFP National Champion	\$50,000

7. **Retirement and Fringe Benefits.** Employee shall be entitled to the following benefits:

A. Employee is entitled to participate in the retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and

benefit amounts as defined by law. Employee understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from Employee's compensation except as to the Base Salary and any earned Post-Season Incentive Compensation, and Employee shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. Retirement contributions are subject to the limitations of federal law and Louisiana law.

- B. Employee shall be entitled to (1) an annual automobile allowance in an amount not to exceed \$800 per month or, (2) to the extent consistent with state ethics law, use of one courtesy vehicle provided by a dealership and related automobile insurance.
- C. If indicated in Section 1 of this Agreement, Employee shall receive a Relocation Incentive. As per University policy, the Relocation Incentive is subject to full or partial repayment to LSU if Employee does not continue employment with the University for at least two full years. In accordance with Internal Revenue Service regulations, all relocation benefits are taxable compensation subject to withholding and other appropriate deductions.

8. Additional Revenue.

- A. Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2.2 and 11.3.2, and LSU Permanent Memorandum 11 ("PM-11"), Employee may earn or receive other revenue ("Additional Revenue") while employed by LSU, including working with sports camps or clinics, provided, however, that Employee shall obtain prior written approval from the President before engaging in any commercial or private venture (other than a passive investment), including the use of Employee's name by any commercial, public or private entity, which approval shall not be unreasonably withheld. Employee shall report annually to the President and the Athletics Director, in writing, in compliance with NCAA Bylaws 11.2.2, 11.3.2.1, and 11.3.2.1.1, and any applicable LSU policy, all athletically-related income or benefits received by Employee from sources outside LSU, and LSU shall have reasonable access to all records of Employee to verify this report. LSU does not guarantee any amount of Additional Revenue.
- B. Employee shall not, without written approval of the President and the Athletics Director and compliance with PM-11, arrange for or agree to the receipt by any other employee of any supplemental pay, bonus, or other form of payment from any outside source, except for income earned by assistant coaches or other staff from operation of sports camps, or as otherwise authorized by LSU in accordance with PM-11.
- C. Except for routine news media interviews or educational or development programs for which no compensation is received, Employee shall not appear on, or in, any radio, television, or internet programs or other electronic media other than those

produced or sponsored by LSU without the prior written approval of the Athletics Director or the Athletics Director's designee.

- D. Employee shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletics Director.

9. Termination and Suspension.

- A. **Termination by LSU for Cause.** This Agreement may be terminated for "cause" by LSU, acting through the Athletics Director, at any time prior to its expiration, upon written notice to Employee.

1. For purposes of this Section, "cause" for termination shall be defined as:

- a. If, as determined by LSU and without the need for any adjudication by any other entity, Employee commits any material and substantial violation (or repeated lesser violations) of Governing Athletics Regulations, fails promptly to report any such violation by another person to the Director of Compliance, or commits a material and substantial violation of any LSU policies, rules, or procedures;
- b. If, as determined by LSU and without the need for any adjudication by any other entity, there is any material and substantial violation of Governing Athletics Regulations, involving any aspect of the Department by any other person if either: (i) the violation occurs or continues to occur after Employee knew or had constructive knowledge that it was about to occur or was occurring, or (ii) Employee failed to follow reasonable policies and procedures established in writing by the Athletics Department to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
- c. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings Employee into substantial public disrepute sufficient, at the reasonable discretion of LSU, in a manner sufficient to materially impair Employee's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude and breaches the high moral and ethical standards applicable to Employee as a visible representative of LSU, including but not limited to, a material act of dishonesty, misrepresentation, or fraud, or an act of violence where Employee is the aggressor; in each case whether or not it rises to level of criminal prosecution by the relevant authorities;

- d. Unreasonable refusal or repeated failure to perform any duties imposed upon Employee herein, or failing to perform the same to the best of Employee's reasonable ability;
- e. Failing to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person under Employee's supervision to fail to reasonably cooperate in such investigation and enforcement;
- f. Subject to any right of administrative appeal permitted or granted to Employee by the NCAA or SEC, any finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by Employee of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of Employee which were knowingly and intentionally permitted, encouraged, or condoned by Employee, or about which violations Employee knew or should have known and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of any previously undisclosed violations during employment of Employee at any other institution of higher education);
- g. Failing to report promptly to the Director of Compliance any violations of Governing Athletics Regulations involving the Team of which Employee has actual knowledge;
- h. Failure by Employee to engage in, and use best efforts to ensure that personnel under Employee's direct or indirect supervision engage in, safe and responsible treatment of student-athletes on the Team, including without limitation failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student-athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student-athlete;
- i. Material failure to comply with LSU policies, rules and regulations concerning Title IX, including specifically but not exclusively the reporting of any incident of sexual misconduct in accordance with LSU's Title IX policy and PM-73;
- j. Prolonged absence from LSU without consent, which will not be unreasonably withheld;
- k. Failure to respond fully and truthfully within a reasonable time to any reasonable requests or inquiry relating to the performance of any

duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person under Employee's supervision to fail to so respond;

- i. Committing fraud in the performance of any duties and responsibilities herein, either with intent or reckless disregard for the truth, including but not limited to fraud in any written or verbal statements, including résumés, provided by Employee to LSU in the application process or fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student-athlete, including without limitation transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person under Employee's supervision to commit such fraud;
- m. Being charged with or convicted of (i) any felony, or (ii) any crime involving larceny, embezzlement, fraud, gambling, drugs, or alcohol;
- n. Participation in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or knowingly permitting any student-athlete or other individual under Employee's control, authority, or supervision to participate in such activity;
- o. Providing information or data, other than information or data provided to the general public through public presentation, relating in any manner to any intercollegiate sport or to any student-athlete to any individual whom Employee knows (or has constructive knowledge) to be a gambler, bettor, or bookmaker, or an agent of any such person; or knowingly permitting any student-athlete or other individual under Employee's control, authority, or supervision to furnish such information or data;
- p. Use or consumption of alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair Employee's ability to perform the duties herein;
- q. Sale, purchase, use or possession of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by Employee is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the

use or possession of substances or drugs lawfully prescribed by a health care provider and used in accordance therewith.

- r. Knowingly encouraging or allowing the sale, purchase, use, or possession by any student-athlete or other individual under Employee's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules; or
 - s. Knowingly committing material violation(s) of the terms of this Agreement; provided, however, that in each case, to the extent curable, Employee has not cured the circumstances constituting "cause" within seven days of written notice thereof from University.
 - t. Notwithstanding the language contained herein, LSU acknowledges and agrees that Employee's employment shall not be terminable for cause in the event of an isolated or technical violation of an applicable rule, regulation, or policy that is otherwise limited in scope and provides only a minimal competitive, recruiting, or other advantage; or for an NCAA or SEC violation which does not entail the risk of major institutional penalties, unless such violation was committed in a reckless or knowing manner.
2. The process for termination for cause is as follows:
- a. Prior to termination for cause, LSU shall provide Employee written notice of termination. The notice of termination shall be provided at least seven calendar days before the effective date of termination and shall be signed by the Athletics Director or the Athletics Director's designee. The notice of termination shall reference the facts upon which termination is authorized.
 - b. Prior to the effective date of termination in the notice, Employee shall have the right to present a written statement and any supporting materials to the Athletics Director detailing why the Employee believes LSU should rescind its notice of termination. The Athletics Director or the Athletics Director's designee may extend the effective date of termination in writing to allow additional time to consider Employee's response.
 - c. After review of any such response, the Athletics Director or the Athletics Director's designee shall provide Employee written notice of a decision. If confirmed, termination of employment shall be effective on the date of termination previously identified.
 - d. Within seven calendar days of receipt of the decision of the Athletics Director, Employee may make a written request for review to the

President and submit materials for consideration. If no such request is made, the decision of the Athletics Director is final.

- e. If a request for review is made, the President or the President's designee shall conduct the review based on materials provided by the Employee and materials considered by the Athletics Director. The request for review by the President shall not suspend the effective date of the termination.
 - f. Within 14 calendar days of the submission, Employee will be provided written notice of the decision of the President, which will be final.
3. In the event of termination for cause, Employee's Base Salary, Employee's Supplemental Compensation, Employee's Fringe Benefits and all other compensation and benefits provided for in this Agreement shall terminate on the last day of the month during which such termination date occurred, and LSU shall not thereafter be liable to Employee for any sums or damages other than Base Salary and Supplemental Compensation earned through the last day of such month, as well as Incentive Compensation that has been earned but not paid. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.
 4. Should the Employee be reinstated following review, Employee and Company shall be paid any lost compensation and benefits, retroactive to the date such compensation and benefits ceased.
 5. As required by NCAA Bylaw 11.2.1, Employee is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, Employee is also subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures if Employee is found by the NCAA or LSU to be in violation of NCAA Bylaws. Employee agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA. Employee further understands that Employee has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, pursuant to this Agreement and NCAA Bylaw 11.2.1, and that such obligation continues in effect during and beyond the termination of this Agreement for any violations alleged to have occurred during Employee's employment by LSU.

B. Termination by LSU without Cause.

1. LSU shall have the right to terminate this Agreement without cause upon written notice to Employee. In such event, LSU will pay Employee liquidated damages in the amount of the remaining Base Salary which

would have been payable to Employee through the remaining Term of the Agreement with partial years and months pro-rated.

2. In the event of termination by LSU without cause, Employee's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to Employee for any sums or damages other than the liquidated damages provided for herein and any compensation (including Incentive Compensation) earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.
3. Liquidated damages under this Section will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the Term.
4. In the event of termination by LSU without cause, Employee shall have the duty to mitigate and use best efforts to obtain athletics-related employment in another position with compensation at market value. Employee shall exercise due diligence and good faith in seeking qualifying employment so long as the liquidated damage obligation exists. In the event Employee obtains such other employment, Employee must notify LSU and provide documentation reasonably requested by LSU to determine the amount of compensation received by Employee and the amount of offset due to LSU. Mitigation shall be calculated as follows:
 - a. If new employment is via contract, LSU shall reduce future payments by the greater of (i) the average annual compensation of Employee's new employment agreement (regardless of term) or (ii) the specific annual compensation due for given year corresponding to this Agreement.
 - b. If new employment is not via contract (i.e., at-will), LSU will reduce future payments by the specific annual compensation due for given year corresponding to this Agreement.
5. Employee shall not attempt to allow third parties to take advantage of this Section as a means of avoiding paying the market value of Employee's services. In the event Employee breaches these obligations, LSU will have the right to (i) be completely relieved of any obligation to make any remaining payments owed to Employee (following notice to Employee and a reasonable opportunity for Employee's new employer to cure any deficiency) or (ii) adjust payments to reflect the market value for Employee's employment or services.

6. The parties have bargained for this liquidated damages provision. This is an agreement for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause Employee to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages that may be suffered by Employee in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that the liquidated damages herein are not in any way a penalty.
7. The parties intend for all payments and benefits under this Agreement to comply with or be exempt from Section 409A of the Internal Revenue Code and the regulations and guidance promulgated thereunder (collectively, "Section 409A"). To the extent permitted by law, the parties agree to modify this Agreement as necessary to comply with changes to Section 409A. Solely to the extent necessary to comply with Section 409A, a termination of employment shall not be deemed to have occurred unless such termination is also a "separation from service" within the meaning of Section 409A and for purposes of any such provision of this Agreement, references to a "termination", "termination of employment" or like terms shall mean "separation from service." For purposes of Section 409A, Employee's right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments, and each such installment payment shall likewise be treated as a separate and distinct payment for purposes of Section 409A.

C. Termination by Employee Without Cause.

1. Employee shall have the right to terminate this Agreement without cause upon written notice to LSU upon the following conditions:
 - a. Employee agrees to provide the Athletics Director with notice prior to engaging in any discussions and/or negotiations, directly or indirectly, for prospective employment at any place other than LSU during the Term; and
 - b. Employee agrees to provide LSU with written notice of termination of this Agreement.
2. In the event of termination by Employee without cause, Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU on one hand and Employee on the other hand, shall be the earlier of:
 - (a) the date on which Employee provides notice of termination to LSU; (b)

the date on which Employee accepts employment from another employer; or (c) the date on which Employee performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to Employee for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date, other than any earned but unpaid Base Salary, Supplemental Compensation, and Incentive Compensation. The parties acknowledge that this provision is intended to obligate Employee to repay unearned compensation and fees previously received hereunder.

3. The parties have bargained for provision. This is an agreement for personal services. The parties recognize that termination of this Agreement by Employee prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement employment.

D. Suspension or Other Disciplinary Action.

1. LSU may impose suspension or leave without pay for a period no longer than 120 days for any act or omission which would be grounds for discipline or termination for cause as defined herein. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously. Prior to suspension without pay under this provision, Employee shall be provided written notice of the grounds for the suspension and shall have seven calendar days from receipt of such notice to cure such circumstances (to the extent curable) and/or respond in writing to the Athletics Director. After review of any such response, to the extent such circumstances are not cured, the Athletics Director or the Athletics Director's designee will provide Employee with written notice of a decision and/or suspension. Suspension under this subsection shall not limit any rights of LSU to terminate Employee for cause.
2. Employee shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
3. Notwithstanding any other provision of this Agreement to the contrary, if Employee is suspended by the SEC or NCAA, Employee shall automatically be suspended by LSU for the duration of the SEC or NCAA imposed suspension without further notice or process. During such suspension, Employee shall not be entitled to receive any compensation, benefits or any other payments under this Agreement except for fringe benefits provided under Section 9 of this Agreement.

- E. **Termination by Death or Disability.** In the event of the death of Employee or the inability of Employee to perform the obligations described in this Agreement with or without accommodation by reason of disability, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than 90 consecutive days, this Agreement shall terminate with the same consequences as a termination with cause.
- F. **Exclusivity of Remedy.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither Employee nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or Employee of information or documents required by law. Employee acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, Employee shall have no right to occupy the Position and that Employee's sole remedies are provided herein and shall not extend to injunctive relief.

10. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to Employee by LSU or developed by Employee on behalf of or at the expense of LSU or otherwise in connection with the employment of Employee are and shall remain the sole and confidential property of LSU. Within seven calendar days of the expiration or termination of this Agreement, Employee shall cause any such materials in Employee's possession or control to be delivered to LSU. At the same time, Employee shall return to LSU all credit cards, keys, computers, automobiles, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of Employee. For any items not returned to LSU within the time provided, Employee expressly authorizes LSU to withhold the replacement cost from any compensation due Employee. The Athletics Department will maintain a schedule of replacement costs for items issued to employees.

11. **Leave and Overtime.**

- A. **No Annual Leave.** Because of the specific nature of Employee's job duties and the irregular times during which Employee will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season,

post-season, and recruiting period, while having fewer responsibilities in the off-season), Employee acknowledges and agrees that Employee will not earn or accrue annual leave.

1. Employee's compensation has been mutually negotiated with this understanding, and both Employee and LSU agree that the compensation would be less if Employee were entitled to earn annual leave.
 2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires Employee to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then Employee's compensation shall be reduced by the dollar value of the annual leave for which Employee is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which Employee's earning of annual leave is calculated to begin, and Employee shall repay to LSU the amount of the reduction. Employee shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by Employee and LSU) from the date on which the Employee is given notice that Employee will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, Employee may waive Employee's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.
- B. **No Overtime.** Employee qualifies and is designated as exempt under the Fair Labor Standards Act and is not entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
- C. **Sick Leave.** Employee will accrue and use sick leave in accordance with LSU policy.
- D. **Notice of Absence.** Employee is required to receive authorization from the Athletics Director or the Athletics Director's designee prior to being absent from Employee's usual duties and responsibilities, not to be unreasonably withheld.
12. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
13. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the matters contemplated hereby and shall, upon the effective date hereof, supersede any other oral and written agreements between the

parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.

14. **Indirect Actions Prohibited.** Any act which Employee is prohibited from doing directly in this Agreement may not be done indirectly by another person on behalf of or at the behest of Employee.
15. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by Employee, such approval and acceptance to be acknowledged in writing.
16. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
17. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
18. **No Waiver of Sovereign Immunity.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
19. **“Force Majeure” Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. “Force Majeure” shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil unrest, strike, lockout, epidemic or pandemic, government-ordered restriction or cessation of activity, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
20. **Compliance with La. R.S. 42:31.** To the extent annual compensation under this Agreement exceeds \$100,000, Employee hereby agrees and promises that Employee shall provide, within 30 days of the Start Date, proof to LSU that Employee has been issued a Louisiana driver’s license and that all vehicles registered in Employee’s name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.
21. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.



Board of Supervisors

**Request from LSU A&M to Approve New Employment Contract
for an Assistant Coach**

Date: December 9, 2022

1. Bylaw Citation

Pursuant to Article VII, Section 1

L.3. Appointments and all other personnel actions relating to varsity athletics coaches and Athletic Directors receiving a salary of \$250,000 or above.

2. Summary of Matter

This resolution seeks approval of the contract for Joshua Jordan. The key terms of the contract are summarized below:

Name	Title	Term		Total Certain Compensation ^a
		Proposed Start Date	Proposed End Date	Proposed
Joshua Jordan	Assistant Baseball Coach	7/8/2022	6/30/2025	\$300,000

Notes:

- (a) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any fringe benefits, such as car and cell phone allowances, nor any one-time amounts, such as contract buy-outs or relocation allowances.

3. Review of Business Plan

N/A

4. Fiscal Impact

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

5. Description of Competitive Process

N/A

6. Review of Legal Documents

The Office of General Counsel has reviewed the proposed contract.

7. Parties of Interest

LSU and the above named Assistant Coach

8. Related Transactions

N/A

9. Conflicts of Interest

None known

10. Attachments

Contract: Joshua Jordan, Assistant Baseball Coach

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes President William F. Tate IV, Ph.D., or his designee, to execute the position change with Joshua Jordan as described in this item, in consultation with General Counsel.

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of this 16th day of November, 2022, by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by William F. Tate IV, its duly authorized President, and Joshua Jordan (“Employee”):

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

A. “President”: The President of LSU.

B. “Athletics Director”: The Director of Athletics at LSU.

C. “Base Salary”: The annual sum as follows:

Start Date to June 30, 2023	\$300,000
July 1, 2023 to June 30, 2024	\$310,000
July 1, 2024 to June 30, 2025	\$320,000

D. “Position”: Assistant Coach for the Team.

E. “Start Date”: July 8, 2022.

F. “End Date”: June 30, 2025.

G. “Program”: The intercollegiate Baseball program at LSU.

H. “Team”: The intercollegiate athletic team which is a part of the Program.

I. “Contract Year”: An annual period from January 1 to December 31 during the Term.

J. “Relocation Incentive”: The one-time payment of \$25,000 and up to 14 consecutive days of temporary housing, as needed.

2. **Term.** This Agreement shall be for a definite term (“Term”), commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 10 or 11 of this Agreement.

3. **Employment.** LSU does hereby employ Employee in the Position for the Term. Employee will report directly to the Head Coach of the Team. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. Employee acknowledges and agrees that Employee is not eligible for and will not be considered for or granted tenure by LSU.

4. **Duties and Responsibilities.** Employee's duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletics Director:
- A. Performing all duties reasonably assigned to Employee by the Head Coach of the Team or the Athletics Director so long as such duties are consistent with those duties typically assigned to assistant coaches at colleges or universities at the same competitive level as LSU;
 - B. Promoting the success of the Team and its student athletes both athletically and academically;
 - C. Being reasonably knowledgeable of and complying with: (1) all applicable federal and state laws governing intercollegiate athletics; and (2) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the National Collegiate Athletic Association ("NCAA"), the Southeastern Conference ("SEC"), LSU, and any other conference or Agreement (hereinafter collectively referred to as "Governing Athletics Regulations");
 - D. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletics Director and the Director of Compliance;
 - E. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including but not limited to Permanent Memorandum 73 ("PM-73"), and understanding and complying with the mandatory obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which Employee has knowledge or receives notice to LSU's Title IX Coordinator as required by PM-73;
 - F. Understanding and complying with Title VI of the Civil Rights Act of 1964, other federal laws, state law, and LSU policies on equal opportunity and discrimination, including, but not limited to, Permanent Memorandum 55;
 - G. Cooperating fully, truthfully and without undue delay in any investigation of possible violations of any Governing Athletics Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time,
 - H. Cooperating fully, truthfully and without undue delay in any LSU internal investigation or inquiry;
 - I. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
 - J. Reasonably understanding, observing, upholding, and promoting LSU's written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student athletes, and recruiting can be conducted consistent with LSU's mission;

- K. Cultivating and maintaining reasonable interaction with members of the LSU community, in accordance with the policies and instructions of the Head Coach of the Team and the Athletics Director;
 - L. Performing all duties in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;
 - M. Using reasonable efforts, through due care and supervision, to ensure that all student athletes and other individuals under or subject to Employee's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU; and
 - N. Using reasonable efforts to promote the goal of LSU that every student athlete obtains an undergraduate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student athletes and the faculty and administrators of LSU in connection with the academic pursuits of student athletes.
5. **Sports Camps.** Employee, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may work at sports camps or clinics at LSU. Except as expressly provided in this Agreement, LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps or clinics.
6. **Base Salary.** LSU agrees to pay Employee the Base Salary annually, in 12 equal monthly installments, on LSU's regular monthly payroll date.
7. **Incentive Compensation.** In the event the Team participates in any post-season games, Employee may be eligible for Post-Season Incentive Compensation in accordance with LSU's most recent Additional Compensation Policy for Post-Season Athletics. Post-Season Incentive Compensation is additional compensation for the extra services required of Employee in the preparation for and participation in post-season play and, if payable, shall be paid within 60 days following the final post-season game in which Team participates. If Employee does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination of employment, Employee shall not be entitled to Post-Season Incentive Compensation. Incentive Compensation may be payable, in whole or in part, from affiliated foundation funds.
8. **Retirement and Fringe Benefits.** Employee shall be entitled to the following benefits:
- A. Employee is entitled to participate in the retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. Employee understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from Employee's compensation except as to the Base Salary and any earned Post-Season Incentive Compensation, and Employee shall

not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. Employee further acknowledges that sums paid under Sections 5 (Sports Camps) and 9 (Additional Revenue), and any supplemental compensation received, shall not be considered “base pay,” “earned compensation,” or “earnable compensation” as such terms are defined under Louisiana law and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.

- B. As part of any third-party apparel and/or equipment related contract with LSU, Employee acknowledges and agrees that team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by Employee in furtherance of Employee’s employment duties and team-related activities as applicable to Employee’s employment with LSU.
- C. Employee shall receive an automobile entitlement of an annual automobile allowance in the amount of \$800 per month.
- D. If indicated in Section 1 of the Agreement, Employee shall receive a Relocation Incentive. As per University policy, the Relocation Incentive is subject to full or partial repayment to LSU if you do not continue employment with the University for at least two full years. In accordance with Internal Revenue Service regulations, all relocation benefits are taxable compensation subject to withholding and other appropriate deductions.

9. Additional Revenue.

- A. Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2.2 and 11.3.2, and LSU Permanent Memorandum 11 (“PM-11”), Employee may earn or receive other revenue (“Additional Revenue”) while employed by LSU, including working with sports camps or clinics, provided, however, that Employee shall obtain prior written approval from the President before engaging in any commercial or private venture (other than a passive investment), including the use of Employee’s name by any commercial, public or private entity, which approval shall not be unreasonably withheld. Employee shall report annually to the President and the Athletics Director, in writing, in compliance with NCAA Bylaws 11.2.2, 11.3.2.1, and 11.3.2.1.1, and any applicable LSU policy, all athletically-related income or benefits received by Employee from sources outside LSU, and LSU shall have reasonable access to all records of Employee to verify this report. LSU does not guarantee any amount of Additional Revenue.
- B. Employee shall not, without written approval of the President and the Athletics Director and compliance with PM-11, arrange for or agree to the receipt of any supplemental pay, bonus, or other form of payment from any outside source.

- C. Except for routine news media interviews or educational or development programs for which no compensation is received, Employee shall not appear on, or in, any radio, television, or internet programs or other electronic media other than those produced or sponsored by LSU without the prior written approval of the Athletics Director or the Athletics Director's designee, which will not be unreasonably withheld.
- D. Employee shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletics Director, which will not be unreasonably withheld.

10. Termination and Suspension.

A. **Termination by LSU for Cause.** This Agreement may be terminated for "cause" by LSU, acting through the Athletics Director, at any time prior to its expiration, upon written notice to Employee.

1. For purposes of this Section, "cause" for termination shall be defined as:

- a. Committing a material and substantial violation (including repeated lesser violations) of Governing Athletics Regulations; failing promptly to report any such violation by another person to the Director of Compliance; or committing a material and substantial violation of any LSU policies, rules, or procedures that are within the scope and/or meet the definition of Governing Athletics Regulations;
- b. A material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after Employee knew or had constructive knowledge that it was about to occur or was occurring, or (ii) Employee failed to follow reasonable policies and procedures established in writing by the Athletics Department or the Head Coach for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
- c. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings Employee into substantial public disrepute sufficient to materially impair Employee's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to Employee as a visible representative of LSU, including but not limited to, acts of dishonesty, misrepresentation, fraud or violence

that may or may not rise to the level of warranting criminal prosecution by the relevant authorities;

- d. Unreasonable refusal or repeated failure to perform any duties imposed upon Employee herein (including, but not limited to, those duties specified in this Agreement), or failing to perform the same to the best of Employee's reasonable ability, and not curing performance of such duties within fifteen (15) days of receiving notice;
- e. Failing to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person under Employee's supervision to fail to reasonably cooperate in such investigation and enforcement;
- f. Subject to any right of administrative appeal permitted or granted to Employee by the NCAA or SEC, any finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by Employee of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of Employee which were knowingly and intentionally permitted, encouraged, or condoned by Employee, or about which violations Employee knew or should have known and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of violations during employment of Employee at any other institution of higher education);
- g. Failing to report promptly to the Director of Compliance any violations of Governing Athletics Regulations involving the Team of which Employee has actual knowledge;
- h. Failure by Employee to engage in, and use best efforts to ensure that personnel under Employee's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including but not limited to failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete;
- i. Failure to comply with LSU policies, rules and regulations concerning Title IX, including specifically but not exclusively the reporting of any incident of sexual misconduct in accordance with LSU's Title IX policy and PM-73; or

- j. Prolonged absence from LSU without consent, which will not be unreasonably withheld;
- k. Failure to respond fully and truthfully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person under Employee's supervision to fail to so respond;
- l. Committing fraud in the performance of any duties and responsibilities herein, either with intent or reckless disregard for the truth, including but not limited to fraud or dishonesty in any written or verbal statements, including résumés, provided by Employee to LSU in the application process or fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including but not limited to transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;
- m. Being charged with or convicted of either: (i) any felony, or (ii) any crime involving larceny, embezzlement, fraud, gambling, drugs, or alcohol;
- n. Participation in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or knowingly permitting any student athlete or other individual under Employee's control, authority, or supervision to participate in such activity;
- o. Providing information or data, other than information or data provided to the general public through public presentation, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom Employee knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or knowingly permitting any student athlete or other individual under Employee's control, authority, or supervision to furnish such information or data;
- p. Use or consumption of alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair Employee's ability to perform the duties herein;

- q. Sale, purchase, use or possession of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by Employee is prohibited by law or Governing Athletics Regulations. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a health care provider, and used in accordance therewith.
 - r. Knowingly encouraging or allowing the sale, purchase, use, or possession by any student athlete or other individual under Employee's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Regulations;
 - s. Knowingly committing material violation(s) of the terms of this Agreement.
2. The process for termination for cause is as follows:
- a. Prior to termination for cause, LSU shall provide Employee written notice of termination. The notice of termination shall be provided at least seven calendar days before the effective date of termination and shall be signed by the Athletics Director or the Athletics Director's designee. The notice of termination shall reference the facts upon which termination is authorized.
 - b. Prior to the effective date of termination in the notice, Employee shall have the right to present a written statement and any supporting materials to the Athletics Director detailing why the Employee believes LSU should rescind its notice of termination. The Athletics Director or the Athletics Director's designee may extend the effective date of termination in writing to allow additional time to consider Employee's response.
 - c. After review of any such response, the Athletics Director or the Athletics Director's designee shall provide Employee written notice of a decision.
 - d. Within seven calendar days of receipt of the decision of the Athletics Director, Employee may make a written request for review to the President and submit materials for consideration. If no such request is made, the decision of the Athletics Director is final.
 - e. If a request for review is made, the President or the President's designee shall conduct the review based on materials provided by the Employee and materials considered by the Athletics Director.

The request for review by the President shall not suspend the effective date of the termination.

- f. Within 14 calendar days of the submission, Employee will be provided written notice of the decision of the President, which will be final.
3. In the event of termination for cause, Employee's Base Salary, Fringe Benefits and all other compensation and benefits provided for in this Agreement shall terminate on the last day of the month during which such termination date occurred, and LSU shall not thereafter be liable to Employee or Company for any sums or damages other than compensation earned through the last day of such month, as well as Incentive Compensation that has been earned but not paid. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.
4. Should the Employee be reinstated following review, Employee shall be paid any lost compensation and benefits, retroactive to the date such compensation and benefits ceased.
5. As required by NCAA Bylaw 11.2.1, Employee is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, Employee is also subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures if Employee is found by the NCAA or LSU to be in violation of NCAA Bylaws. Employee agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA. Employee further understands that Employee has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, pursuant to this Agreement and NCAA Bylaw 11.2.1, and that such obligation continues in effect during and beyond the termination of this Agreement for any violations alleged to have occurred during Employee's employment by LSU.

B. Termination by LSU without Cause.

1. LSU, acting through the Athletics Director, shall have the right to terminate this Agreement without cause upon written notice to Employee.
2. In the event of termination by LSU without cause, Employee's Base Salary, Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to Employee for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination

date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

3. If LSU terminates employment during the Term without cause, LSU will pay Employee liquidated damages in the amount of 80 percent of remaining Base Salary which would have been payable to Employee through the remaining Term of the Agreement with partial years and months pro-rated.
4. Liquidated damages under this Section will be paid in equal monthly installments over a period equal to the amount of time then remaining in the Term.
5. In the event of termination by LSU without cause, Employee shall have the duty to mitigate and use best efforts to obtain athletics-related employment, commensurate with experience, in another position with compensation at market value. Employee shall exercise due diligence and good faith in seeking qualifying employment so long as the liquidated damage obligation exists. In the event Employee obtains such other employment, Employee must notify LSU and provide documentation reasonably requested by LSU to determine the amount of compensation received by Employee and the amount of offset due to LSU. Mitigation shall be calculated as follows:
 - a. If new employment is via contract, LSU shall reduce future payments by the greater of (i) the average annual compensation of Employee's new employment agreement (regardless of term) or (ii) the specific annual compensation due for given year corresponding to this Agreement.
 - b. If new employment is not via contract (i.e., at-will), LSU will reduce future payments by the specific annual compensation due for given year corresponding to this Agreement.

Employee shall not attempt to allow third parties to take advantage of this Section as a means of avoiding paying the market value of Employee's services. In the event Employee breaches these obligations, LSU will have the right to (i) be completely relieved of any obligation to make any remaining payments owed to Employee (following notice to Employee and a reasonable opportunity for Employee's new employer to cure any deficiency) or (ii) adjust payments to reflect the market value for Employee's employment or services.

6. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause Employee to lose compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are

impossible to determine with certainty. As such, the damages that may be suffered by Employee in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that the liquidated damages herein are not in any way a penalty.

7. Should Jay Johnson cease to hold position as Head Coach for any reason, and within 60 days thereof, LSU shall have the right to terminate this Agreement without further obligation to Employee, including the obligation of liquidated damages. Notice of termination under this Section shall be in writing and shall establish a date of termination of whichever occurs first: (i) 180 days from the last date on which Jay Johnson holds the position of Head Coach, (ii) such earlier date as is mutually agreed by Employee and LSU, or (iii) the End Date. In the event the right to terminate pursuant to this Section is exercised, all obligations between the parties shall cease effective on the date of termination.

C. Termination by Employee Without Cause.

1. Employee shall have the right to terminate this Agreement without cause upon written notice to LSU. In the event Employee terminates this Agreement without cause, Employee will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief.
2. In the event of termination by Employee without cause, Employee's Base Salary, Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU and Employee, shall be the earlier of: (a) the date on which Employee provides notice of termination to LSU; (b) the date on which Employee accepts employment from another employer; or (c) the date on which Employee performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to Employee for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date. The Parties acknowledge that this provision is intended to obligate Employee to repay unearned compensation and fees previously received under the premise that Employee would fulfill the Term of this Agreement.
3. If Employee terminates employment at any time before the End Date, Employee will pay to LSU as liquidated damages an amount as follows:
 - a. 50 percent of all remaining Base Salary which would have been payable to Employee for the remaining term if Employee accepts employment in a non-head coaching position with another SEC baseball program; or

- b. 25 percent of all remaining Base Salary which would have been payable to Employee for the remaining term if Employee accepts baseball employment in a non-head coaching position other than as described above or terminates employment for any other reason;
 - c. Except, however, no liquidated damages will be owed if Employee accepts any collegiate head coaching position or any position with the MLB or any other professional baseball league; terminates the Agreement after the conclusion of the final season of the Term (including all post-season contests, if applicable); or if Employee terminates within 60 days of Jay Johnson's last day of employment with LSU as Head Coach.
4. Employee shall have the option to pay such liquidated damages either in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Term.
5. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by Employee prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
6. Unless notice of termination under this Section has been given by either party, neither Employee nor Employee's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for Employee with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the Athletics Director.

D. Suspension or Other Disciplinary Action.

1. LSU may impose suspension or leave without pay for a period no longer than 90 days for any act or omission which would be grounds for discipline or termination for cause as defined herein. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously. Prior to suspension without pay under this provision, Employee shall be provided written notice of the grounds for the suspension and shall have seven calendar days from receipt of such notice to respond in writing to the Athletics Director. After review of any such response, the Athletics Director or the Athletics Director's designee will provide Employee with written notice of a decision and/or suspension. Suspension

under this subsection shall not limit any rights of LSU to terminate Employee for cause.

2. Employee shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
3. Notwithstanding any other provision of this Agreement to the contrary, if Employee is suspended by the SEC or NCAA, Employee shall automatically be suspended by LSU for the duration of the SEC or NCAA imposed suspension without further notice or process. During such suspension, Employee shall not be entitled to receive any compensation, benefits or any other payments under this Agreement except for fringe benefits provided under Section 9 of this Agreement.
4. If the matter giving rise to suspension or leave without pay is resolved in favor of the Employee, and does not otherwise represent an independent basis for termination for cause, LSU shall pay or make available to Employee the salary, benefits, and other compensation that would have been paid to Employee during the period of the suspension or leave.

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

F. Exclusivity of Remedy. The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither Employee nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or Employee of information or documents required by law. Employee

acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, Employee shall have no right to occupy the Position and that Employee's sole remedies are provided herein and shall not extend to injunctive relief.

11. **Discontinuation of the Program by the University.** Notwithstanding any provision to the contrary, in the event the University determines for any reason within its sole discretion to discontinue the Program as a Division I sport, LSU shall have the right to terminate this Agreement without further obligation to Employee. Notice of termination under this Section shall be in writing and shall establish a date of termination no less than 90 days from the date of the notice or upon the End Date, whichever occurs first. In the event the right to terminate pursuant to this Section is exercised, all obligations between the parties shall cease effective on the date of termination.
12. **Retention and Return of all Materials, Records and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to Employee by LSU or developed by Employee on behalf of or at the expense of LSU or otherwise in connection with the employment of Employee are and shall remain the sole and confidential property of LSU. Within 10 days of the expiration or termination of this Agreement, Employee shall cause any such materials in Employee's possession or control to be delivered to LSU. At the same time, Employee shall return to LSU all credit cards, keys, computers, automobiles, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of Employee. For any items not returned to LSU within the time provided, Employee expressly authorizes LSU to withhold the replacement cost from any compensation due Employee. The Athletics Department will maintain a schedule of replacement costs for items issued to employees.
13. **Leave and Overtime.**
 - A. **No Annual Leave.** Because of the specific nature of Employee's job duties and the irregular times during which Employee will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), Employee acknowledges and agrees that Employee will not earn or accrue annual leave.
 1. Employee's Base Salary has been mutually negotiated with this understanding, and both Employee and LSU agree that the Base Salary would be less if Employee were entitled to earn annual leave.
 2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires Employee to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the

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

3. This Section 13(A) shall not apply if Employee has accrued annual leave through employment with LSU prior to the Effective Date.
 - B. **No Overtime.** Employee qualifies and is designated as exempt under the Fair Labor Standards Act and is not entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
 - C. **Sick Leave.** Employee shall accrue and use sick leave in accordance with LSU policy.
 - D. **Notice of Absence.** Employee is required to receive authorization from the Athletics Director or the Athletics Director's designee prior to being absent from Employee's usual duties and responsibilities, not to be unreasonably withheld.
14. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
15. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the matters contemplated hereby and shall, upon the Effective Date, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.
16. **Indirect Actions Prohibited.** Any act which Employee is prohibited from doing directly in this Agreement shall not be done indirectly by Employee or another person on Employee's behalf or at Employee's behest.

17. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by Employee, such approval and acceptance to be acknowledged in writing.
18. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
19. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
20. **No Waiver of Sovereign Immunity.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
21. **“Force Majeure” Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. “Force Majeure” shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil unrest, strike, lockout, epidemic or pandemic, government-ordered restriction or cessation of activity, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
22. **Compliance with La. R.S. 42:31.** To the extent annual compensation under this Agreement exceeds \$100,000, Employee hereby agrees and promises that, within 30 days of the Start Date or the date that compensation reaches that threshold, Employee shall provide proof to LSU that Employee has been issued a Louisiana driver’s license and that all vehicles registered in Employee’s name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.
23. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.

THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year identified with the signature.

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

By: _____
William F. Tate IV, President Date

Josh Jordan 11/16/2022
Josh Jordan (Nov 16, 2022 16:29 CST)
Joshua Jordan Date

RECOMMENDED:



Scott Woodward, Director of Athletics

Kimberly J. Lewis, Executive Vice President and
Chief Administrative Officer



Board of Supervisors

**Request from LSU A&M to Approve Employment Agreement
for Deputy Athletics Director for Revenue Generation**

Date: December 9, 2022

1. Bylaw Citation

Pursuant to Article VII, Section 1(L)(3):

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

* * * *

Appointments and all other personnel actions relating to varsity athletics coaches and Athletic Directors receiving a salary of \$250,000 or above.

2. Summary of Matter

This resolution seeks approval of the Employment Agreement for Clay Harris. The key terms of the Employment Agreement are summarized below:

Name	Title	Proposed Start Date	Proposed End Date	Proposed Total Certain Compensation ^a
Clay Harris	Deputy Athletics Director for Revenue Generation	11/21/2022	12/31/2024	\$250,000

Notes:

- (a) Total Certain Compensation includes all compensation which the employee is contractually guaranteed to receive annually. It does not include the value of any fringe benefits, nor any conditional or one-time amounts, such as buy-outs, incentive compensation or relocation allowances.

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

The Athletics Department currently expects all funds relating to this Employment Agreement will be paid from revenues generated by the Athletics Department. No state general fund or tuition dollars are used.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

The Office of General Counsel has reviewed the Employment Agreement.

7. Parties of Interest

LSU and the above-named personnel.

8. Related Transactions

None.

9. Conflicts of Interest

None known

10. Attachment

Employment Agreement: Clay Harris, Deputy Athletics Director for Revenue Generation

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes President William F. Tate IV, Ph.D., or his designee, to execute the Employment Agreement as described in this item, in consultation with General Counsel.

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of this 11th day of November, 2022, by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by William F. Tate IV, its duly authorized President, and Clay Harris (“Employee”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
 - A. “Athletics Director”: The Director of Athletics at LSU.
 - B. “Base Salary”: The annual sum of \$250,000.
 - C. “Fiscal Year”: The period from July 1 to June 30.
 - D. “Position”: Deputy Director of Athletics for Revenue Generation.
 - E. “Relocation Incentive”: The one-time payment of \$10,000.
 - F. “Start Date”: December 5, 2022.
2. **Term.** This Agreement shall be for a term of two years from the Start Date.
3. **Employment.** LSU does hereby employ Employee in the Position. Employee will report directly to the Athletics Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. Employee acknowledges and agrees that Employee is not eligible for and will not be considered for or granted tenure by LSU.
4. **Duties and Responsibilities.** Employee’s duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the Athletics Director:
 - A. Develop, solicit and service corporate sponsorship opportunities, including but not limited to media, programs, signage and promotions, with the ability to negotiate and establish strong personal contact with potential clients. Understand advertising/promotional needs and trends and a technical knowledge of the media. Establish sales goals and evaluate performance to meet those goals. Duties include preparing sales packages, presenting information to prospective local, regional and national sponsors; and compiling weekly reports of sales, new leads and results.
 - B. Supervise event promotions for football, baseball, men’s and women’s basketball, and other varsity sports as assigned and special events. Develop new revenue via promotional activities and new media.
 - C. Responsible for the management of all LSU Sports Properties (“LSUSP”) contracts in collaboration with the athletics department. (e.g. apparel, beverage, etc.).

- D. Manage the fulfillment of obligations to sponsors and advertisers, including media placement, merchandizing and other sponsor services in collaboration with the appropriate athletics department staff.
 - E. Assist with the solicitation, facilitation and execution of Name Image and Likeness (“NIL”) opportunities for all student-athletes. Serve as a liaison for external groups to build relationships with student-athletes, coaches and staff to maximize NIL efforts on behalf of LSU.
 - F. Research and benchmark collegiate NIL industry and stay current with relevant market trends and conditions. Stay updated on the latest NIL trends and best practices, including legislative advancements, NCAA compliance regulations, and vendor landscape evolutions.
 - G. Maintain knowledge of and comply with all rules, regulations, policies and guidelines of Louisiana State University, the Southeastern Conference and the NCAA.
 - H. Maintain highest level of confidentiality, both internally and with external entities.
 - I. Perform additional job-related duties as assigned by the Director of Athletics, the Executive Deputy AD/COO and/or the Executive Deputy AD/Executive Director of External Relations.
5. **Base Salary.** LSU agrees to pay Employee the Base Salary annually, in 12 equal monthly installments, on LSU’s regular monthly payroll date.
6. **Incentive Compensation.** Employee shall be eligible for Incentive Compensation as follows. Incentive Compensation is based on revenues received by the end of each Fiscal Year, is noncumulative, and shall be paid within 60 days of the end of each Fiscal Year during the Term. Revenue goals for Employee shall be established in writing no later than 90 days prior to the beginning of the applicable Fiscal Year. (The revenue goal for the current Fiscal Year has been established in writing.) By agreement of the parties, the deadline for accrual or receipt of revenue may be extended to account for revenues from the prior Fiscal Year.
- | | | |
|----|---|---------------|
| A. | Revenue target equal to or exceeding 100% of Fiscal Year goal | \$62,500 |
| B. | Revenue target exceeding 105% of Fiscal Year goal | \$25,000 |
| C. | Revenue target exceeding 110% of Fiscal Year goal | \$50,000 |
| D. | Revenue target less than 100% of Fiscal Year goal* | % of \$62,500 |
- *Incentive will total the percentage of maximum goal equal to the percentage of revenue achieved. Ex. 80% of goal = 80% of \$62,500

7. Retirement and Fringe Benefits.

- A. Employee is entitled to participate in the retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. Retirement contributions are subject to the limitations of federal law and Louisiana law.
- B. If indicated in Section 1 of the Agreement, Employee shall receive a Relocation Incentive. As per University policy, the Relocation Incentive is subject to full or partial repayment to LSU if you do not continue employment with the University for at least two full years. In accordance with Internal Revenue Service regulations, all relocation benefits are taxable compensation subject to withholding and other appropriate deductions.

8. Termination and Suspension.

- A. **Termination by LSU for Cause.** This Agreement may be terminated for “cause” by LSU, acting through the Athletics Director, at any time prior to its expiration, upon written notice to Employee.

- 1. For purposes of this Section, “cause” for termination shall be defined as:
 - a. If Employee, as determined by LSU, commits a material and substantial violation (or repeated lesser violations) of Governing Athletics Regulations, fails promptly to report any such violation by another person to the Director of Compliance, or commits a material and substantial violation of any LSU policies, rules, or procedures that are within the scope and/or meet the definition of Governing Athletics Regulations;
 - b. Any material and substantial violation of Governing Athletics Regulations, as determined by LSU, involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after Employee knew or had constructive knowledge that it was about to occur or was occurring, or (ii) Employee failed to follow reasonable policies and procedures established in writing by the Athletics Department to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
 - c. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings Employee into substantial public disrepute sufficient to materially impair Employee’s ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to Employee as a visible representative of LSU, including but not

limited to, acts of dishonesty, misrepresentation, fraud or violence that may or may not rise to the level of warranting criminal prosecution by the relevant authorities;

- d. Unreasonable refusal or repeated failure to perform any duties imposed upon Employee herein (including, but not limited to, those duties specified in this Agreement), or failing to perform the same to the best of Employee's reasonable ability;
- e. Failing to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person under Employee's supervision to fail to reasonably cooperate in such investigation and enforcement;
- f. Subject to any right of administrative appeal permitted or granted to Employee by the NCAA or SEC, any finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by Employee of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of Employee which were knowingly and intentionally permitted, encouraged, or condoned by Employee, or about which violations Employee knew or should have known and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of violations during employment of Employee at any other institution of higher education);
- g. Failure to comply with LSU policies, rules and regulations concerning Title IX, including specifically but not exclusively the reporting of any incident of sexual misconduct in accordance with LSU's Title IX policy and PM-73; or
- h. Committing fraud in the performance of any duties and responsibilities herein, either with intent or reckless disregard for the truth, including but not limited to fraud or dishonesty in any written or verbal statements, including résumés, provided by Employee to LSU in the application process or fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including but not limited to transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;
- i. Being convicted of either: (i) any felony, or (ii) any crime involving larceny, embezzlement, fraud, gambling, drugs, or alcohol;

- j. Participation in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or knowingly permitting any student athlete or other individual under Employee's control, authority, or supervision to participate in such activity;
 - k. Providing information or data, other than information or data provided to the general public through public presentation, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom Employee knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or knowingly permitting any student athlete or other individual under Employee's control, authority, or supervision to furnish such information or data;
 - l. Use or consumption of alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair Employee's ability to perform the duties herein;
 - m. Sale, purchase, use or possession of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by Employee is prohibited by law or Governing Athletics Regulations. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a health care provider, and used in accordance therewith.
 - n. Knowingly encouraging or allowing the sale, purchase, use, or possession by any student athlete or other individual under Employee's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Regulations;
 - o. Knowingly committing material violation(s) of the terms of this Agreement.
2. The process for termination for cause is as follows:
- a. Prior to termination for cause, LSU shall provide Employee written notice of termination. The notice of termination shall be provided at least seven calendar days before the effective date of termination and shall be signed by the Athletics Director or the Athletics Director's designee. The notice of termination shall reference the facts upon which termination is authorized.

- b. Prior to the effective date of termination in the notice, Employee shall have the right to present a written statement and any supporting materials to the Athletics Director detailing why the Employee believes LSU should rescind its notice of termination. The Athletics Director or the Athletics Director's designee may extend the effective date of termination in writing to allow additional time to consider Employee's response.
 - c. After review of any such response, the Athletics Director or the Athletics Director's designee shall provide Employee written notice of a decision. If confirmed, termination of employment shall be effective on the date of termination previously identified.
 3. In the event of termination for cause, Employee's Base Salary, Fringe Benefits and all other compensation and benefits provided for in this Agreement shall terminate on the effective date of termination, and LSU shall not thereafter be liable to Employee or Company for any sums or damages other than compensation earned through the last day of such month. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.
 4. As required by NCAA Bylaw 11.2.1, Employee is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, Employee is also subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures if Employee is found by the NCAA or LSU to be in violation of NCAA Bylaws. Employee agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA. Employee further understands that Employee has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, pursuant to this Agreement and NCAA Bylaw 11.2.1, and that such obligation continues in effect during and beyond the termination of this Agreement for any violations alleged to have occurred during Employee's employment by LSU.

B. Termination by LSU without Cause.

1. LSU, acting through the Athletics Director, shall have the right to terminate this Agreement without cause upon written notice to Employee.
2. In the event of termination by LSU without cause, Employee's Base Salary, Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to Employee for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination

date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

3. If LSU terminates employment during the Term without cause, LSU will pay Employee liquidated damages in the amount of Base Salary for 90 days.
4. Liquidated damages under this Section will be paid in equal monthly installments over a period equal to the amount of time then remaining in the Term.
5. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause Employee to lose compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages that may be suffered by Employee in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that the liquidated damages herein are not in any way a penalty.

C. Termination by Employee Without Cause.

1. Employee shall have the right to terminate this Agreement without cause upon written notice to LSU.
2. In the event of termination by Employee without cause, Employee's Base Salary, Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU and Employee, shall be the earlier of: (a) the date on which Employee provides notice of termination to LSU; (b) the date on which Employee accepts employment from another employer; or (c) the date on which Employee performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to Employee for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date. The Parties acknowledge that this provision is intended to obligate Employee to repay unearned compensation and fees previously received under the premise that Employee would fulfill the Term of this Agreement.

D. Exclusivity of Remedy. With the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, neither Employee nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by


reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or Employee of information or documents required by law. Employee acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, Employee shall have no right to occupy the Position and that Employee's sole remedies are provided herein and shall not extend to injunctive relief.

9. **Retention and Return of all Materials, Records and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to Employee by LSU or developed by Employee on behalf of or at the expense of LSU or otherwise in connection with the employment of Employee are and shall remain the sole and confidential property of LSU. Within 10 days of the expiration or termination of this Agreement, Employee shall cause any such materials in Employee's possession or control to be delivered to LSU. At the same time, Employee shall return to LSU all credit cards, keys, computers, automobiles, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of Employee.
10. **Leave and Overtime.**
 - A. **Annual and Sick Leave.** Employee shall accrue and use annual and sick leave in accordance with LSU policy.
 - B. **No Overtime.** Employee qualifies and is designated as exempt under the Fair Labor Standards Act and is not entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
11. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
12. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the matters contemplated hereby and shall, upon the Effective Date, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.

13. **Indirect Actions Prohibited.** Any act which Employee is prohibited from doing directly in this Agreement shall not be done indirectly by Employee or another person on Employee's behalf or at Employee's behest.
14. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by Employee, such approval and acceptance to be acknowledged in writing.
15. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
16. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
17. **No Waiver of Sovereign Immunity.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
18. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil unrest, strike, lockout, epidemic or pandemic, government-ordered restriction or cessation of activity, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
19. **Compliance with La. R.S. 42:31.** To the extent annual compensation under this Agreement exceeds \$100,000, Employee hereby agrees and promises that, within 30 days of the Start Date or the date that compensation reaches that threshold, Employee shall provide proof to LSU that Employee has been issued a Louisiana driver's license and that all vehicles registered in Employee's name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.
20. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.

THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year identified with the signature.

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

By: _____
William F. Tate IV, President Date
 11/11/2022
Clay Harris Date

RECOMMENDED:


Scott Woodward, Director of Athletics

Kimberly J. Lewis, Executive Vice President and
Chief Administrative Officer



Board of Supervisors

TITLE IX AND ACCESS COMPLIANCE COMMITTEE

Form B3 – System Data Report

2022-2023 Academic Year, Fall Semester[1]

Institution	Date Formal Complaint Filed [2]	Type of Complaint [3]	Status of Formal Complaint [4]	Basis for Complaint [5]	Disposition [6]	Disciplinary Status [7]	Gender of Complainant [8]	Gender of Respondent [9]
LSU Health Sciences Center Shreveport	9/4/2022	Title IX	Dismissed - did not meet "severe, pervasive, objectively offensive, standard. Referred to HR for action	Sexual Harassment	Closed	None	Female	Male
LSU Health Sciences Center Shreveport	9/4/2022	Title IX	Dismissed - did not meet "severe, pervasive, objectively offensive, standard. Referred to HR for action	Sexual Harassment	Closed	None	Male	Male
LSU Agricultural Center	8/11/2022	Title IX	Open	Quid Pro Quo Sexual Harassment	Investigation	TBD	Female	Male
LSUE	8/24/2022	PBV	Dismissed under Title IX and referred to HR.	Sexual Harassment	Closed	None	Male	Female
LSU A & M	2022-05-06	Title IX	Closed - Informal Resolution (125 days)	Sexual Assault-Forcible Rape	Informal Resolution Agreement	n/a	Female	Female
LSU A & M	2022-06-09	Title IX	Closed - Formal Resolution Process	Hostile Environment Sexual Harassment	Not Responsible	n/a	Male	Male
LSU A & M	2022-07-15	Title IX	Closed - Formal Complaint Withdrawn	Sexual Assault - Forcible Fondling Stalking	Formal Complaint Dismissed	n/a	Female	Male
LSU A & M	2022-08-08	Title IX	Open - Pending Formal Hearing	Dating Violence Sexual Assault-Forcible Rape Stalking	Formal Hearing Scheduled	TBD	Female	Male
LSU A & M	2022-09-16	PBV	Closed - Formal Complaint Withdrawn	Dating Violence	Formal Complaint Dismissed	n/a	Female	Female

- [1] June 29, 2021 is the effective date for purposes of complying with the Title IX Coordinator's reporting requirements under Act 472 for 2021-2022 Academic Year, Fall Semester only. Beginning with AY 2022-2023, Fall Semester reporting will have an effective date of August 1st.
- [2] Information about Formal Complaints is specifically required to be included in the Chancellor's report. For convenience, BOR Recommends the Title IX Coordinators' reporting in the third column serve as the basis of information to be included in the Chancellor's report, so effectively Title IX Coordinators can copy and paste their reports regarding Formal Complaints into the Chancellor's report.
- [3] Type of Complaint, Title IX or Power-Based Violence (PBV).
- [4] Status of investigation as it pertains to Formal Complaints filed for an accusation of power-based violence or retaliation. If closed, length of time taken to resolve complaint.
- [5] Type of power-based violence or retaliation alleged.
- [6] Disposition of any disciplinary processes arising from the Formal Complaints.
- [7] Institution should indicate where they are in the disciplinary status and also note if there was a sanction imposed and what sanction was imposed.
- [8] Although not required by law, for data collection purposes BOR requests information pertaining to the gender of both the Complainant and Respondent.
- [9] Although not required by law, for data collection purposes BOR requests information pertaining to the gender of both the Complainant and Respondent.

Form B3 - System Data Report 2022-2023 Academic Year, Fall Semester¹

Louisiana State University

Confidential Advisors and Responsible Employees²	Total
a. Number of Responsible Employees	16,123
b. Number of Confidential Advisors	50
Annual Training (please include number and percentage)³	
a. Completion rate of Responsible Employees	14,403(89%)
b. Completion rate of Confidential Advisors	48 (96%)
Responsible Employee Reporting ⁴	
a. Number of employees who made false reports Number of employees terminated	0 N/A
b. Number of employees who made false reports Number of employees terminated	0 N/A
Power-Based Violence Formal Complaints ⁵	
a. Formal Complaints received	9
b. Formal Complaints resulting in occurrence of power-based violence	0 (2 pending)
c. Formal Complaints resulting in discipline or corrective action Type of discipline or corrective action taken	
i. Suspension	
iii. Expulsion	
Retaliation	
a. Reports of retaliation received	0
b. Investigations	0
c. Findings	N/A
i. Retaliation occurred	
ii. Retaliation did not occur	

¹ Beginning with AY 2022-2023, Fall Semester reporting will have an effective date of April 1st of the current calendar year.

² In accordance with Act 472, the System's report shall include the number of Responsible Employees (i.e., employees) and Confidential Advisors for the system.

³ In accordance with Act 472, the System's report shall include the number and percentage of Responsible Employees and Confidential Advisors who have completed annual training.

⁵ In accordance with Act 472, the System's report shall include (1) the number of Formal Complaints of power-based violence received by a system, (2) the number of Formal Complaints which resulted in a finding that power-based violence violations occurred, (3) the number of Formal Complaints in which the finding of power-based violations resulted in discipline or corrective action, (4) the type of discipline or corrective action taken, and (5) the amount of time it took to resolve each Formal Complaint (*see 2nd form*).

⁶ In accordance with Act 472, the System's report shall include information about retaliation which includes the number of reports of retaliation, and any findings of any investigations or reports of retaliation.



Board of Supervisors

MEETING MINUTES

BOARD OF SUPERVISORS MEETING | DECEMBER 9, 2022

MINUTES
LSU BOARD OF SUPERVISORS MEETING
*Board Room, University Administration Building
3810 West Lakeshore Drive, Baton Rouge, LA 70808
Friday, October 21, 2022 | Time: 2:00 p.m. CT*

I. Call to Order and Roll Call

Ms. Valencia Sarpy Jones, Chair, called to order the Regular Meetings of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College on October 21, 2022.

Present

Ms. Valencia Sarpy Jones, Chair
Mr. Jimmie Woods, Chair-elect
Mr. Rémy Voisin Starns, Past Chair
Mr. Glenn Armentor
Ms. Laurie Lipsey Aronson
Mr. Robert Dampf
Mr. Lee Mallet
Mr. Randy Morris
Mr. Patrick C. Morrow
Ms. Lizzie Shaw
Mr. Collis Temple, Jr.
Ms. Mary Leach Werner
Mr. James Williams
Mr. Richard Zuschlag

Absent

Mr. Jay Blossman
Mr. Wayne Brown

Also participating in the meeting were the following: Dr. William F. Tate IV, President of LSU; Mr. Winston DeCuir, General Counsel for LSU; University officers and administrators of the campuses; faculty and staff representatives; interested citizens and representatives of the news media.

II. Invocation and Pledge of Allegiance

Invocation was offered by Zach Cryer (?), junior 4-H student at Benton High School in Bossier Parish. The Pledge of Allegiance was delivered by Morgan Meaux, senior 4-H student at Kaplan High School in Vermilion Parish.

III. Public Comment

There were no individuals registered for public comment.

IV. Committee Meetings

Ms. Jones adjourned the regular meeting to convene the committee meetings.

4.A. Research and Agricultural Extension Committee

Present for the Research and Agricultural Extension Committee were Ms. Werner, Mr. Armentor, Mr. Starns, Mr. Temple.

4.A.1. 4-H Experiences

Interim Vice President for Agriculture and Dean of College of Agriculture, Matthew Lee, presented Morgan Meaux and Zach Cryer, members of the 4-H executive board. No action needed on the item.

4.B. Academic Committee

Present for the Academic Committee were Mr. Armentor, Mr. Mallet, Mr. Morrow, Mr. Starns, Mr. Temple, Mr. Williams.

4.B.1. Request from LSU A&M to Award a Posthumous Degree to Ms. Allison Nicole Rice.

Upon motion by Mr. Starns, seconded by Mr. Morrow, the item was approved without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to award a Posthumous Degree to Ms. Allison Nicole Rice.

4.B.2 Request from LSU A&M to Establish the Institute for Energy Innovation.

Upon motion by Mr. Mallet, seconded by Mr. Temple, the item was approved without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve request from LSU A&M to establish the Institute for Energy Innovation.

4.B.3 Request from LSU A&M for Conditional Approval of the Center for Economics, Business & Policy Research

Upon motion by Mr. Mallet, seconded by Mr. Temple, the item was approved without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve request from LSU A&M for conditional approval of the Center for Economics, Business & Policy Research.

4.B.4 Request from LSU A&M for Continued Authorization and Initial Designation as a Center of Research Excellence for the Social Research and Evaluation Center

Upon motion by Mr. Morrow, seconded by Mr. Mallet, the item was approved without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve request from LSU A&M for continued authorization and initial designation as a Center of Research Excellence for the Social Research and Evaluation Center

4.B.5. Consent Agenda

There were six items on the consent agenda.

Upon motion by Mr. Mallet, seconded by Mr. Morrow, the following items were approved without objection.

Request from LSU Alexandria to Name the Betty Fay Wellan Lipsey & Joseph Lipsey, Jr. Gallery

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve request from LSU Alexandria to Name the Betty Fay Wellan Lipsey & Joseph Lipsey, Jr. Gallery.

Request from LSU A&M to Terminate the Graduate Certificate in Workforce Development

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve request from LSU A&M to terminate the Graduate Certificate in Workforce Development.

Request from LSU Health Sciences Center - New Orleans to Establish the Class of 1973 Superior Graduate Scholarship

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve request from LSU Health Sciences Center - New Orleans to Establish the Class of 1973 Superior Graduate Scholarship.

Request from LSU Health Sciences Center - New Orleans to Establish the Jesse and Kim E. Roberts, MD Scholarship

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve request from LSU

Health Sciences Center – New Orleans to establish the Jesse and Kim E. Roberts, MD Scholarship.

Request from LSU Health Sciences Center – New Orleans to Establish the Kelsey Bradley Favrot Family Chair in Pediatric Neuro-oncology

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve request from LSU Health Sciences Center – New Orleans to establish the Kelsey Bradley Favrot Family Chair in Pediatric Neuro-oncology.

Request from LSU Health Sciences Center – Shreveport to Name the Dean Andrew L. Chesson, Jr., MD Neurology Residents’ and Fellows’ Education Room

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve request from LSU Health Sciences Center – Shreveport to name the Dean Andrew L. Chesson, Jr., MD Neurology Residents’ and Fellows’ Education Room

4.C. Finance Committee

Present for the Finance Committee were Mr. Morrow, Ms. Aronson, Mr. Starns, Mr. Williams, and Mr. Zuschlag.

4.C.1. Recommendation to Approve the Fiscal Year 2022-2023 Operating Budget

Upon motion Ms. Aronson, seconded by Mr. Williams, the following items were approved without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the operating budget for the fiscal year ending June 30, 2023, providing:

- a) Approval and commitment authorization of funds for Scholarship First Pentagon & STEM Initiatives in the amount of \$18.4 million for continued investment in the five focus areas of the Pentagon with concentration on startup funds, retention funds, student success funding, and new faculty hires.
- b) Approval and commitment authorization of funds for salary competitiveness in the amount of \$15.5 million for increase faculty and staff compensation in line with SREB peers and to enhance competitiveness.
- c) Approval and commitment authorization of funds for NCI designation in the amount of \$16 million for continued investment in system wide recruitment and technology upgrades to support the NCI designation.

- d) Approval and commitment authorization of funds to maintain and enhance research & statewide extension presence in the amount of \$15.7 million for continued investment in agricultural research, statewide extension, and increased funding to support precision and digital agriculture.
- e) Approval and commitment authorization of funds for graduate education and research in the amount of \$25 million for investment in PhD graduate research program to fund assistantships and research investments.
- f) Approval and commitment authorization of funds for mandate costs such as retirement, group health insurance, classified staff merit, other state charges.
- g) Approval and commitment authorization of funds for staffing solutions to combat the Great Resignation, system-wide shortages, and to ensure a living wage for all staff.
- h) Approval and commitment authorization of funds for facilities for deferred maintenance, safety and accessibility improvements.
- i) Approval and commitment authorization of funds for information technology for continued ERP upgrades with new Student Information System (SIS), development of Security Operations center (SOC), and continued implementation of technology to support research portfolio and online modality.
- j) Approval and commitment authorization of funds for Title IX for expansion of education and programming across the System.

4.D. Property and Facilities Committee

Present for the Property and Facilities were Ms. Aronson, Ms. Werner, Mr. Dampf, Mr. Mallet, Ms. Shaw, Mr. Woods, Mr. Zuschlag.

- 4.D.1. Recommendation from LSU A&M to Approve Schematic Design and Authorize the President to Execute a Lease with Tiger Athletic Foundation for Renovation and Expansion of the LSU Football Operations Building, Including Construction of New Recovery and Rehabilitation Suites.

Upon motion by Mr. Zuschlag, seconded by Mr. Mallet, the item was approved without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve schematic design and authorize the President to execute a Lease with Tiger Athletic Foundation for Renovation and Expansion of the LSU Football Operations Building, including Construction of New Recovery and Rehabilitation Suites.

4.E. Athletics Committee

Present for the Athletics Committee were Mr. Temple, Mr. Zuschlag, Ms. Aronson, Mr. Dampf, Mr. Morrow, Ms. Werner, Mr. Williams, and Mr. Woods.

4.E.1. Request from LSU A&M to Approve the Employment Contract Extension for the Athletics Director.

Upon motion by Mr. Zuschlag, seconded by Ms. Aronson, the item was approved without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve request from LSU A&M to approve the Employment Contract Extension for the Athletics Director.

V. Reconvene Board Meeting

On Friday, October 21, 2022, the regular meeting was called to order. Roll was conducted.

Present

Ms. Valencia Sarpy Jones, Chair
Mr. Jimmie Woods, Chair-elect
Mr. Rémy Voisin Starns, Past Chair
Mr. Glenn Armentor
Ms. Laurie Lipsey Aronson
Mr. Robert Dampf
Mr. Lee Mallet
Mr. Randy Morris
Mr. Patrick C. Morrow
Ms. Lizzie Shaw
Mr. Collis Temple, Jr.
Ms. Mary Leach Werner
Mr. James Williams
Mr. Richard Zuschlag

Absent

Mr. Jay Blossman
Mr. Wayne Brown

VI. Approval of Minutes from September 8-9, 2022 Meetings

Upon motion by Mr. Temple, seconded by Ms. Aronson, the minutes were approved without objection.

VII. Update from LSU-A Chancellor Paul Coreil

Chancellor Paul Coreil provided updates on infrastructure projects on LSU-A campus, a successful drainage project and increased enrollment numbers.

VIII. Reports to the Board

- A. Transfers of Title Immovable Property
- B. Approval of Requests for Timber Sales Report
- C. Capital Improvements Projects above \$175,000 Report
- D. Design Contracts Report
- E. Foundation Construction Related Agreements
- F. Grants of Mineral Rights
- G. Other Agreements and Approval Requests
- H. PM60 Projects \$75,000 to \$175,000 Report
- I. Property Lease Report
- J. Schematic Design Report
- K. Servitudes Report.

Upon motion by Mr. Morrow, seconded by Mr. Mallet, the reports were approved.

IX. Reports from Faculty and Staff Advisors

Dr. Kamboj provided an informative report on behalf of the Faculty Advisors

X. President's Report

The president provided an informative report.

XI. Approval of Committee Recommendations

Ms. Jones called for a motion to accept all committee recommendations. Motion to approve by Mr. Morris, seconded by Mr. Mallet. Without objection, the recommendations were approved.

XII. Chair's Report

Ms. Jones provided a report on her first month as chair.

XIII. Adjournment

Without a further business before the Board, a motion to adjourn by Mr. Morris, seconded by Mr. Morrow, was approved without objection.



Board of Supervisors

EMERGENCY OPERATIONS CENTER ENTERPRISE UPDATE

LSU

**Campus Safety
&
Emergency
Operations**



LSU



Michael M. Antoine *MPS, LEM-P, CEM*
Director, LSU Office of Emergency
Preparedness

504-228-6169

michaelantoine@lsu.edu

20+ years experience in Public Safety, Homeland Security & Emergency Preparedness

Prior to coming to LSU served as Director of Public Safety & Emergency Preparedness at Tulane Health System;

Appointed to Chief of Staff, Public Safety, Homeland Security & Emergency Preparedness, City of New Orleans (Mayor Cantrell);

Appointed to Deputy Director Homeland Security/Emergency Preparedness, City of New Orleans (Mayor Landrieu);

New Orleans Fire Department, Fire Captain, Training Officer, Compliance Officer, Lead Incident Management Team, Deputy Chief of Planning

Senior Advisory Board at Institute for Diversity & Inclusion in Emergency Management (I-DIEM);

PhD Candidate, Urban Planning University of New Orleans (UNO), New Orleans, LA

Master Degree Homeland Security/Emergency Management Tulane University, New Orleans, LA

Bachelor of Science, Public Health/Emergency Management Tulane University, New Orleans, LA

National Certified Emergency Manager (CEM)

Louisiana Emergency Manager (LEM-P)

FEMA National EM Executive Academy (Cohort IX)

Naval Post Graduate School Executive Leaders Program (Cohort 20-02)

Harvard Kennedy School of Government, Leadership in Crisis Academy

Harvard Kennedy School of Government, General & Flag Officers Homeland Security Executive Academy

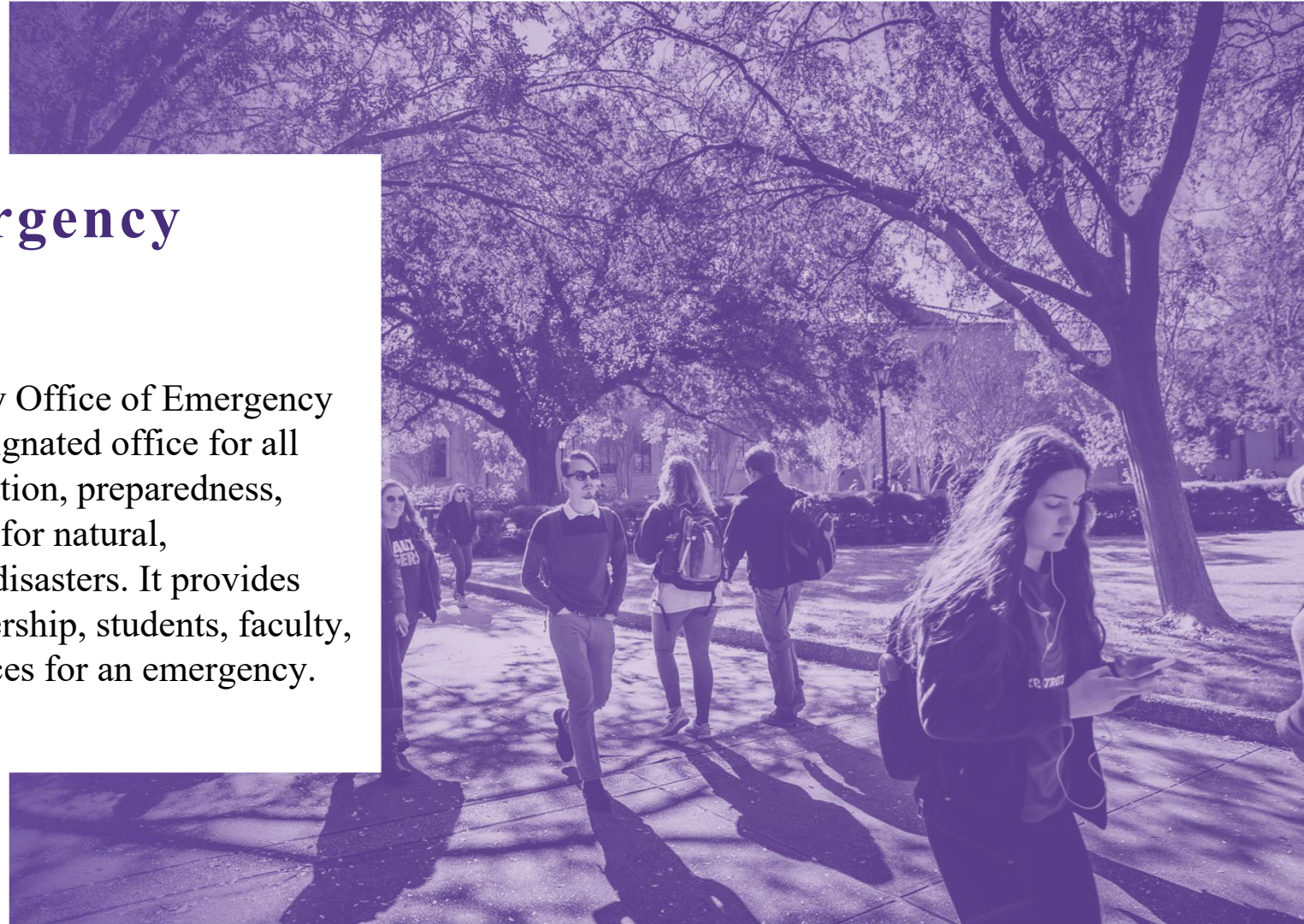
40 Under 40 Awardee

Appointed to FEMA's National Advisory Council (NAC) 3-year term (December 2022-2025)



Office of Emergency Preparedness

The Louisiana State University Office of Emergency Preparedness (OEP) is the designated office for all hazards, campus safety, mitigation, preparedness, response, and recovery efforts for natural, technological, and man-made disasters. It provides information to university leadership, students, faculty, and staff regarding best practices for an emergency.





Office of Emergency Preparedness

- Assess threats and implements safeguards based on lessons learned, best practices, current trends and events.
- Conduct risk assessments and develop site-specific emergency plans for Baton Rouge locations and assist other LSU campuses.
- Develop and deliver training and informational brochures for students, faculty, and staff on emergency preparedness and response.
- Investigate, develop, and implement LSU policies and procedures related to homeland security and emergency preparedness issues.
- Coordinate with local, parish, state, and federal entities.





Current Capabilities

Emergency Operations:

- Establish command & control, unified command for all major emergencies and disaster events.
- Maintaining 24/7 Operational Preparedness of the University's Emergency Operations Center in the Event of a Large-Scale Emergency
- Directing the Setup and Activation of Emergency Shelters and Public Health Emergency Sites Utilizing LSU Facilities

Notifications:

- Managing the LSU Emergency Alert System, and Other Campus Emergency Notification Methods
- Coordinate with our Communications team to streamline comms across the campus

Policies:

- Assess, develop, and implement LSU Policies and Procedures to adapt to new and emerging Homeland Security and Emergency Preparedness threats.



Current Plans

- Comprehensive Emergency Operation Plan
- Campus All-Hazard Plan
- Business Continuity Plan
- Emergency Evacuation Plan (include students with access needs) and the Vet. School
- Event Emergency Action Plans





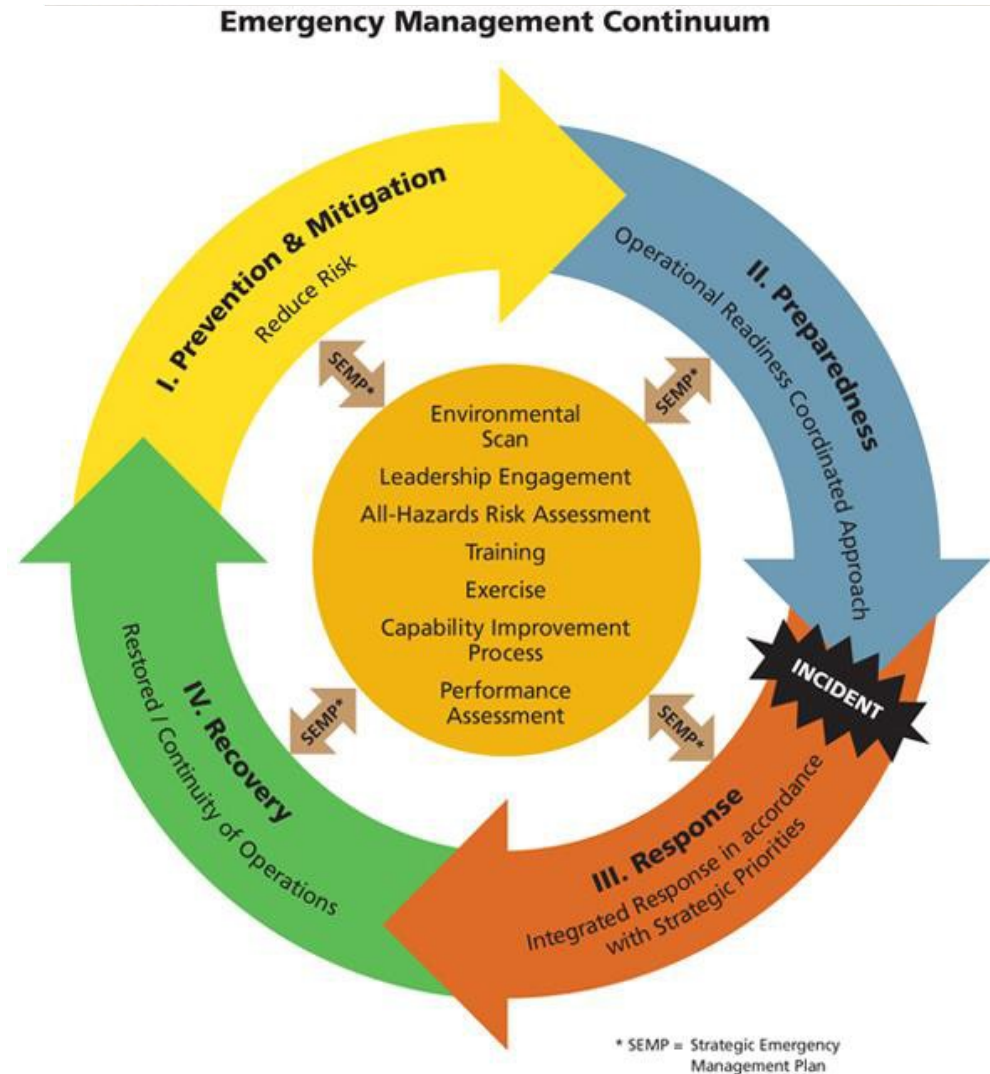
State Partnership Plans & Operations

- Medical Special Need Shelter (MSNS) at Carl Maddox Field House
- Federal Medical Station at Pete Maravich Assembly Center
- Bus Forward Triage Area at Ag. Barn
- Reunification Site for Riverbend Nuclear Station at Tiger Band Hall



Current Initiatives

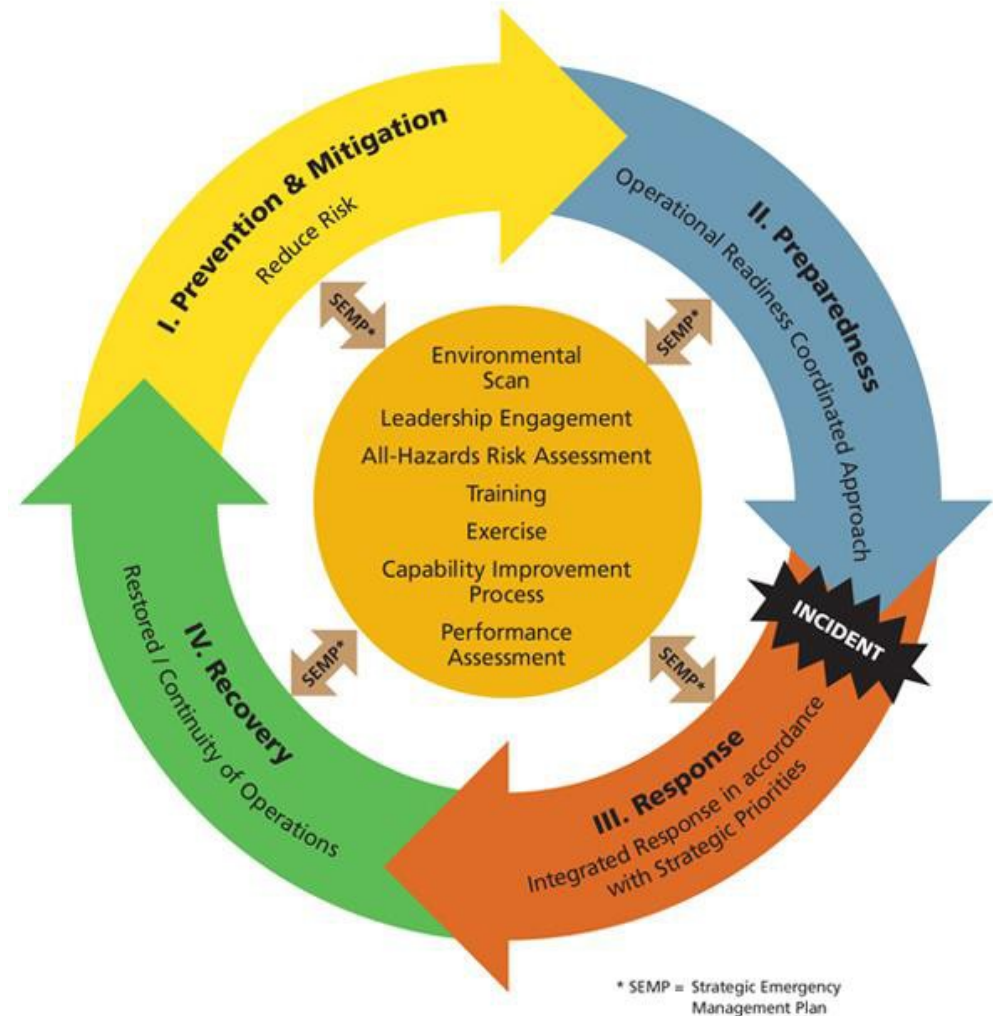
- New Campus Comprehensive Emergency Operations Plan (EOP).
- Incident Action Plans and Situation Reports for all major special events & incidents
 - First in University's History
- Created an incident communication list 205-T
 - First in University's History
- Developed a Continuity of Operations Plan (COOP) in compliance with National standards.
 - First in University's History
- Implementation and training all new plans to LSU Community.



Future Initiatives

- Establish stakeholders committee.
- Conduct a Threat and Hazard Identification and Risk Assessment (THIRA).
- Conduct a gap analysis.
- Develop needed plans/revisions based on gap analysis.
- Developing a Family Reunification Plan.
- Developing a Comprehensive Active Shooter Plan
 - First in the University's history
- Working with the BoR to create a Resilience Framework and Recovery plan for Louisiana Universities.
- Moving to a new Emergency management platform WEBeoc.
- Exploring software for messaging via all wall monitors on campus.

Emergency Management Continuum





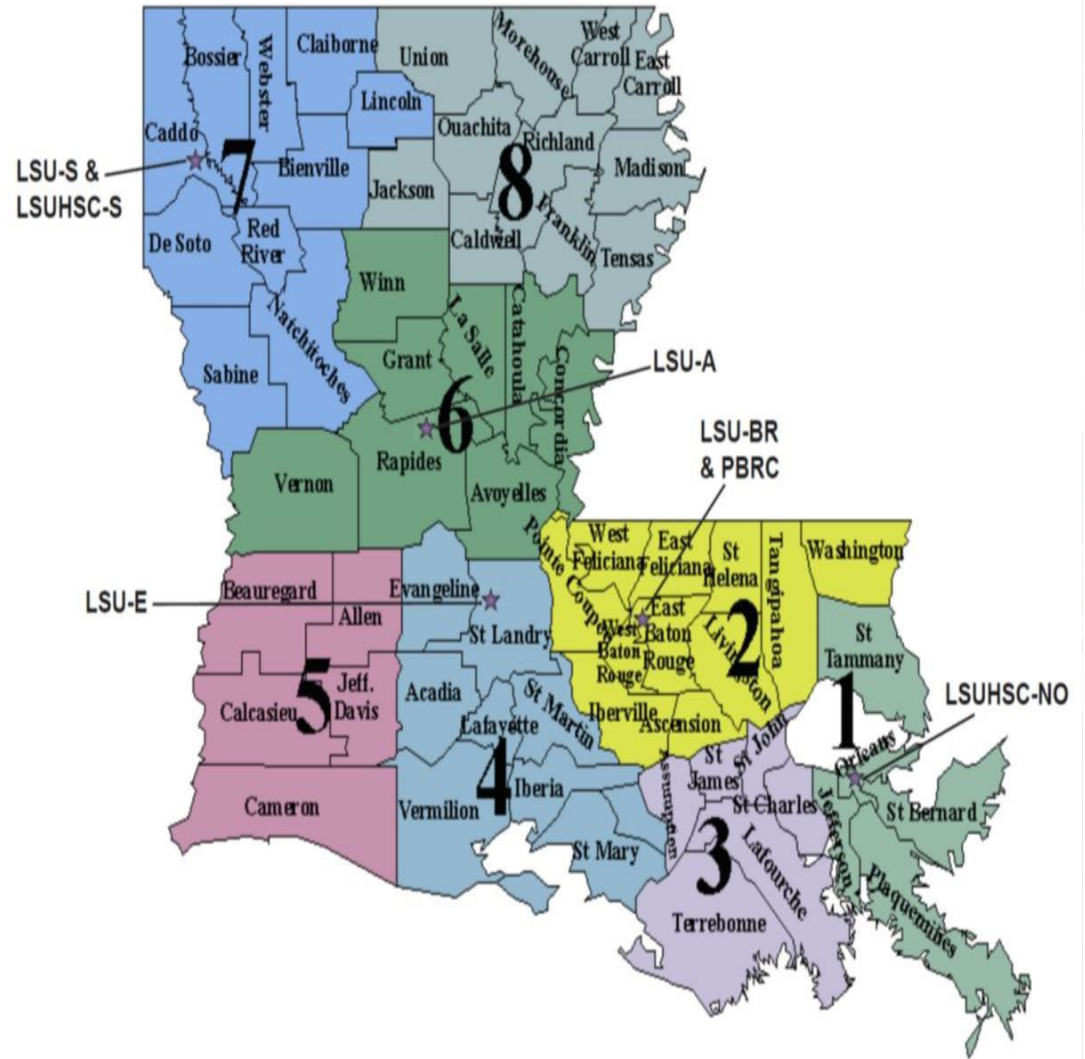
Future Initiatives: Mutual Aid Support for LSU University System

Coordinate Preparedness Efforts Across the LSU System

- Information Sharing
- Planning Assistance
- System Representation with State Planning Efforts

Coordinate Response Efforts Across the LSU System

- Incident Management
- Coordination of System Assets
- Subject Matter Expertise
- Coordination with State Agencies
- Maximize System Assets
- Annual Training
- Better Prepared for Extended Activations



LSU

**Reimagining Public Safety at
LSU**

**Public Safety & Emergency
Preparedness Integration**



LSU

Operational Divisions

LSU[®]

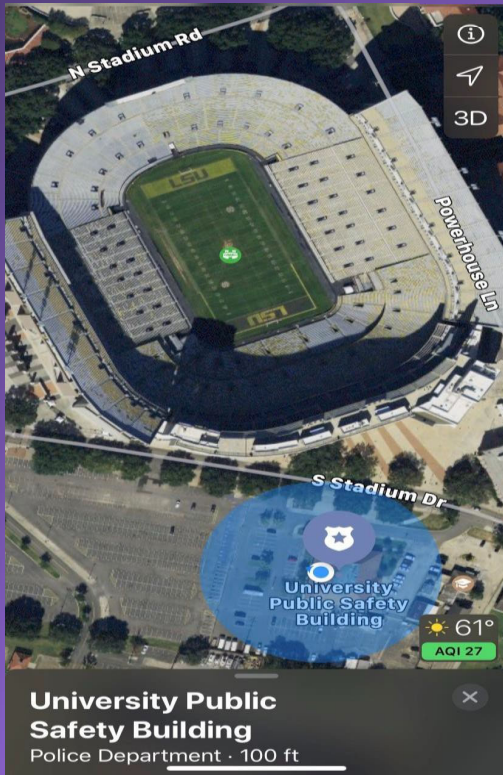
Police

About us:

- Located on **South Stadium Drive** (directly across from Tiger Stadium)
- Operates 24/7, 365 days a year
- 60 commissioned Police Officers
- 5 noncommissioned Officers
- Mandatory **minimum** of 20 annual training hourly
- CALEA accredited

Divisions:

- ✓ Uniform Patrol and Mountain Bike Patrol
- ✓ Community Outreach
- ✓ Motors/Traffic
- ✓ Detectives/Investigators
- ✓ Mountain Bike
- ✓ K9 (Explosives Detection)
- ✓ Patrol Support Services
 - SRT (Special Response Team)
 - Honor Guard
 - IT (cameras/radios)
 - Internal Affairs
 - Evidence Technician



LSU POLICE


Notifications

Digital Notifications

- Emergency Text Messages
- Emergency Email Notifications
- Desktop Notifications
- Social Media Updates

To opt in to the system, students, staff and faculty will need to:

1. Login to [myLSU](#).
2. Select “Campus Community” in the left navigation bar.
3. Select “Emergency Text Message” from the drop down menu.
4. Input cellular service providers and cell phone numbers.
5. Choose unique passwords, which must be different from students’ myLSU passwords.

My Emergency Text Messaging Edit 

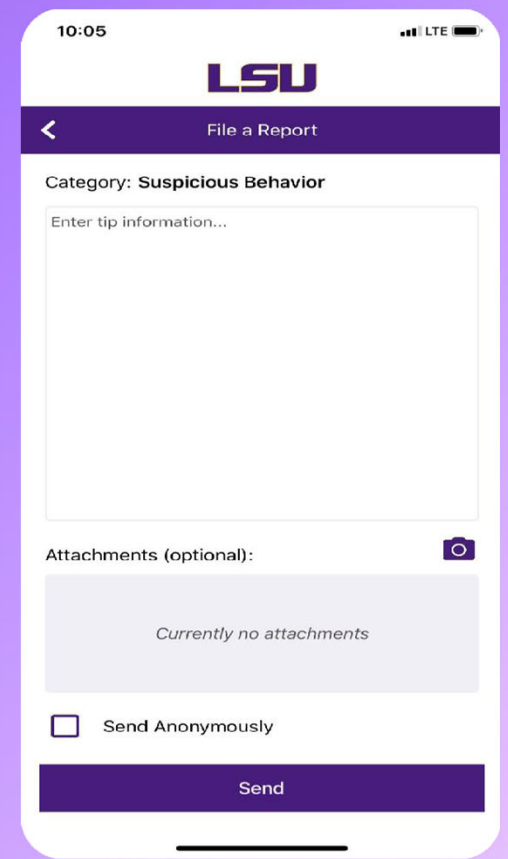
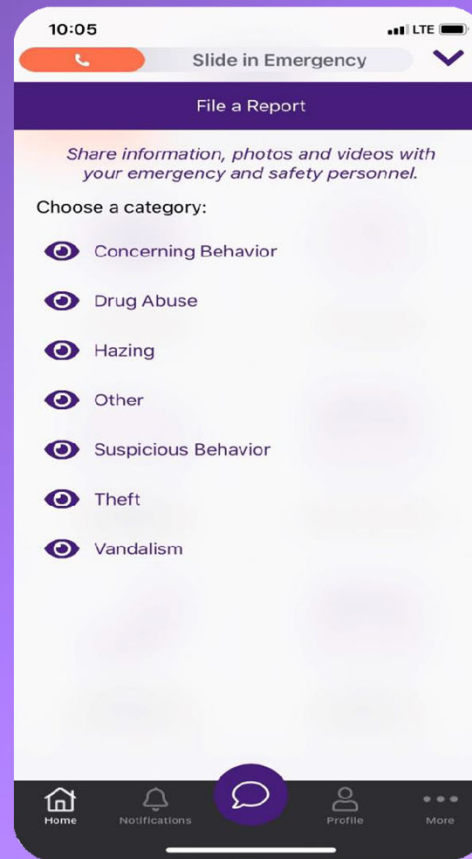
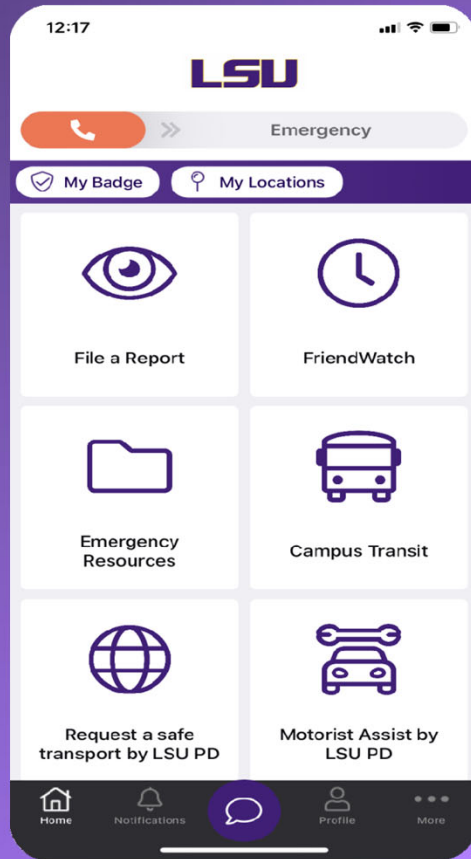
LSU's Emergency Text Message System allows students, staff and faculty to receive emergency alerts or information via text message on their mobile phone. Participation in the LSU Emergency Text Messaging System is not mandatory, but encouraged. There is no fee to subscribe, but users will still have to pay regular text messaging rates through their cellular provider. Louisiana State University is committed to your privacy. For more information, read the [LSU Privacy Policy](#).

Current Status: Enrolled

SMS-Enabled Phone Number:

LSU Shield App

LSU
SHIELD



LSU
POLICE

Self-Defense Course

WOMEN'S & MEN'S SELF-DEFENSE CLASSES

**RAPE AGGRESSION
DEFENSE CLASSES**

A 12 HOUR SELF-DEFENSE COURSE FOR WOMEN

**R.A.D.
RAPE
AGGRESSION
DEFENSE
SYSTEMS**

\$25 FOR ALL LSU, SU,
& BRCC STUDENTS,
FACULTY, & STAFF

\$45 FOR THE
GENERAL PUBLIC

REGISTER ONLINE AT:
www.lsu.edu/shc/wellness/classes.php



EQUALIZER

Women's and Men's Self-Defense Classes

FREE, upon request, to LSU students, faculty, and staff!

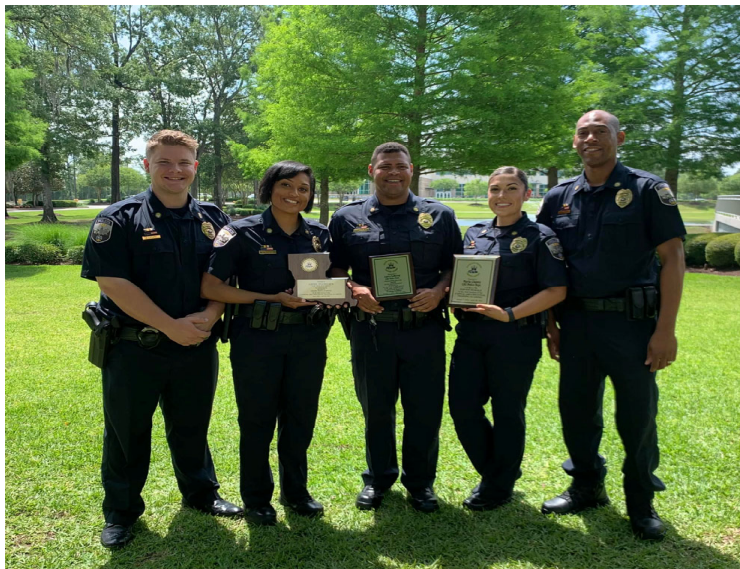
Visit
www.lsupd.com
and click on
Police Services
for details!
225-578-3231



LSU
Police

- **FREE!!!!**
- Four 3-hour blocks of instruction
- Available upon request to LSU students, faculty, & staff
- Host at UREC or at dorm/res hall

Community Outreach



LSU | Police



LOVE what you do!

For more information on hiring, visit:
lsu.edu/police/about/career/index.php

Join the Louisiana State University Police Department where you are able to make a **positive impact** within the LSU community!

Applicant must have a passing score of at least 70% for the 9500-LEAPS (law enforcement exam), which can be found at:
<https://jobs.civilservice.louisiana.gov/TestInformation/TestingInformation.aspx>.

State health, dental, vision, & life insurance
Employee tuition waiver program



Law Enforcement Accreditation Program

- CALEA Accreditation requires an agency to develop a comprehensive, well thought out, uniform set of written directives. This is one of the most successful methods for reaching administrative and operational goals, while also providing direction to personnel.
- CALEA Accreditation standards provide the necessary reports and analyses a police department needs to make fact-based, informed management decisions.
- CALEA Accreditation requires a preparedness program to be put in place—so our police departments is ready to address natural or man-made unusual occurrences.
- CALEA Accreditation is a means for developing or improving upon relationships with the community.
- CALEA Accreditation strengthens law enforcement accountability, both within the agency and the community, through a continuum of standards that clearly define authority, performance, and responsibilities.
- Being CALEA Accredited can limits liability and risk exposure because it demonstrates that internationally recognized standards for law enforcement have been met, as verified by a team of independent outside CALEA-trained assessors.
- CALEA Accreditation facilitates the department's pursuit of professional excellence.

Partnerships with LSUPD



Active Shooter Response Training

- Multi Agency Active Shooter Response / LSU Large Capacity Event
- Basic Active Shooter Training – internal and external agencies
- Active Shooter policy and procedure
- Critical Incident Assignments
- Critical Incident Management Training
- LSUPD and BRPD SRT monthly joint training

Response

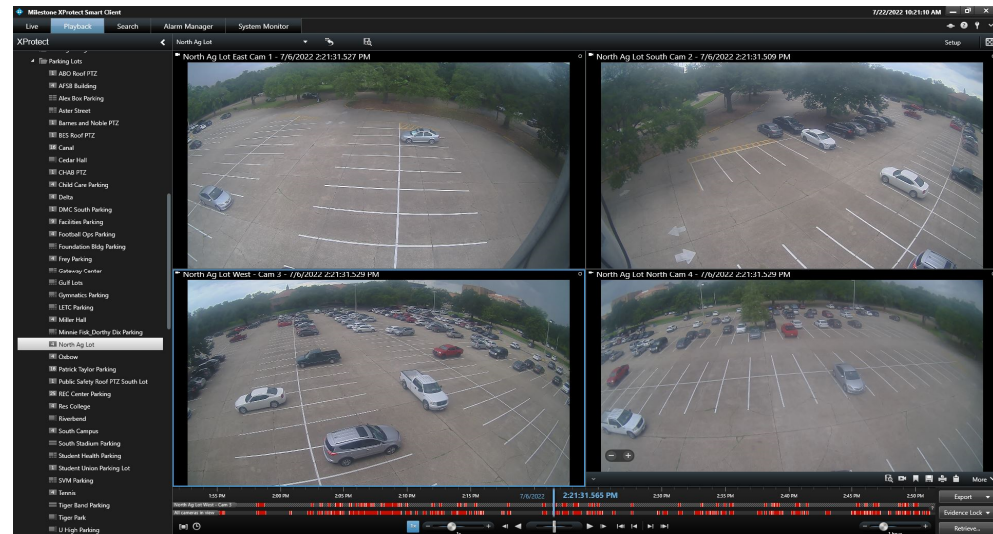
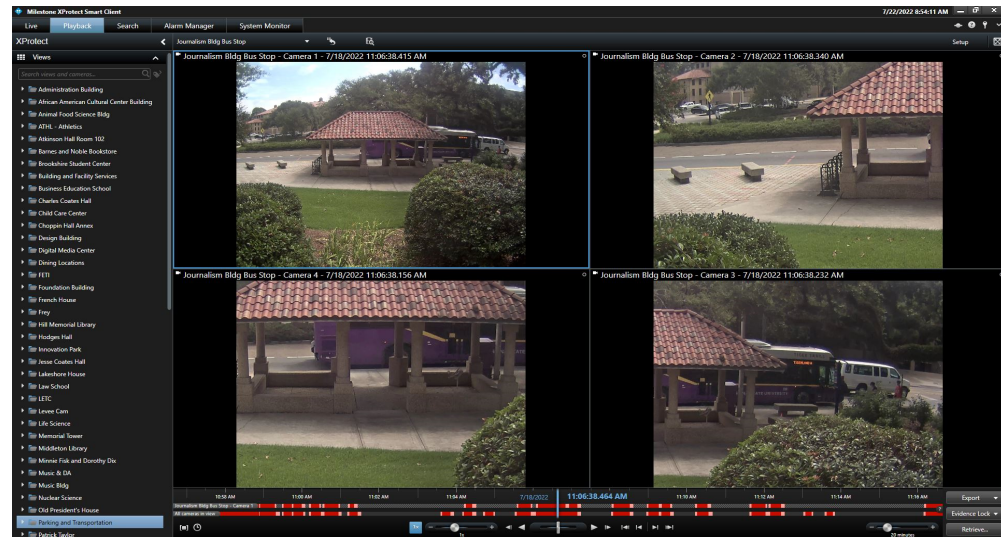


Current Operations and Initiatives

- Hiring additional commissioned officers
 - 3 just completed POST in November, and 3 starting the academy in January
- Hiring non- commissioned officers
 - 5 currently and recruiting an additional 5
- Created post outside res halls for visibility
- Campus exterior lighting project underway
- Upgrading campus camera system
- Rave Emergency Alert System
- Campus Shuttle
 - LSU's free shuttle known as Campus Transit. It's an on-demand service that runs from 5 p.m. to midnight, 7 days a week.
- Safe Transport program
 - Any LSU student or employee who needs a ride on campus after Campus Transit closes at midnight can call LSU Police for a safe transport.
- Engaged in a public safety partnership (Mayor's Office, BRPD, EBRSO, LSP)
 - Participate in monthly meetings to leverage this partnership and maintain situational awareness

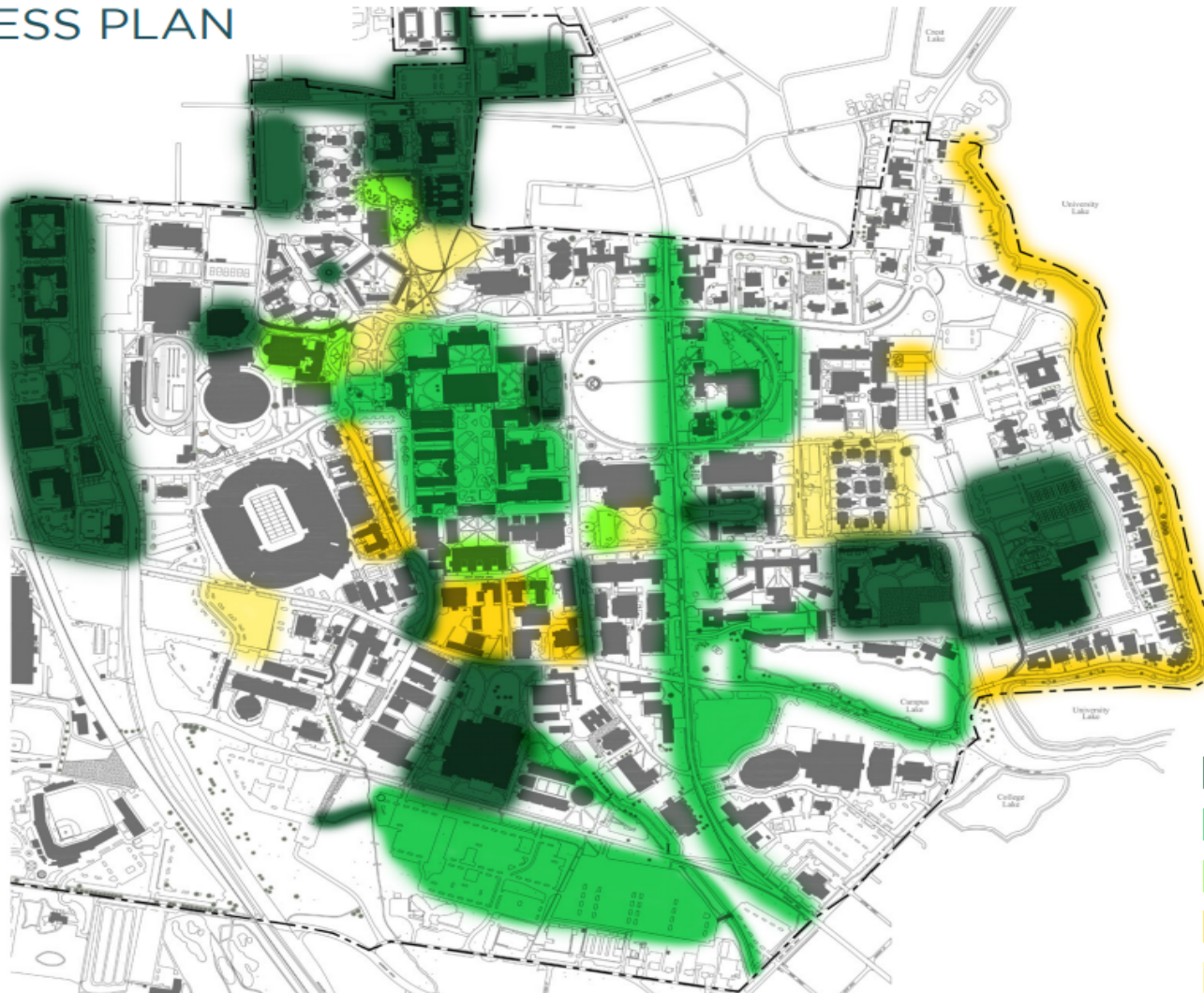
Security Camera System Upgrade

- The Campus currently has 1700 cameras.
- 113 upgraded and replaced in 2022.
- Cameras under warranty will be serviced and cameras out of warranty will be replaced.
- New servers and supporting equipment.
- The university will replace up to 250 cameras per year.
- All maintenance, access, or new camera requests will be handled by LSUPD and routed to the appropriate department or vendor to complete the work.
- ITS is creating a help desk for cameras to submit work requests, much in the way that we submit work requests to ITS currently.



Campus Exterior Lighting Upgrade

PROGRESS PLAN



- Improved Lighting (last 5 yrs)
- State Lighting Project Improvements (2022-2023)
- Other Lighting Improvements (2022-2023)
- Strategic Capital Plan Lighting Improvements (next 5-6 yrs)
- Additional Lighting Priorities

Future Initiatives

1. **Holistic approach to campus safety**

- a. Campus safety is more than just policing. Comparing SEC universities, campus safety is an umbrella comprised of campus police, emergency management, risk management, environmental & safety, facilities, mental/behavioral health services, etc
- b. **Student Safety Ambassadors:** Overall campus safety can be advanced through the addition of a new element to the security system: student safety ambassadors. Ambassadors can serve as a first point of contact and community presence. As part of their functions, ambassadors will meet and have conversations with faculty, staff, students and administrators along with community partners, and others who participate in campus life or use university facilities. Ambassadors can provide general information related to campus operations and can be available to quickly alert campus safety personnel to concerns from students, faculty or staff or to emergencies.

2. **Reevaluation of current deployment plan**

- a. Reassess current PD deployment plan in comparison with crime data to increase PD presence during the times when the most criminal activity is occurring (ie; power watch)
- b. Noncommissioned officers/security guards
- c. **Mental Health Awareness and Response:** Limiting campus public safety engagement or identifying opportunities to partner with others to provide humane and caring responses may improve outcomes, reduce the likelihood of escalation, and preserve LSUPD resources.

3. **Enhance collaboration with Mayor's Office, BRPD, EBRSO, BRFD, & BREMS to promote a joint effort in campus safety at LSU**

- a. Designate a Campus Liaison Officer to serve as the primary point of contact with campus public safety
- b. Regularly scheduled meetings, joint training, exercises, and patrols on campus to promote cooperation and prepare for critical incident response
- c. Coordinate in developing, reviewing, and implementing emergency response plans

Future Initiatives

4. Public safety infrastructure and technologies

- a. LSU currently has the shield app that has many safety features such as; emergency calls with real-time GPS tracking, file a report, friend watch feature, and an anonymous reporting feature.
- b. This technology is an update to the blue light model that many universities previously used.
- c. Enhancing lighting around campus

5. Establish University Public Safety Oversight Committee and conduct formal reviews every 6 months or annually.

- a. The oversight committee will review current plans and initiatives and measure success using crime data, student, faculty and staff feedback and performance measures set by the committee and/or university administration. This committee will also give recommendations on new initiatives based on the results and findings of the review.
- b. These formal reviews should be conducted every 6 months or annually

?QUESTIONS?

LSU

Campus Safety &
Emergency Operations



Board of Supervisors

AMENDMENT TO BYLAWS TO COMMITTEES



Board of Supervisors

Request to Amend the Bylaws to Merge and Expand the Diversity and Inclusion Committee and Title IX and Access Compliance Committee

Date: December 9, 2022

1. Bylaw Citation

Pursuant to Article XI

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

2. Summary of Matter

To merge the Diversity and Inclusion Committee and Title IX and Access Compliance Committee. The new committee's name would be known as Inclusion, Civil Rights & Title IX.

3. Review of Business Plan

N/A

4. Fiscal Impact

None.

5. Description of Competitive Process

None.

6. Review of Legal Documents

None.

7. Parties of Interest

N/A

8. Related Transactions

N/A

9. Conflicts of Interest

None.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (the “Board”) does hereby amend Article V of the Bylaws to merge and expand the Diversity and Inclusion Committee and Title IX and Access Compliance Committee. The new committee is Inclusion, Civil Rights & Title IX and the amendment shall read as following:

Amend Article V, Section 6

J. Inclusion, Civil Rights & Title IX

This committee shall meet as a committee of the whole. Normally, to this committee shall be referred all matters related to equal rights and opportunities, especially those related to compliance with federal and state laws governing discrimination on the basis of race, gender, sex, religion, disability, national origin or any other protected characteristic. The committee may consider policies for sex and power-based transgressions, physical and programmatic access of citizens with varying needs, equal opportunity programs, and policies for anti-discrimination. In addition, it may be referred general matters related to diversity, equity, and inclusion not specifically referred to other Board Committees. This committee will also serve as the liaison to the office of Inclusion, Civil Rights & Title IX.



Board of Supervisors

REPORTS TO THE BOARD

BOARD OF SUPERVISORS MEETING | DECEMBER 9, 2022



Finance & Administration

Report To the Board
December 9, 2022

Affiliated Entities Reimbursements Report

The Louisiana Code of Governmental Ethics prohibits public servants from receiving anything of economic value from a source other than the governmental entity for the performance of official duties and responsibilities or services substantially related to public duties. However, the law allows public employees to receive supplementary compensation or benefits from alumni associations or foundations recognized by the Board. Louisiana Revised Statute (LA RS) 17:3390 requires that any request for payment over \$1,000 for any single transaction to, or on behalf of, a public employee by a nonprofit organization shall be approved in writing by the appropriate higher education management board in accordance with written policies and procedures. The updated Uniform Affiliation Agreement adopted by LSU affiliates in 2020 outlines the provisions for compliance. Below is a summary table of reimbursements by Affiliated Entity for the first quarter of FY 2023. The Appendix include more detailed information on each reimbursement.

Reimbursements Greater than \$1,000 by Affiliated Entity

	Quarter Ending 9/30/22	
	Number of Payments	Total Reimbursements
Louisiana 4-H Foundation	1	\$ 1,640
LSU Alumni Association	0	\$ -
LSU Foundation	67	\$ 178,141
LSU Health Care Services Foundation	0	\$ -
LSU Health Foundation - New Orleans	55	\$ 123,656
LSU Health Sciences Foundation - Shreveport	25	\$ 55,811
LSU Healthcare Network	0	\$ -
LSU Medical School Alumni Association	0	\$ -
LSU Research Foundation	0	\$ -
LSUA Foundation	2	\$ 2,281
LSUE Foundation	0	\$ -
LSUS Alumni Association	0	\$ -
LSUS Foundation	10	\$ 18,949
Pennington Biomedical Research Foundation	0	\$ -
Tiger Athletic Foundation	12	\$ 66,586

Appendix: Affiliated Entities Reimbursement Details

Affiliate: Louisiana 4-H Foundation

Payee Name

Karen Martin

Payment Date

8/11/22

Amount

\$ 1,640.03

Purpose

Program supplies.

Appendix: Affiliated Entities Reimbursement Details

Affiliate: LSU Foundation

Payee Name	Payment Date	Amount	Purpose
Andre Rovai	8/22/22	\$ 1,000.00	Employee Award
Andrew Burstein	9/21/22	\$ 2,981.61	Supplies and Travel
Bailey Bigelow	8/11/22	\$ 1,200.00	Reimb for data collection for research paper
Brian S Andrews	7/18/22	\$ 1,500.00	Registration to attend 2022 Risk Management Assn Annual Conference
Caroline Schneider	7/18/22	\$ 2,000.00	Employee Award
Charlotte Morelli	8/11/22	\$ 1,500.00	Mortgage Record Research
Christine Cloud	7/22/22	\$ 1,000.00	Conference Travel
Christopher Alling	7/1/22	\$ 1,500.00	ABVO Certification Registration Fee
City Club of Baton Rouge	9/16/22	\$ 1,272.66	Membership Dues Roy Haggerty
Donald J. Lund	7/25/22	\$ 1,074.50	Reimbursement for Data Collection
Dr. Courtney Szocs	7/1/22	\$ 1,957.87	Research Expenses
Edward Laws	8/5/22	\$ 1,000.00	Employee Award
Eleanor Wynn	9/15/22	\$ 1,050.00	Editing Services for Prof Andrew Schwarz
Erin McKinley	7/5/22	\$ 1,000.00	Research Project Reimbursement
Gretchen Karcher Morgan	9/29/22	\$ 1,809.09	Travel to Attend SWVS Meetings
Helmut Schneider	8/23/22	\$ 2,084.73	Conference Travel
Jeremy Alford LLC	9/28/22	\$ 1,100.00	Subscription Benefiting Leonard Apar
Jinx Coleman Broussard	8/31/22	\$ 1,551.91	Conference Travel
John C Flake	8/10/22	\$ 2,201.08	Travel to Attend ASEE/AiChe Summer School for Engineering
John Maxwell Hamilton	9/6/22	\$ 2,618.59	Travel while teaching class in DC
John Maxwell Hamilton	9/6/22	\$ 4,283.57	Travel for Research and Speaking Engagements
John Protevi	8/10/22	\$ 2,950.00	Reimb for Article Processing Fee
John Randall Trahan	9/7/22	\$ 3,001.35	Travel for Summer Program in France Law Center
Joo Baek Kim	8/11/22	\$ 1,900.00	Professional Services Related to Dr. Ed Watson's Class
Joo Baek Kim	9/14/22	\$ 2,400.00	Assisting Dr. Edward Watson with curriculum
Jorge Pullin	7/22/22	\$ 1,048.11	Reimb for Dinners with Participants of the MOSSAIC Workshop
Jose A Romagnoli	8/29/22	\$ 6,361.76	Conference Travel
Joshua Jordan	7/18/22	\$ 1,030.33	Conference Travel
Kathleen Searles	7/7/22	\$ 4,419.83	Conference Travel
Keith B. Hall	8/4/22	\$ 2,713.96	Travel to Attend FDN for Natural Resources Law Board Directors Meeting
Keith B. Hall	8/17/22	\$ 1,026.49	Travel to Attend Dallas Bar Assn Review
Leonard Apar	8/24/22	\$ 2,271.68	Travel Expenses Study Abroad
LSU Communication Across the Curriculum	9/29/22	\$ 3,496.00	Profile Packets benefiting Elizabeth Melvin

Appendix: Affiliated Entities Reimbursement Details

Affiliate: LSU Foundation

Payee Name	Payment Date	Amount	Purpose
Lucid Holdings, LLC	9/2/22	\$ 2,115.60	Research Project Expense (Saachi Chugh) Mass Comm
Meghan Shara Sanders	7/6/22	\$ 2,318.00	Conference Travel
Metropolitan State University	8/11/22	\$ 5,990.00	AEC Workshop Construction Management
Michael Blandino	7/13/22	\$ 1,927.84	Conference Travel
Naci Mocan	7/25/22	\$ 1,329.25	Journal Article Submission and Membership Dues
Raymond Pingree	8/8/22	\$ 1,695.00	Article Publication Fee
Rebecca Acosta Burdette	9/9/22	\$ 2,650.00	Facilitation of Prof Development
Risk Management Association	7/15/22	\$ 2,000.00	Academic Membership (Brian Andrews)
Robert Holton	7/6/22	\$ 3,982.94	Research Project Expenses & Travel
Robert R Twilley	8/5/22	\$ 1,000.00	Employee award
Ruth Moon Mari	8/3/22	\$ 1,917.00	Travel Expenses Professional Development
Seonwoo Kim	8/15/22	\$ 2,000.00	Research Tool for Project
STM Charters, Inc.	9/21/22	\$ 47,500.00	Charter Travel for President Office Team
Thomas J. Phillips, Jr.	7/22/22	\$ 1,239.43	Office Supplies
Tracy Norton	9/12/22	\$ 2,819.02	Househunting Expenses Law Center
Willow Sauermilch	9/12/22	\$ 1,400.00	Manship Relocation Expenses
Charles Berryman	09/30/2022	\$ 2,325.00	Training Workshop
Charles Berryman	09/23/2022	\$ 1,850.00	Training Workshop
Michelle Bouillion	08/14/2022	\$ 1,495.00	Continuning Education Program - Coaching Certificate
Michelle Bouillion	09/07/2022	\$ 1,300.00	CPM Membership Dues
Darla Dao	08/24/2022	\$ 1,450.00	Matthew Jourdan, CHE Computer Manger to attend Emerson Conference
Darla Dao	09/28/2022	\$ 1,550.00	Kerry Dooley, BASF & Horton Prof Mini Sprayer research equipment order but vendor credit it on 09/27/2022
Darla Dao	07/05/2022	\$ 1,130.15	Jose Romagnoli, Cain Chair 1 for Conference in Italy
Nick Davis	08/15/2022	\$ 1,390.00	Choral Studies Retreat - Lodging/Meals
Jonathan Earle	08/18/2022	\$ 1,000.00	Professional Membership Dues
Elizabeth Green	09/30/2022	\$ 1,850.00	Training Workshop
William Mari	07/14/2022	\$ 1,002.93	Rental-car receipt for return from language training
Laurel Miceli	08/11/2022	\$ 1,438.15	Conference hotel for Dr. Chaker's trip
Donna Smith	07/19/2022	\$ 1,000.00	Ray Castle Retirement Party
Glenn Sumners	07/21/2022	\$ 1,387.52	Hotel for Lydia Lafleur IIA International Conference
Glenn Sumners	07/16/2022	\$ 1,872.55	Hotel for Glenn Sumners at IIA International Conference-Chicago
Edward F. Watson	07/07/2022	\$ 2,500.00	BRAC regional canvas trip to Greenville, SC

Appendix: Affiliated Entities Reimbursement Details

Affiliate: LSU Foundation

Payee Name

Stanley Wilder

Stanley Wilder

Payment Date

08/18/2022

09/22/2022

Amount

\$ 2,306.75

\$ 1,104.18

Purpose

Replacement for broken work computer

Designing Libraries Conference

Appendix: Affiliated Entities Reimbursement Details

Affiliate: LSU Health Foundation - New Orleans

Payee Name	Payment Date	Amount	Purpose
Ammar Shawar	07/08/22	\$2,286.43	Travel to AAPD Annual Session
Dean Phan	07/08/22	\$1,404.65	Travel to AAPD Annual Session
Amanda Tullos MD	07/12/22	\$1,654.26	Travel for Vascular Annual Meeting
Aneesha Ananthula	07/12/22	\$1,502.17	Travel to ASCO Annual Meeting
Anh Nguyen	07/12/22	\$1,455.66	Travel to ASCO Annual Meeting
Barry Hallner	07/12/22	\$2,500.00	Travel to attend AUGS & IUGA Scientific Meeting
Brian Boulmay MD	07/12/22	\$3,127.96	Travel to ASCO Annual Meeting
Dat Tran	07/12/22	\$1,904.27	Travel to ASCO Annual Meeting
Erin Dauchy	07/12/22	\$2,000.00	Travel to ASCO Annual Meeting
Estela Brooke MD	07/12/22	\$1,806.69	Travel to attend Vascular Annual Meeting
Karen Bruggers	07/12/22	\$3,218.56	2022 Graduation Dinner balance at Messina's at the Terminal
Katharine Thomas	07/12/22	\$1,243.52	Travel to ASCO Annual Meeting
Shyam Mani	07/12/22	\$2,000.00	Travel to ASCO Annual Meeting
Alison Kern	07/20/22	\$3,427.24	Orientation Luncheon
Augusto Ochoa MD	07/20/22	\$1,583.16	Catering for SWOG audit
Corinne Cloud MD	07/20/22	\$1,177.48	Dinner with Guest Speaker
Dale Misiek	07/20/22	\$1,653.13	LSU OMFS Graduation Breakfast
Fred McMullen	07/20/22	\$1,228.28	Team Building reimbursement
Lance Stuke MD	07/20/22	\$1,428.40	Reimbursement for new resident happy hour
Lisa Peacock MD	07/20/22	\$3,260.33	Travel to Attend 2022 AUGS/IUGA Meeting
Mark Froom MD	07/20/22	\$4,212.01	Graduation Ceremony
Amanda Tullos MD	07/22/22	\$2,247.70	Travel for attending FVS Scientific Sessions
Neeraj Jain MD	07/22/22	\$4,512.50	Reimbursement for Fellows awards and graduation event
Emilio Russo MD	07/27/22	\$4,892.44	Travel to attend Global Health
Mark Odom	08/02/22	\$7,357.01	Reimbursement for Graduation reception for residents
New Orleans Publishing Group	08/10/22	\$1,250.00	2022 New Orleans City Business Healthcare Heroes Sponsorship
Andrew Hollenbach	08/15/22	\$1,006.95	Reimbursement for pins purchased
Chikira Barker	08/15/22	\$1,344.82	Travel for National Medical Association's Convention
Lisa Peacock MD	08/15/22	\$1,565.26	Reimbursement for new intern welcome party
Peomia C Brown MD	08/15/22	\$1,400.00	Travel for 2022 American Thoracic Conference
Stacey Holman MD	08/15/22	\$1,636.92	Travel for CREOG 2022 Retreat

Appendix: Affiliated Entities Reimbursement Details

Affiliate: LSU Health Foundation - New Orleans

Payee Name	Payment Date	Amount	Purpose
Stuart Schexnayder MD	08/15/22	\$2,042.91	Travel for AOA Resident Leadership Forum 2022
Sukanthini Subbiah	08/15/22	\$2,042.87	Travel for ASCO Annual Meeting
Tania Kohal	08/15/22	\$1,164.10	Travel for 2022 American Thoracic Society Conference
Victoria Sacco	08/15/22	\$1,287.00	Travel for National Medical Association's Annual Convention
Aline Zaparte	08/22/22	\$1,227.76	Travel for 45th Annual RSA Scientific Meeting
Angelis Vazquez-Perez MD	08/22/22	\$1,128.94	Travel for CWIS Summit 2022
Lucio Miele MD	08/22/22	\$1,959.09	Travel to Gordon Research Conference
Rajasree Chowdry	08/22/22	\$3,068.63	Travel for 2022 ASCO Annual Meeting
Karen Bruggers	08/25/22	\$2,593.85	Travel for AAED 2022 Annual Meeting
James Campbell MD	08/30/22	\$1,327.97	Reimbursement for Faculty & Resident Team Building Event
Mark Odom	08/30/22	\$2,461.45	Travel for AAED 2022 Annual Meeting
Rajesh Mohandas MD	08/30/22	\$3,154.76	Reimbursement for Nephrology Fellow Grad Dinner
Robert Batson MD	08/30/22	\$3,033.92	Travel for 2022 Vascular Annual Meeting
Krystal Pew MD	09/02/22	\$1,698.92	Travel for ATS 2022 International Conference
Rahn K Bailey MD	09/02/22	\$2,089.14	Travel to NMA 2022 Annual Convention
Dean Smith	09/09/22	\$3,500.00	Reimbursement for new student reception at Central City BBQ
Thamolwan Surakiatchanukul MD	09/09/22	\$2,004.96	Travel for ASRS Annual Conference
Jennifer Creedon	09/16/22	\$1,452.08	Travel for NMA 2022 Annual Convention
Karen Curry	09/16/22	\$4,598.31	Reimbursement for Jackets
Randi Goldstein	09/16/22	\$1,031.94	Reimbursement for Jackets for Residents
Al Copeland Foundation	09/22/22	\$2,500.00	Tee Sign Primary Sponsor
Brian Allen	09/22/22	\$3,744.52	Travel for ACEP Teaching Fellowship
Christopher Marrero MD	09/22/22	\$2,235.12	Travel to NMA 2022 Annual Meeting
American College of Cardiology	09/26/22	\$1,020.00	Dues for Fellow ID# 606782 - Frank W. Smart, MD

Appendix: Affiliated Entities Reimbursement Details

Affiliate: LSU Health Sciences Foundation - Shreveport

Payee Name	Payment Date	Amount	Purpose
Amey Savardekar	7/11/22	\$ 1,253.65	Travel & CME
Brad Chauvin	7/11/22	\$ 1,225.01	Travel & CME
Carlie Proctor	7/11/22	\$ 1,300.14	Travel & CME
Danielle Terrell	7/11/22	\$ 1,191.90	Travel & CME
David F Lewis	7/11/22	\$ 1,067.58	Supplies
David F Lewis	7/11/22	\$ 1,260.01	Travel & CME
Devon LeFever	7/11/22	\$ 1,431.15	Travel & CME
Edward Burkhardt	7/11/22	\$ 1,642.15	Travel & CME
Jared Brougham	7/11/22	\$ 1,413.64	Travel & CME
Lane Fontenot	7/11/22	\$ 1,423.91	Travel & CME
Richard Shane Barton	7/11/22	\$ 8,400.00	Travel & CME
Richard Shane Barton	7/11/22	\$ 1,151.13	Travel & CME
Richard Shane Barton	7/11/22	\$ 2,931.74	Travel & CME
Steven Garrett Whipple	7/11/22	\$ 1,370.14	Travel & CME
Ryan Diaz	7/13/22	\$ 1,186.13	Travel & CME
Brad Chauvin	7/21/22	\$ 1,744.46	Meals & Lecture Expense
Mary Kim, MD	7/21/22	\$ 2,625.29	Meals & Lecture Expense
Caleb Stewart	8/10/22	\$ 1,186.13	Travel & CME
Michael Yim, MD	8/17/22	\$ 1,819.67	Travel & CME
Andrew Zhang	8/25/22	\$ 2,310.31	Travel & CME
Giovanni Solitro	8/25/22	\$ 3,967.90	Travel & CME
Kevin Perry	8/25/22	\$ 1,890.06	Travel & CME
Muhammad Waseem Anjum	9/14/22	\$ 1,250.00	Travel & CME
Richard Shane Barton	9/14/22	\$ 7,122.81	Travel & CME
Yufeng Dong	9/28/22	\$ 3,645.68	Travel & CME

Appendix: Affiliated Entities Reimbursement Details

Affiliate: LSUA Foundation

Payee Name

Caleb Funderburk

Connie Cooper

Payment Date

9/1/22

9/1/22

Amount

\$ 1,196.76

\$ 1,084.00

Purpose

Esports Lounge reimbursement

Reimburse tables and sound prod-COPE

Appendix: Affiliated Entities Reimbursement Details

Affiliate: LSUS Foundation

Payee Name	Payment Date	Check #/EFT/CC	Amount	Purpose
Alexander Mikaberidze	7/26/22	1221	\$ 1,658.94	purchase of maps, books, prints and medallions-split by year
Alexander Mikaberidze	8/17/22	1238	\$ 1,135.20	19th Century Prints
Alexander Mikaberidze	8/31/22	1248	\$ 3,398.70	purchase of books and prints for research
Charles Thompson	7/26/22	1225	\$ 1,407.57	Air BNB at Florence
Cheryl H White	9/15/22	1261	\$ 3,317.88	Registration and Travel to NAPA Institute Conference
Karen E James	7/26/22	1226	\$ 1,412.67	Hotel for Hawaii trip
Kyle R Blankenship	8/24/22	1244	\$ 1,283.39	Food and meals, Hotel and Airline tickets
Laura L Perdue	7/6/22	1217	\$ 1,001.85	SSM Utilities
Tami Knotts	9/7/22	1258	\$ 1,246.40	Airfare for Fall 2022 MBA International Experience
Timothy M Shaughnessy	7/6/22	1219	\$ 3,086.87	software, cell and internet monthly, membership and misc.

Appendix: Affiliated Entities Reimbursement Details

Affiliate: TAF

Payee Name	Payment Date	Amount	Purpose
Taylor Fogleman	7/14/22	\$ 3,576.87	Taylor Fogleman - interim housing at AirBNB
Katie Copeland	8/3/22	\$ 6,582.27	House rental - fall team retreat
Brian Kelly	8/4/22	\$ 4,433.28	Brian Kelly - reimburse for official visit parent social expenses
Scott Woodward	8/29/22	\$ 1,637.00	Reimburse for Baton Rouge Country Club May-June 2022 dues
Joe Sloan	8/19/22	\$ 2,533.55	Joe Sloan - reimburse for official visit parent social expenses
Katie Copeland	9/2/22	\$ 4,521.67	2022 Spring Gymnastics staff retreat - reimburse for expenses
Beth Rex	9/1/22	\$ 30,625.00	Consulting Services April - August 2022 @ \$6,125/month
Beth Rex	9/8/22	\$ 6,125.00	Consulting Services September 2022 @ \$6,125/month
Scott Woodward	9/22/22	\$ 1,626.00	Reimburse for Baton Rouge Country Club July-August 2022 dues
Katie Copeland	9/23/22	\$ 2,594.43	2022 Gymnastics team retreat - reimburse for expenses
Lindsay Leftwich	10/25/22	\$ 1,036.00	Reimburse for team entertainment at NCAA Softball tournament - Dave & Buster's
Katie Copeland	10/25/22	\$ 1,295.00	Throne Kingdom - reimburse for purchase of throne chair used in promotional shoots

LSU
Deposit and Collateral Report
For the Quarter Ended Sept 30, 2022

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	\$ 184,378,502		\$ 184,378,502	\$ 267,505,772
Cottonport Bank - LSU Ag Center	2,757,111		2,757,111	2,985,371
Capital One - LSU-A	9,719,655		9,719,655	9,719,655
St. Landry Bank - LSU-E	360,607		360,607	998,388
Campus Federal Credit Union - LSU-S		\$ 100,553	\$ 100,553	250,000
Capital One - LSU-S	34,842,777		34,842,777	35,279,826
Chase - HSCNO	117,824,776	18,600	\$ 117,843,376	152,969,310
Total	\$ 349,883,428	\$ 119,153	\$ 350,002,581	\$ 469,708,322
LSU Health Shreveport				
JPMC-Shreveport	\$ 91,310,114		\$ 91,310,114	\$ 105,018,739
JPMC-Shreveport Endowment Fds	646,794		646,794	
Total	\$ 91,956,908	\$ -	\$ 91,956,908	\$ 105,018,739
LSU Health Care Services Division				
JP Morgan Chase (HCSD)	\$ 77,905,018			\$ 103,250,000
Capital One (MCLNO Trust Fund)	5,101,146			5,198,169
Total	\$ 83,006,164	\$ -	\$ -	\$ 108,448,169
Total Requiring Collateral	\$ 524,846,500	\$ 119,153	\$ 441,959,489	\$ 683,175,230
Deposits In Trust or Federal Obligations Not Requiring Collateral				
Federated Money Markets			\$ -	
Federated Funds-Treas. Oblig. (2)	9,824,254		\$ 9,824,254	
Total	\$ 9,824,254	\$ -	\$ 9,824,254	
Total Deposits	\$ 534,670,754	\$ 119,153	\$ 451,783,743	

(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 Sept 30, 2022

Fund Description	As of 7/1/2022	As of 9/30/2022		As of 12/31/2022		As of 3/31/2023		As of 06/30/2023	
	Value	Cost	Market Value	Cost	Market Value	Cost	Market Value	Cost	Market Value
LSU Health Shreveport									
Current Funds									
Cash/Sweeps S.	\$72,856,697	\$91,310,114	\$91,310,114						
Cash/Sweeps	\$72,856,697	\$91,310,114	\$91,310,114	\$0	\$0	\$0	\$0	\$0	\$0
Treasury Notes	\$49,263,505	\$51,613,751	\$48,051,094						
Agency Securities	\$8,998,305	\$9,726,864	\$8,567,921						
Mortgaged Backed Securities	\$11,264	\$11,935	\$11,039						
Municipal Bonds	\$17,979,137	\$18,229,100	\$15,806,035						
Corporate Bonds	\$40,063,218	\$41,929,085	\$38,974,837						
Total	\$189,172,126	\$212,820,849	\$202,721,040	\$0	\$0	\$0	\$0	\$0	\$0
Endowment Funds									
Cash/Sweeps	\$621,923	\$646,794	\$646,794						
Equity Securities	\$20,243	\$7,650	\$18,241						
Mutual Funds	\$71,415,783	\$72,346,444	\$68,713,400						
Total	\$72,057,949	\$73,000,888	\$69,378,435	\$0	\$0	\$0	\$0	\$0	\$0
Grand Total	\$261,230,075	\$285,821,737	\$272,099,475	\$0	\$0	\$0	\$0	\$0	\$0
LSU HCSD									
Current Funds									
Cash/Sweeps	\$75,365,676	\$77,905,018	\$77,905,018						
Total	\$75,365,676	\$77,905,018	\$77,905,018	\$0	\$0	\$0	\$0	\$0	\$0
Other Funds									
Cash/Sweeps	\$4,878,245	\$5,101,146	\$5,101,146						
Money Market Accounts/Repos	\$8,928,436	\$8,976,730	\$8,976,730						
Equity Securities	\$424,774		\$433,058						
Total	\$14,231,455	\$14,077,876	\$14,510,934	\$0	\$0	\$0	\$0	\$0	\$0
Grand Total	\$89,597,131	\$91,982,894	\$92,415,952	\$0	\$0	\$0	\$0	\$0	\$0
System Total	\$1,117,749,896	\$1,361,015,127	\$1,236,756,545	\$0	\$0	\$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.

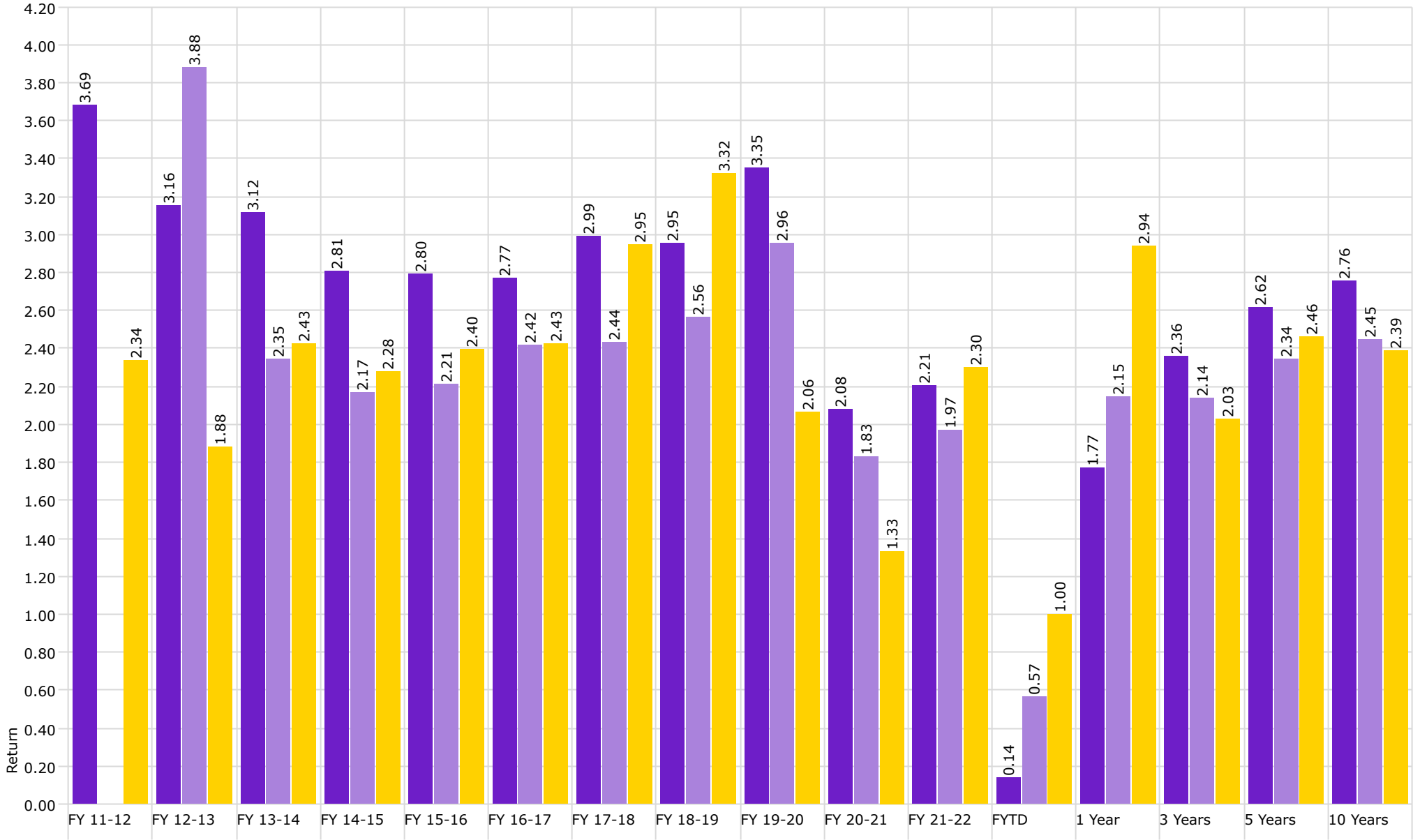
*** LSU Paid Campuses include the following: LSU, LSU Ag Center, LSUA, LSUE, LSUS, LSU Health New Orleans, and the LSU Pennington Biomedical Research Center.

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 9/30/2022



■ Non Endowed

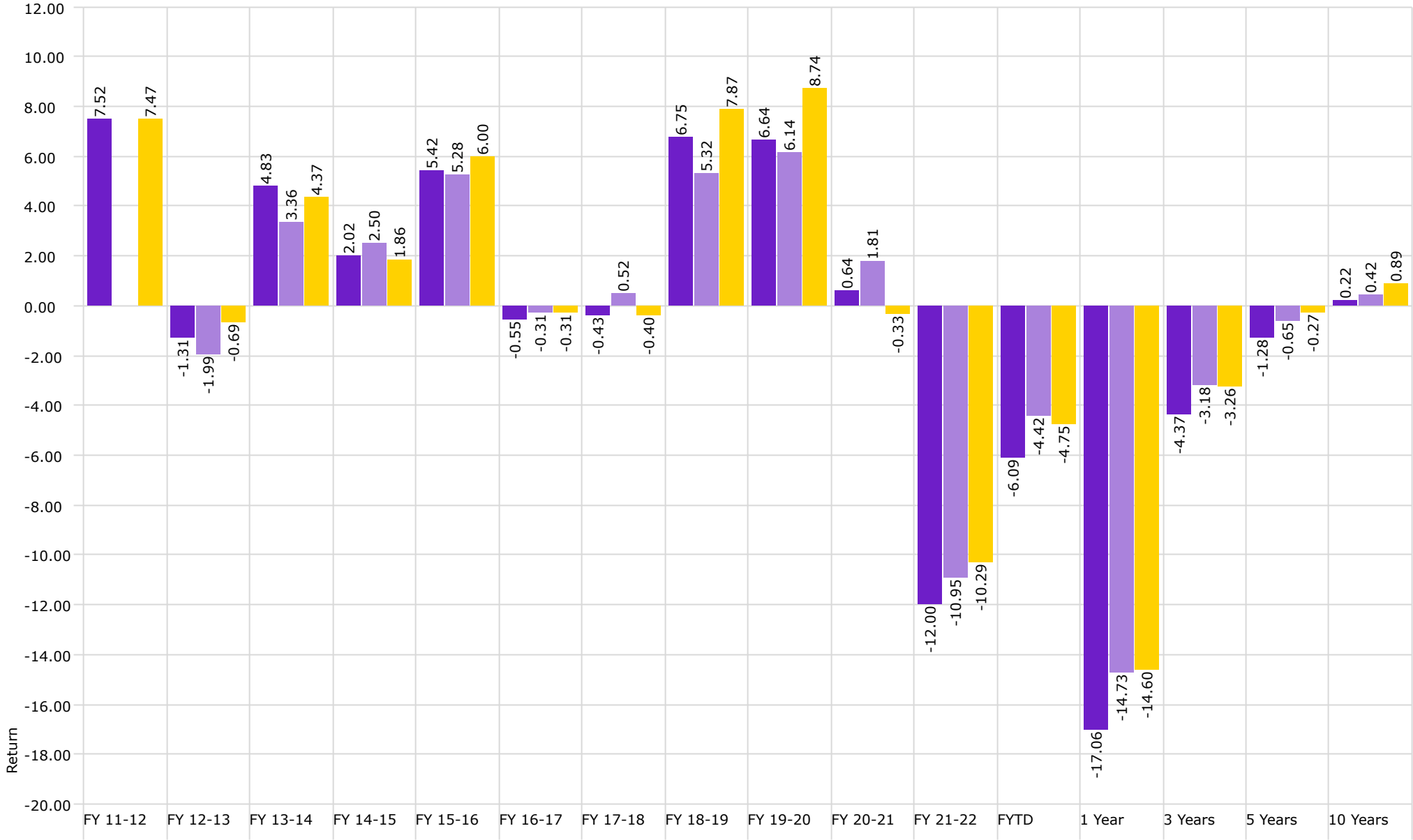
■ Health Plan

■ Barclays Aggregate Bond Index



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

As of 9/30/2022



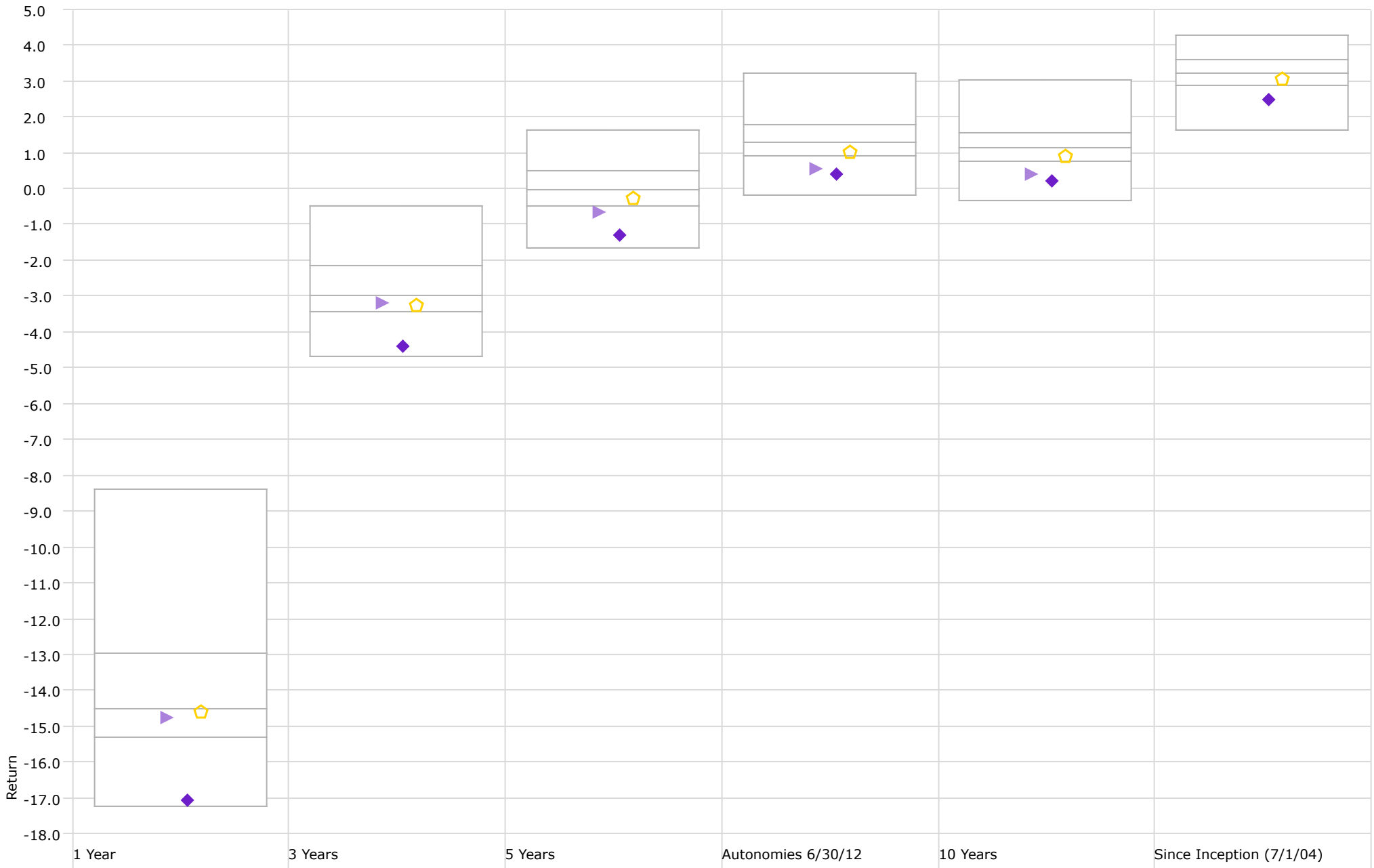
■ Non Endowed

■ Health Plan

■ Barclays Aggregate Bond Index

Performance Relative to Peer Group

Peer Group (5-95%): All Managed Investments - U.S. - Intermediate Core Bond



◆ Non-Endowed

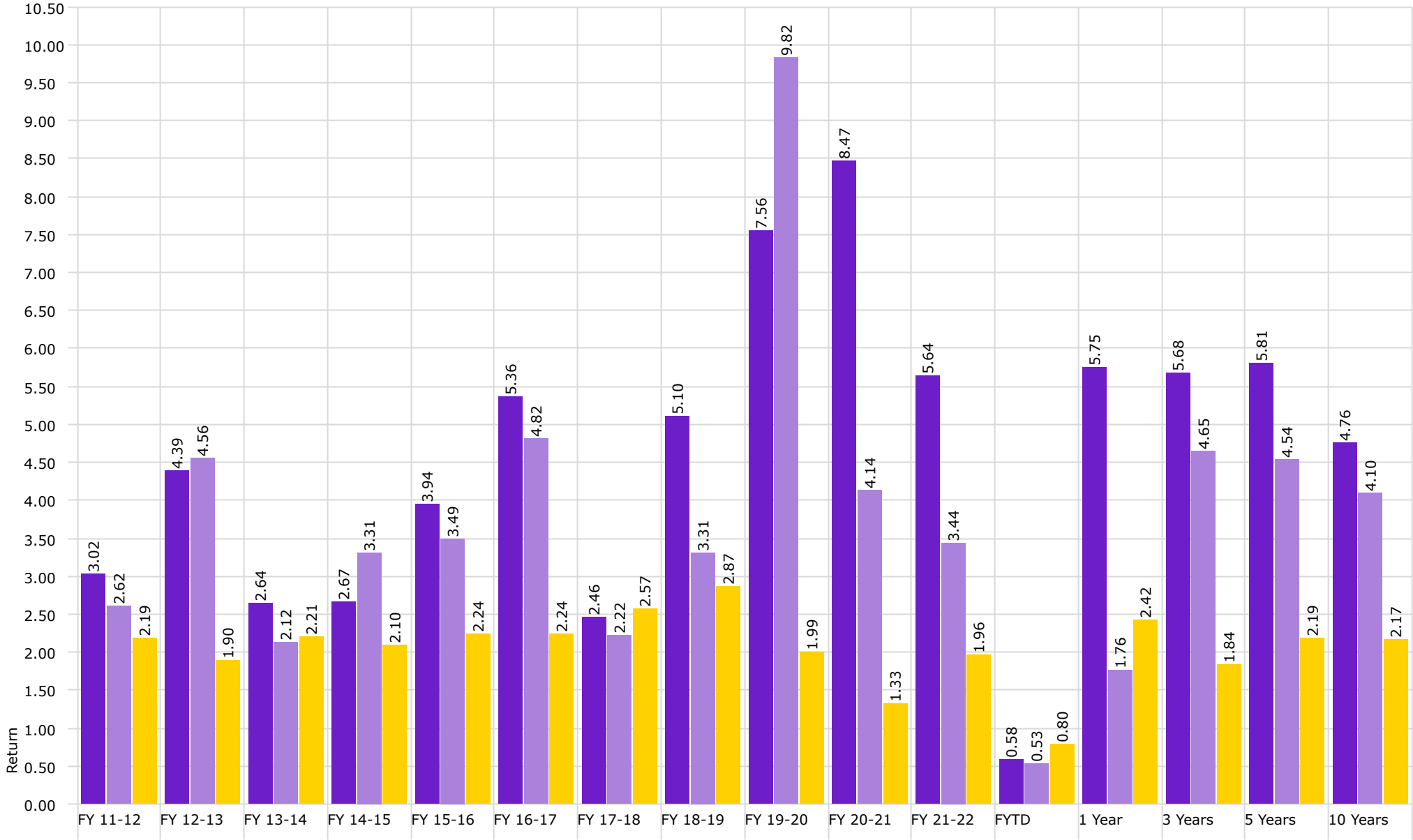
▶ Health Plan

⬠ Barclays Aggregate Bond Index



Investment Management Program Endowed Accounts **Realized Yield**

As of 9/30/2022



Endowment

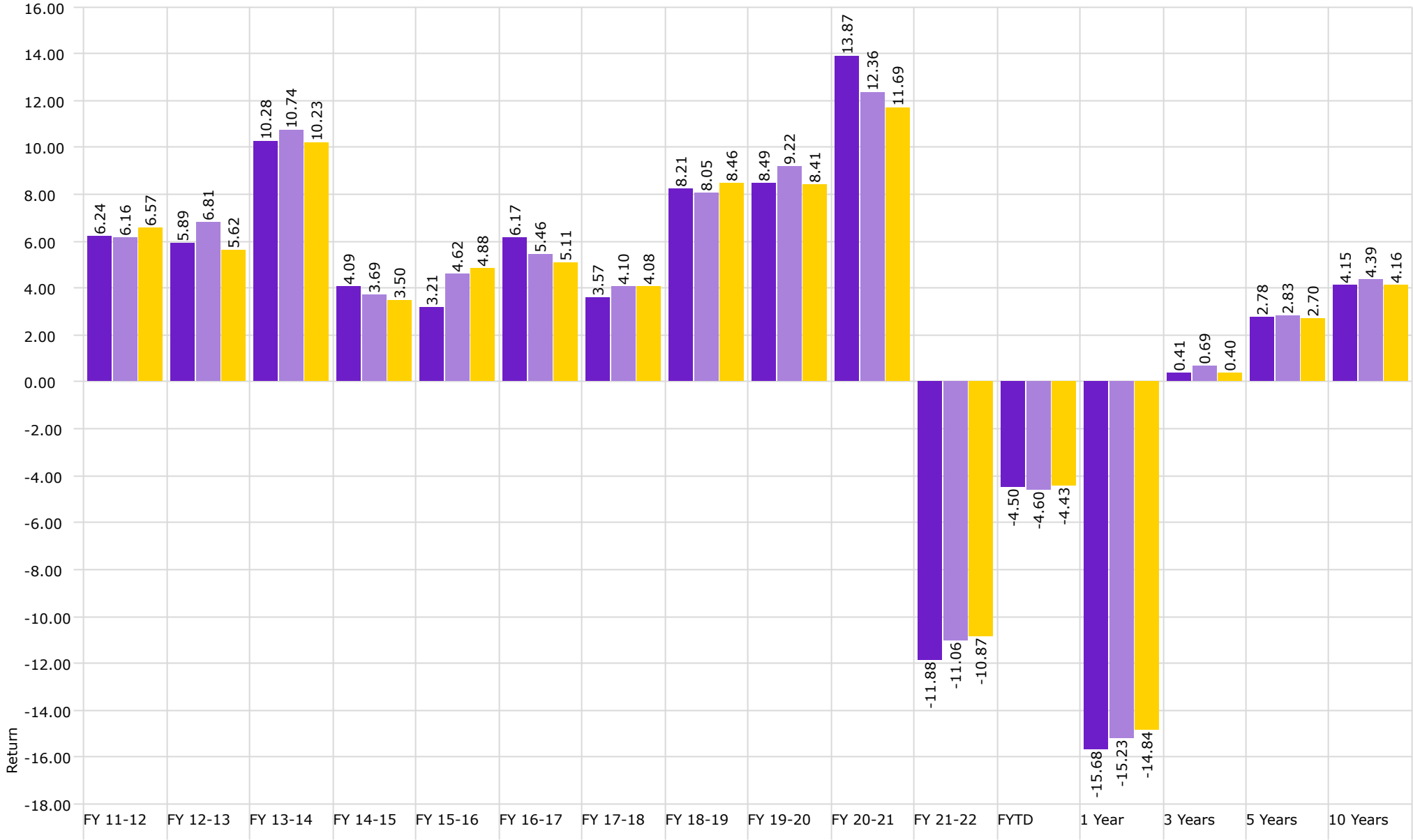
Osher

Endowed Realized Yield



Investment Management Program Endowed Accounts Total Return

As of 9/30/2022



Endowment

Osher

Endowed Benchmark



Finance & Administration

Report to the Board December 9, 2022

LSU Quarterly Supplier Diversity Spend Report for period ending September 30, 2022

	LSU & Related		LSU HSC-NO		LSU HSC-S	
<i>FY20 - Procurement Spend</i>	\$ 211,402,643.79		\$ 37,543,158.49		\$ 28,950,376.41	
<i>FY20 - Combined Tier 1 & 2 Spend</i>	\$ 21,870,953.56	10.3%	\$ 3,213,249.42	8.6%	\$ 3,262,983.40	11.3%
<i>FY21 - Procurement Spend</i>	\$ 221,585,630.99		\$ 40,536,049.30		\$ 35,771,300.74	
<i>FY21 - Combined Tier 1 & 2 Spend</i>	\$ 26,225,446.97	11.8%	\$ 4,272,209.94	10.5%	\$ 2,562,491.52	7.2%
<i>FY22 - Procurement Spend</i>	\$ 218,071,322.53		\$ 40,855,666.93		\$ 39,969,531.22	
<i>**FY22 - Combined Tier 1 & 2 Spend</i>	\$ 43,143,012.86	19.8%	\$ 12,265,994.00	30.0%	\$ 2,174,394.68	5.4%
<i>FY23 YTD - Procurement Spend</i>	\$ 52,362,848.11		\$ 13,609,008.00		\$ 7,387,028.28	
<i>FY23 YTD - Combined Tier 1 & 2 Spend</i>	\$ 10,967,391.64	20.9%	\$ 6,009,028.00	44.2%	\$ 603,242.28	8.2%

Notes:

1. Related campuses include LSU – Alexandria (LSUA), LSU – Eunice (LSUE), LSU – Shreveport (LSUS), LSU Agricultural Center (AgCenter), Pennington Biomedical Research Center (PBRC) – campuses using the Workday financial system
2. Fiscal Year 2023 figures include July 1, 2022, through September 30, 2022
3. The FY23 diverse spend totals are preliminary and are not based on LSU's official Financial Report
4. Figures do not include impact from LaCarte card purchases
5. Tier 2 Spend primarily includes master contracts. It does not reflect total spend related to subcontractors
6. Increased Tier 1 activity for LSUHSC – New Orleans as a result of purchases for new construction

******Includes newly identified diverse supplier spend based on diverse supplier cleanup efforts executed utilizing database software, Supplier.IO



Finance & Administration
Supplier Diversity Q1 Updates

1. Diverse Supplier Database (Supplier.IO-MBE)

- a. Workday and PeopleSoft supplier databases cleanup efforts are complete; Total 2,572 diverse suppliers in Workday database and 1,855 diverse suppliers in PeopleSoft database
- b. Databases to be cleansed semi-annually for ongoing supplier certification maintenance
- c. Temporary Single Sign-On access established to grant shared access to all campuses

2. Tier 2 Supplier Diversity Engagement

- a. Engaging with master contract suppliers to increase diverse supplier participation and opportunities by enhancing Workday platforms to highlight diverse products, establish custom catalogs or utilize diverse suppliers in other facets of the contract (e.g., transportation or installation services)
- b. Establishing diverse supplier subcontractor reporting requirements in contract award or re-negotiations with major contract suppliers

3. Events/Outreach

- a. Exhibitor at Baton Rouge Area Chamber (BRAC) Economic Inclusion Symposium & Baton Rouge Procurement Opportunities Partnership (BRPOP) Vendor Connect on August 18, 2022
- b. Presented to Dr. Ye-Sho Chen's Entrepreneurship classes on October 5, 2022
 - ENTR 4010-1: Sustainability & Entrepreneurship - Topic: University Lakes Project and LSU Supplier Diversity Program Efforts
 - ISDS 4160-1: Sourcing in China - Supplier Classifications and LSU Supplier Diversity Program Efforts
- c. Exhibitor at the 2022 BTR Metro 17th Annual-Business Opportunities Workshop on November 16, 2022
- d. Presenting Doing Business with LSU session for LADOTD DBE network on December 20, 2022, at 12pm
- e. Planning LSU Meet the Primes Construction Networking Event - ETA February 2023
 - Sponsored by LSU Procurement & Supplier Diversity and LSU System Facility Services Departments
 - Reverse Trade Show Style where each group below has a table
 - i. Campus Facility Services departments
 - ii. Campus Affiliates
 - iii. General Contractors
 - iv. Facilities Services Trade representatives (Project Managers)

4. Resource Partnerships

- a. *Athletics Supplier Diversity Committee* – participated in monthly committee meeting to discuss Athletic department spend and diversity efforts in the SEC; provide guidance and updates on campus diversity efforts
- b. *Women's Business Enterprise Council (WBEC) Certification Committee* – participated in monthly committee meeting to review, discuss, and vote on new/renewal applications for WBE certification
- c. *Baton Rouge Procurement Opportunities Partnership (BRPOP)* – participated in bi-monthly committee meeting to discuss procurement best practices, challenges and creating opportunities for local small businesses
- d. *LSU College of Business* – collaborated with professors to incorporate discussions on supplier diversity and doing business with LSU in entrepreneurship classes; also assisting in identifying diverse business owners to present in these classes throughout the semester
- e. *LSU Facilities Services* – participated in bi-monthly meetings to discuss FS department spend and diversity efforts; collaborating on ways to better identify diverse suppliers by trade/craft

5. Public Private Partnerships Projects

- a. Charity Hospital Redevelopment Project
 - Participating in the bi-weekly meetings to receive updates on the Charity Redevelopment Project and obtain monthly reports of DBE spend and engagement
- b. LSU Utilities Modernization Project
 - Participating in bi-weekly meetings with project DBE Compliance Committee to develop a Diverse Supplier Compliance Plan and a template for monthly reports of DBE spend and engagement and organize outreach activities
- c. LSU University Lakes Project



Finance & Administration

- Collaborating with project management to develop a Diverse Supplier Compliance Plan and a template for monthly reports of DBE spend and engagement

Diverse Suppliers recently awarded contracts exceeding \$500K

- Gaubert Oil Company Inc (Small) - Transit Bus Fuel
- SHI International Corporation (MBE, WBE) - CA Software

Diverse Suppliers recently awarded contracts exceeding \$250K

- NextSource Inc (WBE) - Contingent Labor Management Services
- Event Solutions of Louisiana LLC - Party Central (Small) - Event Equipment Rental
- Facility Automation Inc (Small) - Fire Alarm Maintenance
- SHI International Corp (MBE, WBE) - Cisco Software
- Dauterive Contractors Inc (Small) - Airboat Rental
- CORE Boiler & Mechanical Services LLC - CORE Specialty Services (MBE, WBE, DBE, Small) - Boiler Maintenance

Diverse Suppliers recently awarded contracts exceeding \$100K

- Baton Rouge Sewer & Drain Inc - Roto Rooter (Small) - Sewer Cleaning
- Baton Rouge Printing Co Inc (Small) - Mail Fulfillment
- Lawnmasters of Shreveport LLC (Small) - Grounds Maintenance
- InfoEd International Inc - InfoEd Global (Small) - Software
- Drivers License Guide Co (Small) - Classroom Materials
- ARCCO Company Services Inc - ARCCO Power Systems (Small) - Power Systems Maintenance
- Stratos Elevator Inc (Small) - Elevator Maintenance
- Guardian CPP LLC (Small) - Security Guards
- CAD Productivity Inc (Small) - Instructor
- Link Integration Group LLC (Small) - A/V Equipment
- J & W Contractors Inc (Small) - Drainage Improvements
- Lanehart INC (Small) - Painting
- CORE Boiler & Mechanical Services LLC - CORE Specialty Services (MBE, WBE, DBE, Small) - Boiler Repair
- Greenwood Asher & Associates Inc (WBE) - Search Firm