



Board of Supervisors

**CERTIFICATION OF INABILITY TO ACHIEVE IN-PERSON QUORUM
&
NOTICE TO MEET THROUGH ELECTRONIC MEANS**

Issued November 30, 2020

I hereby certify that the December 4, 2020 meeting of the LSU Board of Supervisors will be held via videoconference in accordance with La. R.S. 42.17.1. The State of Louisiana continues to operate under a state of public health emergency declared by the governor. An in-person meeting will be detrimental to health, and the meeting is required as deferral of the presidential search is viewed as causing hardship on the University. Pursuant to La. R.S. 42.17.1, the Board will provide for attendance via video or teleconference, in a manner that allows for observation and input by members of the public, including a mechanism to receive electronic comment both prior to and during the meeting, as set forth in the public notice of the meeting.

Public comments may be submitted to lsuboard@lsu.edu, and members of the public may view the meeting.

Thank you in advance for your understanding in these unusual circumstances.

/s/ Jason Droddy

Jason Droddy

Office of the LSU Board of Supervisors

LSU BOARD OF SUPERVISORS MEETING

Meeting conducted telephonically via Zoom Webinar

<https://lsu.zoom.us/j/92822920421?pwd=cFZPRs9mb0xmVWVIL0s2NXhueHpRUT09>

Friday, December 4, 2020 | 10:00 a.m. CST

- 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 LSU A&M to Establish the Bachelor of Arts in African & African American Studies
 2. Request from LSU A&M to Establish the Bachelor of Science in Business Analytics
 3. Request from LSU Health Sciences Center – Shreveport for Full, Five-Year Approval of the Center for Emerging Viral Threats as a Center for Excellence
 4. Request from LSU A&M to Award a Posthumous Degree to Ms. Katelyn Lamb
 5. Request from LSU A&M to Award a Posthumous Degree to Mr. Eber Abissai Rivas
 6. Request from LSU Eunice to Rename the Acadian Center to the Dr. Anthony Mumphrey Center
 7. Recommendation to Approve the Conferral of Degrees at the 2021 Spring Commencement Exercises
 8. Recommendation to Approve the Conferral of Degrees for Students of Online Programs for CY 2021 and Establish Anticipated Dates of Conferral
 9. Recommendation to Amend the Admissions Policies Related to Standardized Tests for a Limited Term
 10. Consent Agenda
 - a. Request from LSU Eunice to Establish the Mayci Breaux Memorial Scholarship Fund as a Two-Year Workforce Scholarship
 - b. Request from LSU Eunice to Establish the Super1 Foods Focus on the Future Endowed Scholarship as a Two-Year Workforce Scholarship
 - c. Request from LSU Eunice to Establish the Fritz Lang Endowed Scholarship as a Two-Year Workforce Scholarship
 - d. Request from LSU A&M for Continued Approval of the LSU Center for Coastal Resiliency
 - e. Request from LSU A&M for Continued Approval of the Professional Sales Institute
 - f. Request from LSU A&M to Establish Four Endowed Superior Graduate Student Scholarships
 - g. Request from LSU A&M to Augment the Carrigan Graduate Student Scholarship in History
 - B. Finance Committee
 1. Request to Approve Changes to the Competitive Thresholds for Information Technology and Consulting Services Procurements
 2. Request from LSU Shreveport to Approve an MOU with Bossier Parish Community College for Tuition Discount for Their Employees

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

3. Request from LSU Alexandria to Approve a Cooperative Endeavor Agreement with Alexandria Country Day School (ACDS) to continue operations of University Academy on the LSUA Campus
- C. Property & Facilities Committee
 1. Request from LSU A&M to Approve an Act 959 Project for UPS1 Replacement and System Upgrades at the Fred C. Frey Computing Services Center Building
 2. Request from LSU A&M to Approve the Schematic Design of the LSU Mobility Implementation - Phase 1
 3. Request from LSU Agricultural Center to Approve the Schematic Design of the Welcome Center for Burden Museum & Gardens
 4. Request to Approve Late Submissions to the FY 2021-22 Capital Outlay Budget Request and First Year Prioritized Categories for Louisiana State University
 5. Request from LSU Health Sciences Center - New Orleans to Amend Prior Authorization for the President to Determine an Acceptable University Purpose for the Purchase of Immovable Property by the LSU Health Foundation, New Orleans
 6. Request from LSU Alexandria for the LSUA Foundation to Accept a Donation of Property at 5608 Grove Lane in Alexandria, Rapides Parish, Louisiana
- D. Affiliated Organization Oversight Committee
 1. Recommendation to Approve an Affiliation Agreement with the Pennington Biomedical Research Foundation
 2. Recommendation to Approve an Affiliation Agreement with the LSU Health Foundation, New Orleans
 3. Recommendation to Approve an Affiliation Agreement with the LSU School of Medicine – New Orleans Alumni Association, Inc.
 4. Recommendation to Approve an Affiliation Agreement with the LSU HSC Foundation in Shreveport
 5. Recommendation to Approve an Affiliation Agreement with the Louisiana 4-H Foundation
- V. Reconvene Board Meeting
- VI. Approval of Meeting Minutes
- VII. Report from Chair of Presidential Search Committee and Related Matters
- VIII. Personnel Actions Requiring Board Approval
- IX. Reports from Council of Staff Advisors and Council of Faculty Advisors
- X. President's Report
- XI. Reports to the Board
 - A. 1st Quarter Informational Report
 - B. FY2020-21 1st Quarter LSU Investment Report
 - C. 1st Quarter Audit Report
- XII. Approval of Committee Reports
- XIII. Board of Supervisors Self-Evaluation
- XIV. Chair's Report
- 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

ACADEMIC & RESEARCH COMMITTEE

BOARD OF SUPERVISORS MEETING | DECEMBER 4, 2020



Board of Supervisors

Request from LSU A&M to Establish a Bachelor of Arts in African & African American Studies

Date: December 4, 2020

1. Bylaw Citation

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

- I. Any new academic degree program

2. Summary of Matter

LSU A&M is requesting approval to establish a BA in African & African American Studies. This is a reconfiguration of an existing concentration in the BA in Liberal Arts program to a full degree program. The program is designed to provide undergraduate students an historical, theoretical and methodological base, using an interdisciplinary approach. It will draw from such disciplines as Anthropology and Geography, History, English, Philosophy and Religious Studies, Political Science, Communication Studies, and Sociology. Students are required to take 9-credits in African and African American Studies (AAAS 2000; either African American Intellectual Thought (AAAS 3024) or Black Rhetorical Traditions (AAAS 3044); and Senior Seminar (AAAS 4020). Students can then select their degree in a specific area, or combination of areas, with their selection of 9 electives (no more than 3 of which can be at the 2000-level). Over the past few years, the African & African Studies program has added new courses to allow student to focus electives in various areas of interest. These new courses include the History of the Civil Rights Movement, African Americans in Sports, and the Religious Thought of Martin Luther King, Jr. and Malcolm X. AAAS coursework is imperative for making good and well-informed citizens, who would gain a full range of creative and critical thinking skills that would make them prominent on the job market and prepare them for further study in graduate and professional programs.

Calls for dismantling institutions and structures that promote and perpetuate social injustices and produce racial inequalities on a host of outcomes have come from virtually every area of country and globe. LSU students and alumni strongly desire robust investments in equity, diversity, and programming. Seven of the thirteen universities in the SEC offer an independent degree in AAAS, and one offers AAAS as a second major. As per the "Statement from the Consortium of Chairs and Directors of Black Studies in the Southeastern Conference," dated June 2, 2020,

The presence of Black Studies programs, in existence for more than five decades, is therefore essential, and increasingly so, for it offers the only space for the type of open engagement and learning dedicated exclusively to local, national, and global black experiences. We affirm that the sharing and dissemination of this kind of knowledge is necessarily activist and transformative. However, that is precisely

what our programs are intended to do – namely, attack the very systems of oppression in which the national protests are engaged: bigotry, personal prejudice, and institutionalized racism. And at the core lies the deeply engrained historical perspective continuing to plague this nation - that is, the troubling belief that Black people are less deserving of any and everything.

The African & African American Studies stand-alone degree will be of interest to traditional students interested in understanding the causes and impacts of historic and contemporary local and global systems that are structured by race. Courses will also be offered online. The college plans to develop an online degree through LSU Online, and they are confident that the online offerings are strategic and cost-effective and will likely attract individuals from many industries, including education, health, nonprofit organizations, and for-profit businesses.

African Americans are 34% of the state's population. Yet, there are no public colleges or universities in Louisiana that currently offer an independent BA in African & African American Studies (AAAS). Tulane University, a private university, is the only institution in Louisiana that offers an independent major in Africana Studies. Still, half of the courses which count toward the Africana Studies major at Tulane are found in departments, programs, and schools outside of the department, which make it largely a coordinating body that is dependent on other academic units. Currently at LSU, there are about 20 students pursuing a liberal arts degree with a concentration in African and African American Studies at LSU. Between 40 and 45 students have declared AAAS as their minor, and a dozen students are working towards the graduate minor in Africana Studies. Therefore, the proposed program projects to enroll 10 students each year for the first five years for a total of 50 majors.

Job listings in such occupations as diversity and inclusion managers, chief diversity officers, etc., are seeing a tremendous growth this year. A recent report indicated that over the last five years, there has been a 113% increase in the number of executives that hold diversity and inclusion titles in organizations, and this will only grow in the near future. Over 40% of Fortune 500 companies in the US have also recently hired diversity and inclusion executives. Even within the LSU family in 2020, positions as diversity executives are now at a majority of campuses.

3. Review of Business Plan

The number of students concentrating in African and African American Studies has increased since 2016. The number of African and African American Studies minors has also increased over the same time period. With the addition of the service-learning option and plans regarding making courses in the program part of dual enrollment, we anticipate increases in both majors and minors. The Office of Admissions is committed to promoting the proposed program during communications with local high school guidance counselors and administrators.

The program will be in African & African American Studies in the College of Humanities & Social Sciences and will not affect the present administrative structure. The current BA in Liberal Arts

concentration in African & African American Studies currently has 20 students enrolled. These students would presumably transfer over to the proposed program if they so desire.

4. Fiscal Impact

As this program already exists at LSU as a concentration, there is no additional costs associated with the reconfiguration into a degree program. The College of Humanities & Social Sciences has enough faculty and space allocation to provide for this program.

5. Description of Competitive Process

Not applicable

6. Review of Legal Documents

Not applicable

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 A&M to establish the Bachelor of Arts in African & African American Studies.



Board of Supervisors

Request from LSU A&M to Establish a Bachelor of Science in Business Analytics

Date: December 4, 2020

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.

- I. Any new academic degree program

2. Summary of Matter

LSU A&M is requesting approval to establish a BS in Business Analytics. The proposed program received a Letter of Intent waiver from the Board of Regents; therefore, the campus is submitting a full program proposal, which has been routed through the appropriate internal channels. The proposed degree will be offered to students attending the LSU A&M campus and online students from around the United States. This discipline is in high demand by employers from within and outside the state. It will provide students with practical analytics skills that are comprised of applications in the main business areas of accounting, finance, management, and marketing. This interdisciplinary program reflects the widespread applicability of analytics across various functional areas in business.

Students who graduate in this program will be embarking into a fast-growing, high-paying starting job. The national average salary for graduates of a B.S. in Business Analytics and related degrees is \$77,236 (BLS, 2020). Job postings requiring data analysis and visualization skills are in high demand and are projected to grow by 29% over the next 10 years (Burning Glass, 2017). Focused courses on data systems, statistics, machine learning, optimization, computer algorithms, marketing, consumer behavior, and big data will provide students with a quality education needed to be successful in the workforce. Each of these courses represent a skill that is in high demand nationwide.

While LSU A&M has a master's program in analytics and a graduate certificate in analytics, there is no undergraduate program that provides students with practical tools in business analytics at the university. Thus, the proposed program will fill a gap in the degree offerings and further the mission of LSU A&M. Additionally, there are currently no baccalaureate degrees in analytics in the state. However, Northwestern State University offers an undergraduate certificate (UC) and a post-baccalaureate certificate (PBC) in business analytics.

3. Review of Business Plan

The E. J. Ourso College of Business at LSU A&M currently has a general business undergraduate degree that is not housed within a specific department. The proposed business analytics degree will be similarly housed because it is interdisciplinary in nature. Many applications in financial analytics, digital marketing, HR analytics and auditing analytics use off-the-shelf software to conduct data analysis, including but not limited to MS SQL, Tableau, Power Bi from MS and Qlik and SAS. Analytics skills in addition to business domain knowledge are critical to succeeding in

a data driven business environment. Because this is an interdisciplinary degree program, the college will create a standing committee to oversee the program. The committee will be tasked with program assessment and program revision as necessary to keep current with developments in analytics.

The College has a high demand for its general business major. Many of these students might prefer a more specialized program with higher salary prospects than the general business major. Furthermore, there is demand from students who seek online programs that provide data literacy without the need to enroll in a graduate program. Therefore, enrollment projections start at 50 in year one, steadily increasing to 250 students by year five. This mirrors the current general business degree that enrolls 200-300 students every year.

4. Fiscal Impact

Adjunct faculty will be hired at \$6,000 per class to teach the three, new core analytics courses. No other additional costs will occur that are specific to the new program. Students will take courses already offered for other business degrees. For students pursuing the degree through LSU Online, revenue consists of tuition and fees of \$379 per credit hour plus fees. It is anticipated that students take at least 3 hours each module and at least six courses per year. The revenue per student per year is $\$1,137 \times 6 = \$6,822$. The fees include \$429 (student excellence fee) per six hours of classes, \$123 (academic excellence fee), and \$30 (technology fee) or \$582 in total for six hours per semester or \$1,747 per year. Thus, under this scenario each student provides \$8,569 in revenue per year. Anticipated startup costs from this program do not exceed anticipated revenues.

5. Description of Competitive Process

Not applicable

6. Review of Legal Documents

Not applicable

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 A&M to establish the Bachelor of Science in Business Analytics.



Board of Supervisors

Request from LSU Health Sciences Center- Shreveport for Full, Five-Year Approval of the Center for Emerging Viral Threats as a Center of Excellence

Date: December 4, 2020

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 – Shreveport is requesting full, five-year approval of the Center for Emerging Viral Threats (CEVT) as a Center of Excellence. The CEVT represents a central priority for the administration and faculty of LSU Health Shreveport through the engagement and intersection of critical public health needs, timely clinical and vaccine trials and delivery, needed basic science and clinical research, key SARS-CoV2 and other pathogen clinical diagnosis, important education and outreach, surveillance, and the required training of future scientists, physicians and other health related work force members. This proposal represents the culmination of the CEVT leadership and faculty’s efforts to bring a uniquely focused and critical resource to the State of Louisiana. With funding from the Emerging Viral Threats Lab (EVT Lab), community resources, LSU Health Shreveport support, along with funding and accumulated and established expertise and experience from already hired research faculty and research cores from the 15-year funded NIH Center for Biomedical Research Excellent (COBRE) grant that established the Center for Molecular and Tumor Virology (CMTV), the center is well poised to be a vital hub for the understanding, diagnosis, and treatment of current and future viral infections and disease.

The CEVT will accomplish its goals through a multidisciplinary approach that promotes collaboration among programs in basic and clinical research to enhance health in our region and across the globe. In addition, with the established and effective public health outreach, ongoing clinical and vaccine trials, vaccine delivery, and the possibility of a newly funded COBRE grant to establish the Center for Applied Immunology and Pathological Process, the CEVT has a bright future and a strongly anticipated growth potential.

The proposed CEVT is currently functioning at a high level. This point is highlighted by the EVT Lab that has performed more than 150,000 diagnostic tests since March, has tested citizens

from 58 of the 64 parishes, and actively used mobile testing to test nursing homes in 33 out of 64 parishes to reduce numbers from a rate of infection >35% to the best in the United States with levels now at <1%. Based on these strong accomplishments, coupled with the expanded public health, research, outreach, and surveillance, the CEVT will become a national and international beacon for the study and diagnosis of acute and chronic current and future viral (and other pathogens) diseases. Thus, LSUHSC-S is now proposing a center that can serve as a hub for the State of Louisiana to mitigate the current pandemic and to set up preparedness for any future pandemics. In addition, this center will become a recognized hub for much of the southern part of the United States.

In addition to education outreach as a viable mechanism to promote public health, LSUHSC-S has also established a partnership with the clinical trials office and Dr. John Vancheire (CEVT Associate Director) to work on novel treatment options as a means to bring new therapies and clinical options to Louisiana. During the COVID-19 pandemic, LSU Health Shreveport was the site of early trials with Remdesivir, with convalescent plasma therapy (through a partnership with Life Shares of Northwest Louisiana) and with Nitric Oxide therapy. They are now a primary site for the Pfizer vaccine trial. This established clinical network and ongoing inroads to expanded trials and treatment options by various companies precedes effectively because of LSUHSC-S' outreach and education plans, in house EVT Lab testing and its strike team and mobile van testing capabilities. Furthermore, the CEVT will have the capabilities to rapidly distribute SARS-CoV2 vaccine through effective and robust mechanisms to communities across the state.

Expanding access, understanding, and trust in reliable testing was critical to containment efforts and to help mitigate testing and trust disparities. To date, LSUHSC-S has worked with community partners to implement 50 community testing events, in nine LA parishes/counties (two urban and seven rural). They conducted nasopharyngeal swabs on 4,790 people in their cars or walk-ups at these 50 events. This existing relationship will enable the CEVT to provide timely, understandable, culturally appropriate, and accurate messages and approaches/strategies for community clinics and faith-based organizations.

Overall, the CEVT will engage in multidisciplinary, basic and translational research on infectious viruses, provide surveillance and detection for current and future viral threats, provide cutting edge diagnostics and access to national clinical trials, and educate physicians, scientists and the community about prevention, treatment, and the science of viral-mediated diseases. Through this Center of Excellence distinction, LSUHSC-S hopes to 1) grow the number of virology researchers on the campus and increase extramural funding to support CEVT investigator research, 2) support training in virology research and treatment, 3) promote clinical and translational research on viral-mediated disease, 4) support local public health initiatives through education and outreach, 5) set up effective public health surveillance plans that test for SARS-CoV2 and establish the infrastructure to provide surveillance and detect of future agents, and 6) establish an interactive and robust clinical trial office that allows vaccine trials, vaccine delivery, and new recruitment of novel therapies to the State of Louisiana.

3. Review of Business Plan

The CEVT Board of Directors oversees the Center and the utilization of CEVT funds. The CEVT Executive Director and Advisory Board reports to the Vice Chancellor for Research, who reports directly to the Chancellor. As current CEVT Director, Dr. Andrew Yurochko, is primarily responsible for providing effective and responsive leadership and for developing and implementing the strategic and tactical plans to maximize the effectiveness of the CEVT at LSU Health Shreveport. The Director is responsible for articulating the CEVT vision at all levels within LSU Health Shreveport and to the biomedical research community at local, state, national and international venues. The Director ensures the efficient utilization of CEVT resources, expense management and cost reduction initiatives. CEVT activities are supported by the involvement of 25 LSU Health Shreveport faculty members, including 17 Ph.D. scientists, 5 MD clinical scientists, and 3 M.D., Ph.D. scientist encompassing all 7 basic science departments and 4 clinical departments. Salaries of the faculty members affiliated with the Center are (and will continue to be) budgeted 100% to their home clinical or basic research department. The Office of Research, including Executive Director of Research Finance Mrs. Michelle Cavanaugh, will work with the CEVT Executive Director and Associate Directors in the daily management of the center, with other members of the Office of Research executive team providing direct support in the implementation of the mission and overall goals of the center.

Facilities available to investigators at LSU Health Shreveport include well equipped and staffed animal housing and care facilities (AAALAC accredited), electronic and machine shop facilities for specialized instrument development and routine maintenance, a graphic arts facility, centralized computer facility and biometry department, a well-stocked medical library, and centralized administrative (purchasing, personnel, etc.) services. The EVT Lab is housed in approximately 3,500 square feet on the entire south side of the 2nd floor of the Biomedical Research Institute. The faculty members affiliated with the Center are each allotted their own academic, clinical and laboratory spaces as dictated by their institutional appointment. At any given time, these facilities may be used to support initiatives of the proposed CEVT Center of Excellence.

Recent contributions to the proposed Center are from four separate categories: institutional support and general operations; one-time (pandemic-related) State/Federal support; clinical research; and sponsored research to CEVT faculty. In furtherance of expected gains in sponsored research, Center-affiliated faculty to date have submitted an aggregate total of \$45,058,519 in related proposals to account for pending support funding. This year, total revenue is expected to be \$8.3 million with anticipated growth up to \$13 million in Year 4. The institution has made a commitment of a minimum \$1,600,000 annually to support faculty, other personnel and related activities of the Center. Projected costs do not exceed revenues at any point.

As this is an established and working center, that was created during the pandemic and in dire need, LSUHSC-S would like to request full, five-year approval instead of one-year initial designation as a Center of Excellence since it has demonstrated that it is fully capable of acquiring funding commitments and completing program objectives.

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 for the full, five-year approval of the Center for Emerging Viral Threats as a Center of Excellence.



Board of Supervisors

Request from LSU A&M to Award a Posthumous Degree to Ms. Katelyn Lamb

Date: December 4, 2020

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

Ms. Katelyn Lamb was an LSU student pursuing a master's degree in Oceanography & Coastal Sciences. Ms. Lamb had completed a draft of her written M.S. thesis as part of her graduate defense scheduled for early August 2020. She had completed all coursework and was an exemplary student, scientist, and scholar, who had been accepted into the PhD in Oceanography & Coastal Sciences degree program at LSU after completion of the M.S. degree.

Ms. Lamb's life ended July 2020. The College of the Coast & Environment and the faculty within the Department of Oceanography at LSU considered Katelyn to be one of the College's most stellar students and was on track to become an outstanding scientist and scholar. She was a student of great promise.

3. Review of Business Plan

Not applicable

4. Fiscal Impact

Not applicable

5. Description of Competitive Process

Not applicable

6. Review of Legal Documents

Not applicable

7. Parties of Interest

The faculty of the Department of Oceanography, the Dean of the College of the Coast & Environment, the Graduate Council, Graduate School Dean, and the administration of Louisiana State University request that Ms. Katelyn Lamb be awarded the M.S. in Oceanography & Coastal Sciences posthumously this fall, having no doubt that she would have completed all program requirements in good standing. By awarding this degree, the University acknowledges Ms.

Lamb's academic achievements and provides her family with a symbol of appreciation of her talents and the life she shared with us.

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 does hereby authorize Louisiana State University to award the Master of Science in Oceanography & Coastal Sciences degree to Katelyn Lamb, posthumously, at the Fall 2020 Commencement Exercises (be they virtual or on-campus).



Board of Supervisors

Request from LSU A&M to Award a Posthumous Degree to Mr. Eber Abissai Rivas

Date: December 4, 2020

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

Ms. Eber Abissai Rivas was an LSU student pursuing a Bachelor of Architecture degree in the College of Art & Design. At the time of his death, on July 26, 2020, Mr. Rivas was in good standing, as defined by the LSU General Catalog. Though not in his final term at the time of his death, Mr. Rivas had completed most of the required coursework toward a degree in architecture. The Bachelor of Architecture curriculum is a 162-credit hour, five-year degree program. Mr. Rivas had earned a total of 134.00 credit hours at LSU and 143.00 hours overall. The equivalent of one semester of coursework, 19 credit hours, remained outstanding. Mr. Rivas was enrolled in these fall courses.

In addition to being a fifth-year student in the B.Arch five-year program, Mr. Rivas was a talented designer, student-leader, and driven individual. In the 2019-2020 academic year, Mr. Rivas served as president of the local chapter of the American Institute of Architecture Students (AIAS), a student-run organization dedicated to advancing leadership, design, and services among architecture students. He was a conscientious student, thoughtful collaborator, and emerging leader. Based upon Mr. Rivas' previous academic accomplishments and work ethic, he would have completed the remaining course hours and graduated with his class in May 2021.

3. Review of Business Plan

Not applicable

4. Fiscal Impact

Not applicable

5. Description of Competitive Process

Not applicable

6. Review of Legal Documents

Not applicable

7. Parties of Interest

The faculty of the School of Architecture, the Dean of the College of Art & Design, and the administration of Louisiana State University request that Mr. Eber Rivas be awarded the Bachelor of Architecture posthumously during the Spring 2021 term. By awarding this degree, the University acknowledges Mr. Rivas' academic achievements and provides his family with a symbol of appreciation of his talents and the life he shared with us.

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 does hereby authorize Louisiana State University to award the Bachelor of Architecture degree to Eber Abissai Rivas, posthumously, at the Spring 2021 Commencement Exercises (be they virtual or on-campus).



Board of Supervisors

Request from LSU Eunice to Rename the Acadian Center to the Dr. Anthony Mumphrey Center

Date: December 4, 2020

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 Eunice is requesting to rename the Acadian Center in honor of Dr. Anthony Mumphrey, who was the first chancellor of LSUE. The Acadian Center currently acts as the student center for the institution.

Dr. Mumphrey, a lifelong educator, WWII Veteran, and founding Chancellor of LSU-Eunice, passed away on Wednesday, April 06, 2016. Dr. Mumphrey had numerous professional accomplishments during his 94 years but would consider his wife of 65 years, his 8 children, and his lifelong commitment to the education of American youth to be the most important achievement of his lifetime. Dr. Mumphrey was born in St. Rose, Louisiana on October 9, 1921 to Joseph and Lena Mumphrey. He was the youngest of six children - one brother and four sisters. The family resided in Kenner, Louisiana, where they operated a family farm growing and selling produce at the New Orleans farmers market. Dr. Mumphrey graduated from Destrehan High School in 1939. He received his Bachelor of Science and a Master of Science degree in Vocational Agricultural Education with majors in agronomy and animal science from LSU in Baton Rouge, Louisiana.

Dr. Mumphrey began his teaching career at Enon High School in 1945 after serving three years in the U.S. Army during World War II in the Pacific Campaign. He taught at Gonzales High School from 1945 to 1957 and was principal of Dutchtown High School from 1957 to 1963. He completed work on his Ph.D. in vocational agricultural education at LSU in 1956 and was appointed dean of the newly established branch of LSU in Eunice, Louisiana in 1965. He was promoted to Chancellor of the university in 1977. Dr. Mumphrey guided planning of the campus, assembled the initial faculty and staff, and developed the administrative structure and continued to lead the university until his retirement in 1988. Dr. Mumphrey set the goal to make LSU-Eunice a comprehensive community college, serving all segments of the population in addition to traditional four-year college students.

During his more than two decades as head administrator of the college, Dr. Mumphrey worked to expand the physical facilities to accommodate the growing enrollment. His early leadership is reflected today in continued success of LSU-Eunice. In addition to his tenure with LSU-Eunice, and the various High Schools in Louisiana, Dr. Mumphrey served as a consultant or chairperson of more than 50 reviewing committees of self-studies conducted by secondary schools and

colleges and universities for the Southern Association of Colleges and Schools. He represented the State of Louisiana and the State Superintendent of Education at the National Conference of Educators held in Minneapolis, Minnesota. Dr. Mumphrey co-authored *Essential Aspects of Career Planning and Development* in 1969 with a second edition published in 1977. His book, as well as his tireless work within the educational field over his lifetime, reflected his belief that, "only through preparation can one approach their full potential". Dr. Mumphrey's commitment to education and preparation was never more evident than in the manner he and his wife, Amelie, raised their eight children. With the lessons learned, and example of two loving parents, all have achieved and are living productive and successful lives in careers of their choosing and have gone on to raise children of their own.

3. Review of Business Plan

Not applicable

4. Fiscal Impact

Not applicable

5. Description of Competitive Process

Not applicable

6. Review of Legal Documents

Not applicable

7. Parties of Interest

The LSU Eunice Naming Committee approved the request last month as has Chancellor Nancee Sorenson.

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 does hereby approve the request from LSU Eunice to rename the Acadian Center the Dr. Anthony Mumphrey Center.



Board of Supervisors

Recommendation to Approve the Conferral of Degrees at the 2021 Spring Commencement Exercises

Date: December 4, 2020

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 campuses of LSU are seeking approval of degrees to be conferred upon candidates meeting degree requirements for graduation commencement exercises whether they be virtual or on campus:

LSU A&M	May 14, 2021
Paul M. Hebert Law Center	May 28, 2021
School of Veterinary Medicine	May 10, 2021
LSU Alexandria	May 7, 2021
LSU Eunice	May 14, 2021
LSU Health Sciences Center New Orleans	May 13, 2021
LSU Health Sciences Center Shreveport	May 22, 2021
LSU Shreveport	May 14, 2021

3. Business Plan

Not applicable

4. Fiscal Impact

Not applicable

5. Description of Competitive Process

Not applicable

6. Review of Legal Documents

Not applicable

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 degrees to be conferred on candidates meeting degree requirements for graduation from the campuses of the University at 2021 spring commencement exercises on or after the dates specified herein:

LSU A&M	May 14, 2021
Paul M. Hebert Law Center	May 28, 2021
School of Veterinary Medicine	May 10, 2021
LSU Alexandria	May 7, 2021
LSU Eunice	May 14, 2021
LSU Health Sciences Center New Orleans	May 13, 2021
LSU Health Sciences Center Shreveport	May 22, 2021
LSU Shreveport	May 14, 2021



Board of Supervisors

Recommendation to Approve the Conferral of Degrees for Students of Online Programs for CY 2021 and Establish Anticipated Dates of Conferral

Date: December 4, 2020

1. Bylaw Citation

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

L. Other Significant Matters

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

2. Summary of Matter

The LSU Office of Academic Affairs is recommending approval of the conferral of degrees for students of online degree programs on the anticipated dates that follow. Online students receive their diplomas by mail; however, if they wish to participate in on-campus/virtual commencement activities, they will be permitted to do so during the next on-campus/virtual ceremony following the module of completion or according to their campus' policies.

The following degree conferral dates are recommended for LSU A&M for CY2021: March 9, May 7, July 6, August 13, October 19, and December 17.

The following degree conferral dates are recommended for LSU Alexandria for CY2021: May 7, August 15, and December 10.

The following degree conferral dates are recommended for LSU Eunice for CY2021: May 14 and December 17.

The following degree conferral dates are recommended for LSU Shreveport for CY2021: March 9, May 14, July 6, August 31, October 26, and December 17.

3. Business Plan

Not applicable

4. Fiscal Impact

Not applicable

5. Description of Competitive Process

Not applicable

6. Review of Legal Documents

Not applicable

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 conferral of degrees to students have completed their course of study in online degree programs in Calendar Year 2021 and have been recommended by the faculty to receive their degree; and

BE IT FURTHER RESOLVED, degree candidates completing their requirements may be awarded their degrees on or after by the dates provided herein:

LSU A&M: March 9, May 7, July 6, August 13, October 19, and December 17, 2021;

LSU Alexandria: May 7, August 15, and December 10, 2021;

LSU Eunice: May 14 and December 17, 2021; and

LSU Shreveport: March 9, May 14, July 6, August 31, October 26, and December 17, 2021.



Board of Supervisors

Recommendation to Amend the Admissions Policies Related to Standardized Tests for a Limited Term

Date: December 4, 2020

1. Bylaw Citation

Pursuant to Article VII, Section 1

A. General Rule

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

Since March 2020, the COVID-19 pandemic has made it exceedingly difficult for administrators of standardized tests to offer their exams. The testing locations in different areas nationally fall within zones of varying disease intensity and stages of outbreak. Testing administrators also suffered from inadequate safety measures to protect test takers. Through great effort and outreach, American higher education was able to adapt admissions criteria for the Fall 2020 semester. However, COVID-19's effect on test administration is now affecting admissions decisions for terms starting after January 1, 2021 and before fall semester 2022.

The undergraduate admissions policies of the various campus currently require the submission of a standardized test score, including the comprehensive admissions policy adopted for LSU A&M on October 4, 2018. Generally, the policies require the submission of a grade point average on the college preparatory "core" curriculum, the overall high school grade point average, and the scores from the ACT or SAT. The continued difficulty in accessing the test is causing angst among students who want to attend the campuses of the University. Additionally, the utility of standardized tests are being drawn into greater doubt among colleges nationwide, and many peers have adopted admissions options that do not require such tests.

Since the tests are difficult to administer and for students to access, and tests' usefulness is in debate nationally, the University is proposing to temporarily suspend the requirement of a standardized test for undergraduate admissions. However, the campus leadership is committed to maintaining or improving the academic profile of the entering class.

3. Review of Business Plan

Not applicable

4. Fiscal Impact

Not applicable

5. Description of Competitive Process

Not applicable

6. Review of Legal Documents

Not applicable

7. Parties of Interest

Not applicable

8. Related Transactions

Not applicable

9. Conflicts of Interest

Not applicable

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College has determined that COVID-19 has made the administration and taking of national standardized tests extraordinarily difficult and has hindered the timely admission of students across the nation; and,

BE IT FURTHER RESOLVED the Board approves the amendment of undergraduate admissions policies by removing the requirement of a standardized test score for academic sessions or terms starting during Calendar Year 2021 and terms within Academic Year 2021-22.



Board of Supervisors

Request from LSU Eunice to Establish the Mayci Breaux Memorial Scholarship Fund #2 as an Endowed Scholarship for Two-Year Workforce Scholarship

Date: December 4, 2020

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 competitive Board of Regents Endowed Two-Year Student Workforce Scholarship Subprogram provides scholarship opportunities for students on two-year campuses to enter the Louisiana workforce in the following ways: (a) train students for immediate entrance into selected, high-demand, four- and five-star jobs, including positions in nursing and allied health; and/or (b) prepare students to become job-ready in STEM fields after completing degrees on four-year campuses. Non-state contributions combined with a BoRSF match will produce permanent endowments. This subprogram replaces the Enhancement Subprogram for Two-Year Institutions. LSU Eunice is therefore requesting approval to establish the following:

- a) Mayci Breaux Memorial Scholarship Fund #2
An additional \$10,000 in contributions have been made to the existing Mayci Breaux Memorial Scholarship. This will increase the endowed scholarship for students majoring in Radiologic Technology, and LSU Eunice will apply for the additional matching funds from the BoRSF.

3. Review of Business Plan

Not applicable

4. Fiscal Impact

Not applicable

5. Description of Competitive Process

Not applicable

6. Review of Legal Documents

Not applicable

7. Parties of Interest

A memo from the campus head requesting the establishment of the scholarship is on file at the LSU Office of Academic Affairs.

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 does hereby authorize LSU Eunice to establish the Mayci Breaux Memorial Scholarship Fund #2; and

BE IT FURTHER RESOLVED that the interim President, as may be appropriate, is hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the Mayci Breaux Memorial Scholarship Fund #2.



Board of Supervisors

Request from LSU Eunice to Establish the Super1 Foods Focus on the Future Endowed Scholarship as a Two-Year Workforce Scholarship

Date: December 4, 2020

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 competitive Board of Regents Endowed Two-Year Student Workforce Scholarship Subprogram provides scholarship opportunities for students on two-year campuses to enter the Louisiana workforce in the following ways: (a) train students for immediate entrance into selected, high-demand, four- and five-star jobs, including positions in nursing and allied health; and/or (b) prepare students to become job-ready in STEM fields after completing degrees on four-year campuses. Non-state contributions combined with a BoRSF match will produce permanent endowments. This subprogram replaces the Enhancement Subprogram for Two-Year Institutions. LSU Eunice is therefore requesting approval to establish the following:

- a) Super1 Foods Focus on the Future Endowed Scholarship - \$20,000 in contributions have been made by Brookshire Grocery to establish the Super1 Foods Focus on the Future Endowed Scholarship. The scholarship will be awarded to a full-time student attending LSU Eunice, enrolled in a STEM Program, with plans to transfer to a four-year college or Allied Health program.

3. Review of Business Plan

Not applicable

4. Fiscal Impact

Not applicable

5. Description of Competitive Process

Not applicable

6. Review of Legal Documents

Not applicable

7. Parties of Interest

A memo from the campus head requesting the establishment of the scholarship is on file at the LSU Office of Academic Affairs.

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 does hereby authorize LSU Eunice to establish the Super1 Foods Focus on the Future Endowed Scholarship; and

BE IT FURTHER RESOLVED that the interim President, as may be appropriate, is hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the Super1 Foods Focus on the Future Endowed Scholarship.



Board of Supervisors

Request from LSU Eunice to Establish the Fritz Lang Endowed Scholarship as a Two-Year Workforce Scholarship

Date: December 4, 2020

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 competitive Board of Regents Endowed Two-Year Student Workforce Scholarship Subprogram provides scholarship opportunities for students on two-year campuses to enter the Louisiana workforce in the following ways: (a) train students for immediate entrance into selected, high-demand, four- and five-star jobs, including positions in nursing and allied health; and/or (b) prepare students to become job-ready in STEM fields after completing degrees on four-year campuses. Non-state contributions combined with a BoRSF match will produce permanent endowments. This subprogram replaces the Enhancement Subprogram for Two-Year Institutions. LSU Eunice is therefore requesting approval to establish the following:

- a) Fritz Lang Endowed Scholarship - \$40,000 in contributions have been made by the Fritz Lang Foundation. The scholarship will be awarded to a full-time student attending LSU Eunice, enrolled in a STEM Program with a focus in agriculture, with plans to transfer to a four-year college.

3. Review of Business Plan

Not applicable

4. Fiscal Impact

Not applicable

5. Description of Competitive Process

Not applicable

6. Review of Legal Documents

Not applicable

7. Parties of Interest

A memo from the campus head requesting the establishment of the scholarship is on file at the LSU Office of Academic Affairs.

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 does hereby authorize LSU Eunice to establish the Fritz Lang Endowed Scholarship; and

BE IT FURTHER RESOLVED that the interim President, as may be appropriate, is hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the Fritz Lang Endowed Scholarship.



Board of Supervisors

Request from LSU A&M for Continued Approval of the LSU Center for Coastal Resiliency

Date: December 4, 2020

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 continued, five-year approval of the LSU Center for Coastal Resiliency (CCR). The Board of Regents granted initial approval in 2000, and the Center has continued to receive reauthorizations since then. The Institute was established in 1999 and was then known as the LSU Hurricane Center. The Board of Regents approved the name change to its current state in April of 2016. The purpose and mission of the CCR is to foster interdisciplinary research teams working directly with stakeholders to produce transdisciplinary research outcomes on tides, wind-waves and surge, and their impact on integrated natural and human systems for past, present, and future conditions. The LSU CCR is focused on the advancement and application of computational hydrodynamic and hydrologic models to include overland flow, river discharge, tides, wind-waves, and hurricane storm surge. The Center is developing advanced systems-based models for the assessment of effects of sea-level rise. Direct benefits include better understanding of the dynamic, interrelated processes of natural and human systems and the ability to analyze impacts to the overall system at the coastal land-margin. Extensive interdisciplinary research experience enables the LSU CCR to effectively collaborate with natural and social scientists, engineers, government agencies, and stakeholders. More than 50 scientists and engineers are direct collaborators of the LSU CCR. Together they produce transdisciplinary research results and provide effective tools and products that enhance coastal resiliency. Research and outreach activities target the northern Gulf of Mexico (Louisiana, Mississippi, Alabama and Florida) and extend throughout the Gulf and East Coasts.

A focal point of the LSU CCR has been and will continue to be the development of state-of-the-art, tide, wind-wave and hurricane storm surge models for real-time forecasting. These real-time forecasting activities have been performed in conjunction with the Louisiana Sea Grant College Program and our sister center at Chapel Hill (the Department of Homeland Security / University of North Carolina Coastal Resilience Center of Excellence). The LSU CCR in conjunction with its partners has established an operational forecasting system for the coastal land-margins of Louisiana, Mississippi, Alabama, and Florida known as the ADCIRC (ADvanced CIRCulation) Surge Guidance System (ASGS) that predicts wind, waves and surge impacting the coastal land-margin during the approach and landfall of tropical cyclones based on track and wind field predictions from the National Hurricane Center. ASGS is a multi-university coastal modeling research & development effort providing operational advisory services related to impending

hurricane events. ASGS uses the ADCIRC coastal circulation model to generate near real-time storm surge guidance for updating emergency response groups effectively during a storm event. An automated workflow allows simultaneous storm surge model runs on distributed high-performance cyberinfrastructure resources of the LSU Center for Computation & Technology and LONI.

Since April 1 of 2018, the LSU CCR has been under contract with the Louisiana Coastal Protection and Restoration Authority (CPRA) to provide storm surge guidance. CPRA uses this guidance for operating the extensive tide and flood gate systems throughout Louisiana and to enable various local, state and federal emergency response teams including the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP).

Careful positioning by the LSU CCR along with changes in leadership at the Water Institute of the Gulf led to strategic negotiations and the eventual signing of a memorandum of understanding to form the Coastal/Hydrologic Consortium that includes the Water Institute, LSU, the University of Iowa and the Louisiana Sea Grant College Program. The consortium has led to active involvement of all consortium partners in the Louisiana Watershed Initiative, the submittal of an NSF Science and Technology Center proposal, a grant proposal to the National Academy of Sciences Gulf Research Program, with more joint efforts to follow. The basis for the consortium efforts on the Watershed Initiative stems in large part from compound flood modeling research to define flood hazard zones in coastal Louisiana under NSF and RESTORE Act Louisiana Center of Excellence grants to the LSU CCR.

The director of the LSU CCR is the longest running (+10 years) and largest grant awardee of the NOAA Effects of Sea Level Rise program. Those efforts alone have led to more than 50 peer-reviewed journal publications, involve dozens of faculty from no less than six universities, and graduated PhDs that are now agents of change as tenure-track faculty members and scientists at government agencies. These interdisciplinary research efforts have led to a shift in the paradigm of how sea-level rise is assessed at the coastal land-margin. The bottom line is the production of transdisciplinary research outcomes that help the stakeholder community build resilience through understanding of complicated coastal hydrodynamics and related biological behaviors from historical, present-day, and future perspectives.

3. Review of Business Plan

The LSU CCR reports directly to the Office of Research & Economic Development (ORED), and it has grown to include 57 research collaborators. Beyond the research, the new USACE \$9.3M, four-year grant includes monies to lease and occupy the entire first floor of the Center for Coastal Deltaic Solutions building (the Water Institute of the Gulf occupies the second floor), where the LSU CCR will be relocated along with the LSU Coastal Sustainability Studio. The LSU Center for River Studies building is directly across the street on the Baton Rouge Area Foundation Water Campus as is the Louisiana CPRA. This move will result in LSU having a large footprint as a major player on one of the most important issues for the state of Louisiana: coastal resiliency.

4. Fiscal Impact

There is a strong commitment to the CCR from LSU, the Louisiana Sea Grant College Program, and strong, long-term federal, state, and local funding from granting agencies. Established

revenue totals for the five-year period already exceed \$4.1M, noting that the LSU CCR only applies its 30% share of the \$9.3M, four-year USACE ACTIONS grant. Other grant proposal initiatives are in the works and will ensure that the same level of funding that has been established for the first four years will be continued into the fifth year and beyond. Costs associated with the existing revenue include salary support for a research scientist working on tide, wind-wave and surge modeling, a to-be-hired Research Assistant Professor, an ongoing Post-doctoral Associate, an administrative assistant, and partial support of the director's salary.

5. Description of Competitive Process

Not applicable

6. Review of Legal Documents

Not applicable

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 does hereby approve the request from LSU A&M for the continued, five-year approval of the LSU Center for Coastal Resiliency.



Board of Supervisors

Request from LSU A&M for Continued Approval of the Professional Sales Institute

Date: December 4, 2020

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 continued, five-year approval of the Professional Sales Institute (PSI). The Board of Regents granted initial approval in 2014, and the Center received its first reauthorization in 2015. PSI is dedicated to the education, training, and development of professional sales leaders and to the discovery and dissemination of sales knowledge. For students, the Institute provides assistance with sales education, training, and placement. Within the BS in Marketing in the E. J. Ourso College of Business, a focal component is the Professional Sales concentration, which began in the Fall semester of 2014. This concentration consists of four classes (professional sales, sales management, a sales practicum, and a sales internship). The PSI sponsors a sales team that prepares students for sales competitions hosted at universities around the country. For corporations, the Institute provides sales education, training, recruitment opportunities, and research. The PSI provides opportunities for companies with on-campus conferences, sales competitions, recruiting fairs, and other activities. The Professional Sales Institute serves businesses looking for interns and full-time professional sales employees. Finally, the Professional Sales Institute provides the opportunity for collaborative scholarly research and has a number of ongoing research projects with corporations.

The need for the PSI at LSU A&M came from many stakeholders in Louisiana not just from the university. A number of corporations and LSU alumni expressed interest in the establishment of the Institute, and with the donation of \$400,000 from James and Laura Parr, the Institute was officially created. The Professional Sales Institute has been very successful in fulfilling its stated mission. The Professional Sales concentration within the BS in Marketing program is very popular with LSU students and is the largest concentration in the E. J. College of Business. This concentration would not be possible without the financial support provided by the PSI. Almost all LSU students who graduate with a Professional Sales concentration have been able to secure jobs via the help of the PSI. Furthermore, the PSI has been very successful in providing multiple opportunities for engagement with companies in Louisiana. It has developed collaborative efforts with more than a hundred companies including AFLAC, Hewlett Packard, United Rentals, and more. Since 2015, the PSI has advised and secured 75 sales internships, placed nearly 100% of the Professional Sales concentration graduates into jobs, established job fairs, golf tournaments, sales symposiums, and sales competitions for both students and corporations/businesses.

3. Review of Business Plan

The Professional Sales Institute is located within the Department of Marketing within the E.J. Ourso College of Business; it is considered an academic institute as it guides the major and concentration into emerging topics and best practices and helps secure employment and collaboration with corporations and businesses for its students.

4. Fiscal Impact

Using a hybrid-funding model (public-private mix), most of the instructional costs for the Professional Sales concentration will be funded from the LSU Marketing Department operational budget. However, private funds (LSU foundation account) are needed to support all non-instructional costs related to the PSI (e.g., program administration, travel, marketing communications, special events, equipment, supplies, etc.). Sources of funding come from the Professional Sales Educator Endowment and the Professional Sales Excellence Fund and projected new donations from corporations and individuals alike. Costs do not exceed revenues. Future sources of funding may include the establishing of naming rights for the Institute - a method used by many universities around the nation.

5. Description of Competitive Process

Not applicable

6. Review of Legal Documents

Not applicable

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 A&M for the continued, five-year approval of the Professional Sales Institute.



Board of Supervisors

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

Date: December 4, 2020

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 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 four Endowed Superior Graduate Student Scholarship based on the donations listed:

- a) J. Lanier Yeates Scholarship in Law - \$60,000
The J. Lanier Yeates Scholarship in Law shall benefit full-time students enrolled in the Law Center. Financial need may be a consideration.
- b) Lopez Family Graduate Student Scholarship in Chemical Engineering #2 - \$60,000
The Lopez Family Graduate Student Scholarship in Chemical Engineering shall benefit full-time students pursuing a graduate degree in Chemical Engineering.
- c) Louise W. Kinney Endowed Superior Graduate Award in Opera Studies - \$60,000
The Louise W. Kinney Endowed Superior Graduate Award in Opera Studies shall benefit full-time students enrolled in the College of Music and Dramatic Arts, pursuing a graduate degree in Vocal Performance.
- d) Larry and Catherine Vollmer Superior Graduate Scholarship in Engineering - \$60,000
The Larry and Catherine Vollmer Superior Graduate Scholarship in Engineering shall benefit full-time graduate students enrolled in the College of Engineering. Financial need may be a consideration in selecting recipients.

3. Review of Business Plan

Not applicable

4. Fiscal Impact

Not applicable

5. Description of Competitive Process

Not applicable

6. Review of Legal Documents

Not applicable

7. Parties of Interest

The donor agreements are on file at the LSU Foundation.

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 does hereby approve the request from LSU A&M to establish each of the following four endowed superior graduate student scholarships:

- a) J. Lanier Yeates Scholarship in Law
- b) Lopez Family Graduate Student Scholarship in Chemical Engineering #2
- c) Louise W. Kinney Endowed Superior Graduate Award in Opera Studies
- d) Larry and Catherine Vollmer Superior Graduate Scholarship in Engineering; and

BE IT FURTHER RESOLVED that the interim President, as may be appropriate, is hereby authorized and directed to execute any documents required to obtain the matching gift and

otherwise complete the establishment of the following four endowed superior graduate student scholarships:

- a) J. Lanier Yeates Scholarship in Law
- b) Lopez Family Graduate Student Scholarship in Chemical Engineering #2
- c) Louise W. Kinney Endowed Superior Graduate Award in Opera Studies
- d) Larry and Catherine Vollmer Superior Graduate Scholarship in Engineering.



Board of Supervisors

Request from LSU A&M to Augment the Carrigan Graduate Student Scholarship in History

Date: December 4, 2020

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 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 the following Endowed Superior Graduate Student Scholarship:

- a) Carrigan Graduate Student Scholarship in History - \$1,140,000
The Board of Supervisors previously approved the establishment of the Carrigan Graduate Student Scholarship in History based on donations totaling \$900,000. Formal establishment is now being sought for the augmented Carrigan Graduate Student Scholarship in History based on additional donations of \$240,000, for combined total donations of \$1,140,000.

3. Review of Business Plan

Not applicable

4. Fiscal Impact

Not applicable

5. Description of Competitive Process

Not applicable

6. Review of Legal Documents

Not applicable

7. Parties of Interest

The donor agreements are on file at the LSU Foundation.

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 does hereby approve the request from LSU A&M to augment the Carrigan Graduate Student Scholarship in History; and

BE IT FURTHER RESOLVED that the interim President, as may be appropriate, is hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the augmentation of the Carrigan Graduate Student Scholarship in History.



Board of Supervisors

FINANCE COMMITTEE

BOARD OF SUPERVISORS MEETING | DECEMBER 4, 2020



Board of Supervisors

Request to Approve Changes to the Competitive Thresholds for Information Technology and Consulting Services Procurements

Date: December 4, 2020

1. Bylaw Citation

Pursuant to Article VII, Section 1

- 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 the Higher Education Procurement Code (formerly known as the University Pilot Procurement Code) enacted in March 2015, "Procurement of information technology software and hardware/software maintenance estimated to cost in excess of \$100,000 **or an amount as determined by the management board to be in the best interest of the university...** shall be made using the competitive methods set forth by the CPO..."

The Higher Education Procurement Code (HEPC) established the original competitive thresholds for information technology procurements at \$100,000; LAC 34: XIII.505 – Competitive Thresholds. The State recently increased their competitive threshold for information technology to \$150,000. The university seeks approval for the increased threshold in light of inflation in the industry.

Further, the university seeks approval to set the competitive threshold for Consulting Service Contracts from fifty thousand dollars (\$50,000) to seventy-five thousand dollars (\$75,000).

3. Review of Business Plan

Not applicable

4. Fiscal Impact

The university may realize some efficiencies resulting from these competitive threshold changes.

5. Description of Competitive Process

Not applicable

6. Review of Legal Documents

The Office of General Counsel has reviewed relevant portions of the Higher Education Procurement Code.

7. Parties of Interest

LSU campuses utilizing the HEPC.

8. Related Transactions

Not applicable

9. Conflicts of Interest

None

10. Attachments

None.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College approves increasing the competitive thresholds for information technology and consulting services procurements to \$150,000 and \$75,000, respectively.



Board of Supervisors

Request from LSU Shreveport to Approve an MOU with Bossier Parish Community College to Provide an Employee Tuition Waiver

Date: December 4, 2020

1. Bylaw Citation

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

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

2. Summary of Matter

LSU Shreveport seeks to assist Bossier Parish Community College (BPCC) in its efforts to maintain SACSCOC accreditation by providing a 50% tuition waiver to qualified BPCC employees who wish to enroll in an LSUS program.

3. Review of Business Plan

The tuition waiver will be available only to full-time BPCC employees and can only be applied to a maximum of 6 credit hours per semester. Waivers can be used for undergraduate or graduate courses. The individual must apply and be admitted to the LSUS program. The waiver only applies to tuition and the students will be assessed fees at the full amount.

4. Fiscal Impact

It is unknown how many employees at BPCC will take advantage of the reduced tuition cost, but in order to assist in credentialing their faculty, and building positive relationships within the community this MOU will be of tremendous assistance.

5. Description of Competitive Process

Not applicable

6. Review of Legal Documents

Not applicable

7. Parties of Interest

LSU Shreveport, Bossier Parish Community College

8. Related Transactions

Not applicable

9. Conflicts of Interest

None.

10. Attachments

- I. LSUS & BPCC Employee Tuition Waiver MOU.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the request from LSU Shreveport for a 50% tuition waiver for employees of Bossier Parish Community College meeting certain criteria.

BE IT FURTHER RESOLVED that the Board of Supervisors does hereby authorize the President, or his designee, to execute the MOU between LSUS and BPCC providing for 50% tuition waivers for full-time BPCC employees.

LOUISIANA STATE UNIVERSITY SHREVEPORT
AND
BOSSIER PARISH COMMUNITY COLLEGE

Memorandum of Understanding for Consideration of Reduced Tuition

BACKGROUND: LOUISIANA STATE UNIVERSITY SHREVEPORT (LSUS) and BOSSIER PARISH COMMUNITY COLLEGE (BPCC) provide higher education opportunities to the citizens of north Louisiana and beyond. Further, to meet SACSCOC accreditation criteria, BPCC employees must hold certain higher education credentials; and, LSUS offers educational programs that BPCC employees may complete in order to meet SACSCOC requirements. Therefore, LSUS seeks to assist BPCC in its efforts to maintain SACSCOC accreditation by providing certain tuition waiver benefits to qualified BPCC employees who wish to enroll at LSUS.

The following will apply to the Memorandum of Understanding (MOU):

1. Full-time faculty and staff of BPCC may enroll at Louisiana State University Shreveport for undergraduate or graduate courses at a reduced tuition rate plus applicable fees.
2. The following conditions apply to BPCC employees enrolling at LSUS:
 - a. The BPCC employee must be employed on a full-time basis at BPCC.
 - b. The BPCC employee must submit an application for admission to LSUS and pay the appropriate application fee.
 - c. The BPCC employee will be subject to normal admission requirements for enrollment in the LSUS program.
 - d. The BPCC employee will adhere to LSUS policies and procedures.
 - e. Enrollment at LSUS requires an approved MOU between the LSUS Chancellor and the Chancellor of BPCC.
 - f. BPCC employees may register for up to six (6) hours per semester (including the summer term) at a reduced rate of 50% of the normal cost per credit hour plus all fees.
 - g. BPCC employees may register for a maximum of six (6) credit hours (either undergraduate, graduate, or a combination of undergraduate and graduate) per semester (including the summer term).
 - h. BPCC employees will be assessed certain fees that are not waived, such as the academic excellence fee, operational fee, technology fee, online fee, and energy surcharge fee. As they are implemented, the BPCC employees may also be assessed new mandatory fees that are not eligible for waiver.
 - i. The MOU applies only to courses for which regular tuition and fees are assessed, including on-campus courses, extension courses, and online courses.
3. The effective date of this MOU is January 1, 2021.
4. This MOU may be reviewed for renewal periodically.

Dr. Larry Clark

Dr. Rick Bateman, Jr.

Date

Date

Through a Memorandum of Understanding between Louisiana State University Shreveport (LSUS) and Bossier Parish Community College (BPCC), the following applies to BPCC employees seeking reduced tuition:

- The employee must be employed full-time at BPCC.
- The employee may register at LSUS for up to six credit hours per semester (including the summer term) at a 50% reduced tuition rate per credit hour for undergraduate and graduate courses. These rates apply only to courses for which regular tuition and fees are assessed.
- The employee will be assessed certain fees that are not waived, such as academic excellence fee, operational fee, technology fee, energy surcharge fee, online fee, or other fees.

Semester/Term _____ Academic Year _____

Name _____ BPC ID/SSN _____ Full-Time _____

Rank or Title _____ Department _____

Are you seeking a degree at LSUS? _____ YES _____ NO

If yes, indicate degree/major _____

If no, what credential/certification are you pursuing? _____

Course Section	Credit Hours	Course Applicable to Degree/Credential?
_____	_____	_____
_____	_____	_____

Approved:

 Lesa Taylor-Dupree: Vice Chancellor for Academic Affairs
 Bossier Parish Community College

 Date

 Helen Taylor: Provost & Vice Chancellor for Academic Affairs Date
 Louisiana State University Shreveport



Board of Supervisors

Request from from LSU Alexandria to Approve a Cooperative Endeavor Agreement with Alexandria Country Day School (ACDS) to continue operations of University Academy on the LSUA Campus

Date: December 4, 2020

1. Bylaw Citation

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

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

2. Summary of Matter

LSU Alexandria (LSUA) proposes to enter into a Cooperative Endeavor Agreement with Alexandria Country Day School (ACDS) for a public purpose pursuant to Article VII, section 14(C) of the Constitution of the State of Louisiana. Under the terms of the agreement, ACDS will take over operations of University Academy of Central Louisiana (UA), a private school which has been operating on the LSUA campus since the fall of 2014. On average, UA has 200 students in grades 9 through 12, with the majority of these enrolled in both high school and college courses through the LSUA dual enrollment program.

The current partnership with UA has been successful both in terms of academics and from a financial perspective. Each year, LSUA receives an average of \$300,000 in unrestricted operating revenue from UA in exchange for providing classroom and office space in Oakland Hall - a building that LSUA was no longer using when the CEA was put in place in 2014. All UA juniors and seniors, in addition to the majority of 9th and 10th grade students are enrolled in dual enrollment classes on the LSUA campus. These students attend class with other LSUA students and are immersed in the college environment. Most UA students graduate high school with at least 30 hours of college credit, with many over 45 hours and some graduating from both high school and college with an associate degree within the same week. The Chancellor's Award, two awards given at each commencement ceremony to the graduate with the highest GPA for associate and baccalaureate degree seeking students, has been awarded to a University Academy high school graduate for the last three years.

Earlier in fall 2020, UA and ACDS began discussing a merger. ACDS is an established institution with high academic standards. The merger will allow ACDS to extend its offerings to high school students. Considering that ACDS has been rooted in the Alexandria community since 1969, and its longstanding academic reputation, LSUA certainly wishes to extend the offer of remaining on the LSUA campus after the merger. ACDS will have grades PreK-8 on its current campus and will operate the University Academy high school, grades 9 through 12, in its current location on the LSUA campus.

The specifics of the arrangement and operational guidelines are outlined in the attached agreement. The Dual Enrollment program is not exclusive to University Academy students as LSUA has multiple dual enrollment agreements with local high schools.

The initial term of the renewed CEA will be ten years, with an option to renew for an additional ten years upon mutual agreement of both LSUA and ACDS.

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

There is no cost to LSUA or LSU to renew the agreement. Facilities have been previously established and are currently in use by University Academy.

Annual gross revenue is estimated between \$300,000 to \$350,000 – dependent upon the year. Complete financial terms are outlined in article III of the attached agreement.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

The Cooperative Endeavor Agreement has been reviewed and approved by the LSU Office of General Counsel.

7. Parties of Interest

LSU Alexandria, University Academy of Central Louisiana, and Alexandria Country Day School.

8. Related Transactions

Not applicable.

9. Conflicts of Interest

None.

10. Attachments

1. Cooperative Endeavor Agreement

RESOLUTION

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 LSU, or his designee, to execute the proposed cooperate endeavor agreement between LSUA and the Alexandria Country Day School (ACDS), under which ACDS will be allowed to continue operations of University Academy on the LSU Alexandria campus as outlined.

BE IT FURTHER RESOLVED that the President of LSU, or his designee, be and he is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, 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.

COOPERATIVE ENDEAVOR AGREEMENT

This Cooperative Endeavor Agreement (“Agreement”) is made and entered into this 1st day of January, 2021, by and between The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, through Louisiana State University at Alexandria, hereinafter referred to as “LSUA,” and Alexandria Country Day School, previously known as University Academy of Central Louisiana, officially domiciled at Alexandria, Louisiana, hereinafter referred to as “Academy.”

WITNESSETH:

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

WHEREAS, LSUA has the authority to enter into this Agreement, as evidenced by its government-designated role as an institution of higher learning within Louisiana State University, a public university of the State of Louisiana, and

WHEREAS, the public purpose for this Agreement is to allow Academy to support Academy’s students enrolled in LSUA’s Dual Enrollment program and to promote LSUA through the operation of the Academy on the LSU Alexandria campus, and

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

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation;

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

ARTICLE I SCOPE OF SERVICES

1.1 **Tuition and Fees:** Academy intends to operate a private academy at the facilities provided by LSUA pursuant to this Agreement. Academy is solely responsible for the academic programs provided to its students and is solely responsible for setting and collection of tuition and fees for its students.

1.2 **Dual Enrollment with LSUA:** Each eligible Academy student who has completed the required prerequisites will be eligible to enroll in dual enrollment courses with LSUA in the Dual Enrollment Program at no additional cost above those specified by Article III of this Agreement. LSUA maintains sole discretion, control and authority over the operation of the Dual Enrollment program and the prerequisites and academic coursework required in the Dual Enrollment program.

1.3 **Academic Offerings:** Academy shall maintain full authority over all non-Dual Enrollment academic courses and offerings of Academy. LSUA shall have no input in or responsibility for Academy academic curriculum, courses or offerings.

1.4 **Student Conduct:** Academy shall monitor and be responsible for the conduct of its students on LSUA's campus. Academy shall assure that its students, their relatives and friends, and others present on LSUA's campus because of the location of the Academy, do not engage in conduct on LSUA's campus that disrupts or otherwise interferes with the educational, recreational, social, and other activities of LSUA students.

1.4.1 Academy shall provide its students, at the time of their enrollment, with a Code of Student Conduct approved by LSUA that includes language enforcing all policies and procedures of LSUA.

1.4.2 LSUA shall be responsible for, and will handle, all student code of conduct issues for Dual Enrollment students when the event or issue arose during an official LSUA class or sponsored event.

1.4.3 Academy shall be responsible for, and will handle, all student code of conduct issues for non-Dual Enrollment students regardless of location and timing of issue in question.

1.5 **Parking, Events and Facility Usage:** Academy is allowed the opportunity to use LSUA facilities for purposes consistent with this Agreement.

1.5.1 Academy may schedule LSUA facilities, through the LSUA Event Reservation System, for any campus space not already reserved or otherwise in-use.

1.5.2 Academy shall be responsible for any damages to LSUA facilities during use and shall leave all LSUA facilities clean and organized after all Academy events.

1.5.3 Academy shall be responsible for police and janitorial support for all Academy athletic events scheduled outside of normal business hours (Mon-Fri, 8:00 AM to 4:30 PM).

1.5.4 Academy will be assigned a parking lot(s) for employees and students. The designated lot(s) are subject to mutual agreement of the parties. Parking shall be sufficient for Academy's employees and students.

1.5.5 Academy may allow its senior level students to paint pre-assigned parking spaces. Each space must be returned to black with yellow striping at the end of each school year. Academy is responsible for painted content approval with the understanding that any painted content not violate LSUA policies.

1.5.6 Academy and its students are subject to all LSUA parking policies and restrictions.

ARTICLE II DELIVERABLES

2.1 **Facility Assignment:** LSUA agrees to allow Academy exclusive use of all usable classroom, office and storage space in Oakland Hall. The allocation of any additional dedicated space to Academy by LSUA will require a separate written agreement.

2.1.1 Academy may maintain office and administrative functions within allocated space as well as providing non-Dual enrollment course offerings in all allocated classroom space. For the duration of this agreement, LSUA will not allocate any other LSUA space for K-12 classroom or academic offerings.

2.1.2 Any modification, upgrade, and/or renovation to an LSUA facility will require the written approval of LSUA and will require compliance with state and University policies and guidelines. Any improvements to LSUA property by Academy shall become the property of LSUA upon termination of this Agreement.

2.1.3 LSUA, in coordination with the LSUA Alexandria Athletic Department, will grant access to athletic facilities on dates and times mutually agreed upon by the Academy and LSUA. LSUA shall have priority use of its own athletic facilities and resources, all of which shall remain at all times under control of LSUA. When not in use by LSUA, Academy shall have priority use of all LSUA-owned Athletic Facilities over other non-LSUA organizations.

2.2 **Campus-Based Services:** LSUA shall allow Academy and its students to use the LSUA library and other campus-based services including, but not limited to, campus ID Card Services, the University Bookstore and Cafeteria Meal Plans, as needed by the Academy. Any new or additional services must be mutually agreed upon by LSUA and Academy.

2.3 **Technology Support:** LSUA shall provide normal technological support for LSUA-owned and operated equipment and systems. All IT support contracted by the Academy shall be at the same level provided by LSUA to other departments of LSUA.

2.3.1 Academy shall be responsible for the cost of installing technology and equipment for use by only the Academy. LSUA shall provide assistance and guidance to ensure that all new equipment is compatible with LSUA networks and standards;

2.3.2 LSUA shall provide limited technological support for all equipment and/or other technology purchased by the Academy only if such property was approved by LSUA IT staff prior to purchase and is compatible with LSUA networks and standards;

2.3.3 In the event that technological support, provided on Academy owned equipment and/or technology, results in damages or data loss; Academy agrees to defend, indemnify, and hold harmless LSUA and its employees from all liability, claims for damages, and claims for loss regardless of causation.

2.4 **Dual Enrollment:** LSUA shall provide advising and registration assistance to Academy students who have completed the required prerequisites and who wish to enroll in LSUA

Dual Enrollment program. The extension of the Dual Enrollment program to Academy students is non-exclusive. LSU reserves the right to extend such agreements to other schools and school districts.

**ARTICLE III
PAYMENT TERMS**

3.1 **Financial Terms:** In consideration of the services provided in this Agreement, Academy hereby agrees to the following fee schedule, payable by Academy to LSU, for each student enrolled with Academy and attending school on LSU’s campus. Payments are due on per enrolled student, per semester. Payments are only due for the fall and spring semesters.

Year	Amount	% Increase	Year	Amount	% Increase
Year 1	\$700.00		Year 6	\$850.00	3.03%
Year 2	\$725.00	3.57%	Year 7	\$875.00	2.94%
Year 3	\$750.00	3.45%	Year 8	\$875.00	0.00%
Year 4	\$800.00	6.67%	Year 9	\$875.00	0.00%
Year 5	\$825.00	3.13%	Year 10	\$875.00	0.00%

3.2 **Census:** Academy agrees to provide LSU with a named list of enrolled students as of LSU semester census-day. The list of enrolled students shall be provided within 15 days of census day. Once received, LSU will invoice the Academy based on the number of enrolled students. An enrolled student is defined as any student who (a) has been admitted to Academy; (b) is enrolled in classes with the Academy, including both Dual Enrollment and Non-Dual Enrollment students; **and** (c) attending classes located at, or in the case of some Dual Enrollment classes, online with, LSU.

3.2.1 Should Academy admit, and subsequently enroll, students after LSU Census Day, Academy will provide a named list of additional students as of the last day of each month. LSU will invoice Academy in the following month for additional students based on a pro-rated fee determined by the number of days attended. Fall and Spring semesters are 120 calendar days.

3.2.2 Payments to LSU shall be made within 30 days of the receipt of invoice.

3.2.3 Should LSU submit any past due amounts to the Louisiana Attorney General for collection, Academy agrees that such amounts will be subject to reasonable attorneys’ fees of not less than 25 percent of the amount due.

3.3 **Additional Costs:** No costs or expenses incurred by Academy in performance of this Agreement shall be reimbursed by or paid by LSU unless agreed upon in writing by both parties.

**ARTICLE IV
TERMINATION FOR CAUSE**

LSUA may terminate this Agreement for cause based upon the failure of the Academy to comply with the terms and/or conditions of the Agreement; provided that LSUA shall give the Academy written notice specifying Academy's failure. If within sixty (60) days after receipt of such notice, Academy has either not corrected such failure or, in the case of failure which cannot be corrected in sixty (60) days, has begun in good faith to correct said failure and thereafter has proceeded diligently to complete such correction, then LSUA may, at its option, place Academy in default and the Agreement shall terminate on the date specified in such notice. LSUA may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of Academy to comply with the terms and conditions of this Agreement; provided that LSUA shall give the Academy written notice specifying the Academy's failure and a reasonable opportunity for the Academy to cure the defect.

**ARTICLE V
TERMINATION FOR CONVENIENCE**

This section intentionally left blank.

**ARTICLE VI
REMEDIES FOR DEFAULT**

6.1 In the event of default by either party, the aggrieved party shall have all rights granted by the general laws of the State of Louisiana.

6.2 Upon termination of this Agreement for whatever reason, Academy shall remain liable for all amounts due and owing LSUA under Article III of this Agreement, including any prorated amounts.

**ARTICLE VII
OWNERSHIP OF WORK PRODUCT, CONFIDENTIALITY AND COPYRIGHT**

7.1 All work product, including records, reports, documents and other material delivered or transmitted to the Academy by LSUA, shall remain the property of LSUA, and shall be returned by the Academy to LSUA, at the Academy's expense, at termination or expiration of this Agreement. All work product, including records, reports, documents, or other material related to this Agreement and/or obtained or prepared by Academy in connection with performance of the services contracted for herein, shall become the property of LSUA, and shall, upon request, be returned by Academy to LSUA at the Academy's expense at termination or expiration of this Agreement. LSUA shall not be restricted in any way whatsoever in the use of such material.

7.2 Furthermore, at any time during the term of this Agreement, and finally at the end of this engagement, LSUA shall have the right to require the Academy to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement within thirty (30) days of receipt of written notice issued by LSUA.

7.3 The above referenced work product shall be held confidential by the Academy and LSUA and shall not be shared with any other entity without the express consent of the Academy or LSUA.

7.4 No work product, including records, reports, documents, memoranda or notes obtained or prepared by the Academy under this Agreement shall be the subject of any copyright or application for copyright on behalf of the Academy.

ARTICLE VIII ASSIGNMENT

Academy shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of LSUA.

ARTICLE IX AUDIT CLAUSE

It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of inspecting and auditing all data, records and accounts of the Academy which relate to this Agreement, upon request. Academy shall maintain all books and records pertaining to this Agreement for a period of four years after the termination of this Agreement.

ARTICLE X AMENDMENTS IN WRITING

Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and executed by all parties.

ARTICLE XI FISCAL FUNDING (NON-APPROPRIATION) CLAUSE

In the event funds are not budgeted or appropriated in any fiscal year for operation of facilities relevant to this Agreement for the then current or succeeding fiscal year, this Agreement shall impose no obligation on LSUA as to such current or succeeding fiscal year, and said Agreement shall become null and void, and no right of action shall accrue to the benefit of the Academy, its successors or assigns for any further obligation on the part of LSUA.

ARTICLE XII TERM OF AGREEMENT

The term of this Agreement shall commence on the date first above written and shall continue in effect until June 30, 2030, unless sooner terminated pursuant to this Agreement.

**ARTICLE XIII
DISCRIMINATION CLAUSE**

Academy agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, as amended, the Age Act of 1975, as amended, and Academy agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended. Academy agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Academy acknowledges and agrees that any act of unlawful discrimination committed by Academy, or any other failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

**ARTICLE XIV
INDEMNIFICATION; INSURANCE**

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

14.2 Academy agrees to purchase and maintain professional liability and commercial general liability insurance of a minimum of \$2,000,000 each combined single limits coverage per occurrence for Personal Injury, Property Damage or other damage, injuries or claims for those incidents in which the occurrence is the result of the negligence of the Academy, its officers, directors, agents, or employees in the performance of this Agreement or Academy's operation and use of the facilities under this Agreement. Academy agrees to make LSUA an additional insured on its commercial general liability insurance and to provide LSUA with proof of coverage which includes the requirement of notice by the Academy's insurer of any discontinuation of coverage of LSUA. This insurance requirement in no way limits the indemnity obligation provided herein.

**ARTICLE XV
PARTIAL INVALIDITY; SEVERABILITY**

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

ARTICLE XVI
ENTIRE AGREEMENT; MODIFICATION

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

ARTICLE XVII
GOVERNING LAW

The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

ARTICLE XVIII
LEGAL COMPLIANCE

LSUA shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (La. R.S. 42:1101, *et seq.*) in carrying out the provisions of this Agreement.

ARTICLE XIX
RELATIONSHIP BETWEEN THE PARTIES; EXCLUSION OF BENEFITS

19.1 The relationship between Academy and LSUA shall be, and only be, that of an independent contractor and neither the Academy nor any of its employees or students shall, by virtue of this Agreement, be construed to be an employee, agent, partner of, or in joint venture with, LSUA.

19.2 LSUA and Academy expressly agree that Academy is an independent contractor as defined in La. R.S. 23:1021(7) and, as such, expressly agree that LSUA shall not be liable to the Academy or to anyone employed by Academy for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana.

19.3 LSUA and Academy expressly declare and acknowledge that Academy is an independent contractor and, as such, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only (a) Academy has been and will be free from any control or direction by LSUA over the performance of the services covered by this Agreement; (b) the services to be rendered by Academy are outside the normal course and scope of LSUA's usual business; and (c) Academy is customarily engaged in an independently established trade, occupation, profession, or business. Consequently, neither Academy nor anyone employed or contracted by Academy shall be considered an employee of LSUA for the purpose of unemployment compensation coverage.

**ARTICLE XX
FORCE MAJEURE**

Neither party to this Agreement shall be responsible to the other party hereto for any failure or delay in performing any obligation under this Agreement that is due to any of the following causes, to the extent beyond the reasonable control of the party: acts of God, riots, war, terrorist act, epidemic, pandemic, quarantine, civil unrest, breakdown of internet or communication facilities, natural catastrophes such as hurricanes or tornadoes, fire or explosion.

**ARTICLE XXI
EMPLOYMENT OF STATE PERSONNEL**

21.1 Academy certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of the State of Louisiana.

21.2 LSUA certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of the Academy.

**ARTICLE XXII
COVENANT AGAINST CONTINGENT FEES**

Academy warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for Academy, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for Academy any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, LSUA shall have the right to annul this Agreement without liability.

**ARTICLE XXIII
NOTICES**

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

Dr. Paul Coreil, Chancellor
Louisiana State University at Alexandria
8100 Hwy 71 South
Alexandria, LA 71302

Natalie Monroe, Board Chair
Alexandria Country Day School
NEED VALID ADDRESS
Alexandria, LA 71302

THUS DONE AND SIGNED this ____ day of December, 2020.

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

By: _____
Thomas C. Galligan, Jr., Interim President

ALEXANDRIA COUNTRY DAY SCHOOL

By: _____
Natalie Monroe, Chair



Board of Supervisors

PROPERTY & FACILITIES COMMITTEE

BOARD OF SUPERVISORS MEETING | DECEMBER 4, 2020



Board of Supervisors

Request from LSU A&M to Approve an Act 959 Project for UPS1 Replacement and System Upgrades at the Fred C. Frey Computing Services Center Building

Date: December 4, 2020

1. Bylaw Citation

Pursuant to Article VII, Section 1

E. Capital Improvements

2. Summary of Matter

LSU Planning, Design, and Construction is requesting project approval to replace the Uninterrupted Power Supply System (UPS1) at the LSU Frey Building. The Frey Data Center built in 1995-96 near the core of the LSU Campus is the primary computing facility for LSU and it supports other state entities. Over the past 24 years, computing and its associated facility systems have both taken exponential leaps from a technological point of view. Frey's original 500 kW UPS1 has not been upgraded and has exceeded its projected end-of-life. Installed when the building was built, the system can no longer be held under a maintenance contract. This is a critical, single point of failure that protects a large portion of the Data Center equipment from power loss. A failure of this system will cripple about half of the computing power of the entire facility. It could permanently fail at this stage in its life creating a substantial challenge both operationally and financially.

The scope of work will involve:

- a. Replacing the existing 24-year-old 500kW Rotary UPS system and associated batteries and support equipment.
- b. Providing 750kW of new UPS infrastructure with Lithium Ion batteries for space, cost, and maintenance.
- c. Preparing the UPS1 electrical infrastructure to support additional IT load in the data center moving from today's 500kW to an ultimate of 750kW.

3. Review of Business Plan

A review of the Business Plan supports a recommendation for approval by the Board of Supervisors.

4. Fiscal Impact

The estimated total project cost is \$2.25 million, and the project will be funded by self-generated funds. Failure of the system would lead to a much larger fiscal impact.

5. Description of Competitive Process

Design of the project will be undertaken by private Contract upon receipt of all necessary administrative approvals and all construction work will be publicly and competitively bid.

6. Review of Legal Documents

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

7. Parties of Interest

All of the parties relevant to the approval and construction of this project do not have any related interest in this project, nor will they receive any financial gain from its approval or construction.

8. Related Transactions

Approval by the Board of Regents, Office of Facility Planning and Control in the Division of Administration, and the Joint Legislative Committee on the Budget.

9. Conflicts of Interest

None.

10. Attachments

1. Transmittal Letter
2. Project Summary Sheet
3. Campus Correspondence and request from LSU Information Technology Services

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes the President of LSU or his designee to approve the following project and process the project through the appropriate administrative channels of review and approval, namely, the Board of Regents, the Division of the Administration, Office of Facility Planning and Control, and the Joint Legislative Committee on the Budget, pursuant to Act 959 of the 2003 Regular Legislative Session enacting R.S. 39:128(B)(4) as amended pursuant to Act No. 78 of the 2006 Regular Legislative Session:

Frey: UPS1 Replacement and System Upgrades. Estimated total project cost is \$2,250,000.

BE IT FURTHER RESOLVED, that the President of LSU, or his designee, is duly authorized by and empowered for and on behalf of and in the name of the Board of Supervisors of Louisiana

State University and Agricultural and Mechanical College to approve the plans and specifications for the proposed improvements and to approve cost increases up to 20% of the amount approved to accommodate unforeseen conditions.

BE IT FURTHER RESOLVED, that the LSU President, or his designee, is duly authorized by and empowered for and on behalf of and in the name of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College to take such action the he may deem in the best interest of the Board of Supervisors to process and obtain administrative approvals for this project.”



PLANNING, DESIGN & CONSTRUCTION

FINANCE & ADMINISTRATION

October 30, 2020

To: Thomas Galligan, Jr.,
LSU Interim President

Through: Donna Torres,
Interim Executive Vice President for Finance and Administration & CFO

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

From: Roger E. Husser, Jr., M.S., P.E., Assistant Vice President
Planning, Design & Construction

**Re: Board of Supervisors Agenda, December 4, 2020 Meeting
Frey UPS1 Replacement and System Upgrades; Act 959 Capital Construction
Project Request**

LSU Planning, Design, and Construction is requesting project approval to replace the UPS1 at the LSU Frey Building. The Frey Data Center built in 1995-96 near the core of the LSU Campus is the primary computing facility for LSU and it supports other state entities. Over the past 24 years, computing and its associated facility systems have both taken exponential leaps from a technological point of view. Frey's original 500 kW Uninterrupted Power Supply System (UPS1) has not been upgraded and has exceeded its projected end-of-life. Installed when the building was built, the system can no longer be held under a maintenance contract. This is a *critical, single point of failure* that protects a large portion of the Data Center equipment from power loss. A failure of this system will cripple about half of the computing power of the entire facility. It could permanently fail at this stage in its life creating a substantial challenge both operationally and financially.

This request is being submitted for review and approval by the Board of Supervisors as an ACT 959 Capital Construction project. Funding for this project will be from self generated funds. The planned work cannot be accomplished under the normal Capital Outlay request process due to the urgency of having work completed during the 2021- 22 academic year. It is therefore requested that this project be submitted through the President's Office to be placed on the agenda for the December meeting of the Board of Supervisors.

Attached are the supporting documents developed in coordination with LSU Technology Services.

Cc: Craig Woolley
Danny Mahaffey
Paul Favaloro
file

2020

Program for: Frey Data Center UPS1 Replacement and Systems Upgrade



Date: July 6, 2020

Subject: **Program for: Frey Data Center UPS1 Replacement and Systems Upgrade**

From: Greg LaCour, Director of Campus Planning

Summary

The Frey Data Center built in 1995-96 near the core of the LSU Campus is the primary computing facility for LSU and it supports other state entities. Over the past 24 years, computing and its associated facility systems have both taken exponential leaps from a technological point of view. Frey's original 500 kW Uninterrupted Power Supply System (UPS1) has not been upgraded and has exceeded its projected end-of-life. Installed when the building was built, the system can no longer be held under a maintenance contract. This is a *critical, single point of failure* that protects a large portion of the Data Center equipment from power loss. A failure of this system will cripple about half of the computing power of the entire facility. It could permanently fail at this stage in its life creating a substantial challenge both operationally and financially.

Briefly, the UPS system continually conditions power to the servers. It also automatically switches power to battery backup systems in case of a commercial utility power outage. This instantaneous operation occurs to allow time for the generator to start and get up to speed so it can take over until utility power is restored.

Frey has two UPS systems, however they do not, for the most part, back each other up. Each handles a different part of the data center power load except for one cluster of servers that are dual corded and capable of being supplied from two sources. UPS2 was installed in 2012 and is currently in acceptable condition for the *current* operation. Upgrades or replacement of this system will soon be needed to meet future Data Center requirements.

Facts

UPS1 is a rotary UPS system which uses the inertia of a mass spinning at 1,800 rpm to provide ride-through of the electrical system in case of a commercial power failure. This ride-through, supported by a bank of batteries, lasts several minutes allowing the generator time to start and get up to speed before taking over the electrical load. UPS1 has been well-maintained and has served the Data Center well over these years. Any operational system, particularly one in constant motion, requires maintenance and repair. Over time these systems require replacement, which is now the case for UPS1.

In the last 24 years computing technology has changed radically. Electrical systems have had to advance to accommodate these changes. When Frey was built in the 1990's, few data centers mandated dual corded servers, for example. Today, servers, with few exceptions, are built to accommodate power supplied from two sources. This allows for the redundancy necessary to minimize downtime interruptions. UPS1 at this time, and eventually UPS2, must be designed to accommodate dual corded servers throughout the Data Center.

Technological changes have exponentially reduced the ratio of power required per bit of information processed. More computing fits into a smaller footprint. That footprint today requires more kilowatts per rack than ever before. When Frey was built typical power averages were well under five kW per rack. Today it is not uncommon to see racks requiring 25 to 50 kW of power using traditional air-cooled servers. As a result, electrical demands must be met in Data Center

power systems. This is the case for Frey. The maximum future capacity is planned to be 750kW of power to the servers, fully redundant, typically identified as "2N".

Initial Need

To balance the physical space in the data center with the minimum expected computing footprint that will be required to remain on campus well into the future, two UPS systems that will allow for fully redundant power to the servers will be required. The upgrade replacement of UPS1 will set the stage for the final electrical service capacity for the building. UPS1 will be the "A" side of the redundant UPS system handling a maximum server load of 750kW. In the future the computational capacity of the data center will have to be evaluated to determine the most appropriate hardware and software to stay "in house" with the remainder of the processing and storage capacity housed with cloud service providers.

To prepare to replace UPS1 with a 750kW three-phase, on-line double-conversion UPS:

1. Evaluate the existing conditions on site including the feeder capacity from transformers to main switch board and from switchboard to the UPS
2. Evaluate temperature ratings on conductors
3. Determine how the existing UPS can be in operation during the construction and installation of the replacement system to allow for minimal loss of UPS power to the servers
4. Research equipment options from multiple manufacturers for consideration
5. Identify all equipment modifications or replacements required to allow for the complete installation of the new UPS
6. Consider Warranty data and duration, replacement parts, cost of maintenance and parts reliability

Initial Project

1. Goals
 - a. Replace the existing 24-year-old 500kW Rotary UPS system and associated batteries and support equipment.
 - b. Provide 750kW of new UPS infrastructure with Lithium Ion batteries for space, cost, and maintenance.
 - c. Prepare the UPS1 electrical infrastructure to support additional IT load in the data center moving from today's 500kW to an ultimate of 750kW.
2. Design Work:
 - a. Preparation of engineering and architectural drawings for UPS replacement
 - b. Project Management, Contract Administration
 - c. Include planning, design, scheduling, field coordination, MOP writing, QA/QC and safety details
 - d. Anticipate commissioning by third party
 - e. Anticipate contingency for unknowns
3. Anticipated Design Parameters:
 - a. Architecture - new UPS room to support UPS/battery and input/output switchgear. Confirm exact location within the existing building near existing UPS1 Room. Includes new partitions, doors, epoxy flooring, ceiling, paint.

- b. As a basis of design, provide and install new 750kW 9900B Mitsubishi UPS unit with appropriate run-time for a new Lithium Ion battery package allowing enough time to start-up the generator, or possibly allow for an orderly shutdown.
 - c. Provide and install new 1200A input Switchgear to support UPS
 - d. Provide and install new 1200A feeders from Main Switch Board to new UPS room (assume 100' of cable).
 - e. Provide and install new output distribution panel (1200A).
 - f. Connect the new UPS output panel to the existing data center distribution, i.e. Transformers and panelboards that feed power to the servers.
 - g. Include an exterior maintenance bypass feeder.
 - h. Two new 5-ton Computer Room Air Handlers (CRAHs) to achieve N+1 redundancy in UPS Room. Anticipate connection to chilled water system.
 - i. New pre-action fire suppression system to be tied into existing fire alarm system.
4. Assumptions:
- a. Design team will confirm the following assumptions which will stand until more detail is known. Variations may require financial clarification.
 - b. The existing utility services and Main Switchboard is sufficient to support the added UPS capacity (about 250kW of added capacity).
 - c. The existing 1000A feeders from the Main Electrical Room to the rotary UPS are likely not sufficient to support the 750kW UPS with battery recharge and added cooling. The 1200A feeder identified above is anticipated for this purpose.
 - d. The new UPS system can be built and commissioned in the new UPS room concurrently with the operation of the existing rotary UPS. The existing PDU's in the data center will be cut over one-by-one from the old UPS to new UPS system. Each of the IT loads (PDU's) will incur an outage during the cut over process.
 - e. The UPS is "N" configuration, anticipating the future upgrade of UPS2.
 - f. Chilled water system has capacity to support two new 5-ton units.
 - g. A new Electrical Power Management System (EPMS) is not included in the scope of the project.
 - h. Additional UPS distribution beyond what is currently installed is not anticipated as part of this particular scope.

Initial Project Estimate

The above anticipated scope for the UPS1 Replacement (design, construction, and equipment) is estimated at \$2.25m. This work is the critical path to begin upgrading the data center to catch-up with technology growth over the last two decades and to prepare for the future.

Design:	\$187,500
Contingency:	\$187,500
Construction:	<u>\$1,875,000</u>
Total:	\$2,250,000

Follow-up Needs and Estimates

Soon thereafter, *and preferably in sync with* this work (due to funding requirements of this magnitude) additional systems will begin to reach end-of-life status as well as become the limiting factors for proper improvements to the overall facility. Including these additional necessary upgrades to Frey will provide a stable infrastructure for the next 20+ years. This complete system

would be able to achieve a full 2N redundancy, one of the most basic tenets of a concurrently maintainable Data Center. Redundant chillers would not have to rely on the campus chilled water loop, all equipment would be dual fed, and increased fire protection would give Frey a solid foundation. These systems and estimates of their costs include:

Replace existing chillers with two new redundant right-sized chillers:	\$1,250,000
Replace the seven original air handlers:	\$750,000
New 1500kW generator to replace Generator1:	\$1,500,000
Sprinkler system for entire Frey building:	\$2,000,000
New 750kW modular UPS to replace UPS2:	<u>\$1,500,000</u>
Total:	\$7,000,000

Also in dire need of attention are the aging systems in David Boyd. The existing copper lines and analog phone systems must remain in place until all communication components on campus are fully upgraded. Moving the remaining components as soon as possible to a new, small facility near the edge of campus would provide needed back-up to Frey. Making this move will eliminate reliance on the campus chilled water loop, upgrade communication systems, and increase reliability. It will also eventually allow this portion of David Boyd to convert to needed administrative space. Anticipated costs for this move include:

Build a new data center building (~2,000 sf):	\$1,750,000
Install fiber cable between Frey and new location:	\$2,750,000
Generator with installation:	\$500,000
Chillers with installation:	<u>\$500,000</u>
Total:	\$5,500,000

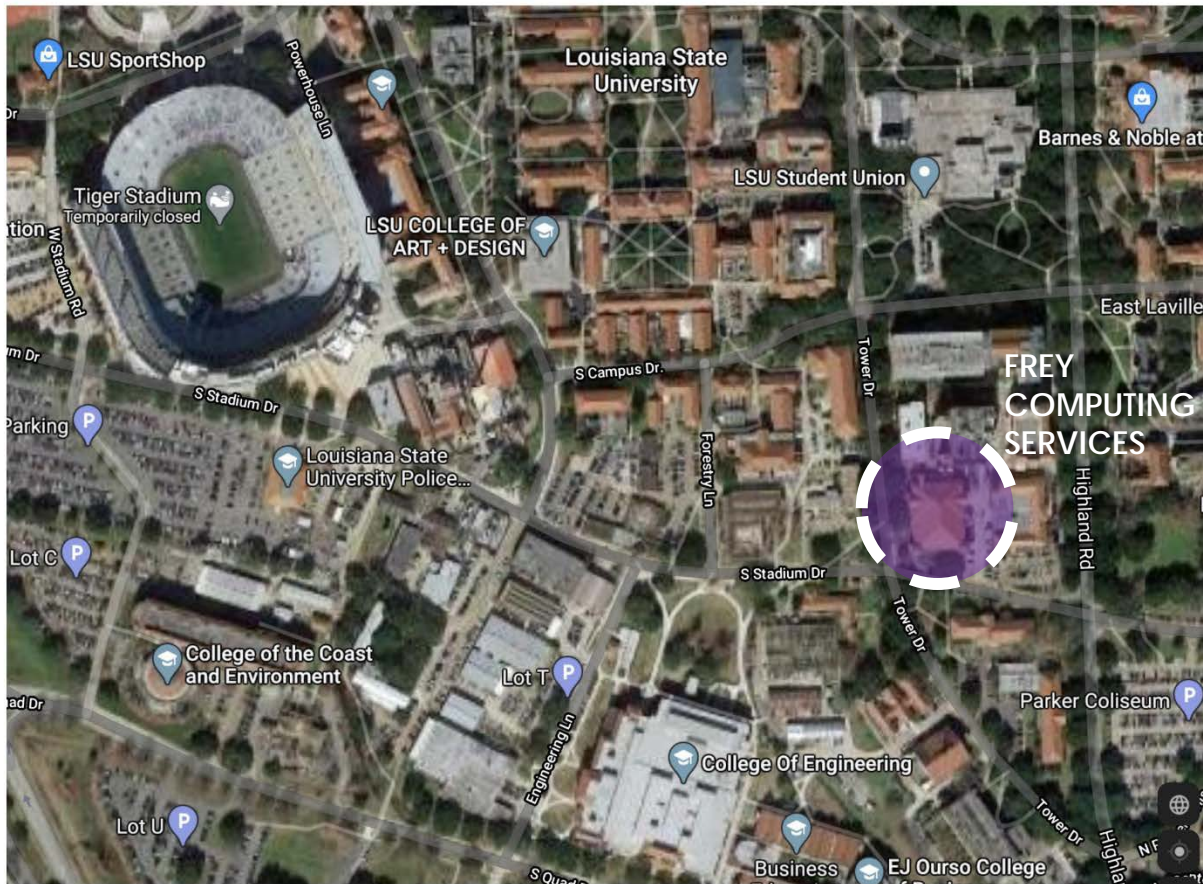
In summary, funding for all of the above work will position the LSU Data Center for the upcoming decades of service. By 2040, technology will have morphed into forms we can only imagine today. To assure the best possible outcomes along the way, the facility infrastructure must be prioritized. These figures are based on current pricing with anticipated escalations over the next three years.

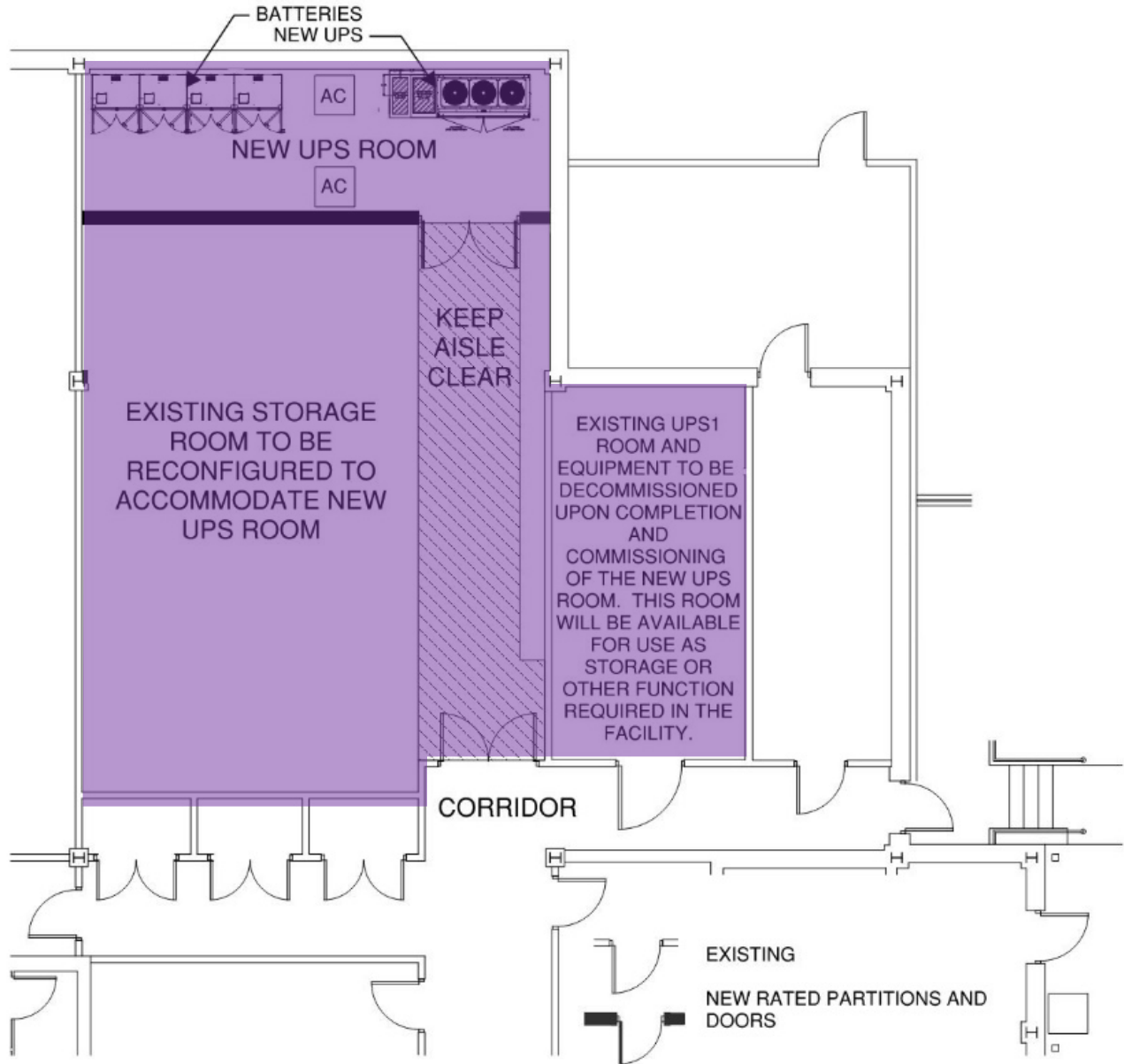
UPS1 Replacement:	\$2,250,000
Complete remaining necessary upgrades to Frey:	\$7,000,000
Necessary repair and replacement for David Boyd:	<u>\$5,500,000</u>
Total:	\$14,750,000

Schedule

The anticipated schedule for UPS1 Replacement is as follows. As noted, we are looking at about 9 months just to select a designer based on the State requirements. An emergency form of contracting could adjust this schedule.

Act 959 Capital Outlay Approval:	4 Months
Engineer Selection Board:	3 Months
Design Contract:	2 Months
Design and Documentation:	4 Months
Bidding and Contracting:	2 Months
Construction and Commissioning:	<u>6 Months</u>
Total:	21 Months







Information Technology Services

November 6, 2020

To: Thomas C. Galligan, Jr.
LSU Interim President and Professor of Law

From: Craig, Woolley *Craig Woolley*
Associate Vice President and CIO

Re: Replacement of Uninterruptable Power Supply (UPS1) at Frey Computing Services Center

Information Technology Services (ITS) with the assistance of LSU Planning Design & Construction (PDC) is responsible for maintaining a secure environment for IT equipment with adequate primary and backup power sources to ensure critical IT services are maintained and available 7x24x365. One primary component is an Uninterruptable Power Supply (UPS) that supplies battery power to keep equipment running during a power outage until a generator can come online. It is important to emphasize that the Frey Data Center hosts the University's most critical information systems.

ITS leadership requests permission to proceed with replacing the original UPS installed at Frey approximately 25 years ago as an ACT 959 Capital Construction project. The justification to proceed outside the normal capital outlay process is due to the age and state of the current UPS and the critical service it provides. The manufacturer will not put this unit under a maintenance contract due to its age.

Our goal is to provide reliable backup power for all equipment in the Frey data center. If we proceed through the normal capital outlay process and this unit fails, approximately 40% of the equipment in the Frey data center will be without battery backup. The normal capital outlay process could add approximately 12 months to the estimated timeline of 21 months to complete this project.

The construction cost to complete this project is approximately \$2,250,000. With your support, we request to utilize the ACT 959 Capital Construction process to expedite this project to facilitate a replacement of this aging critical infrastructure. The normal capital outlay process would cause a major delay and increase the risk of a catastrophic failure.

I appreciate your consideration in this matter and maintain that it is in the best interest of the university that you approve this ACT 959 request.

c: Donna Torres, Interim Executive Vice President and CFO
Tony Lombardo, P.E., Associate Vice President, Facility and Property Oversight
Roger E. Husser, Jr., P.E., Assistant Vice President, Planning, Design and Construction



Board of Supervisors

Request from LSU A&M to Approve the Schematic Design of the LSU Mobility Implementation - Phase 1

Date: December 4, 2020

1. Bylaw Citation

Pursuant to Article VII, Section 1

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

2. Summary of Matter

At the May 22, 2020 meeting, the Board of Supervisors approved a request from LSU A&M to enter into an Intent to Lease with the Real Estate & Facilities Foundation (REFF) to conduct planning and due diligence for a construction project to improve parking and transit options on the LSU campus. The design work contemplated by that Intent to Lease has been completed and the schematic design has been approved by the University Architect and the Campus Planning Oversight Committee (CPOC).

LSU requests Board approval of the schematic design for the LSU Mobility Implementation - Phase 1.

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

Not applicable.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

Not applicable.

7. Parties of Interest

Not applicable.

8. Related Transactions

Not applicable.

9. Conflicts of Interest

None.

10. Attachments

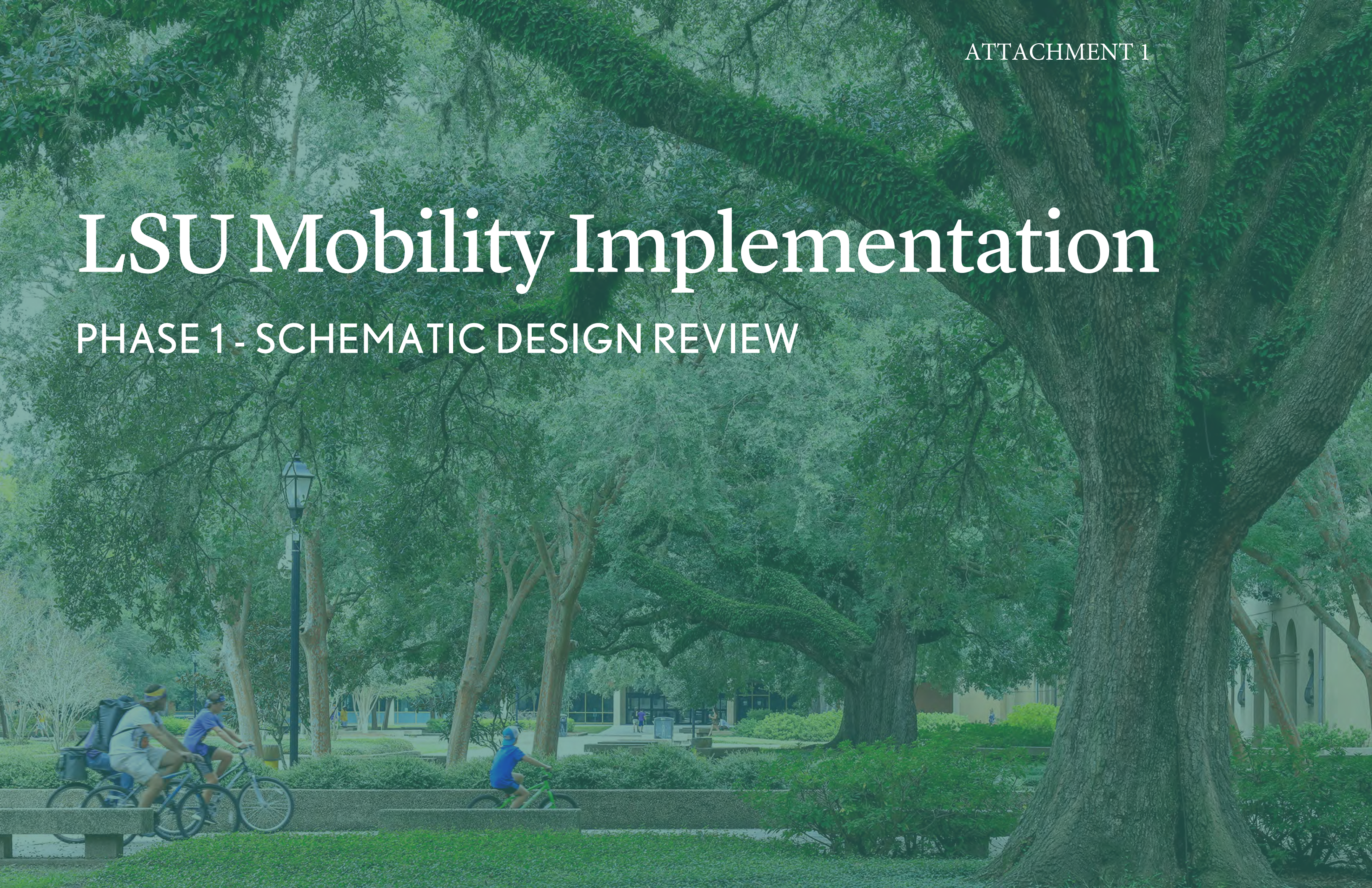
1. Schematic Design drawings

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the schematic design for the LSU Mobility Implementation - Phase 1.

LSU Mobility Implementation

PHASE 1 - SCHEMATIC DESIGN REVIEW



MASTER PLAN CONTEXT

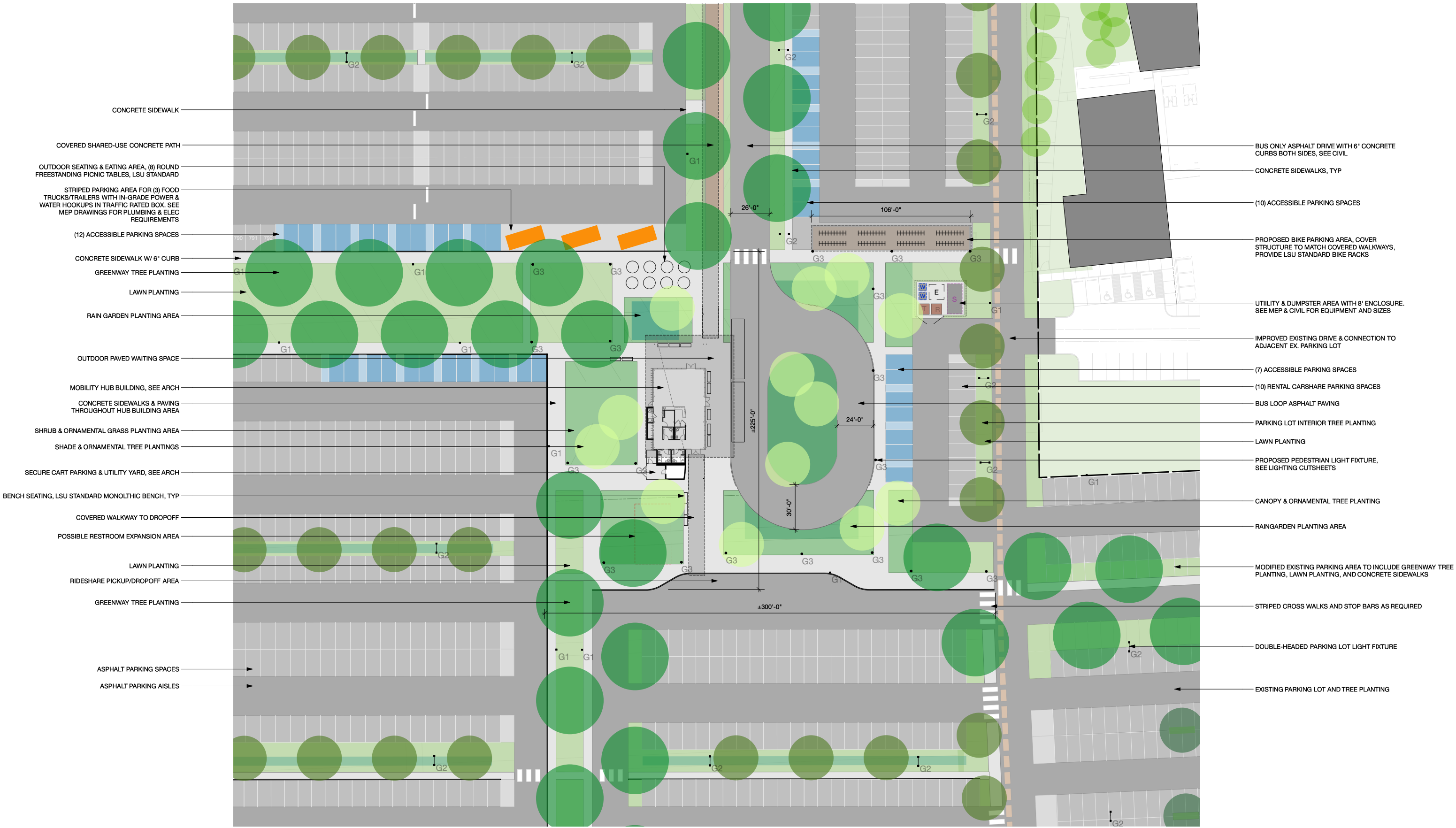


PARK & GEAX PHASE 2 FULL BUILDOUT - SCHEMATIC DESIGN



- ① MOBILITY HUB
- ② BUS DRIVE & SHARED USE PATH
- ③ IMPROVED DRIVE OR ENTRY
- ④ IMPROVED PARKING LOTS
- ⑤ ACCESSIBLE PARKING SPACES
- ⑥ DROPOFF / RIDESHARE
- ⑦ COVERED BIKE HUB
- ⑧ CAR SHARE PARKING SPACES
- ⑨ FOOD TRUCKS
- ⑩ SHADED GREENWAY
- ⑪ EXISTING PARKING WITH MINOR CHANGES

MOBILITY HUB SITE PLAN



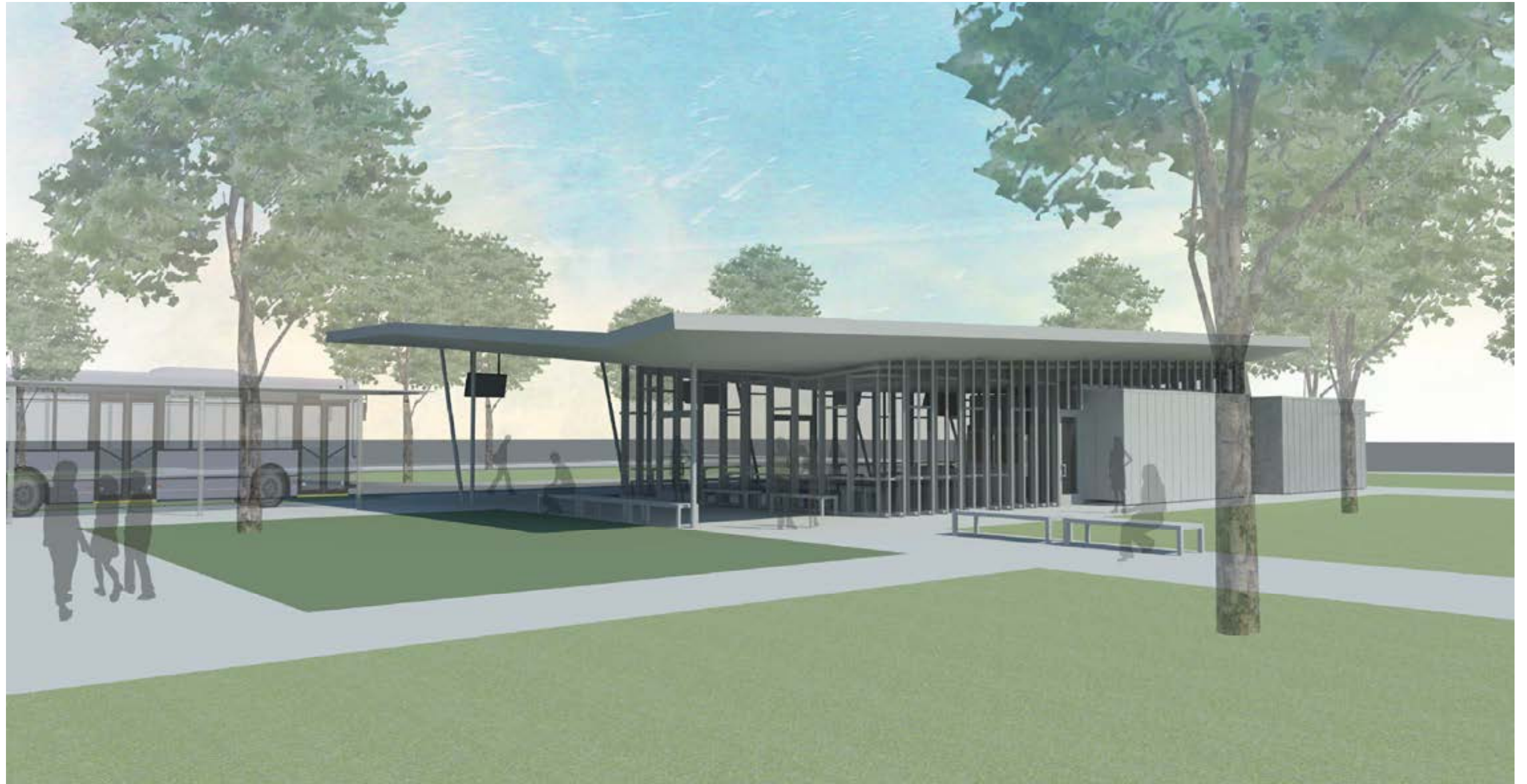
MOBILITY HUB EXTERIOR



MOBILITY HUB EXTERIOR



MOBILITY HUB EXTERIOR



MOBILITY HUB INTERIOR



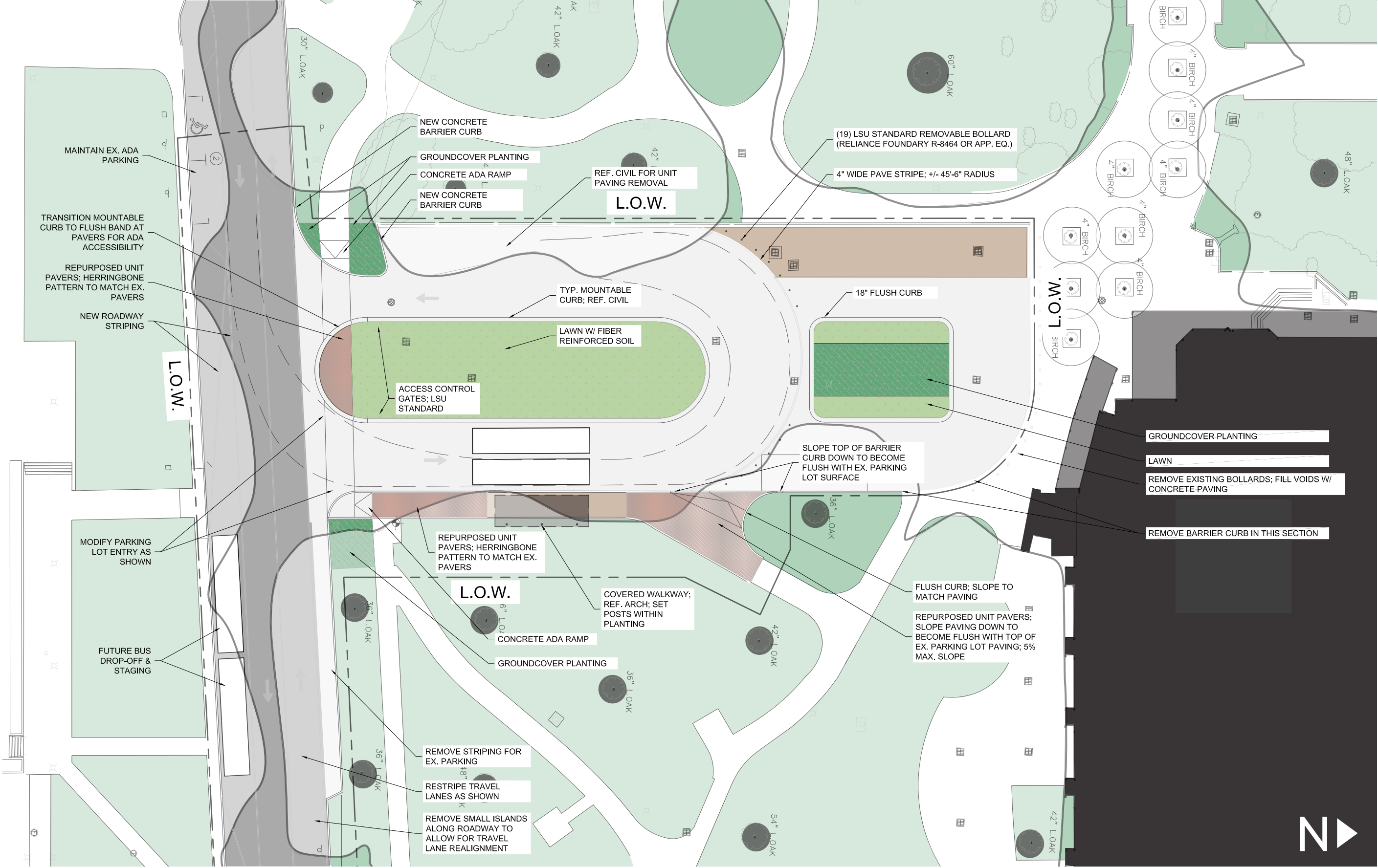
MOBILITY HUB INTERIOR



MOBILITY HUB INTERIOR



UNION HUB SITE PLAN





Board of Supervisors

Request from LSU Agricultural Center to Approve the Schematic Design of the Welcome Center for Burden Museum & Gardens

Date: December 4, 2020

1. Bylaw Citation

Pursuant to Article VII, Section 1

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

2. Summary of Matter

LSU Agricultural Center requests the LSU Board of Supervisors approval of the schematic design for the Welcome Center for Burden Museum & Gardens.

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

Not applicable.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

Not applicable.

7. Parties of Interest

Not applicable.

8. Related Transactions

Not applicable.

9. Conflicts of Interest

None.

10. Attachments

1. Schematic Design drawings

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the schematic design for the LSU Agricultural Center's Welcome Center for Burden Museum & Gardens.

BURDEN WELCOME CENTER

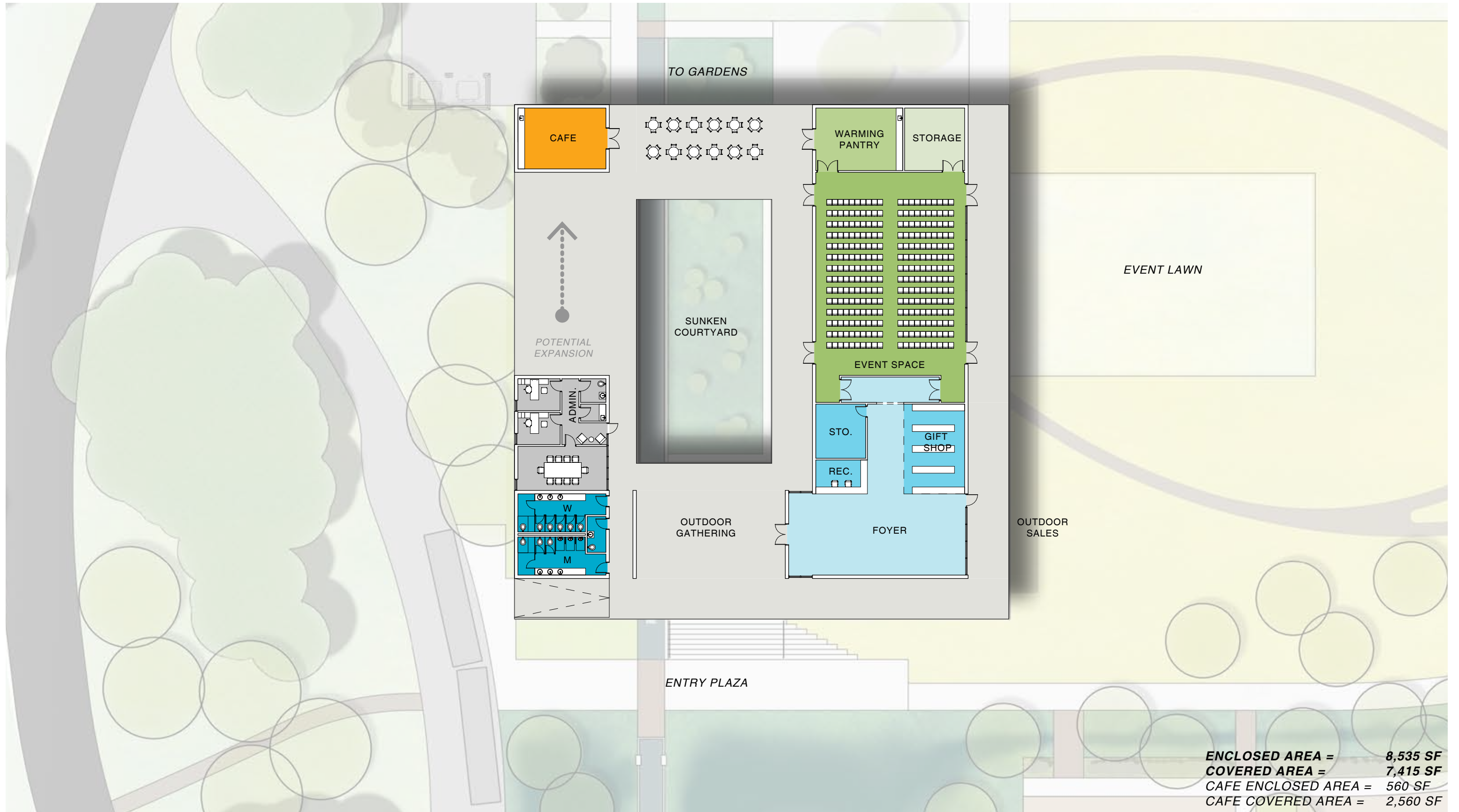
100% SCHEMATIC DESIGN

NOVEMBER 05 2020



BURDEN MUSEUM & GARDENS - SITE CONTEXT

ⓘ NTS



ENCLOSED AREA = 8,535 SF
COVERED AREA = 7,415 SF
 CAFE ENCLOSED AREA = 560 SF
 CAFE COVERED AREA = 2,560 SF

FLOOR PLAN

NTS

























Board of Supervisors

Request to Approve Late Submissions to the FY 2021-22 Capital Outlay Budget Request and First Year Prioritized Categories for Louisiana State University

Date: December 4, 2020

1. Bylaw Citation

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

- B. Capital outlay prioritization must be approved by the Board or by the Executive Committee.

2. Summary of Matter

At the September 11, 2020 meeting, the Board of Supervisors approved the FY 2021-2022 Capital Outlay Budget Request for Louisiana State University in accordance with state law and established procedures. The LSU Health Sciences Center-Shreveport and the LSU Agricultural Center have requested additions to the university request.

LSU Health Sciences Center-Shreveport

The LSU Health Sciences Center – Shreveport is requesting \$14 million of additional funding authority for the new “Center for Medical Education and Wellness” Building on the King’s Highway Campus. The Center for Medical Education and Wellness is a 160,000 square foot, four story building that will include classrooms, simulation labs and a wellness center. The existing EVT lab was the first COVID-19 Louisiana lab approved by the federal oversight agencies and offers high capacity and highly reliable COVID-19 testing within 24-48 hours. This new lab will be able to adapt quickly to test for new strains of the SARS/Coronavirus, which is of critical importance at this time.

LSU Health Sciences Center Shreveport requests the late submission of the request for budget authority for supplemental funding for the “Center for Medical Education and Wellness” project be included in the LSU FY 2021-2022 Capital Outlay Budget Request. The EVT lab will be funded by \$12,000,000 from federal dollars and private donations. \$2,000,000 in state general obligation bonds is required for additional project expenses. Therefore, the total budget increase is \$14,000,000 and will increase the project from the current \$60,000,000 to \$74,000,000.

LSU Agricultural Center

On April 22nd a tornado ripped through the AgCenter's Dean Lee Research and Extension Center damaging 23 buildings of which 11 were total losses. In addition, extensive damage was sustained to the research farm equipment, fencing, and electrical infrastructure owned by LSU AgCenter.

The devastation to this research facility will have a serious detrimental impact to LSU AgCenter's ability to provide unbiased, research-based information to Louisiana corn, cotton, grain sorghum, soybean, sugarcane, sweet potato, wheat, and beef producers in the state. It is of vital importance to the state's farm community and our constituents that these facilities be restored quickly. Total estimated adjustment loss to the facility calculated by LA Office of Risk Management (ORM) is nearly \$6.7 Million. According to ORM's adjustment, the AgCenter is responsible for nearly \$1.8 Million of the total adjusted loss (see attached report). This request is to provide the \$2.16 Million (including design fees, admin fees, and contingency) shortfall in order to make the AgCenter whole from this natural disaster. Considering the years of budget cuts, the AgCenter does not have the funds to contribute to make up this shortfall. LSU AgCenter is requesting funds to cover the unfunded portion of this disaster claim loss.

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

Not applicable.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

Not applicable.

7. Parties of Interest

Not applicable.

8. Related Transactions

Not applicable.

9. Conflicts of Interest

Not applicable.

10. Attachments

1. Letter of Support-Chancellor G.E. Ghali
2. Letter of Support-Vice President William Richardson
3. Office of Risk Management Adjuster's Report

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that the FY 2021-2022 Five-Year Capital Outlay Budget Request and First Year Prioritized Categories for Louisiana State University be amended to modify and include the projects listed below:

LSU Health Sciences Center Shreveport

Project Title: Center for Medical Education and Wellness

Existing authorization: \$60,000,000

Supplemental Funding \$14,000,000 (\$12,000,000 Self-Gen, \$2,000,000 GOB)

New Total \$74,000,000

LSU Agricultural Center

Project Title: Dean Lee Tornado Damage Building Repairs and Reconstruction

Funding: \$2,160,000 in state funds.



Health Sciences Center
Office of the Chancellor

1501 Kings Highway
P.O. Box 33932
Shreveport, LA 71130-3932

O 318-675-5240
F 318-675-5244
www.lsuhseshreveport.edu

October 30, 2020

Mr. Tom Galligan
Interim President
LSU System
3810 West Lakeshore Drive
Baton Rouge, LA 70808

Dear President Galligan:

The LSU Health Sciences Center in Shreveport is requesting \$12 million of additional funding authority for the new Center for Medical Education and Wellness Building on our King's Highway Campus.

The Center for Medical Education and Wellness is a 151,000 square foot, four story building that will include classrooms, simulation labs and our new Emerging Viral Threat (EVT) lab. Our EVT lab was the **first COVID-19 Louisiana lab approved by the federal oversight agencies and offers high capacity and highly reliable COVID-19 testing within 24-48 hours**. Of critical importance is the fact that this lab will be able to quickly adapt to test for new strains of the SARS/Coronavirus. It is the Health Sciences Center central mission, reimagined.

The total amount of supplemental funding requested is \$12 million and will be funded with a combination of private donations and federal dollars to address the space and equipment needed for the EVT Lab. This proposed increase will not be funded with any state funds.

We are asking for this request to be placed on the December 18th JLCB agenda and is necessary in order for the project to move forward with the start of construction.

Thank you for your consideration of this request, and if I can provide any additional information, please let me know.

Sincerely,

A handwritten signature in blue ink, appearing to read "G. E. Ghali".

G. E. Ghali, DDS, MD, FACS, FRCS(Ed)
Chancellor

xc: Tony Lombardo, Associate VP, Facility & Property Oversight
Danny Mahaffey, Assistant VP, University Architect



Board of Supervisors

Request from LSU Health Sciences Center-New Orleans to Amend Prior Authorization for the President to Determine an Acceptable University Purpose for the Purchase of Immovable Property by the LSU Health Foundation, New Orleans

Date: December 4, 2020

1. Bylaw Citation

Pursuant to the Board's Bylaws, Art. VII, Section 1

B. Transfer of Title to Immovable Property

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

and

Pursuant to the Uniform Affiliation Agreement dated July 29, 2009 between the Foundation for the LSU Health Sciences Center (Foundation) and the Board of Supervisors of Louisiana State University Agricultural & Mechanical College (University), Section 6, "Disbursements and other transactions."

and

Pursuant to the Authorization granted by the LSU Board of Supervisors in its March 16, 2018 meeting to the President, or his designee, to determine if an Acceptable University Purpose exists, for the purchase by the LSU Health Foundation, New Orleans (Foundation) where the purchase price of the immovable property is no greater than \$2 million.

2. Summary of Matter

The LSU Health Sciences Center - New Orleans (LSUHSC-NO) requests that the Board of Supervisors of the Louisiana State University increase the authority of the President or his designee to determine an Acceptable University Purpose for the purchase by the Foundation of immovable property within a half-mile radius of the boundaries of the LSUHSC-NO campus from \$2 million to \$6 million, for the purpose of investment and revenue generation for the benefit of LSUHSC-NO. This resolution is intended to give the President and the Foundation general authority to move quickly to acquire property as the opportunities arise. The requested increased authority is due to rising property prices adjacent to the LSUHSC-NO campus, an example of which is the parcel at 603 South Galvez Street, which has recently become available across the street from the new LSUHSC-NO student housing project currently under construction. The Foundation is in discussion with the sellers and would like to proceed with the purchase of the property, should a fair price be negotiated.

3. Review of Business Plan

LSU and LSUHSC-NO staff will work with Foundation staff and real estate professionals to identify opportunities to acquire property suitable for these purposes, as they come on the market. Where LSU, LSUHSC-NO, and the Foundation agree an acquisition would be appropriate, the Foundation will formally request the President to approve an Acceptable

University Purpose to acquire the property. The President will consult with the Board leadership and, if supportive, the Foundation would then acquire the property using its own funds. No University funds will be used in these transactions.

4. Fiscal Impact

All costs of purchase will be borne by the Foundation.

5. Description of Competitive Process

Once the Foundation has formally requested and received a determination of acceptable university purpose from the President, in consultation the Board leadership, the property will be purchased by the Foundation at whatever price it negotiates with the private seller, not to exceed the authority granted by the Board. If LSUHSC-NO subsequently seeks to acquire the property from the Foundation, it would be at the appraised fair market value, after securing all necessary Board approvals.

6. Review of Legal Documents

Appropriate outside counsel will review all related transactions made by the Foundation. The University's Office of General Counsel will review any subsequent transactions between LSUHSC-NO and the Foundation.

7. Parties of Interest

LSU Board of Supervisors
LSU Health Sciences Center - New Orleans
LSU Health Foundation, New Orleans

8. Related Transactions

Not applicable

9. Conflicts of Interest

None

10. Attachments

1. Minutes - Regular Board Meeting, March 16, 2018, Item 8C5
2. Original request to Board for determination of Acceptable University Purpose, March 16, 2018
3. LSU Health Foundation, New Orleans Uniform Affiliation Agreement, Section 6
4. Property Description and Site Plan
5. Cover letter

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes the President, or his designee or successor, to determine if an Acceptable University Purpose exists, for purposes of the Uniform Affiliation Agreement, for the LSU Health Foundation, New Orleans to purchase or otherwise acquire immovable property located within one-half mile of any property boundary of the LSUHSC-NO campus, provided that:

1. Before making such a determination the President shall consult with the Chair, the Chair-Elect, the Chair of the Property and Facilities Committee, and the Chair of the Finance, Infrastructure, and Core Development Committee of the Board regarding the proposed property transaction;
2. This authorization shall not extend to the purchase of immovable property where the purchase price is greater than \$6 million; and
3. This authorization shall not be construed as a commitment, formal or informal, by the Board to purchase or acquire any such property from the LSU Health Foundation, New Orleans in the future.

Minutes – Regular Board Meeting
 March 16, 2018
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8C4. Request from LSU A&M to Authorize the President to Determine an Acceptable University Purpose for Purchase by the LSU REFF of Property Near Campus Boundaries

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes Dr. F. King Alexander, President of Louisiana State University, or his designee to determine if an Acceptable University Purpose exists, for purposes of the Uniform Affiliation Agreement, for the LSU Real Estate and Facilities Foundation to purchase or otherwise acquire immovable property located within one-half mile of any property boundary of the flagship campus, provided that:

1. Before making such a determination, the President shall consult with the Chair, the Chair-Elect, the chair of the Property and Facilities Committee, and the chair of the Finance, Infrastructure, and Core Development Committee of the Board regarding the proposed property transaction;
2. This authorization shall not extend to the purchase of immovable property where the purchase price is greater than \$2 million; and
3. This authorization shall not be construed as a commitment, formal or informal, by the Board to purchase or acquire any such property from REFF in the future.

8C5. Request from LSU HSC–NO to Authorize the President to Determine an Acceptable University Purpose for Purchase by the LSU Health Foundation of Property Near Campus Boundaries

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes Dr. F. King Alexander, President of Louisiana State University, or his designee to determine if an Acceptable University Purpose exists, for purposes of the Uniform Affiliation Agreement, for the LSU Health Foundation New Orleans to purchase or otherwise acquire immovable property located within one-half mile of any property boundary of the LSUHSC-NO campus, provided that:

1. Before making such a determination the President shall consult with the Chair, the Chair-Elect, the chair of the Property and Facilities Committee, and the chair of the Finance, Infrastructure, and Core Development Committee of the Board regarding the proposed property transaction;
2. This authorization shall not extend to the purchase of immovable property where the purchase price is greater than \$2 million; and
3. This authorization shall not be construed as a commitment, formal or informal, by the Board to purchase or acquire any such property from the LSU Health Foundation New Orleans in the future.



Request from LSUHSC-NO to Authorize the President to Determine an Acceptable University Purpose for Purchase by the LSU Health Foundation New Orleans of Property Near Campus Boundaries

To: Members of the Board of Supervisors

Date: March 16, 2018

This is a significant board matter pursuant to the

Board's Bylaws, Art. VII, Sec. 9:

A.2 Transfer of Title to Immovable Property

1. Summary of Matter

The LSU Health Science Center – New Orleans (“LSUHSC-NO”) regularly reviews opportunities to acquire property near the edge of its campus in New Orleans. Acquiring such property can provide significant benefits to LSUHSC-NO and also enhance the safety and security of our students, faculty, and staff. With the expected redevelopment of the former Charity Hospital building and other changes to the medical district in New Orleans, it is anticipated that there will be an active property market near the LSUHSC-NO campus.

Frequently, property of this nature comes available on short notice, offered by sellers who may choose between competing buyers in part based on which buyer can close the deal most quickly. The extended time inherent in seeking full Board approval for this type of property acquisition can result in the loss of the ability to acquire such property at a reasonable price.

The property is not always intended to be directly used by LSUHSC-NO, but may best serve the campus community by being leased to private sector commercial developers, with LSUHSC-NO having significant input or control over the types of tenants locating on that property right next to the campus. In some instances, this property may be developed by private developers for university-related purposes, such as providing student housing, or operating medical offices. LSUHSC-NO has occasionally used the LSU Health Foundation New Orleans (“Foundation”) to acquire such property.

Under the Uniform Affiliation Agreement, the Board must find an Acceptable University Purpose for the Foundation to purchase immovable property for these purposes. This resolution is to delegate to the President (as provided for in section 6.3 of the Uniform Affiliation Agreement) authority to determine the Acceptable University Purpose for the Foundation to acquire any immovable property located within one half mile of the campus boundary line. Before exercising this authority with regard to any particular piece of property, the President will notify the Chair, Chair-Elect, the chair of the Property & Facilities Committee, and the chair of the Finance, Infrastructure, and Core Development Committee of the Board.

LSUHSC-NO does not intend for the LSU Health Foundation New Orleans to acquire large areas of property under this authority. It is aimed at giving LSUHSC-NO and the Foundation authority to purchase specific, targeted properties that will assist LSUHSC-NO and the Foundation to positively influence the overall development of the community immediately adjacent to campus.

2. Review of Business Plan

LSU and LSUHSC-NO staff will work with Foundation staff and real estate professionals to identify opportunities to acquire property suitable for these purposes as they come on the market. Where LSU, LSUHSC-NO, and the Foundation agree an acquisition would make sense, the Foundation would formally request that the President find an Acceptable University Purpose to acquire that specific piece of property. The President would consult with the Board leadership and, if they approve, the LSU Health Foundation New Orleans would then acquire the property using its own funds. No University funds would be used in these transactions.

In some cases, it will be the intent of LSU, LSUHSC-NO, and the Foundation that LSUHSC-NO will ultimately purchase the land, at appraised fair market value, from the Foundation. In those cases, formal approval of the Board will be sought at the appropriate time.

3. Fiscal Impact

This resolution does not target any particular individual transaction, but is intended to give the President and LSU Health Foundation New Orleans general authority to move quickly to acquire property when the opportunity arises.

4. Description of Competitive Process

Property will be purchased by the Foundation at whatever price it negotiates with the private seller. If LSUHSC-NO subsequently seeks to acquire such property from the Foundation, it would only be at the appraised fair market value after securing all necessary Board approvals.

5. Review of Legal Documents

Appropriate outside counsel will review all related transactions made by the Foundation. The University's Office of General Counsel will review any subsequent transactions between LSUHSC-NO and the Foundation.

6. Parties of Interest

LSU
LSU Health Science Center – New Orleans
LSU Health Foundation New Orleans

7. Related Transactions

None.

8. Conflicts of Interest

None.

ATTACHMENTS

- I. Transmittal Memo

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes Dr. F. King Alexander, President of Louisiana State University, or his designee to determine if an Acceptable University Purpose exists, for purposes of the Uniform Affiliation Agreement, for the LSU Health Foundation New Orleans to purchase or otherwise acquire immovable property located within one-half mile of any property boundary of the LSUHSC-NO campus, provided that:

1. Before making such a determination the President shall consult with the Chair, the Chair-Elect, the chair of the Property and Facilities Committee, and the chair of the Finance, Infrastructure, and Core Development Committee of the Board regarding the proposed property transaction;
2. This authorization shall not extend to the purchase of immovable property where the purchase price is greater than \$2 million; and
3. This authorization shall not be construed as a commitment, formal or informal, by the Board to purchase or acquire any such property from the LSU Health Foundation New Orleans in the future.

Uniform Affiliation Agreement

This Agreement is made and entered into on the 1st day of July, 2009, between:

Board of Supervisors of Louisiana State University Agricultural & Mechanical College ("University")

and

Its Affiliate:

The Foundation for the LSU Health Sciences Center
450A S. Claiborne Avenue
New Orleans, Louisiana 70112

WHEREAS, many foundations, associations, and closely affiliated organizations render invaluable support to and work very closely with the University; and

WHEREAS, such foundations, associations, and affiliated organizations often use the University's name in carrying out their functions, and in some cases, use University facilities, personnel, or resources in raising funds for and otherwise supporting the University and its programs; and

WHEREAS, because of the close association of this Affiliate with the University, it is prudent and beneficial to have a clear statement, agreed upon by the parties, of the responsibilities, authority, and the relationship of the University and this related Affiliate; and

WHEREAS, it is, therefore, appropriate that the University and this related Affiliate document clearly the relationship of the University and the Affiliate and their respective responsibilities and authority;

WHEREAS, an Affiliate by its nature is closely identified with the University by citizens, alumni, and contributors to the support and development of the University, it is important that the University and the Affiliate agree to the standards and procedures for accounting for and auditing of accounts of the Affiliate while at the same time preserving the private and independent legal status of the Affiliate;

WHEREAS, University recognizes that gifts coming to Affiliate are made with thoughtful care and with great affection for and devotion to the University for the purpose of supporting its students, its faculty and staff, and the institutional goals of University, and because of Affiliate's tax exempt purpose of supporting the instruction, research and public service missions of University;

WHEREAS, University recognizes that it has the responsibility to cooperate with Affiliate in the solicitation of gifts, to maintain the private nature of Affiliate's books and records, to preserve the confidentiality of donor records to the extent allowed by law, and to provide good stewardship of the gifts once received;

WHEREAS, Affiliate, likewise, recognizes that it has the responsibility to cooperate with University in the solicitation of gifts and to provide good stewardship of the gifts once received;

WHEREAS, Affiliate and University recognize that all disbursements and other transactions (other than reasonable administrative and operating expenses of Affiliate provided for in its annual budget) must be for the benefit of the University and not for the private benefit of any individual or legal entity; and

WHEREAS, Affiliate and University recognize their mutual interest in guarding against even the appearance of impropriety in their activities:

NOW, THEREFORE, University and Affiliate agree as follows:

1. Purpose and Status

- 1.1. Affiliate's purpose shall be to support one or more programs, facilities, or research or educational opportunities offered by University.
- 1.2. In furtherance of that purpose, Affiliate shall receive, hold, invest, and administer property and make expenditures to support programs and activities designed to advance, promote, or otherwise benefit the University.
- 1.3. Affiliate has been formed as a non-profit corporation and its activities are not for the pecuniary profit or financial gain of its officers, directors or members. As confirmed by the determination letter issued by the Internal Revenue Service and attached hereto as Exhibit 1, Affiliate has been recognized as, and shall remain during the term of this Agreement, an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code.
- 1.4. All actions taken by Affiliate shall be consistent with and in furtherance of this purpose to support one or more programs, facilities, or research or educational opportunities offered by the University. In furtherance of that purpose the acts, deeds, functions, and activities of Affiliate shall not conflict with the authority of the University.
- 1.5. Affiliate is a separate legal entity from University. Nothing in this Agreement shall be construed as to invalidate or restrict that private and independent legal status.

2. Governance

- 2.1. Affiliate shall be under the management and control of a board of directors ("Affiliate's Board") elected by the members or shareholders of Affiliate.
- 2.2. A majority of the voting members of Affiliate's Board shall consist of individuals who are not members or employees of University or its Board of Supervisors;
- 2.3. The President of the University, or his designee, shall be a non-voting *ex officio* member of Affiliate's Board and of the Executive Committee of such Board (or equivalent). To promote compliance with Affiliate's policy on conflicts of interest, ensure that appropriate disclosures are made and facilitate an understanding of Affiliate's business, the President of the University will provide Affiliate with reasonable advance notice identifying individuals designated to attend meetings in his place and will endeavor to utilize a single individual as his designee.

- 2.4. If the Affiliate is in primary support of a single campus or institution, the Chancellor or equivalent shall, at a minimum, be given notice of and the ability to participate as a non-voting, *ex officio* member in meetings of the Affiliate's Board and Executive Committee.
- 2.5. Members of the Board of Directors and the Executive Committee shall have reasonable access to all books and records of Affiliate in accordance with its generally applicable confidentiality and non-disclosure policies, provided that *ex officio* members who are "public servants," as defined in La. R.S. 42:1102(19), shall not have legal custody of Affiliate's books and records. Requests for access to books and records shall be made via written request directed to Affiliate's Chief Executive Officer.
- 2.6. Affiliate shall adopt procedures to insure timely and full consideration of operating budgets and any significant amendments thereto.
- 2.7. Affiliate shall provide a copy of its Charter and Bylaws to University and shall promptly notify the President of the LSU System, or his designee, of any proposed amendments to either.

3. Affiliate General Duties and Responsibilities

In fulfillment of its Purpose, Affiliate shall:

- 3.1. Solicit and accept (whether by way of outright, limited or conditional gifts, grants and bequests, in trust or otherwise) things of value of all kinds, including property, both real and personal, whether principal or income, tangible or intangible, vested or contingent, within the limits of the law, for the purpose of providing funds for the general purposes of Affiliate and for purposes of providing scholarships, activities in research, or other such designated benefits for the University and its faculty, staff, and students as may be prescribed by testators or donors to Affiliate;
- 3.2. Receive, hold, and administer such donations, bequests, devises, and gifts for the purposes so determined, subject to such terms and conditions as may be imposed by respective testators or donors, and to distribute to students granted scholarships or to the University the funds or property under control of Affiliate for the purposes specified by the testators or donors or determined by Affiliate;
- 3.3. Expend funds for the establishment and operation of Affiliate and for any reasonable expenses incidental to the conduct of the affairs of Affiliate;
- 3.4. Provide information required for the University to prepare annual reports containing the following information, in a format mutually agreed upon by University and Affiliate:
 - 3.4.1. The amount of funds expended in the previous year in support of University, exclusive of personnel employed solely by and for the benefit of Affiliate, facilities occupied by Affiliate, and other Affiliate overhead and administrative costs, broken down by category (e.g., travel expense reimbursements, grants, salary supplements), which funds shall be considered "in-kind" reimbursement for purposes of La. R.S. 17:3390(B)(3); this provision may be satisfied by providing a copy of Affiliate's IRS Form 990 filing for the relevant tax year.

- 3.4.2. The amount of direct reimbursement paid by Affiliate to University for the support listed in section 3.4.3; and,
- 3.4.3. A preliminary list, which shall be verified by University, showing the type of any housing, personnel, and other support provided to Affiliate by University pursuant to the provisions of La. R.S. 17:3390(B)(3), including (i) amount and location of any space or facilities provided, (ii) number of personnel provided, and (iii) a listing of the type of any other services provided.
- 3.4.4. The cost or value of all services provided to Affiliate, for which reimbursement has not been paid, shall be determined by University and furnished to Affiliate on an annual basis. Affiliate may rely on values provided by University pursuant to this section and shall have no duty to independently verify such values.
- 3.5. Reimburse University, directly or in-kind, for the value of any facilities, personnel, or other support provided by University to Affiliate pursuant to the provisions of R.S. 17:3390(B)(3);
- 3.6. Perform such other specific duties and responsibilities as are set forth elsewhere in this Agreement; and
- 3.7. Perform other services as mutually agreed upon by the University, through the President, and the Affiliate which are consistent with this Agreement and in support of University.

4. University General Duties and Responsibilities

University shall:

- 4.1. Accept funds from Affiliate for the purpose of promoting the well-being and advancement of the University and all the colleges, schools, departments, and divisions comprising it, and to develop, expand, and improve the University's curricula, programs, and facilities so as to provide greater educational advantages and opportunities; encourage teaching, research, scholarship, and service; and increase the University's benefits, as determined by the University, to the citizens of the State of Louisiana and the United States of America;
- 4.2. Use any such funds in accordance with any terms and conditions imposed by testators and donors, within the limits of the law and consistent with this Agreement and University policy.
- 4.3. Make available to Affiliate, at University's sole discretion, appropriate facilities, personnel, which personnel shall remain public servants for all purposes, or other support to Affiliate pursuant to the provisions of La. R.S. 17:3390(B)(3), provided that Affiliate reimburses University, either directly or in-kind, for the costs of all such support provided; and
- 4.4. Perform other services consistent with law, the mission of the University, and the purpose of the Affiliate in support of University.

5. Records, Internal Controls, and Funds Management

- 5.1. The books and records of Affiliate shall be kept in accordance with generally accepted accounting principles and shall be audited annually in accordance with generally accepted auditing standards by an independent professional auditor. Copies of the annual audit and a

copy of Affiliate's most recent IRS Form 990 filing, excluding such schedules, exhibits and information that are not required to be disclosed to the public under applicable provisions of the Internal Revenue Code, shall be provided to the University. A copy of Affiliate's annual audit shall also be furnished to the Legislative Auditor. Any audit findings, audit exceptions, or any misuse of funds shall be reported to the Board of Directors of Affiliate, who shall maintain and provide to the University a written policy regarding the handling and resolution of such occurrences. Affiliate shall take appropriate corrective action to remedy any audit findings. Audit findings which have not either been resolved through corrective action within ninety (90) days following issuance of the annual audit, or as to which corrective action reasonably designed to resolve the issue has not been taken within ninety (90) days following issuance of the annual audit, shall be reported to the University in writing.

- 5.2. Affiliate shall adopt and practice appropriate internal controls to protect against the risk of fraud and mismanagement. Such controls shall be evaluated and/or tested in accordance with Generally Accepted Auditing Standards as part of Affiliate's annual financial audit.
- 5.3. University may, in its sole discretion, deliver for deposit with Affiliate funds which have been donated to the University by private individuals or entities or which have been provided from the state to the University pursuant to the Board of Regents Support Fund or other programs. If University does so, such funds will be managed in accordance with a Funds Management Agreement, attached hereto. This Agreement shall be executed between the University and Affiliate and shall be in accordance with all applicable state laws and regulations, all applicable policies of the Board of Supervisors and the Board of Regents, and shall include the requirements established in section 5.4.
- 5.4. In the event that Affiliate acts as a depository for public funds in accordance with the provisions of section 5.3, said funds shall be subject to any agreed upon auditing procedures as required by the Legislative Auditor, the Board of Supervisors, and Board of Regents. Such procedures shall be performed by an independent professional auditor who shall furnish the University and the Board of Supervisors, as well as the Legislative Auditor and the Board of Regents, if necessary, copies of his annual report relating to such agreed upon procedures. All findings or exceptions involving public funds or the misuse of public funds shall be reported without delay to the Board of Supervisors for appropriate action with a copy to the chief financial officer of the University and general counsel. Any such findings or exceptions involving Board of Regents program funds shall also be reported to the Board of Regents' chief financial officer. University may require specific corrective action as it deems necessary in order to protect the integrity of public funds held by Affiliate. University may also demand the immediate withdrawal of some or all public funds on deposit with Affiliate. As required by R.S. 17:3390(C), all records of Affiliate directly pertaining to such public funds shall be subject to the provisions of R.S. 44:1 et seq. (Public Records Law).

6. Disbursements and other transactions

- 6.1. All disbursements by Affiliate for administrative and operating expenses shall be in accordance with policies adopted by Affiliate's Board and in accordance with the annual budget, as may be modified by policies adopted by Affiliate's Board. Such policies shall provide for sound and prudent business practices, the payment or reimbursement of ordinary, necessary and reasonable business expenses, and shall address the content of this Agreement.
- 6.2. Affiliate's Board shall adopt and maintain a policy regulating conflicts of interest, which policy shall include at a minimum a provision stating that all actions pursuant to paragraph 6.1 and all other transactions authorized by this Agreement shall be subject to the requirement that any member of the Affiliate Board, its officers, or its employees having a conflict of interest on a particular matter shall disclose such conflict to the Affiliate Board and shall not participate in any discussion, nor take part in any formal action, by Affiliate concerning such matter. This paragraph shall not preclude Affiliate from adopting more comprehensive conflict of interest standards.
- 6.3. In light of the purpose of the Affiliate to be in support of the University, and University's responsibility to determine if significant transactions of Affiliate affecting or potentially affecting it are in support of University, as well as the potential legal or other obligations which may ultimately be sought to be imposed on University, the following disbursements and transactions, other than transactions and disbursements involving operational and business management matters of Affiliate itself, require a determination of acceptable University purpose by the Board of Supervisors (unless delegated to the President):
- 6.3.1. Accepting any *onerous donation*, as defined below, of immovable property, movable (personal) property, or cash or cash equivalents including securities, without an express written provision indicating that the acceptance by Affiliate is conditioned on the acceptance of the conditions or obligations by the University's Board or President in accordance with University policies and procedures; provided that:
- 6.3.1.1. No such onerous donations shall be publicized or otherwise disclosed by Affiliate prior to acceptance of any conditions or obligations by the University's Board or President in accordance with University policies and procedures;
- 6.3.1.2. When the value of the onerous donation is greater than \$500,000, Affiliate shall provide prompt written notice of the conditional acceptance to the President or his designee;
- 6.3.2. Purchasing any immovable property, except property which will serve as the primary location of Affiliate's administrative offices, pursuant to a purchase agreement executed after the effective date of this Agreement; provided that this shall not prohibit decisions by Affiliate's Board relating to reasonable and normal investments for the Affiliate's benefit.;
- 6.3.3. Selling, donating, or otherwise transferring any immovable property which has either (i) been occupied by the University within the preceding three (3) years or (ii) is expected to be occupied by the University within three (3) years after such proposed sale, donation, or

- transfer; provided that this subsection shall not apply to property acquired or for which a purchase agreement was executed prior to the effective date of this Agreement;
- 6.3.4. Leasing any property, facility, or portion of a facility which is expected to be occupied by the University for a period of one year or longer, provided that the President may make the determination of acceptable University purpose for any such leases involving 5,000 square feet or less;
- 6.3.5. Entering into any cooperative endeavor or similar agreement with any public or quasi-public entity;
- 6.3.6. Creating a legal entity as a subsidiary or component of Affiliate without providing at least thirty (30) days advance written notice to the University; if any such legal entities are created, affiliate shall either: (i) if available, present the financial activities of each such subsidiary in discrete schedules attached to Affiliate's financial statements, or (ii) if such discrete schedules are not available, provide University with copies of the tax returns of each such subsidiary;
- 6.3.7. Supplemental compensation or benefits for any University employee. Absent exceptional circumstances and written approval by the Chancellor and President (or designee), such compensation or benefits shall be paid through the University, not directly by Affiliate to the employee. For purposes of this section, supplemental compensation or benefits shall mean all compensation or benefits in addition to the base university compensation and benefits approved by the Board of Supervisors for duties performed by the employee for the University; and
- 6.3.8. Any other transaction not provided for above which would have a significant fiscal or long-term educational or policy impact on the System or any of its campuses or division which, in light of Article VII, Section 8 of the Bylaws of the Board of Supervisors, if performed directly by the affected campus would require Board approval. Affiliate may rely upon formal written specific communication from the Chancellor (or equivalent) with a copy to the President for a determination of whether a particular contemplated transaction meets the criteria set forth in this subsection; provided that this subsection shall not apply to any transactions (i) made solely for the benefit of Affiliate, or (ii) in an amount of \$250,000 or less.
- 6.4. For purposes of section 6.3, an "onerous donation" is one which: (i) imposes or purports to impose an obligation on the University, or (ii) contains a condition or obligation, the fulfillment of which would require actions not previously taken or approvals not previously granted by the University in accordance with applicable policies and procedures. Additionally, a donation of immovable property shall be considered an "onerous donation" if the immovable property is intended to be (i) retained by the Affiliate, rather than converted to money within a reasonable period of time, or (ii) leased or otherwise occupied by a component of the University. The President will provide written guidelines regarding acceptable *general* conditions in donations of movable property or cash or cash equivalents, including securities, for the support of the University, one of its campuses, institutions or departments which shall eliminate the classification as an "onerous donation" under this section.

- 6.5. Requests for a determination of acceptable University purpose shall be submitted to the Board through the President by the Chancellor (or equivalent) of the campus or institution for whose benefit the action is proposed, in accordance with the procedures set forth in Article VII, Section 8 of the Bylaws of University's Board of Supervisors. Any submission shall include a specific recommendation from the Chancellor or equivalent demonstrating that the proposed transaction is in support of the University and its mission.
- 6.6. The following disbursements and transactions require approval in accordance with policies and procedures mutually agreed to by University and Affiliate, which policies and procedures shall require, at a minimum, written authorization of the Chancellor (or equivalent) or his designee of the campus or institution for whose benefit the transaction or disbursement is being made prior to the disbursement:
- 6.6.1. Reasonable moving expenses and reasonable relocation expenses of a University employee covered by PM 69; and
- 6.6.2. Reasonable travel, moving, relocation, entertainment, educational benefits or reimbursements may be paid to a University employee (or authorized traveler). Such payments may be made for such expenses within and above state limits when specifically approved by appropriate University administrators in accordance with University policy. Pending further specification of University policy, such expenses require approval of the employee's dean, vice chancellor or other equivalent administrative official, or their designee.

7. Prohibited Expenditures; Advisory Opinions

- 7.1. Affiliate shall not expend funds for any of the following purposes, either directly or through reimbursement:
- 7.1.1. Solely for the private benefit of a University employee (or the family or spouse of a University employee or other non-employee who is on University business), except as provided for in subsections 6.3.7 and 6.6;
- 7.1.2. For any fines, penalties, or forfeitures of a University employee;
- 7.1.3. For any gift which is represented to be personally from a University employee in his or her personal capacity;
- 7.1.4. For political contributions which are prohibited by federal or state law or regulations;
- 7.1.5. For any expense or reimbursement which would create, under all the circumstances, a reasonable conclusion on behalf of the Affiliate that the benefit to the individual University employee outweighs the benefit to the University;
- 7.1.6. For any expense or reimbursement which would create, under all the circumstances, a reasonable conclusion on behalf of the Affiliate that the amount is extravagant or lavish beyond the appropriate University purpose. While not necessarily controlling, reference should be made to regulations adopted by the Internal Revenue Service in connection with allowed business expenses;

- 7.1.7. In connection with any contracts (or other agreements) between Affiliate and a University employee, unless justified in writing and with specificity demonstrating, among other justifications, that the proposed contractual duties with the Affiliate are not those which the employee should perform directly for the University. All such contracts must be recommended by the Chancellor and approved in accordance with University policy, including approval by the Board of Supervisors, where applicable. These requirements shall be in addition to those of University's PM-11. The requirements of the Louisiana Code of Ethics must also be considered by Affiliate if the University employee (or a related person) has an ownership interest in a legal entity with which Affiliate is considering contracting;
- 7.1.8. For any purpose other than as authorized in section 6 or through written amendment or clarification of this Agreement signed by both Affiliate and the President of University, except on the specific written recommendation of the Chancellor (for himself/herself and those under his/her supervision) and specific written approval of the President; and
- 7.1.9. For any purpose which is not consistent with Affiliate's Purpose; University shall have the final determination as to whether a particular disbursement or transaction is in support of University's mission, but shall be bound by such when the provisions of this Agreement are followed.
- 7.2. Where there is doubt about the reasonableness or validity of a proposed expenditure or transaction, or the procedure by which such expenditure or transaction should be reviewed, the Chancellor or equivalent, or legal counsel for Affiliate, shall seek an advisory opinion from the President of University, through the System Office of General Counsel. Where appropriate, the President may refer the question to the Audit Committee of the University's Board of Supervisors for a decision. The President may adopt guidelines to facilitate the provisions of this sub-paragraph.

8. Adoption of Policies and Procedures by Affiliate; Management Agreements

- 8.1. In consultation with University, Affiliate shall adopt a set of written policies and procedures designed to ensure compliance with this Agreement.
- 8.2. With the written consent of University, Affiliate may enter into one or more agreements ("Management Agreements") with other affiliates of University (that is, other non-profit organizations which are affiliated pursuant to University policy) so that one affiliate will manage the funds of another affiliate. In such event, the affiliate which is agreeing to manage the funds of the other affiliate shall be known as the "Managing Affiliate," while the affiliate transferring the funds shall be known as the "Managed Affiliate."
- 8.2.1. Unless otherwise specifically provided for in the Management Agreement, where Affiliate enters into a Management Agreement with an organization that has executed an Affiliation Agreement with University, Affiliate shall have no internal control or audit responsibilities with respect to the Managed Affiliate; provided, however, that Affiliate shall cooperate with the Managed Affiliate's management and auditors with respect to such matters.

- 8.2.2. Where Affiliate enters into a Management Agreement with an organization that has not executed an Affiliation Agreement with University, such Management Agreements shall:
- 8.2.2.1 Require that the Managing Affiliate comply with all applicable terms and conditions of this Agreement in its capacity as an agent of the Managed Affiliate; and
 - 8.2.2.2 Require that the funds and transactions of the Managed Affiliate be included in an annual audit conducted pursuant to section 5.1 or reviewed and reported annually in accordance with other agreed upon procedures approved by University.

9. Term and Termination

- 9.1 This Agreement revises and replaces previous Affiliation Agreements between University and Affiliate. It shall take effect on the date first written above, and shall continue for a period of one year. Thereafter, it shall be renewed and extended for additional one year periods unless either party gives notice to terminate pursuant to the provisions of section 9.2. The provisions of this section 9 shall survive any such termination.
- 9.2 Except to the extent modified by this Agreement or a separate written Agreement between Affiliate and University, either party may terminate this Agreement without cause by providing written notice to the other party no less than six (6) months prior to the effective date of the termination.
- 9.3 Except to the extent modified by this Agreement or a separate written Agreement between Affiliate and University, University may terminate this Agreement for cause in the event Affiliate (i) commits a material and substantial violation of the terms of this Agreement, (ii) fails to cure repeated violations of this Agreement after being provided with 30 days notice of such violations, or (iii) engages in or negligently allows its staff to engage in any substantial misuse of funds or other fraudulent activity.
- 9.4 Upon termination either with or without cause, Affiliate shall:
- 9.4.1 Cease to use the University's name to solicit donations or for any other purpose and shall not in any way represent to alumni, contributors, and the general public that said Affiliate is affiliated with the University or any of the colleges, schools, departments, and divisions comprising it;
 - 9.4.2 Immediately return to University all public funds which Affiliate holds as a depository pursuant to the provisions of sections 5.3 and 5.4;
 - 9.4.3 Provide an accounting to University of all funds, public or private, held by Affiliate; and
 - 9.4.4 Transfer to University or at the University's sole discretion to another non-profit entity affiliated with University, all funds and assets donated to Affiliate (or acquired with funds donated to Affiliate) which were donated to Affiliate because of its association with University. All funds and assets donated to Affiliate during the term of this Agreement and any predecessor agreement shall be presumed to have been donated to Affiliate because of its association with University. This sub-paragraph shall not prejudice any properly approved, valid, and enforceable financing

agreements executed by Affiliate. To the extent allowed by law, University will honor all restrictions imposed by donors as a condition of any donation.

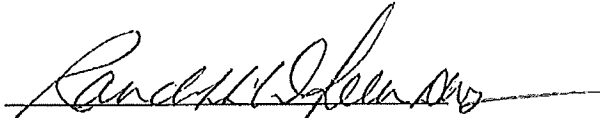
10 Notices; Entire Agreement; Venue

- 10.1 Whenever any notice or demand is required or permitted under this agreement, such notice or demand shall be given in writing and delivered in person or by certified mail to the University, addressed to its President at 3810 West Lakeshore Drive, Baton Rouge, LA, and to Affiliate at the address shown above.
- 10.2 This Agreement constitutes the entire agreement between the parties and shall not be amended except in writing signed by the President of University and a duly authorized officer of Affiliate. This Agreement is not intended to and does not create any rights in third parties.
- 10.3 The parties anticipate that they will enter into separate agreements for specific projects. Where there is a conflict between the terms of this Agreement and the terms of any separate agreement, the terms of the separate agreement shall control.
- 10.4 This Agreement is entered into, and any action arising from this Agreement shall be brought in, East Baton Rouge Parish, Louisiana.

Nothing herein shall be construed to affect the private and separate legal status of the Affiliate.

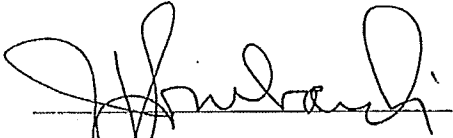
THUS DONE this 29 day of July, 2009 by the undersigned duly authorized representatives.

For Affiliate:



By: RANDOLPH D. GREEN, DDS
Chairman

For University



By: John V. Lombardi, President

PROPERTY DESCRIPTION

603 S. GALVEZ STREET LSU Health Foundation is seeking to purchase the property at this address

November 10, 2020

A large parcel on Square 529 in the First Municipal District, City of New Orleans, Orleans Parish, Louisiana is adjacent to the current LSU Health Downtown Campus development area. The parcel is for sale and LSU Health Foundation is interested in purchasing the property.

Figure 1. Location of the parcel in relation to the LSU Health Downtown Campus

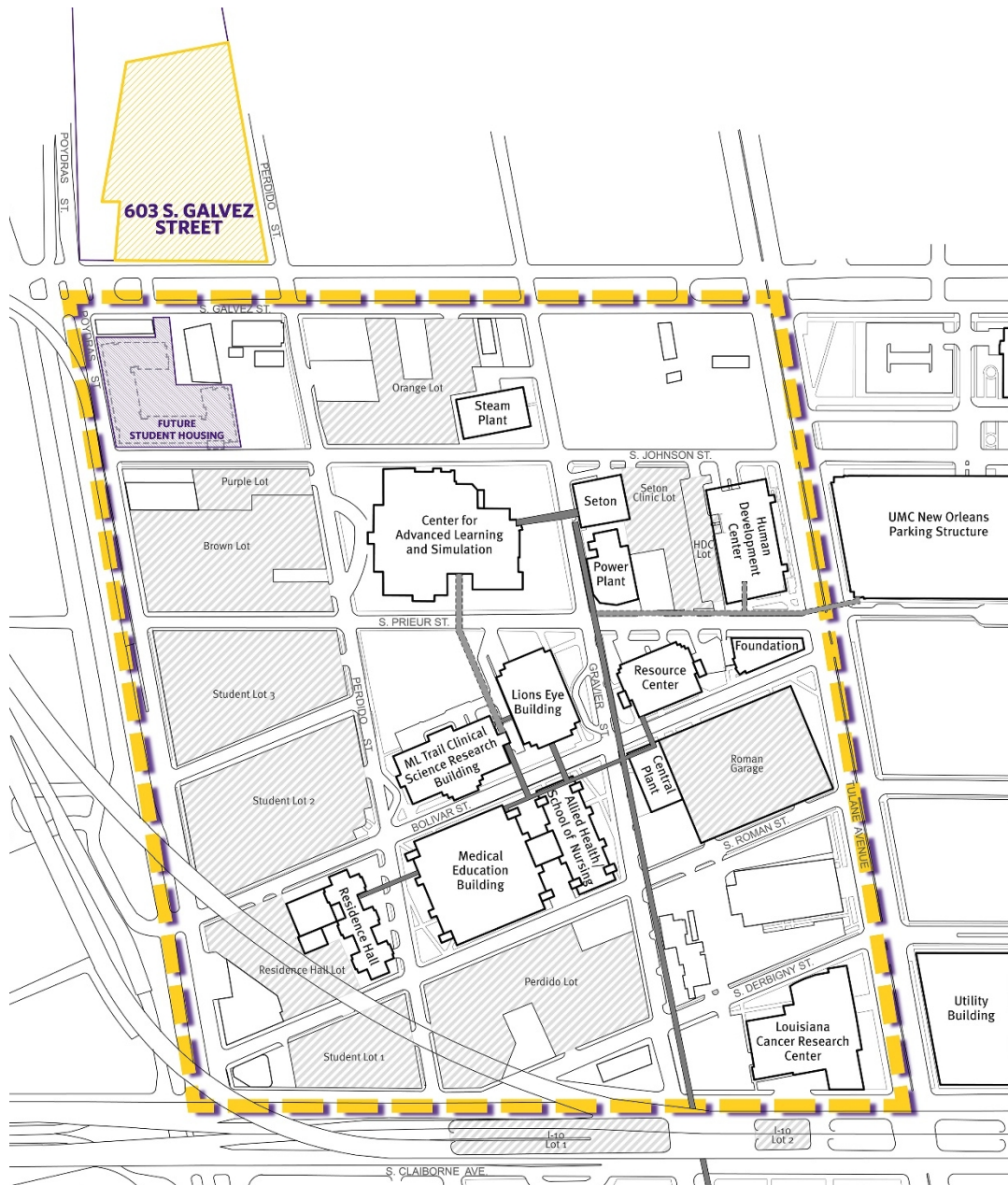
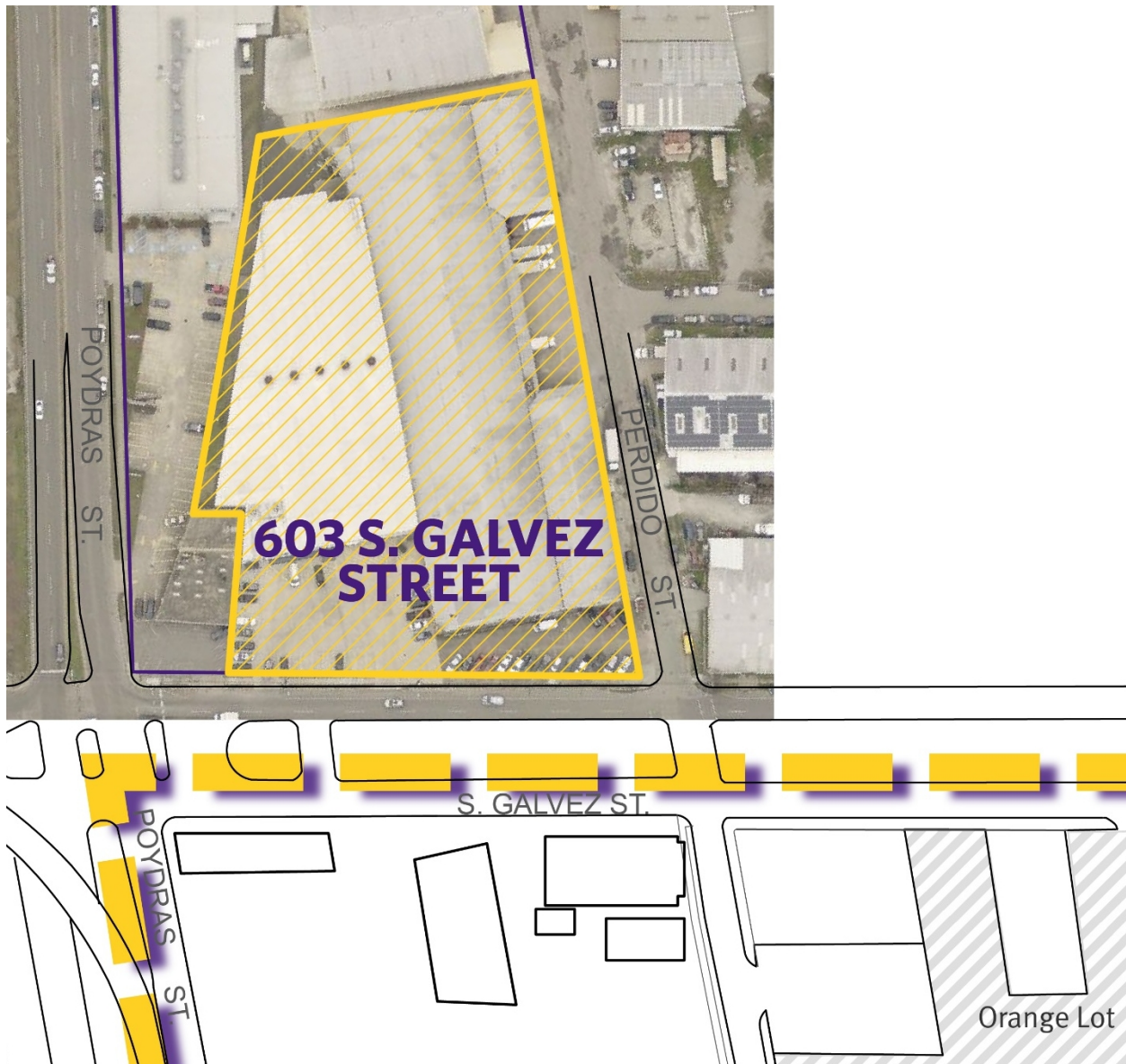


Figure 2. Parcel located at 603 S. Galvez Street

A large, irregular-shaped parcel on Lot 603, Square 529 in the First Municipal District, City of New Orleans, Orleans Parish, Louisiana is 123,825 square feet or 2.84 acres. The parcel is approximately 470 feet on Perdido St. and 322 feet on S. Galvez Street. The property has a large warehouse structure with loading dock and limited parking area.



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

November 10, 2020

Thomas C Galligan
 Interim President
 381 West Lakeshore Drive, Room 107
 Baton Rouge, LA 70808

Dear Sir,

In accordance with the rules established by the Board's Bylaws, Art. VII, Section 1.B, "Transfer of Title to Immovable Property" and pursuant to the Uniform Affiliation Agreement dated July 29, 2009 between the Foundation for the LSU Health Sciences Center (Foundation) and the Board of Supervisors of Louisiana State University Agricultural & Mechanical College (University), Section 6, "Disbursements and other transactions," the LSU Health Sciences Center – New Orleans (LSUHSC-NO) is submitting for approval by the Board of Supervisors the attached proposed Request to Amend Prior Authorization for the President to Determine an Acceptable University Purpose for the Purchase of Immovable Property by the LSU Health Foundation, New Orleans (Foundation).

On May 6, 2018, the Board authorized the LSU President, or his designee, to determine an Appropriate University Purpose for purchase by the Foundation of immovable property within a half-mile radius of the boundaries of the LSUHSC-NO campus, limiting the purchase price of the property to no more than \$2 million. LSUHSC-NO requests that the Board increase the authority granted to the LSU President from \$2 million to \$6 million for the purpose of investment and revenue generation for the benefit of LSUHSC-NO. This resolution is intended to give the President and the Foundation general authority to move quickly to acquire property as the opportunities arise. The requested increased authority is due to rising property prices adjacent to the LSUHSC-NO campus, an example of which is the parcel at 603 South Galvez Street, which has recently become available across the street from the new LSUHSC-NO student housing project currently under construction. The Foundation is in discussion with the sellers and would like to proceed with the purchase of the property, should a fair price be negotiated.

LSUHSC-NO is respectfully requesting approval of this request. I certify to the best of my knowledge that I have provided all necessary documentation and am seeking your review and favorable consideration. Thank you for your assistance.

Respectfully yours,

Larry Hollier, MD
 Chancellor



Board of Supervisors

Request from LSU Alexandria for the LSUA Foundation to Accept a Donation of Property at 5608 Grove Lane in Alexandria, Rapides Parish, Louisiana

Date: December 4, 2020

1. Bylaw Citation

Article VII, Section 1.

L. Other Significant Matters

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

and

Approval is required pursuant to the Uniform Affiliation Agreement as it provides for acceptance of donations of immovable property

2. Summary of Matter

The LSUA Foundation has been approached with a potential real estate donation that includes two parcels of land across the street from each other located in Alexandria, Louisiana. One parcel is an empty tract of approximately 0.88 acres. The other is approximately 0.65 acres and contains a 4,300 sq. ft. two story house. This house has been unoccupied for two years but has been well-maintained – both landscaping and interior. It includes primary and secondary living areas, dining, kitchen, office, sitting room, 5 bedrooms, 4.5 bathrooms, utility, and 3 car attached garage.

The Grove Lane house was constructed in 1937 on a 0.65 acre lot and includes circle drive, brick and wrought iron fencing, outdoor entertaining area and in-ground swimming pool. The current owner, who has ties to Louisiana State University at Alexandria, has generously offered to donate the house and a vacant parcel across the street to the LSUA Foundation for use by the University. The total areas is approximately 1.54 acres.

The LSUA Foundation proposes to use the house and associated grounds as a potential retreat center for meetings, symposiums, training and conference events, including events related to the current Fierce Capital Campaign, various fundraisers, and other functions. Additionally, future consideration will be given to its usage as an LSUA Chancellor's House.

Finally, the LSUA Foundation will reserve the right to sell the house and associated property at some future date in compliance with the donor's request and restrictions. If and when a sale occurs, all proceeds would be used for a scholarship endowment dedicated to students with a documented financial need.

The house is located nine miles from the LSU campus in a residential neighborhood in southwest Alexandria, surrounded by similar homes. The property is less than 0.5 miles from Hwy 171.

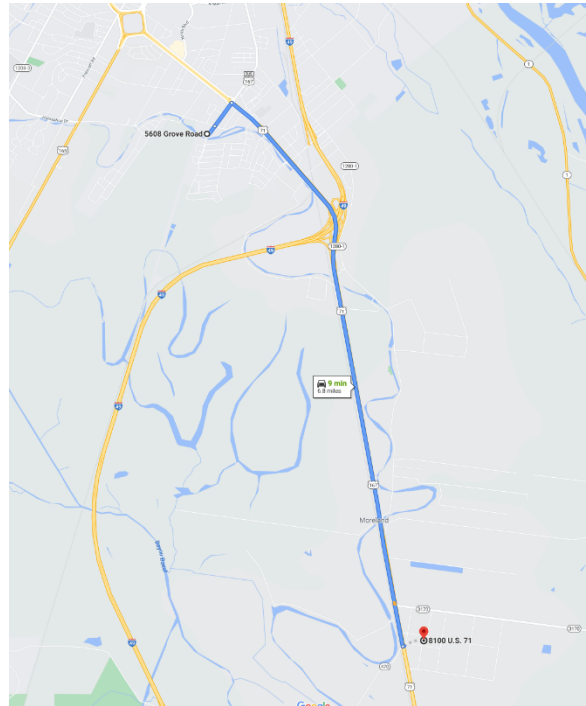
3. Review of Business Plan

The LSU Foundation will maintain and operate the facility, regardless of usage type. Annual projections for minimal upkeep, landscaping, and maintenance, are approximately \$15,000. If the facility is used for conference/retreat events, rates and potential revenue has not yet been decided.

At a minimum, the LSU foundation will maintain the house and adjacent property, including all associated costs.

4. Fiscal Impact

No significant fiscal impact is expected for LSU based on acceptance of this donation. The appraisal is in progress and is expected to be valued at over \$1,000,000. The donation is being made free and clear of any encumbrances. The only donor restrictions are based on a future sale of the property as described above and in the attached.



5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

The Act of Donation, appraisal, legal survey, and environmental analysis have not yet been completed. The donation will not be formally accepted until these documents have been prepared or reviewed by the LSU Foundation legal advisors and the Office of General Counsel has reviewed the final act of donation.

7. Parties of Interest

LSU Alexandria
LSUA Foundation
Members of the Richard B. Crowell family (the donors)

8. Related Transactions

LSUA expects to continue discussions with the family in hopes of securing this donation immediately after the new year.

9. Conflicts of Interest

None.

10. Attachments

1. Donor Restrictions Letter
2. Property Diagram

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, pursuant to the Uniform Affiliation Agreement between it and the LSUA Foundation, authorizes the President, or his designee, to determine if an acceptable university purpose exists for the LSUA Foundation to accept the donation of a house and other immovable property located in Rapides Parish, Louisiana from Richard B. Crowell, upon receipt of all appropriate due diligence efforts and review of the final act of donation to insure it includes such terms and conditions as the President of LSU, in consultation with the Office of General Counsel, deems to be in the best interests of LSU.

LAW OFFICES
CROWELL AND OWENS, LLC

<p>ZEBULON M. WINSTEAD† †Also Admitted in Mississippi ANDRÉE B. LEDDY‡ ‡Also Admitted in Florida and Minnesota</p>	<p style="text-align: center;">3416 North Blvd. Alexandria, LA 71301 (318) 445-1488 FAX: (318) 445-9098</p>	<p style="text-align: right;">RICHARD L. CROWELL <u>(1916 - 1994)</u> RICHARD B. CROWELL <u>Retired</u> WILLIAM B. OWENS <u>Of Counsel</u> HARRY F. RANDOW <u>Of Counsel</u></p>
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November 6, 2020

LSUA and/or LSUA Foundation
c/oMelinda Anderson

Dear Mrs. Anderson:

Please be aware that the proposed donation would be contingent upon a 2 year restriction barring the Foundation from selling the property without the Donor's written consent and a contingent requirement that if the Foundation should ever sell the property the proceeds will be placed into a scholarship fund for financially disadvantaged students who have a minimum GPA of 2.75. This would likewise be the case for any insurance proceeds derived from any damage to the property not used to repair the property.

If you have any questions, please feel free to call me.

By: _____
ZEBULON M. WINSTEAD
ZMW/wls

Proposed Donation: 5608 Grove Lane, Alexandria, LA 71302

Site photos, aerials and diagrams

November 10, 2020

Parcel ID: **2304633019000201**

Show Detailed Report	
Parcel ID	2304633019000201
RPID	4899
Owner	CROWELL RICHARD B, ET AL
CAMA Acreage	1
Partial Legal	---1 AC+--: PT. OF RANSBOTTOM EST. FRTG. 164' ON GROVE ROAD X 247.1' X 151' X 281.9' (4735)--- (CB 506-200)(CB 1732-487 MAXWELL) (CB 1853-932 CONRAD REAL ESTATE LLC) ***PARCEL I.D. # 23-46-33019-2*** (GROVE RD)
Parcel Address	0 GROVE RD 71302
Total Value	49000
Calculated GIS Area	0.8839 acres 38,504.8002 sq feet 0.0014 sq miles 3,577.2165 sq meters 0.0036 sq kilometers



Parcel ID: 230460730000801

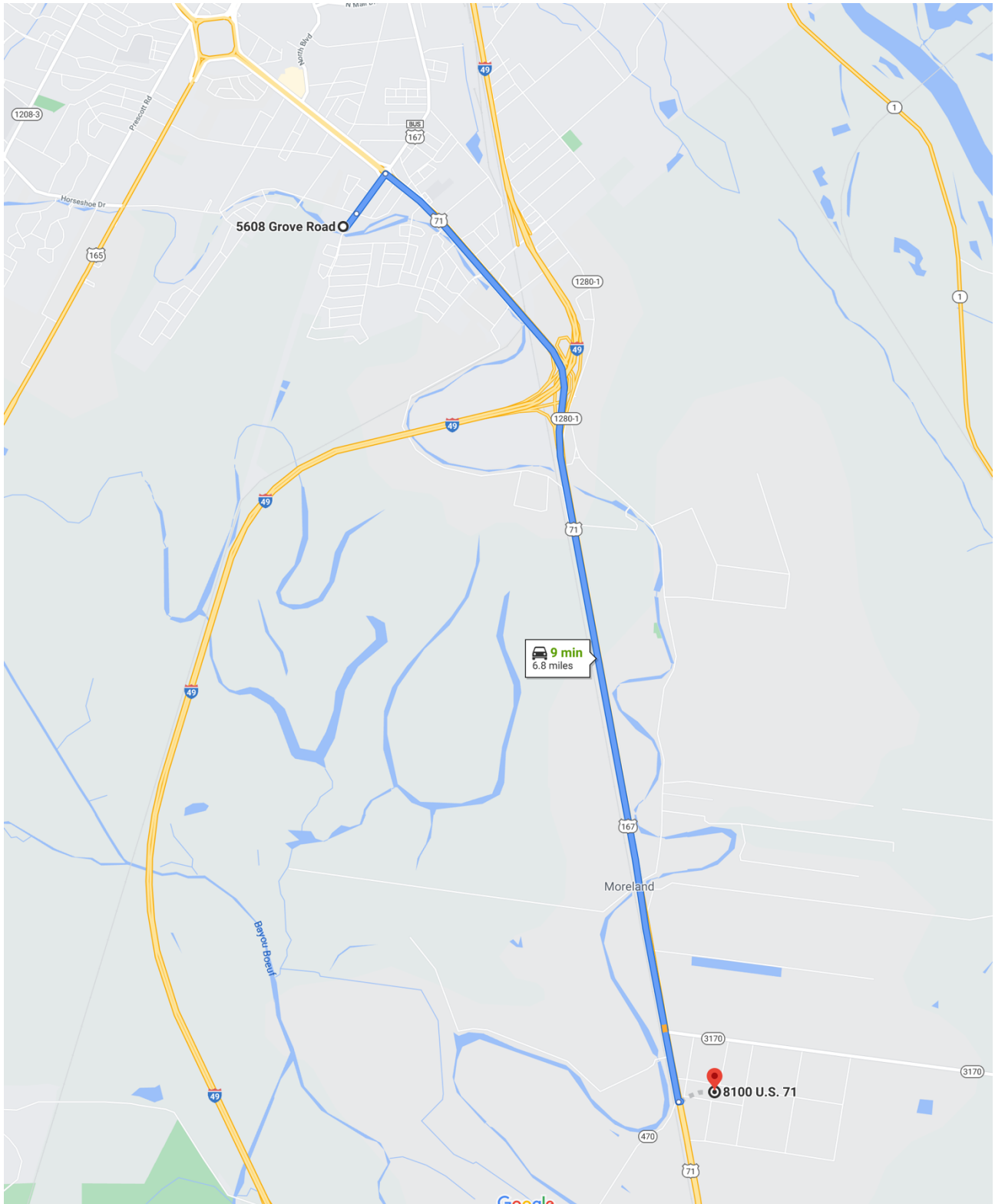


Parcel ID	230460730000801
RPID	5257
Owner	CROWELL RICHARD B
CAMA Acreage	0
Partial Legal	---LOT 8, PECAN GROVE (CB 913-509 MC SWEEN) ***PARCEL I.D. # 23-46-7300-8*** (5608 GROVE LANE)
Parcel Address	5608 GROVE LN 71302
Total Value	343000

Calculated GIS Area
0.6543 acres
28,502.5133 sq feet
0.001 sq miles
2,647.9727 sq meters
0.0026 sq kilometers



Proximity to LSUA Campus:





Board of Supervisors

AFFILIATED ORGANIZATION & OVERSIGHT COMMITTEE



Board of Supervisors

Recommendation to Approve an Affiliation Agreement with the Pennington Biomedical Research Foundation

Date: December 4, 2020

1. Bylaw Citation

Pursuant to Article VII, Section 1

- J. Any affiliation agreement with a private non-profit foundation formed to support the programs, facilities, and research and educational opportunities offered by one or more campuses of the University, or the University as a whole.

2. Summary of Matter

At its March 6, 2020 meeting, the Board of Supervisors approved a new Uniform Affiliation Agreement (UAA) template. The affiliation agreement outlines the general duties and responsibilities of both the University and the Affiliate. The template approved in March made a number of revisions and edits to the agreement, including providing for a more transparent and straightforward procedure to monitor compliance with the terms of the agreement. The university is now recommending approval of affiliation agreements with existing affiliates in the new UAA template.

3. Review of Business Plan

Not applicable

4. Fiscal Impact

There is no fiscal impact expected from the amended Affiliation Agreement.

5. Description of Competitive Process

Not applicable

6. Review of Legal Documents

Not applicable

7. Parties of Interest

LSU and the Pennington Biomedical Research Foundation.

8. Related Transactions

Not applicable

9. Conflicts of Interest

None.

10. Attachments

1. Affiliation Agreement with the Pennington Biomedical Research Foundation

RESOLUTION

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

Uniform Affiliation Agreement

This Agreement is made and entered into on the 15th day of October, 2020, between the Board of Supervisors of Louisiana State University Agricultural and Mechanical College ("University") and Pennington Biomedical Research Foundation ("Affiliate").

WHEREAS, as stated in La. R.S. 17:3390(A), the Legislature has found and University recognizes that private, nonprofit organizations under the direction and control of private individuals who support institutions of higher education are effective in obtaining private support for those institutions;

WHEREAS, as further stated in La. R.S. 17:3390(A), the Legislature encourages higher education management boards and institutions to promote the activities of alumni associations, foundations, and other private, nonprofit organizations that raise private funds for the support of public institutions of higher education;

WHEREAS, after considering the proposed mission and purpose of Affiliate, University has determined that Affiliate's activities will support or enhance one or more of the programs, facilities, research and educational opportunities offered by University;

WHEREAS, because of the close association of Affiliate with the University, it is prudent and beneficial to have a clear statement, agreed upon by the parties, of the respective responsibilities, requirements, authority, and relationship of the University and Affiliate while preserving the private and independent legal status of the Affiliate:

1. Affiliate Purpose and Status

- 1.1 Affiliate's purpose(s) shall be as defined in the Affiliate's Articles of Incorporation. All actions taken by Affiliate shall be consistent with and in furtherance of its stated purpose(s), and such actions shall likewise be consistent with the institutional mission and activities of University as defined by the University. In order to prevent the unnecessary duplication of activities among University affiliates, any proposed material change in Affiliate's authorized purpose(s) must be approved in advance and in writing by the President of LSU. Requests for approval of such changes in purpose shall be submitted to LSU's Executive Vice President for Finance and Administration and CFO ("LSU Executive Vice President") with a copy delivered to the Chair of the Board of Supervisors.
- 1.2 Unless waived in writing, Affiliate shall provide at least 30 days advance written notice to the LSU Executive Vice President of any proposed material change in Affiliate's Articles of Incorporation or Bylaws.
- 1.3 Affiliate has been formed as a private non-profit Louisiana organization, and has been recognized as and shall maintain its status as an organization exempt from taxation under Section 501(c) of the Internal Revenue Code.
- 1.4 Affiliate is a separate legal entity from University. Nothing in this Agreement shall be construed as to invalidate or restrict Affiliate's private and independent legal status.

2. Governance

- 2.1 To ensure that Affiliate's status as a private entity is recognized and maintained in accordance with La. R.S. 17:3390(B), Affiliate shall meet the following criteria:
- 2.1.1 Affiliate shall be under the management and control of a board of directors ("Affiliate's Board") elected by the members or shareholders of Affiliate.
 - 2.1.2 A majority of the voting members of Affiliate's Board shall consist of individuals who are not members or employees of a Louisiana higher education management board; and,
 - 2.1.3 Affiliate shall reimburse, either directly or in-kind, the cost of housing, personnel, and other support furnished to Affiliate by any institution of higher education.
- 2.2 Members of Affiliate Boards
- 2.2.1 The President of LSU, or his designee, shall be a non-voting *ex officio* member of Affiliate's Board and of the Executive Committee of such Board (or equivalent). To promote compliance with Affiliate's policy on conflicts of interest, and ensure that appropriate disclosures are made and facilitate an understanding of Affiliate's business, the President of LSU will provide Affiliate with reasonable advance notice identifying individuals designated to attend meetings in his place and will endeavor to utilize a single individual as his designee.
 - 2.2.2 The Chairman of the Board of Supervisors, in consultation with members of the Board of Supervisors and Chairman of the Affiliate Board, shall have the right to recommend a list of members of the Board of Supervisors as potential candidates to Affiliate for election to Affiliate's Board as non-voting members. Affiliate agrees that at all times, excluding instances associated with temporary vacancies created by death, resignation or similar causes, at least one member of its Board, shall be elected from the recommended candidates.
 - 2.2.3 Designation of the President of LSU (or his designee) and Affiliate's election of an individual nominated by the Chairman of the Board of Supervisors to serve as a member of Affiliate's Board and/or Executive Committee is not intended to and shall not be deemed a waiver of the privileges and immunities granted Affiliate pursuant to La. R.S. 17:3390.
- 2.3 If the Affiliate is in primary support of a single campus or institution, the Chancellor or equivalent shall, at a minimum, be given notice of and the ability to attend and participate as a non-voting, *ex officio* member in meetings of the Affiliate's Board and Executive Committee.
- 2.4 Members of the Board of Directors and the Executive Committee shall have reasonable access to all books and records of Affiliate in accordance with its generally applicable confidentiality and non-disclosure policies, provided that members who are or may be deemed "public servants," as defined in La. R.S. 42:1102(19), shall not have legal custody of Affiliate's books and records. Requests for access to books and records shall be made via written request directed to Affiliate's Chief Executive Officer.

3. General Duties and Responsibilities of Affiliate

- 3.1 Operate Affiliate for primary benefit of University in accordance with Affiliate's Articles of Incorporation and tax-exempt purpose.
- 3.2 Support and promote the mission and activities of the University.
- 3.3 Affiliate shall establish and enforce policies to identify and manage potential conflicts of interest and ensure that Affiliate's assets do not directly or indirectly unduly benefit any individual or other person.
- 3.4 Solicit and accept things of value of all kinds consistent with applicable law.
- 3.5 Receive, hold, invest, administer, manage, distribute and provide good stewardship of gifts and bequests in accordance with donor intent, applicable law and applicable University and Affiliate policies and procedures.
- 3.6 Expend funds for the establishment and operation of Affiliate and for any reasonable expenses incidental to the conduct of the affairs of Affiliate.
- 3.7 Within 120 days following the close of Affiliate's fiscal year, unless an extension is granted by the LSU Executive Vice President, submit the annual Affiliate Compliance Certificate (Exhibit A) and materials referenced therein, to the LSU Executive Vice President.
- 3.8 Subject to any limitations imposed by contracts among the University and third parties and applicable University policies, the Affiliate may be granted the right by University to utilize its "licensed marks" on a royalty free basis for its activities in support of LSU. Affiliate must adhere to the Louisiana State University Brand Identity.
- 3.9 University is an equal opportunity/access institution committed to diversity and inclusiveness in procurement. Affiliate is encouraged to reflect the spirit of this commitment in its business practices by: (a) participating in and encouraging major suppliers to participate in LSU sponsored outreach programs for small businesses as well as minority, women and veteran owned businesses ("DBEs"); (b) creating awareness among its suppliers that University and Affiliate encourage suppliers to make reasonable and prudent efforts to identify and provide competitive opportunities for participation by DBEs; and, (c) making reasonable and prudent efforts consistent with its unique needs as well as its fiduciary and good stewardship obligations, to identify and provide competitive opportunities for DBEs to participate in Affiliate's procurement opportunities. To assist Affiliate in its efforts, the University will make the resources of its Supplier Diversity program, including but not limited to lists of registered DBE's, personnel and information on best practices, available to Affiliate.

4. General Duties and Responsibilities of University

- 4.1 Support and promote the purpose and activities of Affiliate and encourage the donation of private funds to Affiliate;
- 4.2 Avoid action that would undermine Affiliate's status as a private entity, maintain the confidentiality of donor records and the private nature of Affiliate's books and records to the extent allowed by law;

- 4.3 Accept funds made available by Affiliate, provide good stewardship of gifts once received by University and utilize funds received from Affiliate in a manner consistent with University's mission, terms and conditions imposed by testators and donors, applicable law, this Agreement and University policy; and,
- 4.4 Make available to Affiliate, at University's sole discretion, appropriate facilities, personnel, or other support pursuant to the provisions of La. R.S. 17:3390(B)(3) and as otherwise permitted by law.

5. Records, Internal Controls and Funds Management

- 5.1 Recognizing the need to preserve the public trust and guard against the appearance of impropriety in its activities, Affiliate shall adopt, maintain, and enforce necessary and appropriate policies, procedures and internal controls, including policies on conflicts of interest, required for the conduct of its business in accordance with applicable law, the terms of this Agreement, applicable University policies and procedures and best practices for similar nonprofit organizations.
- 5.2 The books and records of Affiliate shall be kept in accordance with customary and current accounting standards. For the preparation of reports required by this section of this Agreement, an external accountant and/or auditor engaged to conduct such reports shall be selected from among the most recent list of certified public accountants maintained by the Louisiana Legislative Auditor.
- 5.3 In connection with its annual financial audit, Affiliate shall: (a) provide its auditors with a copy of this Agreement including all exhibits, schedules, and other attachments; (b) provide its auditors with access to all documents and other information relevant to this Agreement; (c) require Affiliate's chief executive officer to represent to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of this Agreement; and, (d) rotate audit partners or firms at least every five years.
- 5.4 On a biennial basis, to commence in an Affiliate's fiscal year (commencing on or following execution of this Agreement by Affiliate) designated by the Executive Vice President, or on an annual basis if requested in writing by the LSU Executive Vice President for good cause shown, Affiliate shall separately engage an Independent Accountant (which may be the same firm conducting its financial statement audit) to perform various procedures necessary to issue an Agreed Upon Procedures report concerning items included in the Schedule of Agreed - Upon Procedures for Verification of Affiliate Compliance (Exhibit D).
- 5.5 Affiliate shall provide to the LSU Executive Vice President within 120 days of the close of Affiliate's fiscal year: (a) its audited financial statements; and (b) its Agreed Upon Procedures report. At the request of the LSU Office of Internal Audit, Affiliate and its independent auditors shall arrange to meet with representatives from the LSU Office of Internal Audit to review written findings and/or the Agreed Upon Procedures report.
- 5.6 Affiliate shall evaluate and, where appropriate, take corrective action to remedy material and substantial audit findings. Material and substantial audit findings which have not either been

(a) resolved by management or, where appropriate, through corrective action within ninety (90) days following issuance of the annual audit, or (b) in cases where corrective action is appropriate, corrective action reasonably designed to resolve the issue has not been taken within ninety (90) days following issuance of the annual audit, shall be reported to the Audit Committee of the Board of Supervisors in writing.

- 5.7 Pursuant to a separate written Funds Management Agreement authorized and executed by University and Affiliate, University may in its discretion agree to deliver and Affiliate may agree to accept for deposit with Affiliate funds which have been donated to the University by private individuals or entities or which have been provided from the state to the University pursuant to the Board of Regents Support Fund or other programs.

6. Certain Disbursements and Other Transactions

- 6.1 All disbursements by Affiliate for administrative and operating expenses shall be in accordance with policies adopted by Affiliate's Board and in accordance with its annual budget, as modified by policies and procedures adopted by Affiliate's Board. Such policies shall provide for sound and prudent business practices, the payment or reimbursement of ordinary, necessary and reasonable business expenses, and shall address the content of this Agreement.
- 6.2 Affiliate shall not undertake the disbursements and transactions described on Exhibit B, other than transactions and disbursements involving operational and business management matters of Affiliate itself, without first obtaining a determination of acceptable University purpose from the appropriate University authority.
- 6.3 No donation requiring a determination of acceptable University purpose shall be publicized or otherwise disclosed by Affiliate prior to acceptance of any conditions or obligations by the University's Board or President of LSU in accordance with University policies and procedures.
- 6.4 Requests for a determination of acceptable University purpose shall be submitted to the President of LSU or to the Board through the President as may be appropriate by the Chancellor (or equivalent) of the campus or institution for whose benefit the action is proposed, in accordance with the procedures set forth in University procedures. Any submission shall include a specific recommendation from the Chancellor or equivalent demonstrating that the proposed transaction is in support of the University and its mission.
- 6.5 Absent exceptional circumstances and written approval by the Chancellor (or equivalent) and President (or designee), supplemental compensation or benefits to a University employee shall be paid through the University, not directly by Affiliate to the employee. For purposes of this section, supplemental compensation or benefits shall mean all compensation or benefits in addition to the base university compensation and benefits approved by the Board of Supervisors for duties performed by the employee for the University.
- 6.6 To ensure compliance with La. R.S. 17:3390(F), payments of over one thousand (\$1,000) dollars for any single transaction to, or on behalf of, or to reimburse the expense of a public employee of a public higher education institution or a public employee or officer of a management board of a public higher education institution shall be periodically reviewed and

approved by the Board of Supervisors in accordance with applicable policies and procedures. Affiliate may pay or reimburse such transactions pending approval by the Board, provided that any such payments or reimbursements subsequently disapproved by the Board shall be reimbursed to the Affiliate by the public employee or officer within ninety (90) days of such disapproval.

7. Prohibited Expenditures, Advisory Opinions

- 7.1 University, its employees and administrators shall not request the expenditure of funds and Affiliate shall not expend funds for any of the purposes described in section 2 of Exhibit C either directly or through reimbursement.
- 7.2 Where there is doubt about the reasonableness or validity of a proposed expenditure or transaction, or the procedure by which such expenditure or transaction should be reviewed, the Chancellor or equivalent, or legal counsel for Affiliate, shall seek an advisory opinion from the President, through the LSU Executive Vice President. Where appropriate, the President may refer the question to the Board of Supervisors for a decision. The President may adopt guidelines to facilitate the provisions of this sub-section.

8. Funds Management Agreements/Commitment of University Funds

- 8.1 With the written consent of the LSU Executive Vice President, Affiliate may enter into one or more agreements (“Funds Management Agreements”) with other affiliates of University (that is, other non-profit organizations which are recognized pursuant to University policy) so that one affiliate will manage the funds of another affiliate. In such event, the affiliate which is agreeing to manage the funds of the other affiliate shall be known as the “Funds Owner” while the affiliate transferring the funds shall be known as the “Funds Manager.”
- 8.2 Unless otherwise specifically provided for in the Funds Management Agreement, the Funds Manager shall have no internal control or audit responsibilities with respect to the Funds Owner; provided, however, that the Funds Manager shall cooperate with the Funds Owner’s management and auditors with respect to such matters.
- 8.3 Where Affiliate enters into a Funds Management Agreement with an organization that has not executed an Affiliation Agreement with University, such Funds Management Agreements shall:
 - 8.3.1 Require that the funds of the Funds Owner be included in either (a) the Funds Manager’s annual audit conducted pursuant to La. R.S. 17:3390 or, (b) if the Funds Manager is exempt from annual audit requirements pursuant to R.S. 17:3390, an exemption certificate and a sworn financial statement in accordance with La. R.S. 17:3390D(3)(a)-(c).
 - 8.3.2 Notify the Funds Owner of the requirements of La. R.S. 17:3390(D).
- 8.4 In connection with transactions requiring the commitment of material University resources (including the transfer of University funds), the Affiliate will enter into a written agreement outlining the structure or details of each specific transaction, excluding routine transactions;

the obligations of Affiliate, University, and any other parties; the public purpose to be achieved from such transaction; and, either a reasonable expectation that benefits to the University resulting from the transaction will equal or exceed the value of funds provided by the University or an affirmation that the value of the University funds committed to the transaction will be reimbursed, either directly or through in-kind services in accordance with the requirements of La. R.S. 17:3390(B)(3).

- 8.5 Upon written request from the LSU Executive Vice President, Affiliates that are exempt from annual audit requirements pursuant to La. R.S. 17:3390, may be required to submit a financial audit or agreed to procedures report acceptable to the University conducted in accordance with generally accepted auditing standards by an independent professional auditor or, at Affiliate's option, LSU Internal Audit personnel. In connection with any audit or agreed to procedures conducted pursuant to this section, Affiliate shall: (a) provide its auditors with a copy of this Agreement; (b) provide its auditors with access to all documents and other information relevant to this Agreement; and, (c) represent to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of this Agreement.

9. Term and Termination

- 9.1 This Agreement revises and replaces previous Affiliation Agreements between University and Affiliate. It shall take effect on the date first written above, and shall continue for a period of one year. Thereafter, it shall be automatically renewed and extended for additional one-year periods unless Affiliate gives notice to terminate pursuant to the provisions of section 9.2, or University gives notice to terminate pursuant to the provisions of section 9.3. The provisions of this section shall survive any such termination.
- 9.2 Except to the extent modified by this Agreement or a separate written Agreement between Affiliate and University, Affiliate may terminate this Agreement without cause by providing written notice to the University no less than six (6) months prior to the effective date of the termination.
- 9.3 Except to the extent modified by this Agreement or a separate written Agreement between Affiliate and University, University may terminate this Agreement for cause in the event of:
- 9.3.1 Affiliate commits a material and substantial violation of the terms of this Agreement and fails to cure such violation after being provided with at least 30 days' notice of such violation,
- 9.3.2 Affiliate engages in or negligently allows: (a) any material and substantial misuse of Affiliate's funds, or (b) any fraudulent or other illegal activity,
- 9.3.3 the commencement of a voluntary bankruptcy proceeding by Affiliate or the commencement of an involuntary bankruptcy proceeding against Affiliate that is not dismissed within 120 days,
- 9.3.4 the commencement of a voluntary dissolution proceeding by Affiliate or an involuntary dissolution proceeding against Affiliate that is not dismissed within 120 days,

- 9.3.5 a transfer of the campus, institution or program supported by Affiliate to another higher education management board,
 - 9.3.6 elimination or modification of programs offered by University such that Affiliate is no longer deemed necessary to the University's mission or the Affiliate is no longer able to achieve its purpose(s), or
 - 9.3.7 the occurrence of any other material event or circumstance similar in nature to those described in subsections 9.3.1-9.3.6 which, in the reasonable judgment of the University, constitutes cause and remains uncured following thirty (30) days' notice to Affiliate.
- 9.4 Upon termination of this Agreement, Affiliate shall:
- 9.4.1 Cease to use the University's name, marks or other indicia to solicit donations or for any other purpose and shall not in any way represent to alumni, contributors, and the general public that said Affiliate is affiliated with the University or authorized to raise funds for any of the colleges, schools, departments, and divisions comprising it;
 - 9.4.2 Unless otherwise directed in writing by the University or unless otherwise required pursuant to the terms of applicable law, immediately transfer to University or another affiliate designated by University, all public funds which Affiliate holds as a depository pursuant to the provisions of section 8.0;
 - 9.4.3 Terminate any Management Agreements entered into with other University affiliates in accordance with the terms of Section 8 of this Agreement and immediately return any managed funds to the appropriate Managed Affiliate(s); and,
 - 9.4.4 Provide an accounting to University of all funds, public or private, held by Affiliate within 120 days of notice of termination unless extended in writing by mutual agreement.
- 9.5 If the Affiliate's purpose is in primary support of a single campus or institution, and the necessity for termination of this Agreement results from the transfer of the supported campus or institution to another public higher education management board ("Transferee Institution"), to the extent consistent with applicable law and prudent financial management practices, the applicable provisions of any legislation authorizing transfer of the supported campus or institution and compliance with sections 9.4.1 through 9.4.4 of this Agreement, Affiliate may effect the termination of this agreement to the extent it enters into an affiliation agreement with the Transferee Institution providing for Affiliate's ability to continue its mission of supporting the same campus or institution subject to oversight by the Transferee Institution. Preceding the transfer, there shall be a review to determine whether there is any adverse impact on the University. In the event that Affiliate enters into an affiliation agreement with a Transferee Institution pursuant to the terms of this Section, the Transferee Institution and Affiliate shall agree to indemnify, defend and hold harmless University, its members, employees and agents from and against any and all claims and liabilities associated with or in any way arising out of University's association with Affiliate and Affiliate's actions or inactions (whether past, present or future).
- 9.6 Upon dissolution of Affiliate, whether dissolution is voluntary or involuntary, subject to compliance with sections 9.4 – 9.5 of this Agreement, applicable laws and Affiliate's Articles of Incorporation and other governing documents, Affiliate shall provide for its net assets to be distributed to another nonprofit affiliated with the University as designated by the

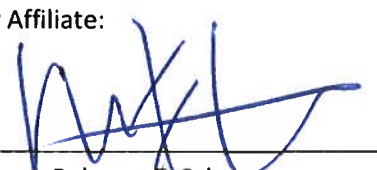
President of LSU, unless otherwise agreed by the University and Affiliate or directed by a court of competent jurisdiction and venue, to be used as nearly as practicable in accordance with the express terms of written acts of donation, testaments, pledges and similar instruments, donor intent, Affiliate's governing documents, purposes and applicable law. This paragraph shall not prejudice the rights of creditors including, without limitation, any properly approved, valid, and enforceable financing agreements executed by Affiliate.

10. Notices, Entire Agreement, Venue

- 10.1 Unless otherwise provided herein, whenever any notice or demand is required or permitted under this agreement, such notice or demand shall be given in writing and delivered in person or by certified mail to the University, addressed to its President at 3810 West Lakeshore Drive, Baton Rouge, LA, and to Affiliate at the address shown above. Unless otherwise provided herein, such advance notice requirements and time periods designated for the performance of specific acts may be extended or waived, in writing, by the LSU Executive Vice President.
- 10.2 This Agreement, including all exhibits, constitutes the entire agreement between the parties and shall not be amended except in writing signed by the President of University and a duly authorized officer of Affiliate. This Agreement is not intended to and does not create any rights in third parties.
- 10.3 The parties anticipate that they will enter into separate agreements for specific projects. Where there is a conflict between the terms of this Agreement and the terms of any separate agreement, the terms of the separate agreement shall control.
- 10.4 This Agreement is entered into, and any action arising from this Agreement shall be brought in, East Baton Rouge Parish, Louisiana.

THUS DONE AND SIGNED this 15th day of October, 2020, by the undersigned duly authorized representatives.

For Affiliate:

By: 
Name: Rebecca F. Schulte
Title: President/CEO

For University:

By: _____
Name:
Title:

EXHIBIT A TO UNIFORM AFFILIATION AGREEMENT
ANNUAL AFFILIATE COMPLIANCE CERTIFICATE

Date _____

LSU Board of Supervisors

Attn: _____

Baton Rouge, Louisiana

Re: _____ (“Organization”)

Annual Compliance Certificate

Members of the LSU Board of Supervisors:

In my capacity as the Chief Executive Officer (or other authorized officer) of _____, I am writing to confirm that *after making reasonable and appropriate inquiries, to the best of my knowledge, information and belief*, the following information is true and correct as of the date of this letter:

1. The Organization is required to obtain an annual financial audit in accordance with La. R.S. 17:3390. The annual financial audit for the fiscal year ending _____, conducted by an independent auditor, has been completed and a copy was provided to the Legislative Auditor with a copy to your office by letter dated _____;

OR

The Organization is exempt from the annual audit requirements of La. R.S. 17:3390, and copies of the Organization’s exemption certificate and sworn financial statement prepared in accordance with La. R.S. 17:3390D(3)(a)-(c), were provided to the Legislative Auditor with a copy to your office by letter dated _____;

2. The Organization’s annual tax return for the _____ tax year was completed and filed with IRS on _____ and a copy was delivered to your office by letter dated _____;

OR IF APPLICABLE

The Organization has requested an extension through _____ within which to file its annual tax return for the _____ tax year, and a copy of the return will be provided to your office upon filing;

3. A complete list of all active corporate affiliates and subsidiaries of the Organization as of this date and the purpose for which such entities have been formed is attached to this certificate as Schedule “1”;

4. A complete list of all “managed organizations” as defined in the Uniform Affiliation Agreement, managed by the Organization is attached to this certificate as Schedule “2”;
5. A current list of the Organization’s officers and directors is attached to this certificate as Schedule “3”;
6. A copy of the Organization’s Articles of Incorporation and Bylaws are on file with and copies of any proposed amendments have been provided to the Executive Vice President;
7. The Organization is registered as a Louisiana nonprofit entity and it remains exempt from taxation in accordance with Sections _____ of the Internal Revenue Code;
8. The Organization has taken all necessary action, including any filings required by the Louisiana Secretary of State and other authorities, to maintain its corporate existence and its tax-exempt status;
9. A preliminary list, which is subject to confirmation by your office, showing the type of any housing, personnel, and other support provided to Affiliate by University during the previous fiscal year pursuant to the provisions of La. R.S. 17:3390(B)(3), including (i) amount and location of any space or facilities provided, (ii) number of personnel provided, and (iii) a listing of the type of any other services provided to Affiliate by University is attached to this certificate as Schedule “4”;
10. As detailed in Schedule “5” to this certificate, during the previous fiscal year, (i) subject to confirmation by your office, our records indicate that the total amount paid in cash to University as direct reimbursement for housing, personnel and other support was \$_____, and (ii) subject to confirmation by your office, our records indicate that the total dollar value of all property provided to the University together with all expenditures made in support of the University (exclusive of costs for personnel employed solely by and for the benefit of Affiliate, facilities occupied solely by Affiliate and other Affiliate overhead and administrative costs), which amount shall be considered “in-kind” reimbursement for purposes of La. R.S. 17:3390(b)(3), was \$_____;
11. The Organization maintains and enforces a policy on conflicts of interest as well as other policies procedures and internal controls required for the conduct of its business in accordance with applicable law, the terms of the Affiliation Agreement, applicable University policies and procedures and best practices for similar nonprofit organizations;
12. Except as specifically provided for under the circumstances described in Sections 6 and 7 of the Uniform Affiliation Agreement or previously disclosed in writing to the Executive Vice President, the Organization has not engaged in any prohibited transactions or made any prohibited expenditures over the last fiscal year;
13. Except as previously disclosed in writing to the Audit Committee of the Board of Supervisors, the Organization resolved or will resolve any material and substantial audit findings within

90 days of the issuance of its annual audit in accordance with Uniform Affiliation Agreement Section 5.4;

14. The Organization has provided a copy of its current Affiliation Agreement and access to all documents and other information relevant to the Affiliation Agreement to its independent auditors, if applicable, for use in the evaluation of our internal controls and determining compliance with the Affiliation Agreement in connection with transactions reviewed by the auditors in the course of their work. The Organization has represented to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of the Affiliation Agreement; and,
15. A copy of the Agreed Upon Procedures report described in Section 5.4 and Exhibit D was provided to your office by letter dated _____.

Sincerely,

Name:

Title:

Schedule 1 to Annual Affiliate Compliance Certificate
List of Corporate Affiliates and Subsidiaries and Purposes of Such Entities

Name of Entity **Type of Entity and Purpose**

Schedule 2 to Annual Affiliate Compliance Certificate
List of "Managed Organizations"

Name of Entity **Type of Entity and Purpose**

Schedule 3 to Annual Affiliate Compliance Certificate
List of "Affiliate's Officers and Directors"

Schedule 4 to Annual Affiliate Compliance Certificate
List of Housing, Personnel, and Other Support Provided to Affiliate by University

Schedule 5 to Annual Affiliate Compliance Certificate
List of Support Provided by Affiliate to the University

EXHIBIT B TO UNIFORM AFFILIATION AGREEMENT
TRANSACTIONS REQUIRING A DETERMINATION OF APPROPRIATE UNIVERSITY PURPOSE

1. Unless involving operational and business management matters of Affiliate itself, Affiliate shall not undertake the following transactions and disbursements without first obtaining a determination of acceptable University purpose by the President or his designee **unless (i) approval by the University's Board is required by the Board's by-laws or applicable law, or (ii) the President, in the exercise of his discretion determines that consideration of the matter at issue by the University's Board is appropriate:**
 - A. Knowingly accepting any donation which either: contains a condition or imposes or purports to impose an obligation on the University, the fulfillment of which would require the University to undertake actions not previously taken or approvals not previously granted by the University in accordance with applicable policies and procedures without an express written provision indicating that the acceptance by Affiliate is conditioned on the acceptance of the conditions or obligations by the University's Board or President in accordance with University policies and procedures and the terms of this Agreement;
 - B. Accepting any donation of immovable property intended to be (a) retained by the Affiliate, rather than liquidated within a reasonable period of time, or (b) leased or otherwise occupied by a component of the University;
 - C. Purchasing any immovable property with a fair market value of \$500,000 or more, except property which will serve as the primary location of Affiliate's administrative offices; provided that this shall not prohibit decisions by Affiliate's Board relating to reasonable and prudent investments for the Affiliate's benefit;
 - D. Selling, donating, or otherwise transferring any immovable property which was acquired for use by the University, without providing at least thirty (30) days advance written notice to the LSU Executive Vice President;
 - E. Leasing any immovable property, facility, or portion of a facility which is expected to be occupied by the University for a period of one year or longer without providing at least thirty (30) days advance written notice to the LSU Executive Vice President;
 - F. Entering into any cooperative endeavor or similar agreement with any public or quasi-public entity; and,
 - G. Creating a legal entity as a subsidiary or component of Affiliate without providing at least thirty (30) days advance written notice (unless a shorter period for the notice is approved in writing by the Executive Vice President) to the LSU Executive Vice President. If any such legal entities are created, affiliate shall either: (i) if available, present the financial activities of each such subsidiary in discrete schedules attached to Affiliate's financial statements, or (ii) if such discrete schedules are not available, provide University with copies of the tax returns of each such subsidiary.

2. The following disbursements and transactions require approval in accordance with policies and procedures mutually agreed to by University and Affiliate:
 - A. Reasonable moving expenses and reasonable relocation expenses of a University employee covered by PM 13; and,

- B. Reasonable travel, moving, relocation, entertainment, educational benefits or reimbursements may be paid to a University employee (or authorized traveler). Such payments may be made for such expenses within and above state limits when specifically approved by appropriate University administrators in accordance with University policy. Pending further specification of University policy, such expenses require approval of the employee's dean, vice chancellor or other equivalent administrative official, or their designee.
3. Contracts (or other agreements, including employment agreements) and subsequent amendments between Affiliate and a University employee should be recommended by the Chancellor (or equivalent) and approved in accordance with University policy, including approval by the Board of Supervisors, where applicable. Justification for such contracts should be in writing and demonstrate that the employee's duties are not those which the employee should perform directly for the University. These requirements shall be in addition to those of University's PM-11.

EXHIBIT C TO UNIFORM AFFILIATION AGREEMENT
PROHIBITED EXPENDITURES

1. Submission of a written request for reimbursement or direct payment of an expense by or on behalf of a University employee shall constitute a **good faith** representation by University employees and administrators whose signatures appear on such request that (a) the **Affiliate's** expenditure of funds as requested is consistent with applicable University policies, applicable law and the terms of this Agreement, and (b) where expenditures involve the disbursement of donor restricted funds, that the **purpose for which the expenditure has been requested** is consistent with donor intent. For purposes of evaluating Affiliate's compliance with the terms of this Agreement, Affiliate may **reasonably** rely upon such representations.¹

2. University, its employees and administrators shall not request the expenditure of funds, and Affiliate shall not expend funds for any of the following purposes, either directly or through reimbursement:
 - A. Solely for the private benefit of a University employee (or the family or spouse of a University employee or other non-employee who is on University business), unless approved in accordance with section 2 of Exhibit B and section 6.3 of the Agreement;
 - B. For any fines, penalties, or forfeitures of a University employee;
 - C. For any gift which is represented to be personally from a University employee in his or her personal capacity;
 - D. For political contributions, including payments to political action committees;
 - E. For any expense or reimbursement which would create, under all the circumstances, a reasonable conclusion that the expenditure is either (i) lavish or extravagant, or (ii) the benefit to the individual University employee outweighs the benefit to the University;
 - F. Where payment of the expenditure would violate the Louisiana Code of Ethics;
 - G. For any purpose other than as authorized in the Agreement or through written amendment or clarification of this Agreement signed by both Affiliate and the President of University, except on the specific written recommendation of the Chancellor or equivalent (for himself/herself and those under his/her supervision) and specific written approval of the President;
 - H. For any purpose which is not consistent with Affiliate's tax exempt mission and the purpose(s) stated in section 1.1 of the Agreement.
 - I. Any purpose that would result in a finding that either (i) Affiliate is being operated for the benefit of private interests, or (ii) Affiliate has permitted its net earnings to inure to the benefit of any private shareholder or individual, in violation of applicable provisions of the Internal Revenue Code as amended.

¹ The concept of "reasonable reliance" as applied to Affiliate's review of requests for expenditures submitted by the University or University personnel permits Affiliate to rely on an implied representation that such requests are consistent with University policies and procedures and the terms of this Agreement, except where, for example: (a) Affiliate has knowledge of facts indicating that representations implied in the request are not accurate, or (b) necessary documentation has not been submitted to support the request, or (c) documentation submitted in connection with the request is incomplete, inconsistent or inaccurate on its face.

EXHIBIT D TO UNIFORM AFFILIATION AGREEMENT
SCHEDULE OF AGREED-UPON PROCEDURES
For
AFFILIATE VERIFICATION OF COMPLIANCE
WITH UNIFORM AFFILIATION AGREEMENT

Independent Accountants retained by Affiliates will issue an Agreed Upon Procedures report regarding findings based on the following:

1. Confirm that Affiliate maintains a written policy regarding the handling and resolution of audit findings, audit exceptions, and any misuse of funds by observing a copy of such policy. The policy shall require that any unresolved issues be reported to the Audit Committee of the LSU Board of Supervisors consistent with Sub-section 5.6.
2. Confirm that Affiliate's governing board has established and implemented policies governing conflicts of interest by observing a copy of such policy.
3. Obtain an understanding of the internal controls in place over cash disbursements and expenditures for the period in question. On a sample of items, inspect written evidence of the internal controls and support for each transaction to determine if Affiliate has designed and implemented procedures related to the following UAA provisions:
 - Supplemental compensation or benefits, as defined in section 6.5 of the UAA paid directly to a University employee has written approval by the Chancellor or equivalent and the President of LSU.
 - Payments made to or on behalf of University employees for travel, moving, relocation, entertainment, educational benefits, and other reimbursements have been approved by the employee's dean, vice chancellor, or other equivalent administrative official approval in accordance with policies and procedures mutually agreed to by University and Affiliate.
 - Payments for moving and relocation expenses of University employees covered by PM 13 have been approved in accordance with policies and procedures mutually agreed to by University and Affiliate.
 - Payments have not been made for expenses that are solely for the private benefit of a University employee (or the family or spouse of a University employee or other non-employee who is on University business) unless approved in accordance with Section 2 of Exhibit B and Section 6.3 of the UAA.
 - Fines, forfeitures or penalties of University employees have not been paid by the Affiliate.

- Gifts represented to be personally from a University employee in his or her personal capacity have not been made by the Affiliate nor has any University employee been reimbursed for the purchase of such a gift.
- Political contributions which are prohibited by applicable Internal Revenue Service Regulations or state law have not been made or reimbursed.
- Funds have not been disbursed in connection with contracts (or other agreements including employment agreements) between the Affiliate and a University employee unless recommended by the Chancellor (or equivalent) and approved by the LSU President or the Board of Supervisors.
- Funds have been not disbursed for any purpose which is not consistent with Affiliate's tax-exempt mission and the purpose(s) stated in section 1.1 of the UAA.
- Funds have not been disbursed for any purpose that would result in a finding that either (i) Affiliate is being operated for the benefit of private interests, or (ii) Affiliate has permitted its net earnings to inure to the benefit of any private shareholder or individual, in violation of applicable provisions of the Internal Revenue Code as amended.

The proposed sample size will be provided to the LSU Executive Vice President for review and comment at least 15 days prior to the engagement. Unless otherwise mutually agreed to by Affiliate and the Executive Vice President for good cause shown, the sample size shall not exceed the fewer of 10% of Affiliate's annual transactions or 50 transactions.

4. Obtain a written representation from the Affiliate that, in accordance with Section 5.3 of the UAA, Affiliate has (a) provided the Auditor with a copy of its current UAA including any amendments thereto; (b) provided the Auditor with access to all documents and other information relevant to the UAA; and, (c) represented to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of the UAA.



Board of Supervisors

Recommendation to Approve an Affiliation Agreement with the LSU Health Foundation, New Orleans

Date: December 4, 2020

1. Bylaw Citation

Pursuant to Article VII, Section 1

- J. Any affiliation agreement with a private non-profit foundation formed to support the programs, facilities, and research and educational opportunities offered by one or more campuses of the University, or the University as a whole.

2. Summary of Matter

At its March 6, 2020 meeting, the Board of Supervisors approved a new Uniform Affiliation Agreement (UAA) template. The affiliation agreement outlines the general duties and responsibilities of both the University and the Affiliate. The template approved in March made a number of revisions and edits to the agreement, including providing for a more transparent and straightforward procedure to monitor compliance with the terms of the agreement. The university is now recommending approval of affiliation agreements with existing affiliates in the new UAA template.

3. Review of Business Plan

Not applicable

4. Fiscal Impact

There is no fiscal impact expected from the amended Affiliation Agreement.

5. Description of Competitive Process

Not applicable

6. Review of Legal Documents

Not applicable

7. Parties of Interest

LSU and the LSU Health Foundation, New Orleans.

8. Related Transactions

Not applicable

9. Conflicts of Interest

None.

10. Attachments

1. Affiliation Agreement with the LSU Health Foundation, New Orleans

RESOLUTION

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

Uniform Affiliation Agreement

This Agreement is made and entered into on the 23 day of NOVEMBER, 2020, between the Board of Supervisors of Louisiana State University Agricultural and Mechanical College ("University") and LSU FOUNDATION, NEW ORLEANS ("Affiliate").

WHEREAS, as stated in La. R.S. 17:3390(A), the Legislature has found and University recognizes that private, nonprofit organizations under the direction and control of private individuals who support institutions of higher education are effective in obtaining private support for those institutions;

WHEREAS, as further stated in La. R.S. 17:3390(A), the Legislature encourages higher education management boards and institutions to promote the activities of alumni associations, foundations, and other private, nonprofit organizations that raise private funds for the support of public institutions of higher education;

WHEREAS, after considering the proposed mission and purpose of Affiliate, University has determined that Affiliate's activities will support or enhance one or more of the programs, facilities, research and educational opportunities offered by University;

WHEREAS, because of the close association of Affiliate with the University, it is prudent and beneficial to have a clear statement, agreed upon by the parties, of the respective responsibilities, requirements, authority, and relationship of the University and Affiliate while preserving the private and independent legal status of the Affiliate:

1. Affiliate Purpose and Status

- 1.1 Affiliate's purpose(s) shall be as defined in the Affiliate's Articles of Incorporation. All actions taken by Affiliate shall be consistent with and in furtherance of its stated purpose(s), and such actions shall likewise be consistent with the institutional mission and activities of University as defined by the University. In order to prevent the unnecessary duplication of activities among University affiliates, any proposed material change in Affiliate's authorized purpose(s) must be approved in advance and in writing by the President of LSU. Requests for approval of such changes in purpose shall be submitted to LSU's Executive Vice President for Finance and Administration and CFO ("LSU Executive Vice President") with a copy delivered to the Chair of the Board of Supervisors.
- 1.2 Unless waived in writing, Affiliate shall provide at least 30 days advance written notice to the LSU Executive Vice President of any proposed material change in Affiliate's Articles of Incorporation or Bylaws.
- 1.3 Affiliate has been formed as a private non-profit Louisiana organization, and has been recognized as and shall maintain its status as an organization exempt from taxation under Section 501(c) of the Internal Revenue Code.
- 1.4 Affiliate is a separate legal entity from University. Nothing in this Agreement shall be construed as to invalidate or restrict Affiliate's private and independent legal status.

2. Governance

- 2.1 To ensure that Affiliate's status as a private entity is recognized and maintained in accordance with La. R.S. 17:3390(B), Affiliate shall meet the following criteria:
 - 2.1.1 Affiliate shall be under the management and control of a board of directors ("Affiliate's Board") elected by the members or shareholders of Affiliate.
 - 2.1.2 A majority of the voting members of Affiliate's Board shall consist of individuals who are not members or employees of a Louisiana higher education management board; and,
 - 2.1.3 Affiliate shall reimburse, either directly or in-kind, the cost of housing, personnel, and other support furnished to Affiliate by any institution of higher education.
- 2.2 Members of Affiliate Boards
 - 2.2.1 The President of LSU, or his designee, shall be a non-voting *ex officio* member of Affiliate's Board and of the Executive Committee of such Board (or equivalent). To promote compliance with Affiliate's policy on conflicts of interest, and ensure that appropriate disclosures are made and facilitate an understanding of Affiliate's business, the President of LSU will provide Affiliate with reasonable advance notice identifying individuals designated to attend meetings in his place and will endeavor to utilize a single individual as his designee.
 - 2.2.2 The Chairman of the Board of Supervisors, in consultation with members of the Board of Supervisors and Chairman of the Affiliate Board, shall have the right to recommend a list of members of the Board of Supervisors as potential candidates to Affiliate for election to Affiliate's Board as non-voting members. Affiliate agrees that at all times, excluding instances associated with temporary vacancies created by death, resignation or similar causes, at least one member of its Board, shall be elected from the recommended candidates.
 - 2.2.3 Designation of the President of LSU (or his designee) and Affiliate's election of an individual nominated by the Chairman of the Board of Supervisors to serve as a member of Affiliate's Board and/or Executive Committee is not intended to and shall not be deemed a waiver of the privileges and immunities granted Affiliate pursuant to La. R.S. 17:3390.
- 2.3 If the Affiliate is in primary support of a single campus or institution, the Chancellor or equivalent shall, at a minimum, be given notice of and the ability to attend and participate as a non-voting, *ex officio* member in meetings of the Affiliate's Board and Executive Committee.
- 2.4 Members of the Board of Directors and the Executive Committee shall have reasonable access to all books and records of Affiliate in accordance with its generally applicable confidentiality and non-disclosure policies, provided that members who are or may be deemed "public servants," as defined in La. R.S. 42:1102(19), shall not have legal custody of Affiliate's books and records. Requests for access to books and records shall be made via written request directed to Affiliate's Chief Executive Officer.

3. General Duties and Responsibilities of Affiliate

- 3.1 Operate Affiliate for primary benefit of University in accordance with Affiliate’s Articles of Incorporation and tax-exempt purpose.
- 3.2 Support and promote the mission and activities of the University.
- 3.3 Affiliate shall establish and enforce policies to identify and manage potential conflicts of interest and ensure that Affiliate’s assets do not directly or indirectly unduly benefit any individual or other person.
- 3.4 Solicit and accept things of value of all kinds consistent with applicable law.
- 3.5 Receive, hold, invest, administer, manage, distribute and provide good stewardship of gifts and bequests in accordance with donor intent, applicable law and applicable University and Affiliate policies and procedures.
- 3.6 Expend funds for the establishment and operation of Affiliate and for any reasonable expenses incidental to the conduct of the affairs of Affiliate.
- 3.7 Within 120 days following the close of Affiliate’s fiscal year, unless an extension is granted by the LSU Executive Vice President, submit the annual Affiliate Compliance Certificate (Exhibit A) and materials referenced therein, to the LSU Executive Vice President.
- 3.8 Subject to any limitations imposed by contracts among the University and third parties and applicable University policies, the Affiliate may be granted the right by University to utilize its “licensed marks” on a royalty free basis for its activities in support of LSU. Affiliate must adhere to the Louisiana State University Brand Identity.
- 3.9 University is an equal opportunity/access institution committed to diversity and inclusiveness in procurement. Affiliate is encouraged to reflect the spirit of this commitment in its business practices by: (a) participating in and encouraging major suppliers to participate in LSU sponsored outreach programs for small businesses as well as minority, women and veteran owned businesses (“DBEs”); (b) creating awareness among its suppliers that University and Affiliate encourage suppliers to make reasonable and prudent efforts to identify and provide competitive opportunities for participation by DBEs; and, (c) making reasonable and prudent efforts consistent with its unique needs as well as its fiduciary and good stewardship obligations, to identify and provide competitive opportunities for DBEs to participate in Affiliate’s procurement opportunities. To assist Affiliate in its efforts, the University will make the resources of its Supplier Diversity program, including but not limited to lists of registered DBE’s, personnel and information on best practices, available to Affiliate.

4. General Duties and Responsibilities of University

- 4.1 Support and promote the purpose and activities of Affiliate and encourage the donation of private funds to Affiliate;
- 4.2 Avoid action that would undermine Affiliate’s status as a private entity, maintain the confidentiality of donor records and the private nature of Affiliate’s books and records to the extent allowed by law;

- 4.3 Accept funds made available by Affiliate, provide good stewardship of gifts once received by University and utilize funds received from Affiliate in a manner consistent with University's mission, terms and conditions imposed by testators and donors, applicable law, this Agreement and University policy; and,
- 4.4 Make available to Affiliate, at University's sole discretion, appropriate facilities, personnel, or other support pursuant to the provisions of La. R.S. 17:3390(B)(3) and as otherwise permitted by law.

5. Records, Internal Controls and Funds Management

- 5.1 Recognizing the need to preserve the public trust and guard against the appearance of impropriety in its activities, Affiliate shall adopt, maintain, and enforce necessary and appropriate policies, procedures and internal controls, including policies on conflicts of interest, required for the conduct of its business in accordance with applicable law, the terms of this Agreement, applicable University policies and procedures and best practices for similar nonprofit organizations.
- 5.2 The books and records of Affiliate shall be kept in accordance with customary and current accounting standards. For the preparation of reports required by this section of this Agreement, an external accountant and/or auditor engaged to conduct such reports shall be selected from among the most recent list of certified public accountants maintained by the Louisiana Legislative Auditor.
- 5.3 In connection with its annual financial audit, Affiliate shall: (a) provide its auditors with a copy of this Agreement including all exhibits, schedules, and other attachments; (b) provide its auditors with access to all documents and other information relevant to this Agreement; (c) require Affiliate's chief executive officer to represent to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of this Agreement; and, (d) rotate audit partners or firms at least every five years.
- 5.4 On a biennial basis, to commence in an Affiliate's fiscal year (commencing on or following execution of this Agreement by Affiliate) designated by the Executive Vice President, or on an annual basis if requested in writing by the LSU Executive Vice President for good cause shown, Affiliate shall separately engage an Independent Accountant (which may be the same firm conducting its financial statement audit) to perform various procedures necessary to issue an Agreed Upon Procedures report concerning items included in the Schedule of Agreed - Upon Procedures for Verification of Affiliate Compliance (Exhibit D).
- 5.5 Affiliate shall provide to the LSU Executive Vice President within 120 days of the close of Affiliate's fiscal year: (a) its audited financial statements; and (b) its Agreed Upon Procedures report. At the request of the LSU Office of Internal Audit, Affiliate and its independent auditors shall arrange to meet with representatives from the LSU Office of Internal Audit to review written findings and/or the Agreed Upon Procedures report.
- 5.6 Affiliate shall evaluate and, where appropriate, take corrective action to remedy material and substantial audit findings. Material and substantial audit findings which have not either been

(a) resolved by management or, where appropriate, through corrective action within ninety (90) days following issuance of the annual audit, or (b) in cases where corrective action is appropriate, corrective action reasonably designed to resolve the issue has not been taken within ninety (90) days following issuance of the annual audit, shall be reported to the Audit Committee of the Board of Supervisors in writing.

- 5.7 Pursuant to a separate written Funds Management Agreement authorized and executed by University and Affiliate, University may in its discretion agree to deliver and Affiliate may agree to accept for deposit with Affiliate funds which have been donated to the University by private individuals or entities or which have been provided from the state to the University pursuant to the Board of Regents Support Fund or other programs.

6. Certain Disbursements and Other Transactions

- 6.1 All disbursements by Affiliate for administrative and operating expenses shall be in accordance with policies adopted by Affiliate's Board and in accordance with its annual budget, as modified by policies and procedures adopted by Affiliate's Board. Such policies shall provide for sound and prudent business practices, the payment or reimbursement of ordinary, necessary and reasonable business expenses, and shall address the content of this Agreement.
- 6.2 Affiliate shall not undertake the disbursements and transactions described on Exhibit B, other than transactions and disbursements involving operational and business management matters of Affiliate itself, without first obtaining a determination of acceptable University purpose from the appropriate University authority.
- 6.3 No donation requiring a determination of acceptable University purpose shall be publicized or otherwise disclosed by Affiliate prior to acceptance of any conditions or obligations by the University's Board or President of LSU in accordance with University policies and procedures.
- 6.4 Requests for a determination of acceptable University purpose shall be submitted to the President of LSU or to the Board through the President as may be appropriate by the Chancellor (or equivalent) of the campus or institution for whose benefit the action is proposed, in accordance with the procedures set forth in University procedures. Any submission shall include a specific recommendation from the Chancellor or equivalent demonstrating that the proposed transaction is in support of the University and its mission.
- 6.5 Absent exceptional circumstances and written approval by the Chancellor (or equivalent) and President (or designee), supplemental compensation or benefits to a University employee shall be paid through the University, not directly by Affiliate to the employee. For purposes of this section, supplemental compensation or benefits shall mean all compensation or benefits in addition to the base university compensation and benefits approved by the Board of Supervisors for duties performed by the employee for the University.
- 6.6 To ensure compliance with La. R.S. 17:3390(F), payments of over one thousand (\$1,000) dollars for any single transaction to, or on behalf of, or to reimburse the expense of a public employee of a public higher education institution or a public employee or officer of a management board of a public higher education institution shall be periodically reviewed and

approved by the Board of Supervisors in accordance with applicable policies and procedures. Affiliate may pay or reimburse such transactions pending approval by the Board, provided that any such payments or reimbursements subsequently disapproved by the Board shall be reimbursed to the Affiliate by the public employee or officer within ninety (90) days of such disapproval.

7. Prohibited Expenditures, Advisory Opinions

- 7.1 University, its employees and administrators shall not request the expenditure of funds and Affiliate shall not expend funds for any of the purposes described in section 2 of Exhibit C either directly or through reimbursement.
- 7.2 Where there is doubt about the reasonableness or validity of a proposed expenditure or transaction, or the procedure by which such expenditure or transaction should be reviewed, the Chancellor or equivalent, or legal counsel for Affiliate, shall seek an advisory opinion from the President, through the LSU Executive Vice President. Where appropriate, the President may refer the question to the Board of Supervisors for a decision. The President may adopt guidelines to facilitate the provisions of this sub-section.

8. Funds Management Agreements/Commitment of University Funds

- 8.1 With the written consent of the LSU Executive Vice President, Affiliate may enter into one or more agreements (“Funds Management Agreements”) with other affiliates of University (that is, other non-profit organizations which are recognized pursuant to University policy) so that one affiliate will manage the funds of another affiliate. In such event, the affiliate which is agreeing to manage the funds of the other affiliate shall be known as the “Funds Owner” while the affiliate transferring the funds shall be known as the “Funds Manager.”
- 8.2 Unless otherwise specifically provided for in the Funds Management Agreement, the Funds Manager shall have no internal control or audit responsibilities with respect to the Funds Owner; provided, however, that the Funds Manager shall cooperate with the Funds Owner’s management and auditors with respect to such matters.
- 8.3 Where Affiliate enters into a Funds Management Agreement with an organization that has not executed an Affiliation Agreement with University, such Funds Management Agreements shall:
 - 8.3.1 Require that the funds of the Funds Owner be included in either (a) the Funds Manager’s annual audit conducted pursuant to La. R.S. 17:3390 or, (b) if the Funds Manager is exempt from annual audit requirements pursuant to R.S. 17:3390, an exemption certificate and a sworn financial statement in accordance with La. R.S. 17:3390D(3)(a)-(c).
 - 8.3.2 Notify the Funds Owner of the requirements of La. R.S. 17:3390(D).
- 8.4 In connection with transactions requiring the commitment of material University resources (including the transfer of University funds), the Affiliate will enter into a written agreement outlining the structure or details of each specific transaction, excluding routine transactions;

the obligations of Affiliate, University, and any other parties; the public purpose to be achieved from such transaction; and, either a reasonable expectation that benefits to the University resulting from the transaction will equal or exceed the value of funds provided by the University or an affirmation that the value of the University funds committed to the transaction will be reimbursed, either directly or through in-kind services in accordance with the requirements of La. R.S. 17:3390(B)(3).

- 8.5 Upon written request from the LSU Executive Vice President, Affiliates that are exempt from annual audit requirements pursuant to La. R.S. 17:3390, may be required to submit a financial audit or agreed to procedures report acceptable to the University conducted in accordance with generally accepted auditing standards by an independent professional auditor or, at Affiliate's option, LSU Internal Audit personnel. In connection with any audit or agreed to procedures conducted pursuant to this section, Affiliate shall: (a) provide its auditors with a copy of this Agreement; (b) provide its auditors with access to all documents and other information relevant to this Agreement; and, (c) represent to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of this Agreement.

9. Term and Termination

- 9.1 This Agreement revises and replaces previous Affiliation Agreements between University and Affiliate. It shall take effect on the date first written above, and shall continue for a period of one year. Thereafter, it shall be automatically renewed and extended for additional one-year periods unless Affiliate gives notice to terminate pursuant to the provisions of section 9.2, or University gives notice to terminate pursuant to the provisions of section 9.3. The provisions of this section shall survive any such termination.
- 9.2 Except to the extent modified by this Agreement or a separate written Agreement between Affiliate and University, Affiliate may terminate this Agreement without cause by providing written notice to the University no less than six (6) months prior to the effective date of the termination.
- 9.3 Except to the extent modified by this Agreement or a separate written Agreement between Affiliate and University, University may terminate this Agreement for cause in the event of:
- 9.3.1 Affiliate commits a material and substantial violation of the terms of this Agreement and fails to cure such violation after being provided with at least 30 days' notice of such violation,
- 9.3.2 Affiliate engages in or negligently allows: (a) any material and substantial misuse of Affiliate's funds, or (b) any fraudulent or other illegal activity,
- 9.3.3 the commencement of a voluntary bankruptcy proceeding by Affiliate or the commencement of an involuntary bankruptcy proceeding against Affiliate that is not dismissed within 120 days,
- 9.3.4 the commencement of a voluntary dissolution proceeding by Affiliate or an involuntary dissolution proceeding against Affiliate that is not dismissed within 120 days,

- 9.3.5 a transfer of the campus, institution or program supported by Affiliate to another higher education management board,
 - 9.3.6 elimination or modification of programs offered by University such that Affiliate is no longer deemed necessary to the University's mission or the Affiliate is no longer able to achieve its purpose(s), or
 - 9.3.7 the occurrence of any other material event or circumstance similar in nature to those described in subsections 9.3.1-9.3.6 which, in the reasonable judgment of the University, constitutes cause and remains uncured following thirty (30) days' notice to Affiliate.
- 9.4 Upon termination of this Agreement, Affiliate shall:
- 9.4.1 Cease to use the University's name, marks or other indicia to solicit donations or for any other purpose and shall not in any way represent to alumni, contributors, and the general public that said Affiliate is affiliated with the University or authorized to raise funds for any of the colleges, schools, departments, and divisions comprising it;
 - 9.4.2 Unless otherwise directed in writing by the University or unless otherwise required pursuant to the terms of applicable law, immediately transfer to University or another affiliate designated by University, all public funds which Affiliate holds as a depository pursuant to the provisions of section 8.0;
 - 9.4.3 Terminate any Management Agreements entered into with other University affiliates in accordance with the terms of Section 8 of this Agreement and immediately return any managed funds to the appropriate Managed Affiliate(s); and,
 - 9.4.4 Provide an accounting to University of all funds, public or private, held by Affiliate within 120 days of notice of termination unless extended in writing by mutual agreement.
- 9.5 If the Affiliate's purpose is in primary support of a single campus or institution, and the necessity for termination of this Agreement results from the transfer of the supported campus or institution to another public higher education management board ("Transferee Institution"), to the extent consistent with applicable law and prudent financial management practices, the applicable provisions of any legislation authorizing transfer of the supported campus or institution and compliance with sections 9.4.1 through 9.4.4 of this Agreement, Affiliate may effect the termination of this agreement to the extent it enters into an affiliation agreement with the Transferee Institution providing for Affiliate's ability to continue its mission of supporting the same campus or institution subject to oversight by the Transferee Institution. Preceding the transfer, there shall be a review to determine whether there is any adverse impact on the University. In the event that Affiliate enters into an affiliation agreement with a Transferee Institution pursuant to the terms of this Section, the Transferee Institution and Affiliate shall agree to indemnify, defend and hold harmless University, its members, employees and agents from and against any and all claims and liabilities associated with or in any way arising out of University's association with Affiliate and Affiliate's actions or inactions (whether past, present or future).
- 9.6 Upon dissolution of Affiliate, whether dissolution is voluntary or involuntary, subject to compliance with sections 9.4 – 9.5 of this Agreement, applicable laws and Affiliate's Articles of Incorporation and other governing documents, Affiliate shall provide for its net assets to be distributed to another nonprofit affiliated with the University as designated by the

President of LSU, unless otherwise agreed by the University and Affiliate or directed by a court of competent jurisdiction and venue, to be used as nearly as practicable in accordance with the express terms of written acts of donation, testaments, pledges and similar instruments, donor intent, Affiliate's governing documents, purposes and applicable law. This paragraph shall not prejudice the rights of creditors including, without limitation, any properly approved, valid, and enforceable financing agreements executed by Affiliate.

10. Notices, Entire Agreement, Venue

- 10.1 Unless otherwise provided herein, whenever any notice or demand is required or permitted under this agreement, such notice or demand shall be given in writing and delivered in person or by certified mail to the University, addressed to its President at 3810 West Lakeshore Drive, Baton Rouge, LA, and to Affiliate at the address shown above. Unless otherwise provided herein, such advance notice requirements and time periods designated for the performance of specific acts may be extended or waived, in writing, by the LSU Executive Vice President.
- 10.2 This Agreement, including all exhibits, constitutes the entire agreement between the parties and shall not be amended except in writing signed by the President of University and a duly authorized officer of Affiliate. This Agreement is not intended to and does not create any rights in third parties.
- 10.3 The parties anticipate that they will enter into separate agreements for specific projects. Where there is a conflict between the terms of this Agreement and the terms of any separate agreement, the terms of the separate agreement shall control.
- 10.4 This Agreement is entered into, and any action arising from this Agreement shall be brought in, East Baton Rouge Parish, Louisiana.

THUS DONE AND SIGNED this 23 day of NOVEMBER, 2020 by the undersigned duly authorized representatives.

For Affiliate:

For University:

By: 
Name: MATTHEW ALTIER
Title: PRESIDENT / CEO

By: _____
Name:
Title:

EXHIBIT A TO UNIFORM AFFILIATION AGREEMENT
ANNUAL AFFILIATE COMPLIANCE CERTIFICATE

Date _____

LSU Board of Supervisors

Attn: _____

Baton Rouge, Louisiana

Re: _____ (“Organization”)

Annual Compliance Certificate

Members of the LSU Board of Supervisors:

In my capacity as the Chief Executive Officer (or other authorized officer) of _____, I am writing to confirm that *after making reasonable and appropriate inquiries, to the best of my knowledge, information and belief*, the following information is true and correct as of the date of this letter:

1. The Organization is required to obtain an annual financial audit in accordance with La. R.S. 17:3390. The annual financial audit for the fiscal year ending _____, conducted by an independent auditor, has been completed and a copy was provided to the Legislative Auditor with a copy to your office by letter dated _____;

OR

The Organization is exempt from the annual audit requirements of La. R.S. 17:3390, and copies of the Organization’s exemption certificate and sworn financial statement prepared in accordance with La. R.S. 17:3390D(3)(a)-(c), were provided to the Legislative Auditor with a copy to your office by letter dated _____;

2. The Organization’s annual tax return for the ____ tax year was completed and filed with IRS on _____ and a copy was delivered to your office by letter dated _____;

OR IF APPLICABLE

The Organization has requested an extension through _____ within which to file its annual tax return for the _____ tax year, and a copy of the return will be provided to your office upon filing;

3. A complete list of all active corporate affiliates and subsidiaries of the Organization as of this date and the purpose for which such entities have been formed is attached to this certificate as Schedule “1”;

4. A complete list of all “managed organizations” as defined in the Uniform Affiliation Agreement, managed by the Organization is attached to this certificate as Schedule “2”;
5. A current list of the Organization’s officers and directors is attached to this certificate as Schedule “3”;
6. A copy of the Organization’s Articles of Incorporation and Bylaws are on file with and copies of any proposed amendments have been provided to the Executive Vice President;
7. The Organization is registered as a Louisiana nonprofit entity and it remains exempt from taxation in accordance with Sections _____ of the Internal Revenue Code;
8. The Organization has taken all necessary action, including any filings required by the Louisiana Secretary of State and other authorities, to maintain its corporate existence and its tax-exempt status;
9. A preliminary list, which is subject to confirmation by your office, showing the type of any housing, personnel, and other support provided to Affiliate by University during the previous fiscal year pursuant to the provisions of La. R.S. 17:3390(B)(3), including (i) amount and location of any space or facilities provided, (ii) number of personnel provided, and (iii) a listing of the type of any other services provided to Affiliate by University is attached to this certificate as Schedule “4”;
10. As detailed in Schedule “5” to this certificate, during the previous fiscal year, (i) subject to confirmation by your office, our records indicate that the total amount paid in cash to University as direct reimbursement for housing, personnel and other support was \$_____, and (ii) subject to confirmation by your office, our records indicate that the total dollar value of all property provided to the University together with all expenditures made in support of the University (exclusive of costs for personnel employed solely by and for the benefit of Affiliate, facilities occupied solely by Affiliate and other Affiliate overhead and administrative costs), which amount shall be considered “in-kind” reimbursement for purposes of La. R.S. 17:3390(b)(3), was \$_____;
11. The Organization maintains and enforces a policy on conflicts of interest as well as other policies procedures and internal controls required for the conduct of its business in accordance with applicable law, the terms of the Affiliation Agreement, applicable University policies and procedures and best practices for similar nonprofit organizations;
12. Except as specifically provided for under the circumstances described in Sections 6 and 7 of the Uniform Affiliation Agreement or previously disclosed in writing to the Executive Vice President, the Organization has not engaged in any prohibited transactions or made any prohibited expenditures over the last fiscal year;
13. Except as previously disclosed in writing to the Audit Committee of the Board of Supervisors, the Organization resolved or will resolve any material and substantial audit findings within

90 days of the issuance of its annual audit in accordance with Uniform Affiliation Agreement Section 5.4;

14. The Organization has provided a copy of its current Affiliation Agreement and access to all documents and other information relevant to the Affiliation Agreement to its independent auditors, if applicable, for use in the evaluation of our internal controls and determining compliance with the Affiliation Agreement in connection with transactions reviewed by the auditors in the course of their work. The Organization has represented to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of the Affiliation Agreement; and,
15. A copy of the Agreed Upon Procedures report described in Section 5.4 and Exhibit D was provided to your office by letter dated _____.

Sincerely,

Name:

Title:

Schedule 1 to Annual Affiliate Compliance Certificate
List of Corporate Affiliates and Subsidiaries and Purposes of Such Entities

Name of Entity **Type of Entity and Purpose**

Schedule 2 to Annual Affiliate Compliance Certificate
List of "Managed Organizations"

Name of Entity **Type of Entity and Purpose**

Schedule 3 to Annual Affiliate Compliance Certificate
List of "Affiliate's Officers and Directors"

Schedule 4 to Annual Affiliate Compliance Certificate
List of Housing, Personnel, and Other Support Provided to Affiliate by University

Schedule 5 to Annual Affiliate Compliance Certificate
List of Support Provided by Affiliate to the University

EXHIBIT B TO UNIFORM AFFILIATION AGREEMENT
TRANSACTIONS REQUIRING A DETERMINATION OF APPROPRIATE UNIVERSITY PURPOSE

1. Unless involving operational and business management matters of Affiliate itself, Affiliate shall not undertake the following transactions and disbursements without first obtaining a determination of acceptable University purpose by the President or his designee unless (i) approval by the University's Board is required by the Board's by-laws or applicable law, or (ii) the President, in the exercise of his discretion determines that consideration of the matter at issue by the University's Board is appropriate:
 - A. Knowingly accepting any donation which either: contains a condition or imposes or purports to impose an obligation on the University, the fulfillment of which would require the University to undertake actions not previously taken or approvals not previously granted by the University in accordance with applicable policies and procedures without an express written provision indicating that the acceptance by Affiliate is conditioned on the acceptance of the conditions or obligations by the University's Board or President in accordance with University policies and procedures and the terms of this Agreement;
 - B. Accepting any donation of immovable property intended to be (a) retained by the Affiliate, rather than liquidated within a reasonable period of time, or (b) leased or otherwise occupied by a component of the University;
 - C. Purchasing any immovable property with a fair market value of \$500,000 or more, except property which will serve as the primary location of Affiliate's administrative offices; provided that this shall not prohibit decisions by Affiliate's Board relating to reasonable and prudent investments for the Affiliate's benefit;
 - D. Selling, donating, or otherwise transferring any immovable property which was acquired for use by the University, without providing at least thirty (30) days advance written notice to the LSU Executive Vice President;
 - E. Leasing any immovable property, facility, or portion of a facility which is expected to be occupied by the University for a period of one year or longer without providing at least thirty (30) days advance written notice to the LSU Executive Vice President;
 - F. Entering into any cooperative endeavor or similar agreement with any public or quasi-public entity; and,
 - G. Creating a legal entity as a subsidiary or component of Affiliate without providing at least thirty (30) days advance written notice (unless a shorter period for the notice is approved in writing by the Executive Vice President) to the LSU Executive Vice President. If any such legal entities are created, affiliate shall either: (i) if available, present the financial activities of each such subsidiary in discrete schedules attached to Affiliate's financial statements, or (ii) if such discrete schedules are not available, provide University with copies of the tax returns of each such subsidiary.

2. The following disbursements and transactions require approval in accordance with policies and procedures mutually agreed to by University and Affiliate:
 - A. Reasonable moving expenses and reasonable relocation expenses of a University employee covered by PM 13; and,

B. Reasonable travel, moving, relocation, entertainment, educational benefits or reimbursements may be paid to a University employee (or authorized traveler). Such payments may be made for such expenses within and above state limits when specifically approved by appropriate University administrators in accordance with University policy. Pending further specification of University policy, such expenses require approval of the employee's dean, vice chancellor or other equivalent administrative official, or their designee.

3. Contracts (or other agreements, including employment agreements) and subsequent amendments between Affiliate and a University employee should be recommended by the Chancellor (or equivalent) and approved in accordance with University policy, including approval by the Board of Supervisors, where applicable. Justification for such contracts should be in writing and demonstrate that the employee's duties are not those which the employee should perform directly for the University. These requirements shall be in addition to those of University's PM-11.

EXHIBIT C TO UNIFORM AFFILIATION AGREEMENT
PROHIBITED EXPENDITURES

1. Submission of a written request for reimbursement or direct payment of an expense by or on behalf of a University employee shall constitute a **good faith** representation by University employees and administrators whose signatures appear on such request that (a) the Affiliate's expenditure of funds as requested is consistent with applicable University policies, applicable law and the terms of this Agreement, and (b) where expenditures involve the disbursement of donor restricted funds, that the **purpose for which the expenditure has been requested** is consistent with donor intent. For purposes of evaluating Affiliate's compliance with the terms of this Agreement, Affiliate may **reasonably** rely upon such representations.¹

2. University, its employees and administrators shall not request the expenditure of funds, and Affiliate shall not expend funds for any of the following purposes, either directly or through reimbursement:
 - A. Solely for the private benefit of a University employee (or the family or spouse of a University employee or other non-employee who is on University business), unless approved in accordance with section 2 of Exhibit B and section 6.3 of the Agreement;
 - B. For any fines, penalties, or forfeitures of a University employee;
 - C. For any gift which is represented to be personally from a University employee in his or her personal capacity;
 - D. For political contributions, including payments to political action committees;
 - E. For any expense or reimbursement which would create, under all the circumstances, a reasonable conclusion that the expenditure is either (i) lavish or extravagant, or (ii) the benefit to the individual University employee outweighs the benefit to the University;
 - F. Where payment of the expenditure would violate the Louisiana Code of Ethics;
 - G. For any purpose other than as authorized in the Agreement or through written amendment or clarification of this Agreement signed by both Affiliate and the President of University, except on the specific written recommendation of the Chancellor or equivalent (for himself/herself and those under his/her supervision) and specific written approval of the President;
 - H. For any purpose which is not consistent with Affiliate's tax exempt mission and the purpose(s) stated in section 1.1 of the Agreement.
 - I. Any purpose that would result in a finding that either (i) Affiliate is being operated for the benefit of private interests, or (ii) Affiliate has permitted its net earnings to inure to the benefit of any private shareholder or individual, in violation of applicable provisions of the Internal Revenue Code as amended.

¹ The concept of "reasonable reliance" as applied to Affiliate's review of requests for expenditures submitted by the University or University personnel permits Affiliate to rely on an implied representation that such requests are consistent with University policies and procedures and the terms of this Agreement, except where, for example: (a) Affiliate has knowledge of facts indicating that representations implied in the request are not accurate, or (b) necessary documentation has not been submitted to support the request, or (c) documentation submitted in connection with the request is incomplete, inconsistent or inaccurate on its face.

EXHIBIT D TO UNIFORM AFFILIATION AGREEMENT
SCHEDULE OF AGREED-UPON PROCEDURES
For
AFFILIATE VERIFICATION OF COMPLIANCE
WITH UNIFORM AFFILIATION AGREEMENT

Independent Accountants retained by Affiliates will issue an Agreed Upon Procedures report regarding findings based on the following:

1. Confirm that Affiliate maintains a written policy regarding the handling and resolution of audit findings, audit exceptions, and any misuse of funds by observing a copy of such policy. The policy shall require that any unresolved issues be reported to the Audit Committee of the LSU Board of Supervisors consistent with Sub-section 5.6.
2. Confirm that Affiliate's governing board has established and implemented policies governing conflicts of interest by observing a copy of such policy.
3. Obtain an understanding of the internal controls in place over cash disbursements and expenditures for the period in question. On a sample of items, inspect written evidence of the internal controls and support for each transaction to determine if Affiliate has designed and implemented procedures related to the following UAA provisions:
 - Supplemental compensation or benefits, as defined in section 6.5 of the UAA paid directly to a University employee has written approval by the Chancellor or equivalent and the President of LSU.
 - Payments made to or on behalf of University employees for travel, moving, relocation, entertainment, educational benefits, and other reimbursements have been approved by the employee's dean, vice chancellor, or other equivalent administrative official approval in accordance with policies and procedures mutually agreed to by University and Affiliate.
 - Payments for moving and relocation expenses of University employees covered by PM 13 have been approved in accordance with policies and procedures mutually agreed to by University and Affiliate.
 - Payments have not been made for expenses that are solely for the private benefit of a University employee (or the family or spouse of a University employee or other non-employee who is on University business) unless approved in accordance with Section 2 of Exhibit B and Section 6.3 of the UAA.
 - Fines, forfeitures or penalties of University employees have not been paid by the Affiliate.

- Gifts represented to be personally from a University employee in his or her personal capacity have not been made by the Affiliate nor has any University employee been reimbursed for the purchase of such a gift.
- Political contributions which are prohibited by applicable Internal Revenue Service Regulations or state law have not been made or reimbursed.
- Funds have not been disbursed in connection with contracts (or other agreements including employment agreements) between the Affiliate and a University employee unless recommended by the Chancellor (or equivalent) and approved by the LSU President or the Board of Supervisors.
- Funds have been not disbursed for any purpose which is not consistent with Affiliate's tax-exempt mission and the purpose(s) stated in section 1.1 of the UAA.
- Funds have not been disbursed for any purpose that would result in a finding that either (i) Affiliate is being operated for the benefit of private interests, or (ii) Affiliate has permitted its net earnings to inure to the benefit of any private shareholder or individual, in violation of applicable provisions of the Internal Revenue Code as amended.

The proposed sample size will be provided to the LSU Executive Vice President for review and comment at least 15 days prior to the engagement. Unless otherwise mutually agreed to by Affiliate and the Executive Vice President for good cause shown, the sample size shall not exceed the fewer of 10% of Affiliate's annual transactions or 50 transactions.

4. Obtain a written representation from the Affiliate that, in accordance with Section 5.3 of the UAA, Affiliate has (a) provided the Auditor with a copy of its current UAA including any amendments thereto; (b) provided the Auditor with access to all documents and other information relevant to the UAA; and, (c) represented to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of the UAA.



Board of Supervisors

Recommendation to Approve an Affiliation Agreement with the LSU School of Medicine-New Orleans Alumni Association Inc.

Date: December 4, 2020

1. Bylaw Citation

Pursuant to Article VII, Section 1

- J. Any affiliation agreement with a private non-profit foundation formed to support the programs, facilities, and research and educational opportunities offered by one or more campuses of the University, or the University as a whole.

2. Summary of Matter

At its March 6, 2020 meeting, the Board of Supervisors approved a new Uniform Affiliation Agreement (UAA) template. The affiliation agreement outlines the general duties and responsibilities of both the University and the Affiliate. The template approved in March made a number of revisions and edits to the agreement, including providing for a more transparent and straightforward procedure to monitor compliance with the terms of the agreement. The university is now recommending approval of affiliation agreements with existing affiliates in the new UAA template.

3. Review of Business Plan

Not applicable

4. Fiscal Impact

There is no fiscal impact expected from the amended Affiliation Agreement.

5. Description of Competitive Process

Not applicable

6. Review of Legal Documents

Not applicable

7. Parties of Interest

LSU and the LSU School of Medicine-New Orleans Alumni Association, Inc.

8. Related Transactions

Not applicable

9. Conflicts of Interest

None.

10. Attachments

1. Affiliation Agreement with the LSU School of Medicine-New Orleans Alumni Association, Inc.

RESOLUTION

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

Uniform Affiliation Agreement

This Agreement is made and entered into on the ___ day of _____, 20___, between the Board of Supervisors of Louisiana State University Agricultural and Mechanical College ("University") and LSU Medical Alumni Association ("Affiliate").

WHEREAS, as stated in La. R.S. 17:3390(A), the Legislature has found and University recognizes that private, nonprofit organizations under the direction and control of private individuals who support institutions of higher education are effective in obtaining private support for those institutions;

WHEREAS, as further stated in La. R.S. 17:3390(A), the Legislature encourages higher education management boards and institutions to promote the activities of alumni associations, foundations, and other private, nonprofit organizations that raise private funds for the support of public institutions of higher education;

WHEREAS, after considering the proposed mission and purpose of Affiliate, University has determined that Affiliate's activities will support or enhance one or more of the programs, facilities, research and educational opportunities offered by University;

WHEREAS, because of the close association of Affiliate with the University, it is prudent and beneficial to have a clear statement, agreed upon by the parties, of the respective responsibilities, requirements, authority, and relationship of the University and Affiliate while preserving the private and independent legal status of the Affiliate:

1. Affiliate Purpose and Status

- 1.1 Affiliate's purpose(s) shall be as defined in the Affiliate's Articles of Incorporation. All actions taken by Affiliate shall be consistent with and in furtherance of its stated purpose(s), and such actions shall likewise be consistent with the institutional mission and activities of University as defined by the University. In order to prevent the unnecessary duplication of activities among University affiliates, any proposed material change in Affiliate's authorized purpose(s) must be approved in advance and in writing by the President of LSU. Requests for approval of such changes in purpose shall be submitted to LSU's Executive Vice President for Finance and Administration and CFO ("LSU Executive Vice President") with a copy delivered to the Chair of the Board of Supervisors.
- 1.2 Unless waived in writing, Affiliate shall provide at least 30 days advance written notice to the LSU Executive Vice President of any proposed material change in Affiliate's Articles of Incorporation or Bylaws.
- 1.3 Affiliate has been formed as a private non-profit Louisiana organization, and has been recognized as and shall maintain its status as an organization exempt from taxation under Section 501(c) of the Internal Revenue Code.
- 1.4 Affiliate is a separate legal entity from University. Nothing in this Agreement shall be construed as to invalidate or restrict Affiliate's private and independent legal status.

2. Governance

- 2.1 To ensure that Affiliate's status as a private entity is recognized and maintained in accordance with La. R.S. 17:3390(B), Affiliate shall meet the following criteria:
 - 2.1.1 Affiliate shall be under the management and control of a board of directors ("Affiliate's Board") elected by the members or shareholders of Affiliate.
 - 2.1.2 A majority of the voting members of Affiliate's Board shall consist of individuals who are not members or employees of a Louisiana higher education management board; and,
 - 2.1.3 Affiliate shall reimburse, either directly or in-kind, the cost of housing, personnel, and other support furnished to Affiliate by any institution of higher education.
- 2.2 Members of Affiliate Boards
 - 2.2.1 The President of LSU, or his designee, shall be a non-voting *ex officio* member of Affiliate's Board and of the Executive Committee of such Board (or equivalent). To promote compliance with Affiliate's policy on conflicts of interest, and ensure that appropriate disclosures are made and facilitate an understanding of Affiliate's business, the President of LSU will provide Affiliate with reasonable advance notice identifying individuals designated to attend meetings in his place and will endeavor to utilize a single individual as his designee.
 - 2.2.2 The Chairman of the Board of Supervisors, in consultation with members of the Board of Supervisors and Chairman of the Affiliate Board, shall have the right to recommend a list of members of the Board of Supervisors as potential candidates to Affiliate for election to Affiliate's Board as non-voting members. Affiliate agrees that at all times, excluding instances associated with temporary vacancies created by death, resignation or similar causes, at least one member of its Board, shall be elected from the recommended candidates.
 - 2.2.3 Designation of the President of LSU (or his designee) and Affiliate's election of an individual nominated by the Chairman of the Board of Supervisors to serve as a member of Affiliate's Board and/or Executive Committee is not intended to and shall not be deemed a waiver of the privileges and immunities granted Affiliate pursuant to La. R.S. 17:3390.
- 2.3 If the Affiliate is in primary support of a single campus or institution, the Chancellor or equivalent shall, at a minimum, be given notice of and the ability to attend and participate as a non-voting, *ex officio* member in meetings of the Affiliate's Board and Executive Committee.
- 2.4 Members of the Board of Directors and the Executive Committee shall have reasonable access to all books and records of Affiliate in accordance with its generally applicable confidentiality and non-disclosure policies, provided that members who are or may be deemed "public servants," as defined in La. R.S. 42:1102(19), shall not have legal custody of Affiliate's books and records. Requests for access to books and records shall be made via written request directed to Affiliate's Chief Executive Officer.

3. General Duties and Responsibilities of Affiliate

- 3.1 Operate Affiliate for primary benefit of University in accordance with Affiliate's Articles of Incorporation and tax-exempt purpose.
- 3.2 Support and promote the mission and activities of the University.
- 3.3 Affiliate shall establish and enforce policies to identify and manage potential conflicts of interest and ensure that Affiliate's assets do not directly or indirectly unduly benefit any individual or other person.
- 3.4 Solicit and accept things of value of all kinds consistent with applicable law.
- 3.5 Receive, hold, invest, administer, manage, distribute and provide good stewardship of gifts and bequests in accordance with donor intent, applicable law and applicable University and Affiliate policies and procedures.
- 3.6 Expend funds for the establishment and operation of Affiliate and for any reasonable expenses incidental to the conduct of the affairs of Affiliate.
- 3.7 Within 120 days following the close of Affiliate's fiscal year, unless an extension is granted by the LSU Executive Vice President, submit the annual Affiliate Compliance Certificate (Exhibit A) and materials referenced therein, to the LSU Executive Vice President.
- 3.8 Subject to any limitations imposed by contracts among the University and third parties and applicable University policies, the Affiliate may be granted the right by University to utilize its "licensed marks" on a royalty free basis for its activities in support of LSU. Affiliate must adhere to the Louisiana State University Brand Identity.
- 3.9 University is an equal opportunity/access institution committed to diversity and inclusiveness in procurement. Affiliate is encouraged to reflect the spirit of this commitment in its business practices by: (a) participating in and encouraging major suppliers to participate in LSU sponsored outreach programs for small businesses as well as minority, women and veteran owned businesses ("DBEs"); (b) creating awareness among its suppliers that University and Affiliate encourage suppliers to make reasonable and prudent efforts to identify and provide competitive opportunities for participation by DBEs; and, (c) making reasonable and prudent efforts consistent with its unique needs as well as its fiduciary and good stewardship obligations, to identify and provide competitive opportunities for DBEs to participate in Affiliate's procurement opportunities. To assist Affiliate in its efforts, the University will make the resources of its Supplier Diversity program, including but not limited to lists of registered DBE's, personnel and information on best practices, available to Affiliate.

4. General Duties and Responsibilities of University

- 4.1 Support and promote the purpose and activities of Affiliate and encourage the donation of private funds to Affiliate;
- 4.2 Avoid action that would undermine Affiliate's status as a private entity, maintain the confidentiality of donor records and the private nature of Affiliate's books and records to the extent allowed by law;

- 4.3 Accept funds made available by Affiliate, provide good stewardship of gifts once received by University and utilize funds received from Affiliate in a manner consistent with University's mission, terms and conditions imposed by testators and donors, applicable law, this Agreement and University policy; and,
- 4.4 Make available to Affiliate, at University's sole discretion, appropriate facilities, personnel, or other support pursuant to the provisions of La. R.S. 17:3390(B)(3) and as otherwise permitted by law.

5. Records, Internal Controls and Funds Management

- 5.1 Recognizing the need to preserve the public trust and guard against the appearance of impropriety in its activities, Affiliate shall adopt, maintain, and enforce necessary and appropriate policies, procedures and internal controls, including policies on conflicts of interest, required for the conduct of its business in accordance with applicable law, the terms of this Agreement, applicable University policies and procedures and best practices for similar nonprofit organizations.
- 5.2 The books and records of Affiliate shall be kept in accordance with customary and current accounting standards. For the preparation of reports required by this section of this Agreement, an external accountant and/or auditor engaged to conduct such reports shall be selected from among the most recent list of certified public accountants maintained by the Louisiana Legislative Auditor.
- 5.3 In connection with its annual financial audit, Affiliate shall: (a) provide its auditors with a copy of this Agreement including all exhibits, schedules, and other attachments; (b) provide its auditors with access to all documents and other information relevant to this Agreement; (c) require Affiliate's chief executive officer to represent to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of this Agreement; and, (d) rotate audit partners or firms at least every five years.
- 5.4 On a biennial basis, to commence in an Affiliate's fiscal year (commencing on or following execution of this Agreement by Affiliate) designated by the Executive Vice President, or on an annual basis if requested in writing by the LSU Executive Vice President for good cause shown, Affiliate shall separately engage an Independent Accountant (which may be the same firm conducting its financial statement audit) to perform various procedures necessary to issue an Agreed Upon Procedures report concerning items included in the Schedule of Agreed - Upon Procedures for Verification of Affiliate Compliance (Exhibit D).
- 5.5 Affiliate shall provide to the LSU Executive Vice President within 120 days of the close of Affiliate's fiscal year: (a) its audited financial statements; and (b) its Agreed Upon Procedures report. At the request of the LSU Office of Internal Audit, Affiliate and its independent auditors shall arrange to meet with representatives from the LSU Office of Internal Audit to review written findings and/or the Agreed Upon Procedures report.
- 5.6 Affiliate shall evaluate and, where appropriate, take corrective action to remedy material and substantial audit findings. Material and substantial audit findings which have not either been

(a) resolved by management or, where appropriate, through corrective action within ninety (90) days following issuance of the annual audit, or (b) in cases where corrective action is appropriate, corrective action reasonably designed to resolve the issue has not been taken within ninety (90) days following issuance of the annual audit, shall be reported to the Audit Committee of the Board of Supervisors in writing.

- 5.7 Pursuant to a separate written Funds Management Agreement authorized and executed by University and Affiliate, University may in its discretion agree to deliver and Affiliate may agree to accept for deposit with Affiliate funds which have been donated to the University by private individuals or entities or which have been provided from the state to the University pursuant to the Board of Regents Support Fund or other programs.

6. Certain Disbursements and Other Transactions

- 6.1 All disbursements by Affiliate for administrative and operating expenses shall be in accordance with policies adopted by Affiliate's Board and in accordance with its annual budget, as modified by policies and procedures adopted by Affiliate's Board. Such policies shall provide for sound and prudent business practices, the payment or reimbursement of ordinary, necessary and reasonable business expenses, and shall address the content of this Agreement.
- 6.2 Affiliate shall not undertake the disbursements and transactions described on Exhibit B, other than transactions and disbursements involving operational and business management matters of Affiliate itself, without first obtaining a determination of acceptable University purpose from the appropriate University authority.
- 6.3 No donation requiring a determination of acceptable University purpose shall be publicized or otherwise disclosed by Affiliate prior to acceptance of any conditions or obligations by the University's Board or President of LSU in accordance with University policies and procedures.
- 6.4 Requests for a determination of acceptable University purpose shall be submitted to the President of LSU or to the Board through the President as may be appropriate by the Chancellor (or equivalent) of the campus or institution for whose benefit the action is proposed, in accordance with the procedures set forth in University procedures. Any submission shall include a specific recommendation from the Chancellor or equivalent demonstrating that the proposed transaction is in support of the University and its mission.
- 6.5 Absent exceptional circumstances and written approval by the Chancellor (or equivalent) and President (or designee), supplemental compensation or benefits to a University employee shall be paid through the University, not directly by Affiliate to the employee. For purposes of this section, supplemental compensation or benefits shall mean all compensation or benefits in addition to the base university compensation and benefits approved by the Board of Supervisors for duties performed by the employee for the University.
- 6.6 To ensure compliance with La. R.S. 17:3390(F), payments of over one thousand (\$1,000) dollars for any single transaction to, or on behalf of, or to reimburse the expense of a public employee of a public higher education institution or a public employee or officer of a management board of a public higher education institution shall be periodically reviewed and

approved by the Board of Supervisors in accordance with applicable policies and procedures. Affiliate may pay or reimburse such transactions pending approval by the Board, provided that any such payments or reimbursements subsequently disapproved by the Board shall be reimbursed to the Affiliate by the public employee or officer within ninety (90) days of such disapproval.

7. Prohibited Expenditures, Advisory Opinions

- 7.1 University, its employees and administrators shall not request the expenditure of funds and Affiliate shall not expend funds for any of the purposes described in section 2 of Exhibit C either directly or through reimbursement.
- 7.2 Where there is doubt about the reasonableness or validity of a proposed expenditure or transaction, or the procedure by which such expenditure or transaction should be reviewed, the Chancellor or equivalent, or legal counsel for Affiliate, shall seek an advisory opinion from the President, through the LSU Executive Vice President. Where appropriate, the President may refer the question to the Board of Supervisors for a decision. The President may adopt guidelines to facilitate the provisions of this sub-section.

8. Funds Management Agreements/Commitment of University Funds

- 8.1 With the written consent of the LSU Executive Vice President, Affiliate may enter into one or more agreements ("Funds Management Agreements") with other affiliates of University (that is, other non-profit organizations which are recognized pursuant to University policy) so that one affiliate will manage the funds of another affiliate. In such event, the affiliate which is agreeing to manage the funds of the other affiliate shall be known as the "Funds Owner" while the affiliate transferring the funds shall be known as the "Funds Manager."
- 8.2 Unless otherwise specifically provided for in the Funds Management Agreement, the Funds Manager shall have no internal control or audit responsibilities with respect to the Funds Owner; provided, however, that the Funds Manager shall cooperate with the Funds Owner's management and auditors with respect to such matters.
- 8.3 Where Affiliate enters into a Funds Management Agreement with an organization that has not executed an Affiliation Agreement with University, such Funds Management Agreements shall:
 - 8.3.1 Require that the funds of the Funds Owner be included in either (a) the Funds Manager's annual audit conducted pursuant to La. R.S. 17:3390 or, (b) if the Funds Manager is exempt from annual audit requirements pursuant to R.S. 17:3390, an exemption certificate and a sworn financial statement in accordance with La. R.S. 17:3390D(3)(a)-(c).
 - 8.3.2 Notify the Funds Owner of the requirements of La. R.S. 17:3390(D).
- 8.4 In connection with transactions requiring the commitment of material University resources (including the transfer of University funds), the Affiliate will enter into a written agreement outlining the structure or details of each specific transaction, excluding routine transactions;

the obligations of Affiliate, University, and any other parties; the public purpose to be achieved from such transaction; and, either a reasonable expectation that benefits to the University resulting from the transaction will equal or exceed the value of funds provided by the University or an affirmation that the value of the University funds committed to the transaction will be reimbursed, either directly or through in-kind services in accordance with the requirements of La. R.S. 17:3390(B)(3).

- 8.5 Upon written request from the LSU Executive Vice President, Affiliates that are exempt from annual audit requirements pursuant to La. R.S. 17:3390, may be required to submit a financial audit or agreed to procedures report acceptable to the University conducted in accordance with generally accepted auditing standards by an independent professional auditor or, at Affiliate's option, LSU Internal Audit personnel. In connection with any audit or agreed to procedures conducted pursuant to this section, Affiliate shall: (a) provide its auditors with a copy of this Agreement; (b) provide its auditors with access to all documents and other information relevant to this Agreement; and, (c) represent to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of this Agreement.

9. Term and Termination

- 9.1 This Agreement revises and replaces previous Affiliation Agreements between University and Affiliate. It shall take effect on the date first written above, and shall continue for a period of one year. Thereafter, it shall be automatically renewed and extended for additional one-year periods unless Affiliate gives notice to terminate pursuant to the provisions of section 9.2, or University gives notice to terminate pursuant to the provisions of section 9.3. The provisions of this section shall survive any such termination.
- 9.2 Except to the extent modified by this Agreement or a separate written Agreement between Affiliate and University, Affiliate may terminate this Agreement without cause by providing written notice to the University no less than six (6) months prior to the effective date of the termination.
- 9.3 Except to the extent modified by this Agreement or a separate written Agreement between Affiliate and University, University may terminate this Agreement for cause in the event of:
- 9.3.1 Affiliate commits a material and substantial violation of the terms of this Agreement and fails to cure such violation after being provided with at least 30 days' notice of such violation,
 - 9.3.2 Affiliate engages in or negligently allows: (a) any material and substantial misuse of Affiliate's funds, or (b) any fraudulent or other illegal activity,
 - 9.3.3 the commencement of a voluntary bankruptcy proceeding by Affiliate or the commencement of an involuntary bankruptcy proceeding against Affiliate that is not dismissed within 120 days,
 - 9.3.4 the commencement of a voluntary dissolution proceeding by Affiliate or an involuntary dissolution proceeding against Affiliate that is not dismissed within 120 days,

- 9.3.5 a transfer of the campus, institution or program supported by Affiliate to another higher education management board,
 - 9.3.6 elimination or modification of programs offered by University such that Affiliate is no longer deemed necessary to the University's mission or the Affiliate is no longer able to achieve its purpose(s), or
 - 9.3.7 the occurrence of any other material event or circumstance similar in nature to those described in subsections 9.3.1-9.3.6 which, in the reasonable judgment of the University, constitutes cause and remains uncured following thirty (30) days' notice to Affiliate.
- 9.4 Upon termination of this Agreement, Affiliate shall:
- 9.4.1 Cease to use the University's name, marks or other indicia to solicit donations or for any other purpose and shall not in any way represent to alumni, contributors, and the general public that said Affiliate is affiliated with the University or authorized to raise funds for any of the colleges, schools, departments, and divisions comprising it;
 - 9.4.2 Unless otherwise directed in writing by the University or unless otherwise required pursuant to the terms of applicable law, immediately transfer to University or another affiliate designated by University, all public funds which Affiliate holds as a depository pursuant to the provisions of section 8.0;
 - 9.4.3 Terminate any Management Agreements entered into with other University affiliates in accordance with the terms of Section 8 of this Agreement and immediately return any managed funds to the appropriate Managed Affiliate(s); and,
 - 9.4.4 Provide an accounting to University of all funds, public or private, held by Affiliate within 120 days of notice of termination unless extended in writing by mutual agreement.
- 9.5 If the Affiliate's purpose is in primary support of a single campus or institution, and the necessity for termination of this Agreement results from the transfer of the supported campus or institution to another public higher education management board ("Transferee Institution"), to the extent consistent with applicable law and prudent financial management practices, the applicable provisions of any legislation authorizing transfer of the supported campus or institution and compliance with sections 9.4.1 through 9.4.4 of this Agreement, Affiliate may effect the termination of this agreement to the extent it enters into an affiliation agreement with the Transferee Institution providing for Affiliate's ability to continue its mission of supporting the same campus or institution subject to oversight by the Transferee Institution. Preceding the transfer, there shall be a review to determine whether there is any adverse impact on the University. In the event that Affiliate enters into an affiliation agreement with a Transferee Institution pursuant to the terms of this Section, the Transferee Institution and Affiliate shall agree to indemnify, defend and hold harmless University, its members, employees and agents from and against any and all claims and liabilities associated with or in any way arising out of University's association with Affiliate and Affiliate's actions or inactions (whether past, present or future).
- 9.6 Upon dissolution of Affiliate, whether dissolution is voluntary or involuntary, subject to compliance with sections 9.4 – 9.5 of this Agreement, applicable laws and Affiliate's Articles of Incorporation and other governing documents, Affiliate shall provide for its net assets to be distributed to another nonprofit affiliated with the University as designated by the

President of LSU, unless otherwise agreed by the University and Affiliate or directed by a court of competent jurisdiction and venue, to be used as nearly as practicable in accordance with the express terms of written acts of donation, testaments, pledges and similar instruments, donor intent, Affiliate's governing documents, purposes and applicable law. This paragraph shall not prejudice the rights of creditors including, without limitation, any properly approved, valid, and enforceable financing agreements executed by Affiliate.

10. Notices, Entire Agreement, Venue

- 10.1 Unless otherwise provided herein, whenever any notice or demand is required or permitted under this agreement, such notice or demand shall be given in writing and delivered in person or by certified mail to the University, addressed to its President at 3810 West Lakeshore Drive, Baton Rouge, LA, and to Affiliate at the address shown above. Unless otherwise provided herein, such advance notice requirements and time periods designated for the performance of specific acts may be extended or waived, in writing, by the LSU Executive Vice President.
- 10.2 This Agreement, including all exhibits, constitutes the entire agreement between the parties and shall not be amended except in writing signed by the President of University and a duly authorized officer of Affiliate. This Agreement is not intended to and does not create any rights in third parties.
- 10.3 The parties anticipate that they will enter into separate agreements for specific projects. Where there is a conflict between the terms of this Agreement and the terms of any separate agreement, the terms of the separate agreement shall control.
- 10.4 This Agreement is entered into, and any action arising from this Agreement shall be brought in, East Baton Rouge Parish, Louisiana.

THUS DONE AND SIGNED this ___ day of _____, 20 __, by the undersigned duly authorized representatives.

For Affiliate:

LSUSOM Alumni Assn

By: Cathi Fonterot

Name: Cathi Fonterot

Title: Associate Dean of

Alumni Affairs and
Development

For University:

By: _____

Name:

Title:

EXHIBIT A TO UNIFORM AFFILIATION AGREEMENT
ANNUAL AFFILIATE COMPLIANCE CERTIFICATE

Date _____

LSU Board of Supervisors

Attn: _____

Baton Rouge, Louisiana

Re: _____ ("Organization")
Annual Compliance Certificate

Members of the LSU Board of Supervisors:

In my capacity as the Chief Executive Officer (or other authorized officer) of _____, I am writing to confirm that *after making reasonable and appropriate inquiries, to the best of my knowledge, information and belief*, the following information is true and correct as of the date of this letter:

1. The Organization is required to obtain an annual financial audit in accordance with La. R.S. 17:3390. The annual financial audit for the fiscal year ending _____, conducted by an independent auditor, has been completed and a copy was provided to the Legislative Auditor with a copy to your office by letter dated _____;

OR

The Organization is exempt from the annual audit requirements of La. R.S. 17:3390, and copies of the Organization's exemption certificate and sworn financial statement prepared in accordance with La. R.S. 17:3390D(3)(a)-(c), were provided to the Legislative Auditor with a copy to your office by letter dated _____;

2. The Organization's annual tax return for the ____ tax year was completed and filed with IRS on _____ and a copy was delivered to your office by letter dated _____;

OR IF APPLICABLE

The Organization has requested an extension through _____ within which to file its annual tax return for the _____ tax year, and a copy of the return will be provided to your office upon filing;

3. A complete list of all active corporate affiliates and subsidiaries of the Organization as of this date and the purpose for which such entities have been formed is attached to this certificate as Schedule "1";

4. A complete list of all “managed organizations” as defined in the Uniform Affiliation Agreement, managed by the Organization is attached to this certificate as Schedule “2”;
5. A current list of the Organization’s officers and directors is attached to this certificate as Schedule “3”;
6. A copy of the Organization’s Articles of Incorporation and Bylaws are on file with and copies of any proposed amendments have been provided to the Executive Vice President;
7. The Organization is registered as a Louisiana nonprofit entity and it remains exempt from taxation in accordance with Sections _____ of the Internal Revenue Code;
8. The Organization has taken all necessary action, including any filings required by the Louisiana Secretary of State and other authorities, to maintain its corporate existence and its tax-exempt status;
9. A preliminary list, which is subject to confirmation by your office, showing the type of any housing, personnel, and other support provided to Affiliate by University during the previous fiscal year pursuant to the provisions of La. R.S. 17:3390(B)(3), including (i) amount and location of any space or facilities provided, (ii) number of personnel provided, and (iii) a listing of the type of any other services provided to Affiliate by University is attached to this certificate as Schedule “4”;
10. As detailed in Schedule “5” to this certificate, during the previous fiscal year, (i) subject to confirmation by your office, our records indicate that the total amount paid in cash to University as direct reimbursement for housing, personnel and other support was \$_____, and (ii) subject to confirmation by your office, our records indicate that the total dollar value of all property provided to the University together with all expenditures made in support of the University (exclusive of costs for personnel employed solely by and for the benefit of Affiliate, facilities occupied solely by Affiliate and other Affiliate overhead and administrative costs), which amount shall be considered "in-kind" reimbursement for purposes of La. R.S. 17:3390(b)(3), was \$_____;
11. The Organization maintains and enforces a policy on conflicts of interest as well as other policies procedures and internal controls required for the conduct of its business in accordance with applicable law, the terms of the Affiliation Agreement, applicable University policies and procedures and best practices for similar nonprofit organizations;
12. Except as specifically provided for under the circumstances described in Sections 6 and 7 of the Uniform Affiliation Agreement or previously disclosed in writing to the Executive Vice President, the Organization has not engaged in any prohibited transactions or made any prohibited expenditures over the last fiscal year;
13. Except as previously disclosed in writing to the Audit Committee of the Board of Supervisors, the Organization resolved or will resolve any material and substantial audit findings within

90 days of the issuance of its annual audit in accordance with Uniform Affiliation Agreement Section 5.4;

14. The Organization has provided a copy of its current Affiliation Agreement and access to all documents and other information relevant to the Affiliation Agreement to its independent auditors, if applicable, for use in the evaluation of our internal controls and determining compliance with the Affiliation Agreement in connection with transactions reviewed by the auditors in the course of their work. The Organization has represented to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of the Affiliation Agreement; and,

15. A copy of the Agreed Upon Procedures report described in Section 5.4 and Exhibit D was provided to your office by letter dated _____.

Sincerely,

Name:

Title:

Schedule 1 to Annual Affiliate Compliance Certificate
List of Corporate Affiliates and Subsidiaries and Purposes of Such Entities

Name of Entity **Type of Entity and Purpose**

Schedule 2 to Annual Affiliate Compliance Certificate
List of "Managed Organizations"

Name of Entity **Type of Entity and Purpose**

Schedule 3 to Annual Affiliate Compliance Certificate
List of "Affiliate's Officers and Directors"

Schedule 4 to Annual Affiliate Compliance Certificate
List of Housing, Personnel, and Other Support Provided to Affiliate by University

Schedule 5 to Annual Affiliate Compliance Certificate
List of Support Provided by Affiliate to the University

EXHIBIT B TO UNIFORM AFFILIATION AGREEMENT
TRANSACTIONS REQUIRING A DETERMINATION OF APPROPRIATE UNIVERSITY PURPOSE

1. Unless involving operational and business management matters of Affiliate itself, Affiliate shall not undertake the following transactions and disbursements without first obtaining a determination of acceptable University purpose by the President or his designee unless (i) approval by the University's Board is required by the Board's by-laws or applicable law, or (ii) the President, in the exercise of his discretion determines that consideration of the matter at issue by the University's Board is appropriate:
 - A. Knowingly accepting any donation which either: contains a condition or imposes or purports to impose an obligation on the University, the fulfillment of which would require the University to undertake actions not previously taken or approvals not previously granted by the University in accordance with applicable policies and procedures without an express written provision indicating that the acceptance by Affiliate is conditioned on the acceptance of the conditions or obligations by the University's Board or President in accordance with University policies and procedures and the terms of this Agreement;
 - B. Accepting any donation of immovable property intended to be (a) retained by the Affiliate, rather than liquidated within a reasonable period of time, or (b) leased or otherwise occupied by a component of the University;
 - C. Purchasing any immovable property with a fair market value of \$500,000 or more, except property which will serve as the primary location of Affiliate's administrative offices; provided that this shall not prohibit decisions by Affiliate's Board relating to reasonable and prudent investments for the Affiliate's benefit;
 - D. Selling, donating, or otherwise transferring any immovable property which was acquired for use by the University, without providing at least thirty (30) days advance written notice to the LSU Executive Vice President;
 - E. Leasing any immovable property, facility, or portion of a facility which is expected to be occupied by the University for a period of one year or longer without providing at least thirty (30) days advance written notice to the LSU Executive Vice President;
 - F. Entering into any cooperative endeavor or similar agreement with any public or quasi-public entity; and,
 - G. Creating a legal entity as a subsidiary or component of Affiliate without providing at least thirty (30) days advance written notice (unless a shorter period for the notice is approved in writing by the Executive Vice President) to the LSU Executive Vice President. If any such legal entities are created, affiliate shall either: (i) if available, present the financial activities of each such subsidiary in discrete schedules attached to Affiliate's financial statements, or (ii) if such discrete schedules are not available, provide University with copies of the tax returns of each such subsidiary.

2. The following disbursements and transactions require approval in accordance with policies and procedures mutually agreed to by University and Affiliate:
 - A. Reasonable moving expenses and reasonable relocation expenses of a University employee covered by PM 13; and,

- B. Reasonable travel, moving, relocation, entertainment, educational benefits or reimbursements may be paid to a University employee (or authorized traveler). Such payments may be made for such expenses within and above state limits when specifically approved by appropriate University administrators in accordance with University policy. Pending further specification of University policy, such expenses require approval of the employee's dean, vice chancellor or other equivalent administrative official, or their designee.
3. Contracts (or other agreements, including employment agreements) and subsequent amendments between Affiliate and a University employee should be recommended by the Chancellor (or equivalent) and approved in accordance with University policy, including approval by the Board of Supervisors, where applicable. Justification for such contracts should be in writing and demonstrate that the employee's duties are not those which the employee should perform directly for the University. These requirements shall be in addition to those of University's PM-11.

EXHIBIT C TO UNIFORM AFFILIATION AGREEMENT
PROHIBITED EXPENDITURES

1. Submission of a written request for reimbursement or direct payment of an expense by or on behalf of a University employee shall constitute a **good faith** representation by University employees and administrators whose signatures appear on such request that (a) the Affiliate's expenditure of funds as requested is consistent with applicable University policies, applicable law and the terms of this Agreement, and (b) where expenditures involve the disbursement of donor restricted funds, that the **purpose for which the expenditure has been requested** is consistent with donor intent. For purposes of evaluating Affiliate's compliance with the terms of this Agreement, Affiliate may **reasonably** rely upon such representations.¹

2. University, its employees and administrators shall not request the expenditure of funds, and Affiliate shall not expend funds for any of the following purposes, either directly or through reimbursement:
 - A. Solely for the private benefit of a University employee (or the family or spouse of a University employee or other non-employee who is on University business), unless approved in accordance with section 2 of Exhibit B and section 6.3 of the Agreement;
 - B. For any fines, penalties, or forfeitures of a University employee;
 - C. For any gift which is represented to be personally from a University employee in his or her personal capacity;
 - D. For political contributions, including payments to political action committees;
 - E. For any expense or reimbursement which would create, under all the circumstances, a reasonable conclusion that the expenditure is either (i) lavish or extravagant, or (ii) the benefit to the individual University employee outweighs the benefit to the University;
 - F. Where payment of the expenditure would violate the Louisiana Code of Ethics;
 - G. For any purpose other than as authorized in the Agreement or through written amendment or clarification of this Agreement signed by both Affiliate and the President of University, except on the specific written recommendation of the Chancellor or equivalent (for himself/herself and those under his/her supervision) and specific written approval of the President;
 - H. For any purpose which is not consistent with Affiliate's tax exempt mission and the purpose(s) stated in section 1.1 of the Agreement.
 - I. Any purpose that would result in a finding that either (i) Affiliate is being operated for the benefit of private interests, or (ii) Affiliate has permitted its net earnings to inure to the benefit of any private shareholder or individual, in violation of applicable provisions of the Internal Revenue Code as amended.

¹ The concept of "reasonable reliance" as applied to Affiliate's review of requests for expenditures submitted by the University or University personnel permits Affiliate to rely on an implied representation that such requests are consistent with University policies and procedures and the terms of this Agreement, except where, for example: (a) Affiliate has knowledge of facts indicating that representations implied in the request are not accurate, or (b) necessary documentation has not been submitted to support the request, or (c) documentation submitted in connection with the request is incomplete, inconsistent or inaccurate on its face.

EXHIBIT D TO UNIFORM AFFILIATION AGREEMENT
SCHEDULE OF AGREED-UPON PROCEDURES
For
AFFILIATE VERIFICATION OF COMPLIANCE
WITH UNIFORM AFFILIATION AGREEMENT

Independent Accountants retained by Affiliates will issue an Agreed Upon Procedures report regarding findings based on the following:

1. Confirm that Affiliate maintains a written policy regarding the handling and resolution of audit findings, audit exceptions, and any misuse of funds by observing a copy of such policy. The policy shall require that any unresolved issues be reported to the Audit Committee of the LSU Board of Supervisors consistent with Sub-section 5.6.
2. Confirm that Affiliate's governing board has established and implemented policies governing conflicts of interest by observing a copy of such policy.
3. Obtain an understanding of the internal controls in place over cash disbursements and expenditures for the period in question. On a sample of items, inspect written evidence of the internal controls and support for each transaction to determine if Affiliate has designed and implemented procedures related to the following UAA provisions:
 - Supplemental compensation or benefits, as defined in section 6.5 of the UAA paid directly to a University employee has written approval by the Chancellor or equivalent and the President of LSU.
 - Payments made to or on behalf of University employees for travel, moving, relocation, entertainment, educational benefits, and other reimbursements have been approved by the employee's dean, vice chancellor, or other equivalent administrative official approval in accordance with policies and procedures mutually agreed to by University and Affiliate.
 - Payments for moving and relocation expenses of University employees covered by PM 13 have been approved in accordance with policies and procedures mutually agreed to by University and Affiliate.
 - Payments have not been made for expenses that are solely for the private benefit of a University employee (or the family or spouse of a University employee or other non-employee who is on University business) unless approved in accordance with Section 2 of Exhibit B and Section 6.3 of the UAA.
 - Fines, forfeitures or penalties of University employees have not been paid by the Affiliate.

- Gifts represented to be personally from a University employee in his or her personal capacity have not been made by the Affiliate nor has any University employee been reimbursed for the purchase of such a gift.
- Political contributions which are prohibited by applicable Internal Revenue Service Regulations or state law have not been made or reimbursed.
- Funds have not been disbursed in connection with contracts (or other agreements including employment agreements) between the Affiliate and a University employee unless recommended by the Chancellor (or equivalent) and approved by the LSU President or the Board of Supervisors.
- Funds have been not disbursed for any purpose which is not consistent with Affiliate's tax-exempt mission and the purpose(s) stated in section 1.1 of the UAA.
- Funds have not been disbursed for any purpose that would result in a finding that either (i) Affiliate is being operated for the benefit of private interests, or (ii) Affiliate has permitted its net earnings to inure to the benefit of any private shareholder or individual, in violation of applicable provisions of the Internal Revenue Code as amended.

The proposed sample size will be provided to the LSU Executive Vice President for review and comment at least 15 days prior to the engagement. Unless otherwise mutually agreed to by Affiliate and the Executive Vice President for good cause shown, the sample size shall not exceed the fewer of 10% of Affiliate's annual transactions or 50 transactions.

4. Obtain a written representation from the Affiliate that, in accordance with Section 5.3 of the UAA, Affiliate has (a) provided the Auditor with a copy of its current UAA including any amendments thereto; (b) provided the Auditor with access to all documents and other information relevant to the UAA; and, (c) represented to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of the UAA.



Board of Supervisors

Recommendation to Approve an Affiliation Agreement with the LSU Health Sciences Center Foundation in Shreveport

Date: December 4, 2020

1. Bylaw Citation

Pursuant to Article VII, Section 1

- J. Any affiliation agreement with a private non-profit foundation formed to support the programs, facilities, and research and educational opportunities offered by one or more campuses of the University, or the University as a whole.

2. Summary of Matter

At its March 6, 2020 meeting, the Board of Supervisors approved a new Uniform Affiliation Agreement (UAA) template. The affiliation agreement outlines the general duties and responsibilities of both the University and the Affiliate. The template approved in March made a number of revisions and edits to the agreement, including providing for a more transparent and straightforward procedure to monitor compliance with the terms of the agreement. The university is now recommending approval of affiliation agreements with existing affiliates in the new UAA template.

3. Review of Business Plan

Not applicable

4. Fiscal Impact

There is no fiscal impact expected from the amended Affiliation Agreement.

5. Description of Competitive Process

Not applicable

6. Review of Legal Documents

Not applicable

7. Parties of Interest

LSU and the LSU HSC Foundation in Shreveport.

8. Related Transactions

Not applicable

9. Conflicts of Interest

None.

10. Attachments

1. Affiliation Agreement with the LSU HSC Foundation in Shreveport

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors authorizes the President to execute the affiliation agreement with the LSU Health Science Center Foundation in Shreveport, as presented.

Uniform Affiliation Agreement

This Agreement is made and entered into on the ___ day of _____, 20___, between the Board of Supervisors of Louisiana State University Agricultural and Mechanical College ("University") and _____ ("Affiliate"). *LSU Health Sciences Foundation in Shreveport*

WHEREAS, as stated in La. R.S. 17:3390(A), the Legislature has found and University recognizes that private, nonprofit organizations under the direction and control of private individuals who support institutions of higher education are effective in obtaining private support for those institutions;

WHEREAS, as further stated in La. R.S. 17:3390(A), the Legislature encourages higher education management boards and institutions to promote the activities of alumni associations, foundations, and other private, nonprofit organizations that raise private funds for the support of public institutions of higher education;

WHEREAS, after considering the proposed mission and purpose of Affiliate, University has determined that Affiliate's activities will support or enhance one or more of the programs, facilities, research and educational opportunities offered by University;

WHEREAS, because of the close association of Affiliate with the University, it is prudent and beneficial to have a clear statement, agreed upon by the parties, of the respective responsibilities, requirements, authority, and relationship of the University and Affiliate while preserving the private and independent legal status of the Affiliate:

1. Affiliate Purpose and Status

- 1.1 Affiliate's purpose(s) shall be as defined in the Affiliate's Articles of Incorporation. All actions taken by Affiliate shall be consistent with and in furtherance of its stated purpose(s), and such actions shall likewise be consistent with the institutional mission and activities of University as defined by the University. In order to prevent the unnecessary duplication of activities among University affiliates, any proposed material change in Affiliate's authorized purpose(s) must be approved in advance and in writing by the President of LSU. Requests for approval of such changes in purpose shall be submitted to LSU's Executive Vice President for Finance and Administration and CFO ("LSU Executive Vice President") with a copy delivered to the Chair of the Board of Supervisors.
- 1.2 Unless waived in writing, Affiliate shall provide at least 30 days advance written notice to the LSU Executive Vice President of any proposed material change in Affiliate's Articles of Incorporation or Bylaws.
- 1.3 Affiliate has been formed as a private non-profit Louisiana organization, and has been recognized as and shall maintain its status as an organization exempt from taxation under Section 501(c) of the Internal Revenue Code.
- 1.4 Affiliate is a separate legal entity from University. Nothing in this Agreement shall be construed as to invalidate or restrict Affiliate's private and independent legal status.

2. Governance

- 2.1 To ensure that Affiliate's status as a private entity is recognized and maintained in accordance with La. R.S. 17:3390(B), Affiliate shall meet the following criteria:
 - 2.1.1 Affiliate shall be under the management and control of a board of directors ("Affiliate's Board") elected by the members or shareholders of Affiliate.
 - 2.1.2 A majority of the voting members of Affiliate's Board shall consist of individuals who are not members or employees of a Louisiana higher education management board; and,
 - 2.1.3 Affiliate shall reimburse, either directly or in-kind, the cost of housing, personnel, and other support furnished to Affiliate by any institution of higher education.
- 2.2 Members of Affiliate Boards
 - 2.2.1 The President of LSU, or his designee, shall be a non-voting *ex officio* member of Affiliate's Board and of the Executive Committee of such Board (or equivalent). To promote compliance with Affiliate's policy on conflicts of interest, and ensure that appropriate disclosures are made and facilitate an understanding of Affiliate's business, the President of LSU will provide Affiliate with reasonable advance notice identifying individuals designated to attend meetings in his place and will endeavor to utilize a single individual as his designee.
 - 2.2.2 The Chairman of the Board of Supervisors, in consultation with members of the Board of Supervisors and Chairman of the Affiliate Board, shall have the right to recommend a list of members of the Board of Supervisors as potential candidates to Affiliate for election to Affiliate's Board as non-voting members. Affiliate agrees that at all times, excluding instances associated with temporary vacancies created by death, resignation or similar causes, at least one member of its Board, shall be elected from the recommended candidates.
 - 2.2.3 Designation of the President of LSU (or his designee) and Affiliate's election of an individual nominated by the Chairman of the Board of Supervisors to serve as a member of Affiliate's Board and/or Executive Committee is not intended to and shall not be deemed a waiver of the privileges and immunities granted Affiliate pursuant to La. R.S. 17:3390.
- 2.3 If the Affiliate is in primary support of a single campus or institution, the Chancellor or equivalent shall, at a minimum, be given notice of and the ability to attend and participate as a non-voting, *ex officio* member in meetings of the Affiliate's Board and Executive Committee.
- 2.4 Members of the Board of Directors and the Executive Committee shall have reasonable access to all books and records of Affiliate in accordance with its generally applicable confidentiality and non-disclosure policies, provided that members who are or may be deemed "public servants," as defined in La. R.S. 42:1102(19), shall not have legal custody of Affiliate's books and records. Requests for access to books and records shall be made via written request directed to Affiliate's Chief Executive Officer.

3. General Duties and Responsibilities of Affiliate

- 3.1 Operate Affiliate for primary benefit of University in accordance with Affiliate's Articles of Incorporation and tax-exempt purpose.
- 3.2 Support and promote the mission and activities of the University.
- 3.3 Affiliate shall establish and enforce policies to identify and manage potential conflicts of interest and ensure that Affiliate's assets do not directly or indirectly unduly benefit any individual or other person.
- 3.4 Solicit and accept things of value of all kinds consistent with applicable law.
- 3.5 Receive, hold, invest, administer, manage, distribute and provide good stewardship of gifts and bequests in accordance with donor intent, applicable law and applicable University and Affiliate policies and procedures.
- 3.6 Expend funds for the establishment and operation of Affiliate and for any reasonable expenses incidental to the conduct of the affairs of Affiliate.
- 3.7 Within 120 days following the close of Affiliate's fiscal year, unless an extension is granted by the LSU Executive Vice President, submit the annual Affiliate Compliance Certificate (Exhibit A) and materials referenced therein, to the LSU Executive Vice President.
- 3.8 Subject to any limitations imposed by contracts among the University and third parties and applicable University policies, the Affiliate may be granted the right by University to utilize its "licensed marks" on a royalty free basis for its activities in support of LSU. Affiliate must adhere to the Louisiana State University Brand Identity.
- 3.9 University is an equal opportunity/access institution committed to diversity and inclusiveness in procurement. Affiliate is encouraged to reflect the spirit of this commitment in its business practices by: (a) participating in and encouraging major suppliers to participate in LSU sponsored outreach programs for small businesses as well as minority, women and veteran owned businesses ("DBEs"); (b) creating awareness among its suppliers that University and Affiliate encourage suppliers to make reasonable and prudent efforts to identify and provide competitive opportunities for participation by DBEs; and, (c) making reasonable and prudent efforts consistent with its unique needs as well as its fiduciary and good stewardship obligations, to identify and provide competitive opportunities for DBEs to participate in Affiliate's procurement opportunities. To assist Affiliate in its efforts, the University will make the resources of its Supplier Diversity program, including but not limited to lists of registered DBE's, personnel and information on best practices, available to Affiliate.

4. General Duties and Responsibilities of University

- 4.1 Support and promote the purpose and activities of Affiliate and encourage the donation of private funds to Affiliate;
- 4.2 Avoid action that would undermine Affiliate's status as a private entity, maintain the confidentiality of donor records and the private nature of Affiliate's books and records to the extent allowed by law;

- 4.3 Accept funds made available by Affiliate, provide good stewardship of gifts once received by University and utilize funds received from Affiliate in a manner consistent with University's mission, terms and conditions imposed by testators and donors, applicable law, this Agreement and University policy; and,
- 4.4 Make available to Affiliate, at University's sole discretion, appropriate facilities, personnel, or other support pursuant to the provisions of La. R.S. 17:3390(B)(3) and as otherwise permitted by law.

5. Records, Internal Controls and Funds Management

- 5.1 Recognizing the need to preserve the public trust and guard against the appearance of impropriety in its activities, Affiliate shall adopt, maintain, and enforce necessary and appropriate policies, procedures and internal controls, including policies on conflicts of interest, required for the conduct of its business in accordance with applicable law, the terms of this Agreement, applicable University policies and procedures and best practices for similar nonprofit organizations.
- 5.2 The books and records of Affiliate shall be kept in accordance with customary and current accounting standards. For the preparation of reports required by this section of this Agreement, an external accountant and/or auditor engaged to conduct such reports shall be selected from among the most recent list of certified public accountants maintained by the Louisiana Legislative Auditor.
- 5.3 In connection with its annual financial audit, Affiliate shall: (a) provide its auditors with a copy of this Agreement including all exhibits, schedules, and other attachments; (b) provide its auditors with access to all documents and other information relevant to this Agreement; (c) require Affiliate's chief executive officer to represent to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of this Agreement; and, (d) rotate audit partners or firms at least every five years.
- 5.4 On a biennial basis, to commence in an Affiliate's fiscal year (commencing on or following execution of this Agreement by Affiliate) designated by the Executive Vice President, or on an annual basis if requested in writing by the LSU Executive Vice President for good cause shown, Affiliate shall separately engage an Independent Accountant (which may be the same firm conducting its financial statement audit) to perform various procedures necessary to issue an Agreed Upon Procedures report concerning items included in the Schedule of Agreed - Upon Procedures for Verification of Affiliate Compliance (Exhibit D).
- 5.5 Affiliate shall provide to the LSU Executive Vice President within 120 days of the close of Affiliate's fiscal year: (a) its audited financial statements; and (b) its Agreed Upon Procedures report. At the request of the LSU Office of Internal Audit, Affiliate and its independent auditors shall arrange to meet with representatives from the LSU Office of Internal Audit to review written findings and/or the Agreed Upon Procedures report.
- 5.6 Affiliate shall evaluate and, where appropriate, take corrective action to remedy material and substantial audit findings. Material and substantial audit findings which have not either been

(a) resolved by management or, where appropriate, through corrective action within ninety (90) days following issuance of the annual audit, or (b) in cases where corrective action is appropriate, corrective action reasonably designed to resolve the issue has not been taken within ninety (90) days following issuance of the annual audit, shall be reported to the Audit Committee of the Board of Supervisors in writing.

- 5.7 Pursuant to a separate written Funds Management Agreement authorized and executed by University and Affiliate, University may in its discretion agree to deliver and Affiliate may agree to accept for deposit with Affiliate funds which have been donated to the University by private individuals or entities or which have been provided from the state to the University pursuant to the Board of Regents Support Fund or other programs.

6. Certain Disbursements and Other Transactions

- 6.1 All disbursements by Affiliate for administrative and operating expenses shall be in accordance with policies adopted by Affiliate's Board and in accordance with its annual budget, as modified by policies and procedures adopted by Affiliate's Board. Such policies shall provide for sound and prudent business practices, the payment or reimbursement of ordinary, necessary and reasonable business expenses, and shall address the content of this Agreement.
- 6.2 Affiliate shall not undertake the disbursements and transactions described on Exhibit B, other than transactions and disbursements involving operational and business management matters of Affiliate itself, without first obtaining a determination of acceptable University purpose from the appropriate University authority.
- 6.3 No donation requiring a determination of acceptable University purpose shall be publicized or otherwise disclosed by Affiliate prior to acceptance of any conditions or obligations by the University's Board or President of LSU in accordance with University policies and procedures.
- 6.4 Requests for a determination of acceptable University purpose shall be submitted to the President of LSU or to the Board through the President as may be appropriate by the Chancellor (or equivalent) of the campus or institution for whose benefit the action is proposed, in accordance with the procedures set forth in University procedures. Any submission shall include a specific recommendation from the Chancellor or equivalent demonstrating that the proposed transaction is in support of the University and its mission.
- 6.5 Absent exceptional circumstances and written approval by the Chancellor (or equivalent) and President (or designee), supplemental compensation or benefits to a University employee shall be paid through the University, not directly by Affiliate to the employee. For purposes of this section, supplemental compensation or benefits shall mean all compensation or benefits in addition to the base university compensation and benefits approved by the Board of Supervisors for duties performed by the employee for the University.
- 6.6 To ensure compliance with La. R.S. 17:3390(F), payments of over one thousand (\$1,000) dollars for any single transaction to, or on behalf of, or to reimburse the expense of a public employee of a public higher education institution or a public employee or officer of a management board of a public higher education institution shall be periodically reviewed and

approved by the Board of Supervisors in accordance with applicable policies and procedures. Affiliate may pay or reimburse such transactions pending approval by the Board, provided that any such payments or reimbursements subsequently disapproved by the Board shall be reimbursed to the Affiliate by the public employee or officer within ninety (90) days of such disapproval.

7. Prohibited Expenditures, Advisory Opinions

- 7.1 University, its employees and administrators shall not request the expenditure of funds and Affiliate shall not expend funds for any of the purposes described in section 2 of Exhibit C either directly or through reimbursement.
- 7.2 Where there is doubt about the reasonableness or validity of a proposed expenditure or transaction, or the procedure by which such expenditure or transaction should be reviewed, the Chancellor or equivalent, or legal counsel for Affiliate, shall seek an advisory opinion from the President, through the LSU Executive Vice President. Where appropriate, the President may refer the question to the Board of Supervisors for a decision. The President may adopt guidelines to facilitate the provisions of this sub-section.

8. Funds Management Agreements/Commitment of University Funds

- 8.1 With the written consent of the LSU Executive Vice President, Affiliate may enter into one or more agreements (“Funds Management Agreements”) with other affiliates of University (that is, other non-profit organizations which are recognized pursuant to University policy) so that one affiliate will manage the funds of another affiliate. In such event, the affiliate which is agreeing to manage the funds of the other affiliate shall be known as the “Funds Owner” while the affiliate transferring the funds shall be known as the “Funds Manager.”
- 8.2 Unless otherwise specifically provided for in the Funds Management Agreement, the Funds Manager shall have no internal control or audit responsibilities with respect to the Funds Owner; provided, however, that the Funds Manager shall cooperate with the Funds Owner’s management and auditors with respect to such matters.
- 8.3 Where Affiliate enters into a Funds Management Agreement with an organization that has not executed an Affiliation Agreement with University, such Funds Management Agreements shall:
 - 8.3.1 Require that the funds of the Funds Owner be included in either (a) the Funds Manager’s annual audit conducted pursuant to La. R.S. 17:3390 or, (b) if the Funds Manager is exempt from annual audit requirements pursuant to R.S. 17:3390, an exemption certificate and a sworn financial statement in accordance with La. R.S. 17:3390D(3)(a)-(c).
 - 8.3.2 Notify the Funds Owner of the requirements of La. R.S. 17:3390(D).
- 8.4 In connection with transactions requiring the commitment of material University resources (including the transfer of University funds), the Affiliate will enter into a written agreement outlining the structure or details of each specific transaction, excluding routine transactions;

the obligations of Affiliate, University, and any other parties; the public purpose to be achieved from such transaction; and, either a reasonable expectation that benefits to the University resulting from the transaction will equal or exceed the value of funds provided by the University or an affirmation that the value of the University funds committed to the transaction will be reimbursed, either directly or through in-kind services in accordance with the requirements of La. R.S. 17:3390(B)(3).

- 8.5 Upon written request from the LSU Executive Vice President, Affiliates that are exempt from annual audit requirements pursuant to La. R.S. 17:3390, may be required to submit a financial audit or agreed to procedures report acceptable to the University conducted in accordance with generally accepted auditing standards by an independent professional auditor or, at Affiliate's option, LSU Internal Audit personnel. In connection with any audit or agreed to procedures conducted pursuant to this section, Affiliate shall: (a) provide its auditors with a copy of this Agreement; (b) provide its auditors with access to all documents and other information relevant to this Agreement; and, (c) represent to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of this Agreement.

9. Term and Termination

- 9.1 This Agreement revises and replaces previous Affiliation Agreements between University and Affiliate. It shall take effect on the date first written above, and shall continue for a period of one year. Thereafter, it shall be automatically renewed and extended for additional one-year periods unless Affiliate gives notice to terminate pursuant to the provisions of section 9.2, or University gives notice to terminate pursuant to the provisions of section 9.3. The provisions of this section shall survive any such termination.
- 9.2 Except to the extent modified by this Agreement or a separate written Agreement between Affiliate and University, Affiliate may terminate this Agreement without cause by providing written notice to the University no less than six (6) months prior to the effective date of the termination.
- 9.3 Except to the extent modified by this Agreement or a separate written Agreement between Affiliate and University, University may terminate this Agreement for cause in the event of:
- 9.3.1 Affiliate commits a material and substantial violation of the terms of this Agreement and fails to cure such violation after being provided with at least 30 days' notice of such violation,
 - 9.3.2 Affiliate engages in or negligently allows: (a) any material and substantial misuse of Affiliate's funds, or (b) any fraudulent or other illegal activity,
 - 9.3.3 the commencement of a voluntary bankruptcy proceeding by Affiliate or the commencement of an involuntary bankruptcy proceeding against Affiliate that is not dismissed within 120 days,
 - 9.3.4 the commencement of a voluntary dissolution proceeding by Affiliate or an involuntary dissolution proceeding against Affiliate that is not dismissed within 120 days,

- 9.3.5 a transfer of the campus, institution or program supported by Affiliate to another higher education management board,
 - 9.3.6 elimination or modification of programs offered by University such that Affiliate is no longer deemed necessary to the University's mission or the Affiliate is no longer able to achieve its purpose(s), or
 - 9.3.7 the occurrence of any other material event or circumstance similar in nature to those described in subsections 9.3.1-9.3.6 which, in the reasonable judgment of the University, constitutes cause and remains uncured following thirty (30) days' notice to Affiliate.
- 9.4 Upon termination of this Agreement, Affiliate shall:
- 9.4.1 Cease to use the University's name, marks or other indicia to solicit donations or for any other purpose and shall not in any way represent to alumni, contributors, and the general public that said Affiliate is affiliated with the University or authorized to raise funds for any of the colleges, schools, departments, and divisions comprising it;
 - 9.4.2 Unless otherwise directed in writing by the University or unless otherwise required pursuant to the terms of applicable law, immediately transfer to University or another affiliate designated by University, all public funds which Affiliate holds as a depository pursuant to the provisions of section 8.0;
 - 9.4.3 Terminate any Management Agreements entered into with other University affiliates in accordance with the terms of Section 8 of this Agreement and immediately return any managed funds to the appropriate Managed Affiliate(s); and,
 - 9.4.4 Provide an accounting to University of all funds, public or private, held by Affiliate within 120 days of notice of termination unless extended in writing by mutual agreement.
- 9.5 If the Affiliate's purpose is in primary support of a single campus or institution, and the necessity for termination of this Agreement results from the transfer of the supported campus or institution to another public higher education management board ("Transferee Institution"), to the extent consistent with applicable law and prudent financial management practices, the applicable provisions of any legislation authorizing transfer of the supported campus or institution and compliance with sections 9.4.1 through 9.4.4 of this Agreement, Affiliate may effect the termination of this agreement to the extent it enters into an affiliation agreement with the Transferee Institution providing for Affiliate's ability to continue its mission of supporting the same campus or institution subject to oversight by the Transferee Institution. Preceding the transfer, there shall be a review to determine whether there is any adverse impact on the University. In the event that Affiliate enters into an affiliation agreement with a Transferee Institution pursuant to the terms of this Section, the Transferee Institution and Affiliate shall agree to indemnify, defend and hold harmless University, its members, employees and agents from and against any and all claims and liabilities associated with or in any way arising out of University's association with Affiliate and Affiliate's actions or inactions (whether past, present or future).
- 9.6 Upon dissolution of Affiliate, whether dissolution is voluntary or involuntary, subject to compliance with sections 9.4 – 9.5 of this Agreement, applicable laws and Affiliate's Articles of Incorporation and other governing documents, Affiliate shall provide for its net assets to be distributed to another nonprofit affiliated with the University as designated by the

President of LSU, unless otherwise agreed by the University and Affiliate or directed by a court of competent jurisdiction and venue, to be used as nearly as practicable in accordance with the express terms of written acts of donation, testaments, pledges and similar instruments, donor intent, Affiliate's governing documents, purposes and applicable law. This paragraph shall not prejudice the rights of creditors including, without limitation, any properly approved, valid, and enforceable financing agreements executed by Affiliate.


10. Notices, Entire Agreement, Venue

- 10.1 Unless otherwise provided herein, whenever any notice or demand is required or permitted under this agreement, such notice or demand shall be given in writing and delivered in person or by certified mail to the University, addressed to its President at 3810 West Lakeshore Drive, Baton Rouge, LA, and to Affiliate at the address shown above. Unless otherwise provided herein, such advance notice requirements and time periods designated for the performance of specific acts may be extended or waived, in writing, by the LSU Executive Vice President.
- 10.2 This Agreement, including all exhibits, constitutes the entire agreement between the parties and shall not be amended except in writing signed by the President of University and a duly authorized officer of Affiliate. This Agreement is not intended to and does not create any rights in third parties.
- 10.3 The parties anticipate that they will enter into separate agreements for specific projects. Where there is a conflict between the terms of this Agreement and the terms of any separate agreement, the terms of the separate agreement shall control.
- 10.4 This Agreement is entered into, and any action arising from this Agreement shall be brought in, East Baton Rouge Parish, Louisiana.

THUS DONE AND SIGNED this ___ day of _____, 20 ___, by the undersigned duly authorized representatives.

For Affiliate:

For University:

By: 
Name: Kevin M. Flood
Title: President and CEO

By: _____
Name:
Title:

EXHIBIT A TO UNIFORM AFFILIATION AGREEMENT
ANNUAL AFFILIATE COMPLIANCE CERTIFICATE

Date _____

LSU Board of Supervisors

Attn: _____

Baton Rouge, Louisiana

Re: _____ ("Organization")

Annual Compliance Certificate

Members of the LSU Board of Supervisors:

In my capacity as the Chief Executive Officer (or other authorized officer) of _____, I am writing to confirm that *after making reasonable and appropriate inquiries, to the best of my knowledge, information and belief*, the following information is true and correct as of the date of this letter:

1. The Organization is required to obtain an annual financial audit in accordance with La. R.S. 17:3390. The annual financial audit for the fiscal year ending _____, conducted by an independent auditor, has been completed and a copy was provided to the Legislative Auditor with a copy to your office by letter dated _____;

OR

The Organization is exempt from the annual audit requirements of La. R.S. 17:3390, and copies of the Organization's exemption certificate and sworn financial statement prepared in accordance with La. R.S. 17:3390D(3)(a)-(c), were provided to the Legislative Auditor with a copy to your office by letter dated _____;

2. The Organization's annual tax return for the _____ tax year was completed and filed with IRS on _____ and a copy was delivered to your office by letter dated _____;

OR IF APPLICABLE

The Organization has requested an extension through _____ within which to file its annual tax return for the _____ tax year, and a copy of the return will be provided to your office upon filing;

3. A complete list of all active corporate affiliates and subsidiaries of the Organization as of this date and the purpose for which such entities have been formed is attached to this certificate as Schedule "1";

4. A complete list of all “managed organizations” as defined in the Uniform Affiliation Agreement, managed by the Organization is attached to this certificate as Schedule “2”;
5. A current list of the Organization’s officers and directors is attached to this certificate as Schedule “3”;
6. A copy of the Organization’s Articles of Incorporation and Bylaws are on file with and copies of any proposed amendments have been provided to the Executive Vice President;
7. The Organization is registered as a Louisiana nonprofit entity and it remains exempt from taxation in accordance with Sections _____ of the Internal Revenue Code;
8. The Organization has taken all necessary action, including any filings required by the Louisiana Secretary of State and other authorities, to maintain its corporate existence and its tax-exempt status;
9. A preliminary list, which is subject to confirmation by your office, showing the type of any housing, personnel, and other support provided to Affiliate by University during the previous fiscal year pursuant to the provisions of La. R.S. 17:3390(B)(3), including (i) amount and location of any space or facilities provided, (ii) number of personnel provided, and (iii) a listing of the type of any other services provided to Affiliate by University is attached to this certificate as Schedule “4”;
10. As detailed in Schedule “5” to this certificate, during the previous fiscal year, (i) subject to confirmation by your office, our records indicate that the total amount paid in cash to University as direct reimbursement for housing, personnel and other support was \$_____, and (ii) subject to confirmation by your office, our records indicate that the total dollar value of all property provided to the University together with all expenditures made in support of the University (exclusive of costs for personnel employed solely by and for the benefit of Affiliate, facilities occupied solely by Affiliate and other Affiliate overhead and administrative costs), which amount shall be considered “in-kind” reimbursement for purposes of La. R.S. 17:3390(b)(3), was \$_____;
11. The Organization maintains and enforces a policy on conflicts of interest as well as other policies procedures and internal controls required for the conduct of its business in accordance with applicable law, the terms of the Affiliation Agreement, applicable University policies and procedures and best practices for similar nonprofit organizations;
12. Except as specifically provided for under the circumstances described in Sections 6 and 7 of the Uniform Affiliation Agreement or previously disclosed in writing to the Executive Vice President, the Organization has not engaged in any prohibited transactions or made any prohibited expenditures over the last fiscal year;
13. Except as previously disclosed in writing to the Audit Committee of the Board of Supervisors, the Organization resolved or will resolve any material and substantial audit findings within

90 days of the issuance of its annual audit in accordance with Uniform Affiliation Agreement Section 5.4;

14. The Organization has provided a copy of its current Affiliation Agreement and access to all documents and other information relevant to the Affiliation Agreement to its independent auditors, if applicable, for use in the evaluation of our internal controls and determining compliance with the Affiliation Agreement in connection with transactions reviewed by the auditors in the course of their work. The Organization has represented to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of the Affiliation Agreement; and,
15. A copy of the Agreed Upon Procedures report described in Section 5.4 and Exhibit D was provided to your office by letter dated _____.

Sincerely,

Name:

Title:

Schedule 1 to Annual Affiliate Compliance Certificate
List of Corporate Affiliates and Subsidiaries and Purposes of Such Entities

Name of Entity Type of Entity and Purpose

Schedule 2 to Annual Affiliate Compliance Certificate
List of "Managed Organizations"

Name of Entity Type of Entity and Purpose

Schedule 3 to Annual Affiliate Compliance Certificate
List of "Affiliate's Officers and Directors"

Schedule 4 to Annual Affiliate Compliance Certificate
List of Housing, Personnel, and Other Support Provided to Affiliate by University

Schedule 5 to Annual Affiliate Compliance Certificate
List of Support Provided by Affiliate to the University

EXHIBIT B TO UNIFORM AFFILIATION AGREEMENT
TRANSACTIONS REQUIRING A DETERMINATION OF APPROPRIATE UNIVERSITY PURPOSE

1. Unless involving operational and business management matters of Affiliate itself, Affiliate shall not undertake the following transactions and disbursements without first obtaining a determination of acceptable University purpose by the President or his designee unless (i) approval by the University's Board is required by the Board's by-laws or applicable law, or (ii) the President, in the exercise of his discretion determines that consideration of the matter at issue by the University's Board is appropriate:
 - A. Knowingly accepting any donation which either: contains a condition or imposes or purports to impose an obligation on the University, the fulfillment of which would require the University to undertake actions not previously taken or approvals not previously granted by the University in accordance with applicable policies and procedures without an express written provision indicating that the acceptance by Affiliate is conditioned on the acceptance of the conditions or obligations by the University's Board or President in accordance with University policies and procedures and the terms of this Agreement;
 - B. Accepting any donation of immovable property intended to be (a) retained by the Affiliate, rather than liquidated within a reasonable period of time, or (b) leased or otherwise occupied by a component of the University;
 - C. Purchasing any immovable property with a fair market value of \$500,000 or more, except property which will serve as the primary location of Affiliate's administrative offices; provided that this shall not prohibit decisions by Affiliate's Board relating to reasonable and prudent investments for the Affiliate's benefit;
 - D. Selling, donating, or otherwise transferring any immovable property which was acquired for use by the University, without providing at least thirty (30) days advance written notice to the LSU Executive Vice President;
 - E. Leasing any immovable property, facility, or portion of a facility which is expected to be occupied by the University for a period of one year or longer without providing at least thirty (30) days advance written notice to the LSU Executive Vice President;
 - F. Entering into any cooperative endeavor or similar agreement with any public or quasi-public entity; and,
 - G. Creating a legal entity as a subsidiary or component of Affiliate without providing at least thirty (30) days advance written notice (unless a shorter period for the notice is approved in writing by the Executive Vice President) to the LSU Executive Vice President. If any such legal entities are created, affiliate shall either: (i) if available, present the financial activities of each such subsidiary in discrete schedules attached to Affiliate's financial statements, or (ii) if such discrete schedules are not available, provide University with copies of the tax returns of each such subsidiary.

2. The following disbursements and transactions require approval in accordance with policies and procedures mutually agreed to by University and Affiliate:
 - A. Reasonable moving expenses and reasonable relocation expenses of a University employee covered by PM 13; and,

- B. Reasonable travel, moving, relocation, entertainment, educational benefits or reimbursements may be paid to a University employee (or authorized traveler). Such payments may be made for such expenses within and above state limits when specifically approved by appropriate University administrators in accordance with University policy. Pending further specification of University policy, such expenses require approval of the employee's dean, vice chancellor or other equivalent administrative official, or their designee.
3. Contracts (or other agreements, including employment agreements) and subsequent amendments between Affiliate and a University employee should be recommended by the Chancellor (or equivalent) and approved in accordance with University policy, including approval by the Board of Supervisors, where applicable. Justification for such contracts should be in writing and demonstrate that the employee's duties are not those which the employee should perform directly for the University. These requirements shall be in addition to those of University's PM-11.

EXHIBIT C TO UNIFORM AFFILIATION AGREEMENT
PROHIBITED EXPENDITURES

1. Submission of a written request for reimbursement or direct payment of an expense by or on behalf of a University employee shall constitute a **good faith** representation by University employees and administrators whose signatures appear on such request that (a) the Affiliate's expenditure of funds as requested is consistent with applicable University policies, applicable law and the terms of this Agreement, and (b) where expenditures involve the disbursement of donor restricted funds, that the **purpose for which the expenditure has been requested** is consistent with donor intent. For purposes of evaluating Affiliate's compliance with the terms of this Agreement, Affiliate may **reasonably** rely upon such representations.¹

2. University, its employees and administrators shall not request the expenditure of funds, and Affiliate shall not expend funds for any of the following purposes, either directly or through reimbursement:
 - A. Solely for the private benefit of a University employee (or the family or spouse of a University employee or other non-employee who is on University business), unless approved in accordance with section 2 of Exhibit B and section 6.3 of the Agreement;
 - B. For any fines, penalties, or forfeitures of a University employee;
 - C. For any gift which is represented to be personally from a University employee in his or her personal capacity;
 - D. For political contributions, including payments to political action committees;
 - E. For any expense or reimbursement which would create, under all the circumstances, a reasonable conclusion that the expenditure is either (i) lavish or extravagant, or (ii) the benefit to the individual University employee outweighs the benefit to the University;
 - F. Where payment of the expenditure would violate the Louisiana Code of Ethics;
 - G. For any purpose other than as authorized in the Agreement or through written amendment or clarification of this Agreement signed by both Affiliate and the President of University, except on the specific written recommendation of the Chancellor or equivalent (for himself/herself and those under his/her supervision) and specific written approval of the President;
 - H. For any purpose which is not consistent with Affiliate's tax exempt mission and the purpose(s) stated in section 1.1 of the Agreement.
 - I. Any purpose that would result in a finding that either (i) Affiliate is being operated for the benefit of private interests, or (ii) Affiliate has permitted its net earnings to inure to the benefit of any private shareholder or individual, in violation of applicable provisions of the Internal Revenue Code as amended.

¹ The concept of "reasonable reliance" as applied to Affiliate's review of requests for expenditures submitted by the University or University personnel permits Affiliate to rely on an implied representation that such requests are consistent with University policies and procedures and the terms of this Agreement, except where, for example: (a) Affiliate has knowledge of facts indicating that representations implied in the request are not accurate, or (b) necessary documentation has not been submitted to support the request, or (c) documentation submitted in connection with the request is incomplete, inconsistent or inaccurate on its face.

EXHIBIT D TO UNIFORM AFFILIATION AGREEMENT
SCHEDULE OF AGREED-UPON PROCEDURES
For
AFFILIATE VERIFICATION OF COMPLIANCE
WITH UNIFORM AFFILIATION AGREEMENT

Independent Accountants retained by Affiliates will issue an Agreed Upon Procedures report regarding findings based on the following:

1. Confirm that Affiliate maintains a written policy regarding the handling and resolution of audit findings, audit exceptions, and any misuse of funds by observing a copy of such policy. The policy shall require that any unresolved issues be reported to the Audit Committee of the LSU Board of Supervisors consistent with Sub-section 5.6.
2. Confirm that Affiliate's governing board has established and implemented policies governing conflicts of interest by observing a copy of such policy.
3. Obtain an understanding of the internal controls in place over cash disbursements and expenditures for the period in question. On a sample of items, inspect written evidence of the internal controls and support for each transaction to determine if Affiliate has designed and implemented procedures related to the following UAA provisions:
 - Supplemental compensation or benefits, as defined in section 6.5 of the UAA paid directly to a University employee has written approval by the Chancellor or equivalent and the President of LSU.
 - Payments made to or on behalf of University employees for travel, moving, relocation, entertainment, educational benefits, and other reimbursements have been approved by the employee's dean, vice chancellor, or other equivalent administrative official approval in accordance with policies and procedures mutually agreed to by University and Affiliate.
 - Payments for moving and relocation expenses of University employees covered by PM 13 have been approved in accordance with policies and procedures mutually agreed to by University and Affiliate.
 - Payments have not been made for expenses that are solely for the private benefit of a University employee (or the family or spouse of a University employee or other non-employee who is on University business) unless approved in accordance with Section 2 of Exhibit B and Section 6.3 of the UAA.
 - Fines, forfeitures or penalties of University employees have not been paid by the Affiliate.

- Gifts represented to be personally from a University employee in his or her personal capacity have not been made by the Affiliate nor has any University employee been reimbursed for the purchase of such a gift.
- Political contributions which are prohibited by applicable Internal Revenue Service Regulations or state law have not been made or reimbursed.
- Funds have not been disbursed in connection with contracts (or other agreements including employment agreements) between the Affiliate and a University employee unless recommended by the Chancellor (or equivalent) and approved by the LSU President or the Board of Supervisors.
- Funds have not been disbursed for any purpose which is not consistent with Affiliate's tax-exempt mission and the purpose(s) stated in section 1.1 of the UAA.
- Funds have not been disbursed for any purpose that would result in a finding that either (i) Affiliate is being operated for the benefit of private interests, or (ii) Affiliate has permitted its net earnings to inure to the benefit of any private shareholder or individual, in violation of applicable provisions of the Internal Revenue Code as amended.

The proposed sample size will be provided to the LSU Executive Vice President for review and comment at least 15 days prior to the engagement. Unless otherwise mutually agreed to by Affiliate and the Executive Vice President for good cause shown, the sample size shall not exceed the fewer of 10% of Affiliate's annual transactions or 50 transactions.

4. Obtain a written representation from the Affiliate that, in accordance with Section 5.3 of the UAA, Affiliate has (a) provided the Auditor with a copy of its current UAA including any amendments thereto; (b) provided the Auditor with access to all documents and other information relevant to the UAA; and, (c) represented to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of the UAA.



Board of Supervisors

Recommendation to Approve an Affiliation Agreement with the Louisiana 4-H Foundation

Date: December 4, 2020

1. Bylaw Citation

Pursuant to Article VII, Section 1

- J. Any affiliation agreement with a private non-profit foundation formed to support the programs, facilities, and research and educational opportunities offered by one or more campuses of the University, or the University as a whole.

2. Summary of Matter

At its March 6, 2020 meeting, the Board of Supervisors approved a new Uniform Affiliation Agreement (UAA) template. The affiliation agreement outlines the general duties and responsibilities of both the University and the Affiliate. The template approved in March made a number of revisions and edits to the agreement, including providing for a more transparent and straightforward procedure to monitor compliance with the terms of the agreement. The university is now recommending approval of affiliation agreements with existing affiliates in the new UAA template.

3. Review of Business Plan

Not applicable

4. Fiscal Impact

There is no fiscal impact expected from the amended Affiliation Agreement.

5. Description of Competitive Process

Not applicable

6. Review of Legal Documents

Not applicable

7. Parties of Interest

LSU and the Louisiana 4-H Foundation.

8. Related Transactions

Not applicable

9. Conflicts of Interest

None.

10. Attachments

1. Affiliation Agreement with the Louisiana 4-H Foundation

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors authorizes the President to execute the affiliation agreement with the Louisiana 4-H Foundation, as presented.

Uniform Affiliation Agreement

This Agreement is made and entered into on the 13th day of November, 2020, between the Board of Supervisors of Louisiana State University Agricultural and Mechanical College ("University") and Louisiana 4-4 Foundation ("Affiliate").

WHEREAS, as stated in La. R.S. 17:3390(A), the Legislature has found and University recognizes that private, nonprofit organizations under the direction and control of private individuals who support institutions of higher education are effective in obtaining private support for those institutions;

WHEREAS, as further stated in La. R.S. 17:3390(A), the Legislature encourages higher education management boards and institutions to promote the activities of alumni associations, foundations, and other private, nonprofit organizations that raise private funds for the support of public institutions of higher education;

WHEREAS, after considering the proposed mission and purpose of Affiliate, University has determined that Affiliate's activities will support or enhance one or more of the programs, facilities, research and educational opportunities offered by University;

WHEREAS, because of the close association of Affiliate with the University, it is prudent and beneficial to have a clear statement, agreed upon by the parties, of the respective responsibilities, requirements, authority, and relationship of the University and Affiliate while preserving the private and independent legal status of the Affiliate:

1. Affiliate Purpose and Status

- 1.1 Affiliate's purpose(s) shall be as defined in the Affiliate's Articles of Incorporation. All actions taken by Affiliate shall be consistent with and in furtherance of its stated purpose(s), and such actions shall likewise be consistent with the institutional mission and activities of University as defined by the University. In order to prevent the unnecessary duplication of activities among University affiliates, any proposed material change in Affiliate's authorized purpose(s) must be approved in advance and in writing by the President of LSU. Requests for approval of such changes in purpose shall be submitted to LSU's Executive Vice President for Finance and Administration and CFO ("LSU Executive Vice President") with a copy delivered to the Chair of the Board of Supervisors.
- 1.2 Unless waived in writing, Affiliate shall provide at least 30 days advance written notice to the LSU Executive Vice President of any proposed material change in Affiliate's Articles of Incorporation or Bylaws.
- 1.3 Affiliate has been formed as a private non-profit Louisiana organization, and has been recognized as and shall maintain its status as an organization exempt from taxation under Section 501(c) of the Internal Revenue Code.
- 1.4 Affiliate is a separate legal entity from University. Nothing in this Agreement shall be construed as to invalidate or restrict Affiliate's private and independent legal status.

2. Governance

- 2.1 To ensure that Affiliate's status as a private entity is recognized and maintained in accordance with La. R.S. 17:3390(B), Affiliate shall meet the following criteria:
 - 2.1.1 Affiliate shall be under the management and control of a board of directors ("Affiliate's Board") elected by the members or shareholders of Affiliate.
 - 2.1.2 A majority of the voting members of Affiliate's Board shall consist of individuals who are not members or employees of a Louisiana higher education management board; and,
 - 2.1.3 Affiliate shall reimburse, either directly or in-kind, the cost of housing, personnel, and other support furnished to Affiliate by any institution of higher education.
- 2.2 Members of Affiliate Boards
 - 2.2.1 The President of LSU, or his designee, shall be a non-voting *ex officio* member of Affiliate's Board and of the Executive Committee of such Board (or equivalent). To promote compliance with Affiliate's policy on conflicts of interest, and ensure that appropriate disclosures are made and facilitate an understanding of Affiliate's business, the President of LSU will provide Affiliate with reasonable advance notice identifying individuals designated to attend meetings in his place and will endeavor to utilize a single individual as his designee.
 - 2.2.2 The Chairman of the Board of Supervisors, in consultation with members of the Board of Supervisors and Chairman of the Affiliate Board, shall have the right to recommend a list of members of the Board of Supervisors as potential candidates to Affiliate for election to Affiliate's Board as non-voting members. Affiliate agrees that at all times, excluding instances associated with temporary vacancies created by death, resignation or similar causes, at least one member of its Board, shall be elected from the recommended candidates.
 - 2.2.3 Designation of the President of LSU (or his designee) and Affiliate's election of an individual nominated by the Chairman of the Board of Supervisors to serve as a member of Affiliate's Board and/or Executive Committee is not intended to and shall not be deemed a waiver of the privileges and immunities granted Affiliate pursuant to La. R.S. 17:3390.
- 2.3 If the Affiliate is in primary support of a single campus or institution, the Chancellor or equivalent shall, at a minimum, be given notice of and the ability to attend and participate as a non-voting, *ex officio* member in meetings of the Affiliate's Board and Executive Committee.
- 2.4 Members of the Board of Directors and the Executive Committee shall have reasonable access to all books and records of Affiliate in accordance with its generally applicable confidentiality and non-disclosure policies, provided that members who are or may be deemed "public servants," as defined in La. R.S. 42:1102(19), shall not have legal custody of Affiliate's books and records. Requests for access to books and records shall be made via written request directed to Affiliate's Chief Executive Officer.

3. General Duties and Responsibilities of Affiliate

- 3.1 Operate Affiliate for primary benefit of University in accordance with Affiliate's Articles of Incorporation and tax-exempt purpose.
- 3.2 Support and promote the mission and activities of the University.
- 3.3 Affiliate shall establish and enforce policies to identify and manage potential conflicts of interest and ensure that Affiliate's assets do not directly or indirectly unduly benefit any individual or other person.
- 3.4 Solicit and accept things of value of all kinds consistent with applicable law.
- 3.5 Receive, hold, invest, administer, manage, distribute and provide good stewardship of gifts and bequests in accordance with donor intent, applicable law and applicable University and Affiliate policies and procedures.
- 3.6 Expend funds for the establishment and operation of Affiliate and for any reasonable expenses incidental to the conduct of the affairs of Affiliate.
- 3.7 Within 120 days following the close of Affiliate's fiscal year, unless an extension is granted by the LSU Executive Vice President, submit the annual Affiliate Compliance Certificate (Exhibit A) and materials referenced therein, to the LSU Executive Vice President.
- 3.8 Subject to any limitations imposed by contracts among the University and third parties and applicable University policies, the Affiliate may be granted the right by University to utilize its "licensed marks" on a royalty free basis for its activities in support of LSU. Affiliate must adhere to the Louisiana State University Brand Identity.
- 3.9 University is an equal opportunity/access institution committed to diversity and inclusiveness in procurement. Affiliate is encouraged to reflect the spirit of this commitment in its business practices by: (a) participating in and encouraging major suppliers to participate in LSU sponsored outreach programs for small businesses as well as minority, women and veteran owned businesses ("DBEs"); (b) creating awareness among its suppliers that University and Affiliate encourage suppliers to make reasonable and prudent efforts to identify and provide competitive opportunities for participation by DBEs; and, (c) making reasonable and prudent efforts consistent with its unique needs as well as its fiduciary and good stewardship obligations, to identify and provide competitive opportunities for DBEs to participate in Affiliate's procurement opportunities. To assist Affiliate in its efforts, the University will make the resources of its Supplier Diversity program, including but not limited to lists of registered DBE's, personnel and information on best practices, available to Affiliate.

4. General Duties and Responsibilities of University

- 4.1 Support and promote the purpose and activities of Affiliate and encourage the donation of private funds to Affiliate;
- 4.2 Avoid action that would undermine Affiliate's status as a private entity, maintain the confidentiality of donor records and the private nature of Affiliate's books and records to the extent allowed by law;

- 4.3 Accept funds made available by Affiliate, provide good stewardship of gifts once received by University and utilize funds received from Affiliate in a manner consistent with University's mission, terms and conditions imposed by testators and donors, applicable law, this Agreement and University policy; and,
- 4.4 Make available to Affiliate, at University's sole discretion, appropriate facilities, personnel, or other support pursuant to the provisions of La. R.S. 17:3390(B)(3) and as otherwise permitted by law.

5. Records, Internal Controls and Funds Management

- 5.1 Recognizing the need to preserve the public trust and guard against the appearance of impropriety in its activities, Affiliate shall adopt, maintain, and enforce necessary and appropriate policies, procedures and internal controls, including policies on conflicts of interest, required for the conduct of its business in accordance with applicable law, the terms of this Agreement, applicable University policies and procedures and best practices for similar nonprofit organizations.
- 5.2 The books and records of Affiliate shall be kept in accordance with customary and current accounting standards. For the preparation of reports required by this section of this Agreement, an external accountant and/or auditor engaged to conduct such reports shall be selected from among the most recent list of certified public accountants maintained by the Louisiana Legislative Auditor.
- 5.3 In connection with its annual financial audit, Affiliate shall: (a) provide its auditors with a copy of this Agreement including all exhibits, schedules, and other attachments; (b) provide its auditors with access to all documents and other information relevant to this Agreement; (c) require Affiliate's chief executive officer to represent to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of this Agreement; and, (d) rotate audit partners or firms at least every five years.
- 5.4 On a biennial basis, to commence in an Affiliate's fiscal year (commencing on or following execution of this Agreement by Affiliate) designated by the Executive Vice President, or on an annual basis if requested in writing by the LSU Executive Vice President for good cause shown, Affiliate shall separately engage an Independent Accountant (which may be the same firm conducting its financial statement audit) to perform various procedures necessary to issue an Agreed Upon Procedures report concerning items included in the Schedule of Agreed - Upon Procedures for Verification of Affiliate Compliance (Exhibit D).
- 5.5 Affiliate shall provide to the LSU Executive Vice President within 120 days of the close of Affiliate's fiscal year: (a) its audited financial statements; and (b) its Agreed Upon Procedures report. At the request of the LSU Office of Internal Audit, Affiliate and its independent auditors shall arrange to meet with representatives from the LSU Office of Internal Audit to review written findings and/or the Agreed Upon Procedures report.
- 5.6 Affiliate shall evaluate and, where appropriate, take corrective action to remedy material and substantial audit findings. Material and substantial audit findings which have not either been

(a) resolved by management or, where appropriate, through corrective action within ninety (90) days following issuance of the annual audit, or (b) in cases where corrective action is appropriate, corrective action reasonably designed to resolve the issue has not been taken within ninety (90) days following issuance of the annual audit, shall be reported to the Audit Committee of the Board of Supervisors in writing.

- 5.7 Pursuant to a separate written Funds Management Agreement authorized and executed by University and Affiliate, University may in its discretion agree to deliver and Affiliate may agree to accept for deposit with Affiliate funds which have been donated to the University by private individuals or entities or which have been provided from the state to the University pursuant to the Board of Regents Support Fund or other programs.

6. Certain Disbursements and Other Transactions

- 6.1 All disbursements by Affiliate for administrative and operating expenses shall be in accordance with policies adopted by Affiliate's Board and in accordance with its annual budget, as modified by policies and procedures adopted by Affiliate's Board. Such policies shall provide for sound and prudent business practices, the payment or reimbursement of ordinary, necessary and reasonable business expenses, and shall address the content of this Agreement.
- 6.2 Affiliate shall not undertake the disbursements and transactions described on Exhibit B, other than transactions and disbursements involving operational and business management matters of Affiliate itself, without first obtaining a determination of acceptable University purpose from the appropriate University authority.
- 6.3 No donation requiring a determination of acceptable University purpose shall be publicized or otherwise disclosed by Affiliate prior to acceptance of any conditions or obligations by the University's Board or President of LSU in accordance with University policies and procedures.
- 6.4 Requests for a determination of acceptable University purpose shall be submitted to the President of LSU or to the Board through the President as may be appropriate by the Chancellor (or equivalent) of the campus or institution for whose benefit the action is proposed, in accordance with the procedures set forth in University procedures. Any submission shall include a specific recommendation from the Chancellor or equivalent demonstrating that the proposed transaction is in support of the University and its mission.
- 6.5 Absent exceptional circumstances and written approval by the Chancellor (or equivalent) and President (or designee), supplemental compensation or benefits to a University employee shall be paid through the University, not directly by Affiliate to the employee. For purposes of this section, supplemental compensation or benefits shall mean all compensation or benefits in addition to the base university compensation and benefits approved by the Board of Supervisors for duties performed by the employee for the University.
- 6.6 To ensure compliance with La. R.S. 17:3390(F), payments of over one thousand (\$1,000) dollars for any single transaction to, or on behalf of, or to reimburse the expense of a public employee of a public higher education institution or a public employee or officer of a management board of a public higher education institution shall be periodically reviewed and

approved by the Board of Supervisors in accordance with applicable policies and procedures. Affiliate may pay or reimburse such transactions pending approval by the Board, provided that any such payments or reimbursements subsequently disapproved by the Board shall be reimbursed to the Affiliate by the public employee or officer within ninety (90) days of such disapproval.

7. Prohibited Expenditures, Advisory Opinions

- 7.1 University, its employees and administrators shall not request the expenditure of funds and Affiliate shall not expend funds for any of the purposes described in section 2 of Exhibit C either directly or through reimbursement.
- 7.2 Where there is doubt about the reasonableness or validity of a proposed expenditure or transaction, or the procedure by which such expenditure or transaction should be reviewed, the Chancellor or equivalent, or legal counsel for Affiliate, shall seek an advisory opinion from the President, through the LSU Executive Vice President. Where appropriate, the President may refer the question to the Board of Supervisors for a decision. The President may adopt guidelines to facilitate the provisions of this sub-section.

8. Funds Management Agreements/Commitment of University Funds

- 8.1 With the written consent of the LSU Executive Vice President, Affiliate may enter into one or more agreements ("Funds Management Agreements") with other affiliates of University (that is, other non-profit organizations which are recognized pursuant to University policy) so that one affiliate will manage the funds of another affiliate. In such event, the affiliate which is agreeing to manage the funds of the other affiliate shall be known as the "Funds Owner" while the affiliate transferring the funds shall be known as the "Funds Manager."
- 8.2 Unless otherwise specifically provided for in the Funds Management Agreement, the Funds Manager shall have no internal control or audit responsibilities with respect to the Funds Owner; provided, however, that the Funds Manager shall cooperate with the Funds Owner's management and auditors with respect to such matters.
- 8.3 Where Affiliate enters into a Funds Management Agreement with an organization that has not executed an Affiliation Agreement with University, such Funds Management Agreements shall:
 - 8.3.1 Require that the funds of the Funds Owner be included in either (a) the Funds Manager's annual audit conducted pursuant to La. R.S. 17:3390 or, (b) if the Funds Manager is exempt from annual audit requirements pursuant to R.S. 17:3390, an exemption certificate and a sworn financial statement in accordance with La. R.S. 17:3390D(3)(a)-(c).
 - 8.3.2 Notify the Funds Owner of the requirements of La. R.S. 17:3390(D).
- 8.4 In connection with transactions requiring the commitment of material University resources (including the transfer of University funds), the Affiliate will enter into a written agreement outlining the structure or details of each specific transaction, excluding routine transactions;

the obligations of Affiliate, University, and any other parties; the public purpose to be achieved from such transaction; and, either a reasonable expectation that benefits to the University resulting from the transaction will equal or exceed the value of funds provided by the University or an affirmation that the value of the University funds committed to the transaction will be reimbursed, either directly or through in-kind services in accordance with the requirements of La. R.S. 17:3390(B)(3).

- 8.5 Upon written request from the LSU Executive Vice President, Affiliates that are exempt from annual audit requirements pursuant to La. R.S. 17:3390, may be required to submit a financial audit or agreed to procedures report acceptable to the University conducted in accordance with generally accepted auditing standards by an independent professional auditor or, at Affiliate's option, LSU Internal Audit personnel. In connection with any audit or agreed to procedures conducted pursuant to this section, Affiliate shall: (a) provide its auditors with a copy of this Agreement; (b) provide its auditors with access to all documents and other information relevant to this Agreement; and, (c) represent to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of this Agreement.

9. Term and Termination

- 9.1 This Agreement revises and replaces previous Affiliation Agreements between University and Affiliate. It shall take effect on the date first written above, and shall continue for a period of one year. Thereafter, it shall be automatically renewed and extended for additional one-year periods unless Affiliate gives notice to terminate pursuant to the provisions of section 9.2, or University gives notice to terminate pursuant to the provisions of section 9.3. The provisions of this section shall survive any such termination.
- 9.2 Except to the extent modified by this Agreement or a separate written Agreement between Affiliate and University, Affiliate may terminate this Agreement without cause by providing written notice to the University no less than six (6) months prior to the effective date of the termination.
- 9.3 Except to the extent modified by this Agreement or a separate written Agreement between Affiliate and University, University may terminate this Agreement for cause in the event of:
- 9.3.1 Affiliate commits a material and substantial violation of the terms of this Agreement and fails to cure such violation after being provided with at least 30 days' notice of such violation,
- 9.3.2 Affiliate engages in or negligently allows: (a) any material and substantial misuse of Affiliate's funds, or (b) any fraudulent or other illegal activity,
- 9.3.3 the commencement of a voluntary bankruptcy proceeding by Affiliate or the commencement of an involuntary bankruptcy proceeding against Affiliate that is not dismissed within 120 days,
- 9.3.4 the commencement of a voluntary dissolution proceeding by Affiliate or an involuntary dissolution proceeding against Affiliate that is not dismissed within 120 days,

- 9.3.5 a transfer of the campus, institution or program supported by Affiliate to another higher education management board,
 - 9.3.6 elimination or modification of programs offered by University such that Affiliate is no longer deemed necessary to the University's mission or the Affiliate is no longer able to achieve its purpose(s), or
 - 9.3.7 the occurrence of any other material event or circumstance similar in nature to those described in subsections 9.3.1-9.3.6 which, in the reasonable judgment of the University, constitutes cause and remains uncured following thirty (30) days' notice to Affiliate.
- 9.4 Upon termination of this Agreement, Affiliate shall:
- 9.4.1 Cease to use the University's name, marks or other indicia to solicit donations or for any other purpose and shall not in any way represent to alumni, contributors, and the general public that said Affiliate is affiliated with the University or authorized to raise funds for any of the colleges, schools, departments, and divisions comprising it;
 - 9.4.2 Unless otherwise directed in writing by the University or unless otherwise required pursuant to the terms of applicable law, immediately transfer to University or another affiliate designated by University, all public funds which Affiliate holds as a depository pursuant to the provisions of section 8.0;
 - 9.4.3 Terminate any Management Agreements entered into with other University affiliates in accordance with the terms of Section 8 of this Agreement and immediately return any managed funds to the appropriate Managed Affiliate(s); and,
 - 9.4.4 Provide an accounting to University of all funds, public or private, held by Affiliate within 120 days of notice of termination unless extended in writing by mutual agreement.
- 9.5 If the Affiliate's purpose is in primary support of a single campus or institution, and the necessity for termination of this Agreement results from the transfer of the supported campus or institution to another public higher education management board ("Transferee Institution"), to the extent consistent with applicable law and prudent financial management practices, the applicable provisions of any legislation authorizing transfer of the supported campus or institution and compliance with sections 9.4.1 through 9.4.4 of this Agreement, Affiliate may effect the termination of this agreement to the extent it enters into an affiliation agreement with the Transferee Institution providing for Affiliate's ability to continue its mission of supporting the same campus or institution subject to oversight by the Transferee Institution. Preceding the transfer, there shall be a review to determine whether there is any adverse impact on the University. In the event that Affiliate enters into an affiliation agreement with a Transferee Institution pursuant to the terms of this Section, the Transferee Institution and Affiliate shall agree to indemnify, defend and hold harmless University, its members, employees and agents from and against any and all claims and liabilities associated with or in any way arising out of University's association with Affiliate and Affiliate's actions or inactions (whether past, present or future).
- 9.6 Upon dissolution of Affiliate, whether dissolution is voluntary or involuntary, subject to compliance with sections 9.4 – 9.5 of this Agreement, applicable laws and Affiliate's Articles of Incorporation and other governing documents, Affiliate shall provide for its net assets to be distributed to another nonprofit affiliated with the University as designated by the

President of LSU, unless otherwise agreed by the University and Affiliate or directed by a court of competent jurisdiction and venue, to be used as nearly as practicable in accordance with the express terms of written acts of donation, testaments, pledges and similar instruments, donor intent, Affiliate's governing documents, purposes and applicable law. This paragraph shall not prejudice the rights of creditors including, without limitation, any properly approved, valid, and enforceable financing agreements executed by Affiliate.

10. Notices, Entire Agreement, Venue

- 10.1 Unless otherwise provided herein, whenever any notice or demand is required or permitted under this agreement, such notice or demand shall be given in writing and delivered in person or by certified mail to the University, addressed to its President at 3810 West Lakeshore Drive, Baton Rouge, LA, and to Affiliate at the address shown above. Unless otherwise provided herein, such advance notice requirements and time periods designated for the performance of specific acts may be extended or waived, in writing, by the LSU Executive Vice President.
- 10.2 This Agreement, including all exhibits, constitutes the entire agreement between the parties and shall not be amended except in writing signed by the President of University and a duly authorized officer of Affiliate. This Agreement is not intended to and does not create any rights in third parties.
- 10.3 The parties anticipate that they will enter into separate agreements for specific projects. Where there is a conflict between the terms of this Agreement and the terms of any separate agreement, the terms of the separate agreement shall control.
- 10.4 This Agreement is entered into, and any action arising from this Agreement shall be brought in, East Baton Rouge Parish, Louisiana.

THUS DONE AND SIGNED this 13th day of November, 2020, by the undersigned duly authorized representatives.

For Affiliate:

For University:

By: Patrick Tuck
Name: Patrick Tuck
Title: Executive Director

By: _____
Name:
Title:

EXHIBIT A TO UNIFORM AFFILIATION AGREEMENT
ANNUAL AFFILIATE COMPLIANCE CERTIFICATE

Date_____

LSU Board of Supervisors

Attn: _____

Baton Rouge, Louisiana

Re: _____ ("Organization")

Annual Compliance Certificate

Members of the LSU Board of Supervisors:

In my capacity as the Chief Executive Officer (or other authorized officer) of _____, I am writing to confirm that *after making reasonable and appropriate inquiries, to the best of my knowledge, information and belief*, the following information is true and correct as of the date of this letter:

1. The Organization is required to obtain an annual financial audit in accordance with La. R.S. 17:3390. The annual financial audit for the fiscal year ending _____, conducted by an independent auditor, has been completed and a copy was provided to the Legislative Auditor with a copy to your office by letter dated _____;

OR

The Organization is exempt from the annual audit requirements of La. R.S. 17:3390, and copies of the Organization's exemption certificate and sworn financial statement prepared in accordance with La. R.S. 17:3390D(3)(a)-(c), were provided to the Legislative Auditor with a copy to your office by letter dated _____;

2. The Organization's annual tax return for the ____ tax year was completed and filed with IRS on _____ and a copy was delivered to your office by letter dated _____;

OR IF APPLICABLE

The Organization has requested an extension through _____ within which to file its annual tax return for the _____ tax year, and a copy of the return will be provided to your office upon filing;

3. A complete list of all active corporate affiliates and subsidiaries of the Organization as of this date and the purpose for which such entities have been formed is attached to this certificate as Schedule "1";

4. A complete list of all "managed organizations" as defined in the Uniform Affiliation Agreement, managed by the Organization is attached to this certificate as Schedule "2";
5. A current list of the Organization's officers and directors is attached to this certificate as Schedule "3";
6. A copy of the Organization's Articles of Incorporation and Bylaws are on file with and copies of any proposed amendments have been provided to the Executive Vice President;
7. The Organization is registered as a Louisiana nonprofit entity and it remains exempt from taxation in accordance with Sections _____ of the Internal Revenue Code;
8. The Organization has taken all necessary action, including any filings required by the Louisiana Secretary of State and other authorities, to maintain its corporate existence and its tax-exempt status;
9. A preliminary list, which is subject to confirmation by your office, showing the type of any housing, personnel, and other support provided to Affiliate by University during the previous fiscal year pursuant to the provisions of La. R.S. 17:3390(B)(3), including (i) amount and location of any space or facilities provided, (ii) number of personnel provided, and (iii) a listing of the type of any other services provided to Affiliate by University is attached to this certificate as Schedule "4";
10. As detailed in Schedule "5" to this certificate, during the previous fiscal year, (i) subject to confirmation by your office, our records indicate that the total amount paid in cash to University as direct reimbursement for housing, personnel and other support was \$_____, and (ii) subject to confirmation by your office, our records indicate that the total dollar value of all property provided to the University together with all expenditures made in support of the University (exclusive of costs for personnel employed solely by and for the benefit of Affiliate, facilities occupied solely by Affiliate and other Affiliate overhead and administrative costs), which amount shall be considered "in-kind" reimbursement for purposes of La. R.S. 17:3390(b)(3), was \$_____;
11. The Organization maintains and enforces a policy on conflicts of interest as well as other policies procedures and internal controls required for the conduct of its business in accordance with applicable law, the terms of the Affiliation Agreement, applicable University policies and procedures and best practices for similar nonprofit organizations;
12. Except as specifically provided for under the circumstances described in Sections 6 and 7 of the Uniform Affiliation Agreement or previously disclosed in writing to the Executive Vice President, the Organization has not engaged in any prohibited transactions or made any prohibited expenditures over the last fiscal year;
13. Except as previously disclosed in writing to the Audit Committee of the Board of Supervisors, the Organization resolved or will resolve any material and substantial audit findings within

90 days of the issuance of its annual audit in accordance with Uniform Affiliation Agreement Section 5.4;

14. The Organization has provided a copy of its current Affiliation Agreement and access to all documents and other information relevant to the Affiliation Agreement to its independent auditors, if applicable, for use in the evaluation of our internal controls and determining compliance with the Affiliation Agreement in connection with transactions reviewed by the auditors in the course of their work. The Organization has represented to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of the Affiliation Agreement; and,
15. A copy of the Agreed Upon Procedures report described in Section 5.4 and Exhibit D was provided to your office by letter dated _____.

Sincerely,

Name:

Title:

Schedule 1 to Annual Affiliate Compliance Certificate
List of Corporate Affiliates and Subsidiaries and Purposes of Such Entities

<u>Name of Entity</u>	<u>Type of Entity and Purpose</u>
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Schedule 2 to Annual Affiliate Compliance Certificate
List of "Managed Organizations"

<u>Name of Entity</u>	<u>Type of Entity and Purpose</u>
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Schedule 3 to Annual Affiliate Compliance Certificate
List of "Affiliate's Officers and Directors"

Schedule 4 to Annual Affiliate Compliance Certificate
List of Housing, Personnel, and Other Support Provided to Affiliate by University

Schedule 5 to Annual Affiliate Compliance Certificate
List of Support Provided by Affiliate to the University

EXHIBIT B TO UNIFORM AFFILIATION AGREEMENT
TRANSACTIONS REQUIRING A DETERMINATION OF APPROPRIATE UNIVERSITY PURPOSE

1. Unless involving operational and business management matters of Affiliate itself, Affiliate shall not undertake the following transactions and disbursements without first obtaining a determination of acceptable University purpose by the President or his designee unless (i) approval by the University's Board is required by the Board's by-laws or applicable law, or (ii) the President, in the exercise of his discretion determines that consideration of the matter at issue by the University's Board is appropriate:
 - A. Knowingly accepting any donation which either: contains a condition or imposes or purports to impose an obligation on the University, the fulfillment of which would require the University to undertake actions not previously taken or approvals not previously granted by the University in accordance with applicable policies and procedures without an express written provision indicating that the acceptance by Affiliate is conditioned on the acceptance of the conditions or obligations by the University's Board or President in accordance with University policies and procedures and the terms of this Agreement;
 - B. Accepting any donation of immovable property intended to be (a) retained by the Affiliate, rather than liquidated within a reasonable period of time, or (b) leased or otherwise occupied by a component of the University;
 - C. Purchasing any immovable property with a fair market value of \$500,000 or more, except property which will serve as the primary location of Affiliate's administrative offices; provided that this shall not prohibit decisions by Affiliate's Board relating to reasonable and prudent investments for the Affiliate's benefit;
 - D. Selling, donating, or otherwise transferring any immovable property which was acquired for use by the University, without providing at least thirty (30) days advance written notice to the LSU Executive Vice President;
 - E. Leasing any immovable property, facility, or portion of a facility which is expected to be occupied by the University for a period of one year or longer without providing at least thirty (30) days advance written notice to the LSU Executive Vice President;
 - F. Entering into any cooperative endeavor or similar agreement with any public or quasi-public entity; and,
 - G. Creating a legal entity as a subsidiary or component of Affiliate without providing at least thirty (30) days advance written notice (unless a shorter period for the notice is approved in writing by the Executive Vice President) to the LSU Executive Vice President. If any such legal entities are created, affiliate shall either: (i) if available, present the financial activities of each such subsidiary in discrete schedules attached to Affiliate's financial statements, or (ii) if such discrete schedules are not available, provide University with copies of the tax returns of each such subsidiary.

2. The following disbursements and transactions require approval in accordance with policies and procedures mutually agreed to by University and Affiliate:
 - A. Reasonable moving expenses and reasonable relocation expenses of a University employee covered by PM 13; and,

- B. Reasonable travel, moving, relocation, entertainment, educational benefits or reimbursements may be paid to a University employee (or authorized traveler). Such payments may be made for such expenses within and above state limits when specifically approved by appropriate University administrators in accordance with University policy. Pending further specification of University policy, such expenses require approval of the employee's dean, vice chancellor or other equivalent administrative official, or their designee.
3. Contracts (or other agreements, including employment agreements) and subsequent amendments between Affiliate and a University employee should be recommended by the Chancellor (or equivalent) and approved in accordance with University policy, including approval by the Board of Supervisors, where applicable. Justification for such contracts should be in writing and demonstrate that the employee's duties are not those which the employee should perform directly for the University. These requirements shall be in addition to those of University's PM-11.

EXHIBIT C TO UNIFORM AFFILIATION AGREEMENT
PROHIBITED EXPENDITURES

1. Submission of a written request for reimbursement or direct payment of an expense by or on behalf of a University employee shall constitute a **good faith** representation by University employees and administrators whose signatures appear on such request that (a) the Affiliate's expenditure of funds as requested is consistent with applicable University policies, applicable law and the terms of this Agreement, and (b) where expenditures involve the disbursement of donor restricted funds, that the **purpose for which the expenditure has been requested** is consistent with donor intent. For purposes of evaluating Affiliate's compliance with the terms of this Agreement, Affiliate may **reasonably** rely upon such representations.¹

2. University, its employees and administrators shall not request the expenditure of funds, and Affiliate shall not expend funds for any of the following purposes, either directly or through reimbursement:
 - A. Solely for the private benefit of a University employee (or the family or spouse of a University employee or other non-employee who is on University business), unless approved in accordance with section 2 of Exhibit B and section 6.3 of the Agreement;
 - B. For any fines, penalties, or forfeitures of a University employee;
 - C. For any gift which is represented to be personally from a University employee in his or her personal capacity;
 - D. For political contributions, including payments to political action committees;
 - E. For any expense or reimbursement which would create, under all the circumstances, a reasonable conclusion that the expenditure is either (i) lavish or extravagant, or (ii) the benefit to the individual University employee outweighs the benefit to the University;
 - F. Where payment of the expenditure would violate the Louisiana Code of Ethics;
 - G. For any purpose other than as authorized in the Agreement or through written amendment or clarification of this Agreement signed by both Affiliate and the President of University, except on the specific written recommendation of the Chancellor or equivalent (for himself/herself and those under his/her supervision) and specific written approval of the President;
 - H. For any purpose which is not consistent with Affiliate's tax exempt mission and the purpose(s) stated in section 1.1 of the Agreement.
 - I. Any purpose that would result in a finding that either (i) Affiliate is being operated for the benefit of private interests, or (ii) Affiliate has permitted its net earnings to inure to the benefit of any private shareholder or individual, in violation of applicable provisions of the Internal Revenue Code as amended.

¹ The concept of "reasonable reliance" as applied to Affiliate's review of requests for expenditures submitted by the University or University personnel permits Affiliate to rely on an implied representation that such requests are consistent with University policies and procedures and the terms of this Agreement, except where, for example: (a) Affiliate has knowledge of facts indicating that representations implied in the request are not accurate, or (b) necessary documentation has not been submitted to support the request, or (c) documentation submitted in connection with the request is incomplete, inconsistent or inaccurate on its face.

EXHIBIT D TO UNIFORM AFFILIATION AGREEMENT
SCHEDULE OF AGREED-UPON PROCEDURES
For
AFFILIATE VERIFICATION OF COMPLIANCE
WITH UNIFORM AFFILIATION AGREEMENT

Independent Accountants retained by Affiliates will issue an Agreed Upon Procedures report regarding findings based on the following:

1. Confirm that Affiliate maintains a written policy regarding the handling and resolution of audit findings, audit exceptions, and any misuse of funds by observing a copy of such policy. The policy shall require that any unresolved issues be reported to the Audit Committee of the LSU Board of Supervisors consistent with Sub-section 5.6.
2. Confirm that Affiliate's governing board has established and implemented policies governing conflicts of interest by observing a copy of such policy.
3. Obtain an understanding of the internal controls in place over cash disbursements and expenditures for the period in question. On a sample of items, inspect written evidence of the internal controls and support for each transaction to determine if Affiliate has designed and implemented procedures related to the following UAA provisions:
 - Supplemental compensation or benefits, as defined in section 6.5 of the UAA paid directly to a University employee has written approval by the Chancellor or equivalent and the President of LSU.
 - Payments made to or on behalf of University employees for travel, moving, relocation, entertainment, educational benefits, and other reimbursements have been approved by the employee's dean, vice chancellor, or other equivalent administrative official approval in accordance with policies and procedures mutually agreed to by University and Affiliate.
 - Payments for moving and relocation expenses of University employees covered by PM 13 have been approved in accordance with policies and procedures mutually agreed to by University and Affiliate.
 - Payments have not been made for expenses that are solely for the private benefit of a University employee (or the family or spouse of a University employee or other non-employee who is on University business) unless approved in accordance with Section 2 of Exhibit B and Section 6.3 of the UAA.
 - Fines, forfeitures or penalties of University employees have not been paid by the Affiliate.

- Gifts represented to be personally from a University employee in his or her personal capacity have not been made by the Affiliate nor has any University employee been reimbursed for the purchase of such a gift.
- Political contributions which are prohibited by applicable Internal Revenue Service Regulations or state law have not been made or reimbursed.
- Funds have not been disbursed in connection with contracts (or other agreements including employment agreements) between the Affiliate and a University employee unless recommended by the Chancellor (or equivalent) and approved by the LSU President or the Board of Supervisors.
- Funds have been not disbursed for any purpose which is not consistent with Affiliate's tax-exempt mission and the purpose(s) stated in section 1.1 of the UAA.
- Funds have not been disbursed for any purpose that would result in a finding that either (i) Affiliate is being operated for the benefit of private interests, or (ii) Affiliate has permitted its net earnings to inure to the benefit of any private shareholder or individual, in violation of applicable provisions of the Internal Revenue Code as amended.

The proposed sample size will be provided to the LSU Executive Vice President for review and comment at least 15 days prior to the engagement. Unless otherwise mutually agreed to by Affiliate and the Executive Vice President for good cause shown, the sample size shall not exceed the fewer of 10% of Affiliate's annual transactions or 50 transactions.

4. Obtain a written representation from the Affiliate that, in accordance with Section 5.3 of the UAA, Affiliate has (a) provided the Auditor with a copy of its current UAA including any amendments thereto; (b) provided the Auditor with access to all documents and other information relevant to the UAA; and, (c) represented to its auditors that except to the extent disclosed in writing, to the best of Affiliate's knowledge, information and belief, Affiliate has complied with all applicable provisions of the UAA.

EXHIBIT E TO UNIFORM AFFILIATION AGREEMENT

Use of 4-H Name and Emblem

The use of the 4-H Name and Emblem in fundraising is governed by the Code of Federal Regulations Title 7, Part 8, which establishes authority within the state. Nothing in the Affiliation Agreement shall limit or otherwise affect the Louisiana 4-H Foundation's ability to adhere to the federal code.

§8.9 Use in 4-H fund raising.

(a) Fund-raising programs using the 4-H Name or Emblem may be carried out for specific educational purposes. Such fund-raising programs and use of the 4-H name and emblem on, or associated with, products, and services for such purposes must have the approval of appropriate Cooperative Extension office, as follows:

(1) Approval of the County Cooperative Extension Service, or the appropriate land-grant institution, if the fund-raising program is confined to the area served by the County Cooperative Extension Service.

(2) Approval of the State Cooperative Extension Service, or the appropriate land-grant institution, if the fund-raising program is multi-county or Statewide.

(3) Approval of the Director of the National Institute of Food and Agriculture, United States Department of Agriculture, or a designee, if the fund-raising program is multi-State or Nationwide.

(b) When used to promote 4-H educational programs, the 4-H Club name and emblem, subject to obtaining authorization as provided in these regulations, may be used on or associated with products and services sold in connection with 4-H fund-raising programs so long as no endorsement or the appearance of an endorsement of a commercial firm, product or service is either intended or effected. Tributes to 4-H contained on or associated with commercial products or services, when such products or services are used for the fund-raising activities, are subject to the requirements of this paragraph. All moneys received from 4-H fund-raising programs, except those necessary to pay reasonable expenses, must be expended to further the 4-H educational programs.



Board of Supervisors

MEETING MINUTES

BOARD OF SUPERVISORS MEETING | DECEMBER 4, 2020

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OCTOBER 23, 2020

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MINUTES
LSU BOARD OF SUPERVISORS MEETING
C.B. Pennington Jr. Conference Center, Auditoriums A-D
6400 Perkins Road, Baton Rouge, LA 70808
Friday, October 23, 2020 | 9:30 a.m. CST

I. Call to Order and Roll Call

Mr. Robert Dampf, Chair, called to order the Regular Meeting of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College in the Auditorium of the C.B. Pennington Jr. Conference Center in Baton Rouge on October 23, 2020.

Present

Mr. Robert S. Dampf, Chair-elect
Mr. Rémy Voisin Starns, Chair-elect
Ms. Mary Werner, Past Chair
Mr. Ronnie Anderson
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. Collis B. Temple Jr.
Mr. Jimmie M. Woods, Sr.

Absent

Mr. Richard E. Zuschlag

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 Ms. Bonnie Hymel of the Pennington Biomedical Research Center. The Pledge of Allegiance was led by Mr. Winston DeCuir.

III. Public Comment

There were no individuals registered for public comment.

Dr. John Kirwan, Executive Director of the Pennington Biomedical Research Center, delivered remarks to the Board.

Mr. Williams reported on the first meeting of the Presidential Search Committee.

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

IV. Committee Meetings

4.A. Academic & Research Committee

4.A.1. Request from LSU A&M to Establish a Bachelor of Fine Arts in Film and TV

Upon motion by Mr. Armentor, and seconded by Mr. Starns, 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 A&M to establish the Bachelor of Fine Arts in Film and TV.

4.A.2. Request from LSU A&M to Establish the Post-baccalaureate Certificate in Modern Topics in Petroleum Engineering

Upon motion by Mr. Williams, and seconded by Mr. Blossman, 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 A&M to establish the Post-baccalaureate Certificate in Modern Topics in Petroleum Engineering.

4.A.3. Request from LSU Eunice to Establish the Clifton "Slim" Gallow Family Scholarship

Upon motion by Ms. Werner, and seconded by Mr. Armentor, 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 request from LSU Eunice to establish the Clifton "Slim" Gallow Family Scholarship; and

BE IT FURTHER RESOLVED that the President, as may be appropriate, is hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the Clifton "Slim" Gallow Family Scholarship.

Cathy Louviere of the Gallow Family, offered remarks on behalf of the family.

4.A.4. Request from LSU Eunice to Rename the Acadian Center to the Dr. Anthony Mumphrey Center

This item was removed from the agenda.

4.A.5. Request from LSU A&M to Establish the Graduate Certificate in Healthcare Systems Engineering

Upon motion by Mr. Williams, and seconded by Mr. Starns, 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 A&M to establish the Graduate Certificate in Healthcare Systems Engineering.

4.A.6. Request from LSU A&M to Establish the Graduate Certificate in Healthcare Analytics

Upon motion by Mr. Anderson, and seconded by Mr. Blossman, 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 A&M to establish the Graduate Certificate in Healthcare Analytics.

4.B. Finance Committee

4.B.1. Request from LSU Health Sciences Center - Shreveport for a 75% Tuition Waiver for Three Students in the Oral and Maxillofacial Surgery Residency Program

Upon motion by Mr. Anderson, and seconded by Mr. Blossman, 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 a 75% Tuition Waiver for three MS 4 students in the Oral and Maxillofacial Surgery (OMS) Residency Program.

4.B.2. Request from LSU Health Sciences Center - New Orleans for Authority to Exempt 25% of Tuition for the First Year of the Advanced Educational Program in Oral and Maxillofacial Surgery and to Charge In-State Rates for the Program Participants

Upon motion by Mr. Anderson, and seconded by Mr. Blossman, 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 the Louisiana State University, or his designee, to approve the exemption of twenty-five percent of the School of Medicine tuition for the first year of the Advanced Educational Program in Oral and Maxillofacial Surgery and to approve that the participants would be charged in-state rates for billing purposes.

4.B.3. Recommendation to Approve the Fiscal Year 2021-22 Operating Budget Request

Upon motion by Mr. Woods, and seconded by Mr. Anderson, the Committee recommended the following resolution for Board approval:

NOW, THEREFORE, BE IT RESOLVED that Board of Supervisors of Louisiana State University and Agricultural & Mechanical College ("Board") does hereby provide authority to President Thomas C. Galligan, Jr. ("President") to approve the preliminary proposed budget request for the fiscal year ending June 30, 2022. The budget request consists of state appropriations and other operating budget funds for the LSU campuses and entities based on the requests of the respective campuses and entities and the preliminary Board of Regents funding formula.

BE IT FURTHER RESOLVED that the Board does hereby authorize the President to continue to work with the Board of Regents on the appropriate formula methodology and budget request for the LSU units to be used for the FY 2021-22 budget request and, with notice to the Board, to act on behalf of the Board in approving the final FY 2021-22 budget request for all LSU campuses and

entities. The Board hereby delegates all such authority necessary to accomplish such purposes to the President.

BE IT FURTHER RESOLVED that the Board does hereby approve the proposed requests for operational or expanded need activities, based on the information provided by the respective LSU campuses and entities, which will be provided upon request to the higher education budget manager of the state Division of Administration.

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

4.C. Property & Facilities Committee

4.C.1. Request to Authorize Lease Agreements with the LSU Real Estate and Facilities Foundation for the University Lakes Project

Upon motion by Mr. Armentor, and seconded by Mr. Morris, 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 (the "Board"), pursuant to the authority granted by Art. 8, Section 7 of the Louisiana Constitution and La. R.S. 17:3361 and other applicable law, authorizes the President of LSU or designee, to execute and deliver to and with the LSU Real Estate and Facilities Foundation or a special purpose entity created and controlled by it (collectively, "REFF") the following: (1) a Ground Lease between LSU and the City-Parish, (2) a Ground Lease and Sublease between LSU and REFF, and (3) a Cooperative Endeavor Agreement for Community Development Block Grant funding; and

BE IT FURTHER RESOLVED that the Board, pursuant to the Uniform Affiliation Agreement between it and REFF, finds an acceptable University purpose for REFF to enter into the various agreements required for the University Lakes Project and to perform the obligations provided for therein; and

BE IT FURTHER RESOLVED that any reference herein to REFF shall include any special purpose entity formed and controlled by REFF for the purpose of furthering this transaction.

4.C.2. Request from LSU Shreveport to Approve a Cooperative Endeavor Agreement with Caddo Parish School Board for Usage of a Baseball Facility

Upon motion by Mr. Brown, and 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 LSU, or his or her designee, to execute the proposed Lease Agreement between LSUS and the Caddo Parish School Board, under which C.E. Byrd High School will be allowed to use the designated LSU Baseball Field for games and practices in exchange for which Caddo Parish School Board will construct a parking lot adjacent to the LSUS Baseball Field and provide maintenance to the leased

premises, , which includes the LSUS Baseball Field, related facilities and parking for games and practice, as provided within the agreement.

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

- 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 a Portion of the Lion's Eye Center Building

Upon motion by Mr. Brown, and seconded by Mr. Armentor, 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 Thomas C. Galligan, Jr., Interim President, or his designee or successor, to approve the proposed Intent to Lease Agreement ("Agreement") with the LSU Health Foundation, New Orleans ("Foundation") for space in the Lions Eye Building as a Medical Innovation Incubator pursuant to the Board Resolution of September 8, 2017.

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

- 4.C.4. Request from Pennington Biomedical Research Center to Amend the 2021-2022 Five-Year Capital Outlay Budget Request and First Year Prioritized Categories for Louisiana State University

Upon motion by Mr. Brown, and seconded by Mr. Morris, 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 FY 2021-2022 Five-Year Capital Outlay Budget Request and First Year Prioritized Categories for Louisiana State University be amended to include the project listed below and make technical adjustments to the capital outlay documents to reflect the inclusion of this project:

Pennington Biomedical Research Center

Project Title: Replacement of Underground Chilled Water & Hot Water Piping, Both Supply & Return

Total Project Cost: \$3,504,600 State Funds

- 4.D. Affiliated Organization Oversight Committee

Single vote of all affiliated agreements in one motion.

- 4.D.1. Recommendation to Approve an Affiliation Agreement with the LSU at Alexandria Foundation
- 4.D.2. Recommendation to Approve an Affiliation Agreement with the LSU at Eunice Foundation
- 4.D.3. Recommendation to Approve an Affiliation Agreement with the Louisiana State University in Shreveport Foundation, Inc.
- 4.D.4. Recommendation to Approve an Affiliation Agreement with the LSU in Shreveport (LSU-S) Alumni Association

Upon motion by Mr. Anderson, and seconded by Ms. Werner, the Committee recommended the following resolution for Board approval:

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

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors authorizes the President to execute the affiliation agreement with the Louisiana State University in Shreveport Foundation, as presented.

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

4.E. Diversity and Inclusion Committee

- 4.E.1. Report from Chairman of Diversity and Inclusion Board Development Activity and Any Related Business

Mr. Temple provided a recap of the diversity development discussion from the previous evening. Over 35 individuals that included Board, chancellors and other campus administrators and officials.

4.F. Audit Committee

The meeting was originally posted for 8:30 a.m. but was postponed and moved to a time after the adjournment of the Regular Meeting of the Board of Supervisors.

Present: Mr. Jay Blossman, Vice Chair and Acting Chair, Mr. B. Wayne Brown, Mr. Lee Mallett, Mr. Pat Morrow, Mr. Jimmie Woods. Also attending were Mr. Robert Dampf, Mr. Remy Starns, Mr. Stone Cox, President Tom Galligan, Mr. Chad Brackin, chief internal auditor, and Mr. Craig Woolley, chief technology officer at LSU.

1st Quarter Audit Report

Mr. Brackin provided a verbal summary of the audit report. He referenced the need for clearer delineation of thresholds to seek Board approval, especially for contracts. He also highlighted the need for revenue-generating contracts to be included in any solution that comes forward.

Motion by Mr. Morrow and second by Mr. Mallett, and without objection, the motion was adopted.

IT Governance

Mr. Craig Woolley provided an audiovisual report about the IT Governance structure and the progress to date.

Mr. Morrow moved to adjourn, and the meeting was adjourned.

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. Williams, seconded by Mr. Morrow, the Board voted unanimously to approve the minutes of the Board meetings held on September 10, September 11, and September 29, 2020.

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

Due to our format for this meeting the Council of Staff Advisors provided their report in writing, which included: establishment of staff appreciation program; scholarship fundraising; new position hires; and staff retreats.

Dr. Mandi Lopez provided the report for the Faculty Advisors. Dr. Lopez reported on the following: salary discrepancies between genders; discrepancies in health care coverage; IT purchases and assistance; lack of representation on presidential search committee; national censure list; consideration of Board of Supervisors appointment.

Mr. Blossman questioned the reporting process related to the salary report.

Ms. Werner requested the complete salary report be provided to the Board.

VIII. Personnel Actions Requiring Board Approval

The Personnel Actions for approval were removed from the agenda.

IX. Reports to the Board

There were two reports provided to the Board for approval: Fall 2020 14th Day Enrollment & Trend Report, and Facility Summary Reports.

Upon motion by Mr. Mallett, seconded by Mr. Morrow, the reports were unanimously approved.

X. Approval of Committee Reports

Mr. Dampf stated he would entertain one motion from the full Board to approve all committee recommendations. Upon motion by Mr. Mallett, seconded by Mr. Morris, the committee recommendations were unanimously approved.

XI. President's Report

President Galligan reported on the following: fall statistics for all campuses; diversity, inclusion and equity initiatives; COVID-19 updates; special legislative session; and research initiatives.

After providing statistics on state and LSU events, Mr. Cox questioned why the main campus have not found a way to host an in-person fall graduation. There was discussion of logistical and financial factors.

The Board requested the President and other essential parties to reevaluate the possibility of hosting an in-person graduation.

Motion by Mr. Williams amend the agenda to include an item to have the Board consider an in-person graduation. Seconded by Mr. Blossman. Committee voted unanimously to add the item to the agenda.

Motion by Mr. Williams for the President and appropriate parties to reexamine options for hosting a fall graduation. Seconded by Mr. Morrow. Clarification that the motion is not a mandate, but a request to reevaluate. Motion unanimously approved by the Board.

XII. Chairman's Report

Chairman Dampf reported on the following: recounted the recent events of the Board; thanked the chancellors for their work with the students; announcement of audit committee time change.

XIII. Adjournment

Mr. Dampf announced the next meeting would be December 4, 2020.

Upon motion by Mr. Morrow, seconded by Ms. Jones, the meeting was adjourned.



Board of Supervisors

PERSONNEL ACTIONS REQUIRING BOARD APPROVAL



Board of Supervisors

Recommendation to Authorize President to Negotiate Personnel Contract

Date: December 4, 2020

1. Bylaw Citation

Pursuant to Article VII, Section 1

K. Matters related to personnel

Appointments, salary increases greater than 15%, salary decreases, and terminations for Chancellors and for University Officers.

2. Summary of Matter

John Kirwan, Executive Director of Pennington Biomedical Research Center, began his term on January 1, 2018 with a guaranteed arrangement for compensation and honorifics. The offer letter specified that the initial appointment would expire in three years and the term is nearing its end.

The President is seeking authorization from the Board of Supervisors to complete the negotiations and finalize the agreement.

3. Review of Business Plan

A majority of the compensation is from public funds and an administrative supplement will be paid from Pennington Medical Foundation sources. Dr. Kirwan will retain the George Bray, Jr., Endowed Super Chair in Nutrition which provides non-salary support.

4. Fiscal Impact

There are fiscal implications to the Pennington Biomedical Research Center and Pennington Medical Foundation, but the impact has not been determined yet.

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

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby authorize the President, in consultation with the Board Chair, Chair-Elect, and Past Chair, to complete negotiations with John Kirwan, PhD, for the terms of his continued service.

BE IT FURTHER RESOLVED, the terms of the existing employment agreement will remain in force after December 31, 2020, and any new arrangement may be deemed in effect on January 1, 2021.

Personnel Actions Requiring Board Approval
per PM-69

December 4, 2020

Personnel Actions Requiring Board Approval per PM-69
December 4, 2020

LSU A&M
Equity Adjustment

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>Compensation</u>		<u>% Change</u>
			<u>Current</u>	<u>Proposed</u>	
Chad Brackin	Chief Auditor	9/1/2020	\$145,758	\$185,000	27%
Ashley Arceneueax	Chief of Staff	9/1/2020	\$150,000	\$190,000	27%
Donna Torres	Interim Chief Financial Officer & Executive VP for Finance and Administration	10/16/2020	\$212,866	\$300,000	41%



Board of Supervisors

REPORTS TO THE BOARD

BOARD OF SUPERVISORS MEETING | DECEMBER 4, 2020

FY 2020-2021 1st Quarter Consolidated Report on
Personnel Actions Not Requiring Board Approval
in accordance with the
Regulations of the Board of Supervisors

December 4, 2020

Personnel Actions Information Report
Reporting Period: July 2020 - September 2020

LSU

Promotion and Tenure

Name	Effective Date	Academic Rank/Title	Tenure Status	Prev Salary	New Salary	% Change	Transaction
Upton Jr., Gregory	8/15/2020	Associate Professor - Research	Non-tenured	\$115,000	\$122,100	6.27%	Promotion
Zhou, Yaneng	8/15/2020	Assistant Professor - Research	Non-tenured	\$43,400	\$47,136	8.61%	Promotion
Heumann, Stephanie	8/15/2020	Professional-in-Residence	Non-tenured	N/A	N/A	N/A	Promotion
Boudreaux, Bonnie	7/1/2020	Professor - Clinical Specialist	Non-tenured	\$142,140	\$152,226	7.10%	Promotion
Arai, Paula	8/15/2020	Professor	Tenured	\$68,589	\$74,833	9.10%	Promotion
Bart Warny, Sophie	8/15/2020	Professor	Tenured	\$109,889	\$117,785	7.19%	Promotion
Benton, Mike	8/15/2020	Professor	Tenured	\$121,130	\$129,475	6.89%	Promotion
Chakrabarty, Prosanta	8/15/2020	Professor	Tenured	\$100,800	\$108,332	7.47%	Promotion
Cogburn, Jon	8/15/2020	Professor	Tenured	\$71,432	\$77,789	8.90%	Promotion
Donovan, Neila	8/15/2020	Professor	Tenured	\$76,986	\$83,565	8.55%	Promotion
Elder, Bret	8/15/2020	Professor	Tenured	\$91,313	\$98,466	7.83%	Promotion
Hondzinski, Jan	8/15/2020	Professor	Tenured	\$75,544	\$82,066	8.63%	Promotion
Ju, Boryung	8/15/2020	Professor	Tenured	\$67,751	\$73,961	9.17%	Promotion
Kaller, Michael	8/15/2020	Professor	Tenured	\$103,479	\$112,018	8.25%	Promotion
Li, Xin	8/15/2020	Professor	Tenured	\$101,576	\$109,139	7.45%	Promotion
Long, Alecia	8/15/2020	Professor	Tenured	\$76,219	\$82,768	8.59%	Promotion
Nahmens, Isabelina	8/15/2020	Professor	Tenured	\$96,402	\$103,758	7.63%	Promotion
Nguyen, Phuc	8/15/2020	Professor	Tenured	\$87,000	\$93,980	8.02%	Promotion
Orozco, Rafael	8/15/2020	Professor	Tenured	\$66,528	\$72,689	9.26%	Promotion
Rademacher, Nathalie	7/1/2020	Professor	Tenured	\$141,440	\$151,498	7.11%	Promotion
Rastogi, Pallavi	8/15/2020	Professor	Tenured	\$74,268	\$80,739	8.71%	Promotion
Song, Wei-Ling	8/15/2020	Professor	Tenured	\$184,176	\$195,042	5.90%	Promotion
Stauffer, Suzanne	8/15/2020	Professor	Tenured	\$67,448	\$73,646	9.19%	Promotion
Suchy, Patricia	8/15/2020	Professor	Tenured	\$73,566	\$80,009	8.76%	Promotion
Van Gemmert, Arend	7/1/2020	Professor	Tenured	\$91,658	\$99,724	8.80%	Promotion
Wang, Lei	8/15/2020	Professor	Tenured	\$76,554	\$83,116	8.57%	Promotion
Zanazi, Margherita	8/15/2020	Professor	Tenured	\$71,506	\$77,866	8.89%	Promotion
Zhang, Hongchao	8/15/2020	Professor	Tenured	\$87,001	\$93,981	8.02%	Promotion
Alam, Asiya	8/15/2020	Associate Professor	Tenured	\$62,624	\$67,629	7.99%	Promotion with tenure
Benoit III, Edward	8/15/2020	Associate Professor	Tenured	\$65,116	\$70,221	7.84%	Promotion with tenure
Berdahl, Edgar	8/15/2020	Associate Professor	Tenured	\$67,471	\$72,670	7.71%	Promotion with tenure
Buch, Jason	8/15/2020	Associate Professor	Tenured	\$63,535	\$68,576	7.93%	Promotion with tenure
Calamia, Matthew	8/15/2020	Associate Professor	Tenured	\$80,000	\$85,700	7.13%	Promotion with tenure
Caleo, Suzette	8/15/2020	Associate Professor	Tenured	\$107,269	\$114,060	6.33%	Promotion with tenure
Chen, Shengli	8/15/2020	Associate Professor	Tenured	\$86,644	\$92,610	6.89%	Promotion with tenure
Davis, Trey	8/15/2020	Associate Professor	Tenured	\$58,390	\$63,226	8.28%	Promotion with tenure
Dey, Joyoni	8/15/2020	Associate Professor	Tenured	\$92,636	\$98,841	6.70%	Promotion with tenure
Faircloth, Brant	8/15/2020	Associate Professor	Tenured	\$83,396	\$89,232	7.00%	Promotion with tenure
Farasat, Mehdi	8/15/2020	Associate Professor	Tenured	\$85,900	\$91,836	6.91%	Promotion with tenure
Gibson, Todd	8/15/2020	Associate Professor	Tenured	\$72,822	\$78,235	7.43%	Promotion with tenure
Hale, Darrel	8/15/2020	Associate Professor	Tenured	\$56,056	\$60,798	8.46%	Promotion with tenure
Heo, Jun	8/15/2020	Associate Professor	Tenured	\$65,468	\$70,587	7.82%	Promotion with tenure
Jacquet, Catherine	8/15/2020	Associate Professor	Tenured	\$66,435	\$71,592	7.76%	Promotion with tenure
Kalmoe, Nathan	8/15/2020	Associate Professor	Tenured	\$74,552	\$80,034	7.25%	Promotion with tenure
Karch, Brendon	8/15/2020	Associate Professor	Tenured	\$64,890	\$69,986	7.85%	Promotion with tenure
Kazuschyk, Kyla	8/15/2020	Associate Professor	Tenured	\$54,500	\$59,180	8.59%	Promotion with tenure
Kerevel, Yann	8/15/2020	Associate Professor	Tenured	\$68,745	\$73,995	7.64%	Promotion with tenure
King, Emily	8/15/2020	Associate Professor	Tenured	\$65,859	\$70,993	7.80%	Promotion with tenure
Konsoer, Kory	8/15/2020	Associate Professor	Tenured	\$66,837	\$72,010	7.74%	Promotion with tenure
Kumar, Revati	8/15/2020	Associate Professor	Tenured	\$82,214	\$88,003	7.04%	Promotion with tenure
Liang, Junhong	8/15/2020	Associate Professor	Tenured	\$79,000	\$84,660	7.16%	Promotion with tenure
Lomnicki, Slawomir	8/15/2020	Associate Professor	Tenured	\$80,444	\$86,162	7.11%	Promotion with tenure
Long, Anna	8/15/2020	Associate Professor	Tenured	\$75,581	\$81,104	7.31%	Promotion with tenure
Mahmoud, Anas	8/15/2020	Associate Professor	Tenured	\$100,104	\$106,608	6.50%	Promotion with tenure
Martinez, Jean	8/15/2020	Associate Professor	Tenured	\$71,499	\$76,859	7.50%	Promotion with tenure
Melvin, Adam	8/15/2020	Associate Professor	Tenured	\$103,766	\$110,417	6.41%	Promotion with tenure
Mo, Haitao	8/15/2020	Associate Professor	Tenured	\$194,781	\$205,072	5.28%	Promotion with tenure
Polito, Michael	8/15/2020	Associate Professor	Tenured	\$82,400	\$88,196	7.03%	Promotion with tenure
Quirk, Tracy	8/15/2020	Associate Professor	Tenured	\$79,000	\$84,660	7.16%	Promotion with tenure
Searles, Kathleen	8/15/2020	Associate Professor	Tenured	\$77,747	\$83,357	7.22%	Promotion with tenure
Stannard, Casey	8/15/2020	Associate Professor	Tenured	\$72,141	\$77,527	7.47%	Promotion with tenure
Stewart, Brenton	8/15/2020	Associate Professor	Tenured	\$65,148	\$70,254	7.84%	Promotion with tenure
Storin, Bradley	8/15/2020	Associate Professor	Tenured	\$62,303	\$67,295	8.01%	Promotion with tenure
Valasik, Matthew	8/15/2020	Associate Professor	Tenured	\$68,557	\$73,799	7.65%	Promotion with tenure
Vangel, Matthew	8/15/2020	Associate Professor	Tenured	\$58,125	\$62,950	8.30%	Promotion with tenure
Wang, Qingyang	8/15/2020	Associate Professor	Tenured	\$100,105	\$106,609	6.50%	Promotion with tenure
Xue, Z. George	8/15/2020	Associate Professor	Tenured	\$79,000	\$84,660	7.16%	Promotion with tenure

LSU

Promotion and Tenure

Name	Effective Date	Academic Rank/Title	Tenure Status	Prev Salary	New Salary	% Change	Transaction
Zeidouni, Mehdi	8/15/2020	Associate Professor	Tenured	\$97,064	\$103,447	6.58%	Promotion with tenure
Zhou, Qiankun	8/15/2020	Associate Professor	Tenured	\$140,000	\$148,100	5.79%	Promotion with tenure
Zhou, Xiangwei	8/15/2020	Associate Professor	Tenured	\$91,870	\$98,045	6.72%	Promotion with tenure

Leave of Absence

Name	Effective Date	Academic Rank/Title		Last day of Leave - Estimated	Transaction
Barton, Michael	8/15/2020	Associate Professor	Tenured	12/31/2020	Sabbatical Leave Academic Half AY
Berman, Jacob	8/15/2020	Associate Professor	Tenured	12/31/2020	Sabbatical Leave Academic Half AY
Buch, Jason	8/15/2020	Associate Professor	Tenured	12/31/2020	Sabbatical Leave Academic Half AY
Gibson, Todd	8/15/2020	Associate Professor	Tenured	12/31/2020	Sabbatical Leave Academic Half AY
Pingree, Raymond	8/15/2020	Associate Professor	Tenured	12/31/2020	Sabbatical Leave Academic Half AY
Searles, Karthleen	8/15/2020	Associate Professor	Tenured	12/31/2020	Sabbatical Leave Academic Half AY
Vela-Vick, David	8/15/2020	Associate Professor	Tenured	12/31/2020	Sabbatical Leave Academic Half AY
Namikas, Steven	8/15/2020	Associate Professor	Tenured	12/31/2020	Sabbatical Leave Academic Half AY
Adams, Philip	8/15/2020	Professor	Tenured	12/31/2020	Sabbatical Leave Academic Half AY
D'Sa, Eurico	8/15/2020	Professor	Tenured	12/31/2020	Sabbatical Leave Academic Half AY
Gurt, Michael	8/15/2020	Professor	Tenured	12/31/2020	Sabbatical Leave Academic Half AY
Long, Alecia	8/15/2020	Professor	Tenured	12/31/2020	Sabbatical Leave Academic Half AY
Long, Ling	8/15/2020	Professor	Tenured	12/31/2020	Sabbatical Leave Academic Half AY
Piccoli, Gabriele	8/15/2020	Professor	Tenured	12/31/2020	Sabbatical Leave Academic Half AY
Rastogi, Pallavi	8/15/2020	Professor	Tenured	12/31/2020	Sabbatical Leave Academic Half AY
Stauffer, Suzanne	8/15/2020	Professor	Tenured	12/31/2020	Sabbatical Leave Academic Half AY
Stoner Jr., James	8/15/2020	Professor	Tenured	12/31/2020	Sabbatical Leave Academic Half AY
Unel, Bulent	8/15/2020	Professor	Tenured	12/31/2020	Sabbatical Leave Academic Half AY
Wang, Fahui	8/15/2020	Professor	Tenured	12/31/2020	Sabbatical Leave Academic Half AY
Friedland, Carol	8/15/2020	Associate Professor	Tenured	5/14/2021	Sabbatical Leave Academic Whole AY
King, Emily	8/15/2020	Associate Professor	Tenured	5/14/2021	Sabbatical Leave Academic Whole AY
Raffoul, Francois	8/15/2020	Professor	Tenured	5/14/2021	Sabbatical Leave Academic Whole AY
Weltman, Sharon	8/15/2020	Professor	Tenured	5/14/2021	Sabbatical Leave Academic Whole AY
Benham, Kevin	8/15/2020	Assistant Professor	Tenure-Track	5/14/2021	Special leave with partial pay (Subvention)
Persaud, Patricia	8/15/2020	Assistant Professor	Tenure-Track	5/14/2021	Special leave with partial pay (Subvention)
Kahan, Benjamin	8/15/2020	Associate Professor	Tenured	5/14/2021	Special leave with partial pay (Subvention)

Honorifics

Name	Effective Date	Academic Rank/Title	Allowance	Named Professorship	Transaction
Kazemian, Ali	8/20/2020	Assistant Professor	N/A	J.W. "Billy" and Janice Maxey Guitreau Professorship	Honorific appointment
Stanley, Ann	7/1/2020	Associate Professor	N/A	Aloysia Landry Barineau Memorial Endowed Professorship	Honorific appointment
Dietz, Brett	7/1/2020	Associate Professor	N/A	Carolyn Botkin Mattax Endowed Professorship	Honorific appointment
Chaney, Cassandra	8/15/2020	Professor	\$9,105	J. Franklin Bayhi Endowed Professorship	Honorific appointment
Lemieux, Catherine	8/15/2020	Professor	\$10,000	Margaret Champagne Womack Professorship #2, #4, #5	Honorific appointment
Kees, Chris	8/15/2020	Associate Professor	N/A	CSRS Distinguished Professorship in Coastal Engineering	Honorific appointment
Jesse, Dennis	7/1/2020	Associate Professor	N/A	Galante Professorship	Honorific appointment
Lamonica Arms, Drew	7/1/2020	Professional in Residence	\$10,000	Roger Ogden Distinguished Professorship #10	Honorific appointment
Smith, Edward	8/15/2020	Professor	\$4,600	Emogene Pliner Professorship in Art	Honorific appointment
Gleason, Evanna	8/15/2020	Professor	N/A	George C. Kent Endowed Professorship in Life Sciences #2	Honorific appointment
Wang, Fahui	8/15/2020	Professor	\$6,200	Cyril & Tutta Vetta Alumni Professorship	Honorific appointment
Llorens, Jared	7/1/2020	Professor	N/A	E.J. Ourso Professor and Dean Endowed Chair	Honorific appointment
Sullivan, Jas	8/15/2020	Professor	N/A	Russell B. Long Professorship in Political Science	Honorific appointment
Moreno, Juana	8/15/2020	Associate Professor	\$5,000	Patricia Hewlett Bodin Distinguished Professorship #2	Honorific appointment
Harms, Kyle	8/15/2020	Professor	N/A	Mary Lou Applewhite Professorship in Zoology	Honorific appointment
Martin, Lori	8/15/2020	Professor	\$25,000	Erich and Lea Sternberg Honors Professorship #2, #3	Honorific appointment
Reams, Margaret	8/14/2020	Professor	\$10,000	Dr. Joseph D. Martinez Professorship in Environmental Sciences	Honorific appointment
Johnson, Michael	7/1/2020	Assistant Professor	N/A	Olinda Professor and Management	Honorific appointment
Leitner, Michael	8/15/2020	Professor	\$10,000	Fred B. Kniffen Professorship in Geography and Anthropology	Honorific appointment
Pike, Pamela	7/1/2020	Professor	N/A	Herndon Spillman Professorship in the School of Music	Honorific appointment
Holton, Robert	8/15/2020	Associate Professor	N/A	A. Hays Town Professorship	Honorific appointment
Park, Sunyoung	8/15/2020	Associate Professor	\$10,000	Jones S. Davis Distinguished Professorship in the School of Vocational Education	Honorific appointment
Greckhamer, Thomas	7/1/2020	Professor	\$16,183	Ourso Professorship in Management #1	Honorific appointment
Chandler, Timothy	7/1/2020	Associate Dean and Professor	N/A	Dan J. Moller Professorship in the College of Business	Honorific appointment
Chandler, Timothy	7/1/2020	Associate Dean and Professor	N/A	Robert H. and Patricia Hines Endowed Professorship	Honorific appointment
Chandler, Timothy	7/1/2020	Associate Dean and Professor	N/A	Catherine M. Rucks University Professorship in Management	Honorific appointment
Chandler, Timothy	7/1/2020	Associate Dean and Professor	N/A	Marjory B. Ourso Professorship and Associate Dean	Honorific appointment

Personnel Actions

Name	Effective Date	Academic Rank/Title	Tenure Status	Prev Salary	New Salary	% Change	Allowance Plan	Transaction
Hassan, Marwa	8/15/2020	Professor	Tenured	\$125,460	\$125,460	0.00%	\$20,000	Add Allowance Plan
Llorens, Jared	7/1/2020	Interim Dean	Tenured	\$144,207	\$180,000	24.82%	\$32,046	Change Job Details
Aviles, Jose	8/15/2020	Vice President		\$265,000	\$304,750	15.00%		Change Job Details

LSU

Personnel Actions

Name	Effective Date	Academic Rank/Title	Tenure Status	Prev Salary	New Salary	% Change	Allowance Plan	Transaction
Barrow, Daniel	9/1/2020	Assistant Vice President		\$124,005	\$142,677	15.06%		Change Job Details
Nelson, Arnold	8/7/2020	Professor						Emeritus status
Noell Jr., George	8/4/2020	Professor						Emeritus status
Mullenix, Shelly	9/1/2020	Senior Associate Athletic Director		\$150,000	\$195,000	30.00%		Equity Adjustment
Bart Warny, Sophie	8/15/2020	Professor	Tenured	\$117,785	\$125,000	6.13%	\$9,000	Equity Adjustment; Add Allowance Plan
Baker, Sheantel	9/1/2020	Director of Human Resource Management		\$115,360	\$133,144	15.42%	\$17,304	Lateral Position Change
Kees, Chris	8/15/2020	Associate Professor	Tenured		\$130,000			New Hire
Spencer, James	8/3/2020	Dean	Tenured		\$150,000		\$80,000	New Hire
Chaker, Nawar	8/15/2020	Assistant Professor	Tenure-Track		\$173,000			New Hire
Xu, Mingtao	8/15/2020	Assistant Professor	Tenure-Track		\$158,000			New Hire
Wooley, Craig	8/5/2020	Chief Technology Officer			\$290,000			New Hire

LSU at Shreveport

Name	Effective Date	Academic Rank/Title	Tenure Status	Prev Salary	New Salary	% Change	Allowance Plan	Transaction
Albers, Nancy	9/1/2020	Dean	Tenured	\$156,550	\$156,550	0.00%	\$2,583/monthly	Add allowance plan
Taylor, Helen	9/1/2020	Vice Chancellor for Academic Affairs	Tenured	\$160,000	\$160,000	0.00%	\$625/monthly	Add allowance plan
Watson, Richard	8/1/2020	Department Head/Professor	Tenured		\$113,000			New Hire
Brown, Steven	7/13/2020	Assistant Coach			\$33,000			New Hire
Sobey, Tyler	8/17/2020	Assistant Coach			\$25,000			New Hire
Bost, Brent	8/15/2020	Professional in Residence	Non-tenured	\$18,000	\$95,000	428.00%		Promotion
Williams, Felice	8/15/2020	Professor	Tenured	\$98,730	\$98,730	0.00%		Promotion
Burrell, Tracey	8/15/2020	Assistant Professor	Tenure-track	\$56,650	\$60,000	5.91%		Promotion
Tang, Hsin-Ya	8/15/2020	Associate Professor	Tenured	\$48,960	\$51,960	6.13%		Promotion with tenure
Hrody, Victoria	8/15/2020	Associate Professor	Tenured	\$53,530	\$53,530	0.00%		Tenure

LSU AgCenter

Name	Effective Date	Academic Rank/Title	Tenure Status	Prev Salary	New Salary	% Change	Allowance Plan	Transaction
Grunewald, James	9/1/2020	Associate Vice President		\$162,040	\$170,142	5.00%	\$12,000.00	Change Job Details
Gautreaux, Ashley	9/1/2020	Assistant Vice President		\$140,000	\$145,600	4.00%		Permanenet Salary Increase
Fussell, Nicole	7/1/2020	Director		\$107,000	\$135,000	26.17%	\$8,000.00	Permanenet Salary Increase
Carriere, Mark	7/1/2020	Agent	Non-tenured	\$55,423	\$60,840	9.77%		Promotion
Hebert, Jeremy	7/1/2020	Agent	Non-tenured	\$66,495	\$72,355	8.81%		Promotion
Simoneaux, Mariah	7/1/2020	Agent	Non-tenured	\$62,041	\$67,723	9.16%		Promotion
Williams, Shakera	7/1/2020	Assistant Agent	Non-tenured	\$13	\$46,000	69.47%		Promotion
Afton, William	7/1/2020	Associate Agent	Non-tenured	\$46,316	\$50,569	9.18%		Promotion
Deville, Kimberly	7/1/2020	Associate Agent	Non-tenured	\$51,000	\$55,440	8.71%		Promotion
Heafner, Kerry	7/1/2020	Associate Agent	Non-tenured	\$48,801	\$53,153	8.92%		Promotion
Stamper, Lucas	7/1/2020	Associate Agent	Non-tenured	\$48,556	\$52,898	8.94%		Promotion
Wallace, Whitney	7/1/2020	Associate Agent	Non-tenured	\$51,813	\$56,286	8.63%		Promotion
Iverson, Ana	7/1/2020	Associate Communication Specialist	Non-tenured	\$64,184	\$69,951	9.00%		Promotion
Himel, Reed	7/1/2020	Associate Agent	Non-tenured	\$45,391	\$49,607	9.29%		Promotion
Adhikari, Achyut	7/1/2020	Associate Professor	Tenured	\$89,285	\$96,056	7.58%		Promotion with tenure
Adusumilli, Naveen	7/1/2020	Associate Professor	Tenured	\$89,115	\$95,880	7.59%		Promotion with tenure
Diaz, Rodrigo	7/1/2020	Associate Professor	Tenured	\$89,116	\$95,881	7.59%		Promotion with tenure
Doyle, Vinson	7/1/2020	Associate Professor	Tenured	\$89,940	\$96,739	7.56%		Promotion with tenure
Fultz, Lisa	7/1/2020	Associate Professor	Tenured	\$89,716	\$96,505	7.57%		Promotion with tenure
Jeong, Changyoon	7/1/2020	Associate Professor	Tenured	\$89,113	\$95,878	7.59%		Promotion with tenure
Kumar, Syam	7/1/2020	Associate Professor	Tenured	\$89,112	\$95,876	7.59%		Promotion with tenure
Nicholas, Adam	7/1/2020	Associate Professor	Tenured	\$117,768	\$125,679	6.72%	\$6,000.00	Promotion with tenure
Orgeron, Albert	7/1/2020	Associate Professor	Tenured	\$106,844	\$114,318	7.00%		Promotion with tenure
Ringelman, Kevin	7/1/2020	Associate Professor	Tenured	\$89,115	\$95,880	7.59%		Promotion with tenure
Swale, Daniel	7/1/2020	Associate Professor	Tenured	\$100,043	\$107,245	7.20%		Promotion with tenure

LSU Alexandria

Name	Effective Date	Academic Rank/Title	Tenure Status	Prev Salary	New Salary	% Change	Allowance Plan	Transaction
Houle, Harrison	7/13/2020	Assistant Coach			\$25,000			New Hire
Myers, Tess	8/15/2020	Assistant Professor	Tenure-track	\$41,000	\$41,000	0.00%		Promotion
Parvez, M. Sultan	8/15/2020	Professor	Tenured	\$48,608	\$52,608	8.23%		Promotion
Riggs, Michelle	7/1/2020	Librarian	Tenured	\$47,400	\$51,400	8.44%		Promotion
Sunderhaus, Mary	8/15/2020	Associate Professor	Tenured	\$53,055	\$56,055	5.65%		Promotion
Whittington, Beth	7/1/2020	Department Head/Associate Professor	Tenured	\$66,950	\$69,950	4.48%	\$4,500.00	Promotion
Bowers, Susan	8/15/2020	Associate Professor	Tenured	\$48,204	\$51,204	6.22%		Promotion with tenure

Honorifics

Name	Effective Date	Academic Rank/Title	Tenured Status	Named Professorship	Transaction
Alwell, Beverly	8/15/2020	Instructor	Non-tenured	Roy O. Martin, Jr. Endowed Professorship in Business	Honorific Appointment
Romero, Rafael	8/15/2020	Instructor	Non-tenured	Jenkins-Mulder Endowed Professorship	Honorific Appointment
Innerarity, Jennifer	8/15/2020	Associate Professor	Tenured	Huie Dellmon Trust Endowed Professorship	Honorific Appointment
Jones III, Robert	8/15/2020	Associate Professor	Tenured	Charles Adrian Vernon & William K. Child Jr. End. Professorship	Honorific Appointment

LSU Alexandria
Honorifics

Name	Effective Date	Academic Rank/Title	Tenured Status	Named Professorship	Transaction
Dupont, Randall	7/1/2020	Dean and Professor	Tenured	Alumni and Friends Endowed Chair	Honorific Appointment
Corbat, Carol	8/15/2020	Professor	Tenured	Robert Rife Saunders Endowed Professorship	Honorific Appointment
Nangia, Shonu	8/15/2020	Professor	Tenured	Mark Eugene Howard Professorship	Honorific Appointment
Treuting, Mary	8/15/2020	Professor	Tenured	F. Hugh Coughlin Endowed Professorship	Honorific Appointment
Doyle, Catherine	8/15/2020	Assistant Professor	Tenure-track	Barbara Martin Endowed Professorship	Honorific Appointment
Gurjar, Purujit	8/15/2020	Assistant Professor	Tenure-track	Howard M. and Eloise F. Mulder Endowed Professorship	Honorific Appointment
Hathorn, Tina	8/15/2020	Assistant Professor	Tenure-track	Joanne Lyles White Endowed Professorship	Honorific Appointment
Ke, Guoyi	8/15/2020	Assistant Professor	Tenure-track	Vinita Johnson Martin Endowed Professorship	Honorific Appointment
Kite, Workineh	8/15/2020	Assistant Professor	Tenure-track	Carolyn Cole Saunders Endowed Professorship	Honorific Appointment
Lachney, Kent	8/15/2020	Assistant Professor	Tenure-track	J.H. Johnson Endowed Professorship in Business	Honorific Appointment
McMillan, Martha	8/15/2020	Assistant Professor	Tenure-track	Frances Holt Freedman Endowed Professorship	Honorific Appointment
Ringo, Jessica	8/15/2020	Assistant Professor	Tenure-track	Roy and Vinita Martin Endowed Professorship	Honorific Appointment

LSU Eunice

Name	Effective Date	Academic Rank/Title	Tenure Status	Prev Salary	New Salary	% Change	Allowance Plan	Transaction
Moore, Loysha	8/1/2020	Assistant Coach			\$25,000			Continuation
Vaz, Roberto	8/1/2020	Assistant Coach			\$25,750			Continuation
Cox, Kasey	8/1/2020	Assistant Coach			\$25,000			New Hire
Alleman, Michael	8/15/2020	Professor/Interim Dean	Tenured	\$43,567	\$47,567	9.16%		Promotion
Hamlin, John	7/1/2020	Vice Chancellor of Academic Affairs and Professor	Tenured	\$79,956	\$89,000	11.31%	\$9,044	Promotion
Meche, Jude	8/15/2020	Professor	Tenured	\$42,292	\$46,292	9.46%		Promotion
Holmes, William	8/15/2020	Assistant Professor	Tenure-track	\$43,157	\$44,157	2.32%		Promotion
Moore, Braneshea	8/15/2020	Assistant Professor	Tenure-track	\$58,680	\$59,680	1.70%		Promotion
Seeder, Laurie	8/15/2020	Assistant Professor	Tenure-track	\$42,000	\$43,000	2.38%		Promotion
Simoneaux, Mae	8/15/2020	Assistant Professor	Tenure-track	\$58,000	\$58,000	0.00%		Promotion

Pennington Biomedical Center

Name	Effective Date	Academic Rank/Title	Tenure Status	Prev Salary	New Salary	% Change	Allowance Plan	Transaction
Staiano, Amanda	7/1/2020	Associate Professor	Rolling tenure	\$106,600	\$150,000	40.71%		Promotion with rolling tenure
Collier, James	7/1/2020	Associate Professor - Research	Tenure-track	\$95,018	\$115,018	21.05%		Promotion
Marlatt, Kara	7/1/2020	Assistant Professor - Research	Non-tenured	\$54,218	\$75,000	38.33%		Promotion
Carmichael, Owen	7/1/2020	Professor	Rolling tenure	\$149,240	\$185,000	23.96%		Promotion
Albaugh, Vance		Assistant Professor - Clinical	Tenure-track		\$325,000			

Honorifics

Name	Effective Date	Academic Rank/Title	Tenured Status	Named Professorship	Transaction
Morrison, Christopher	7/1/2020	Professor	Rolling tenure	John S. McIlhenny Professorship in Nutritional Neuroscience	Honorific Appointment
Schauer, Philip	7/1/2020	Professor - Clinical	Tenure-track	Mary Kay and Terrell Brown/Harris J. Chustz Endowed Chair	Honorific Appointment

LSUHSC-New Orleans

Name	Effective Date	Academic Rank/Title	Faculty Rank	Prev Salary	New Salary	% Net Change	Transaction
Aiyar,Ashok	7/1/2020	PROFESSOR	Professor	\$136,446	\$148,726	9.00%	PRO Promotion in Faculty Rank
Athas,Grace B	7/1/2020	ASSOCIATE PROFESSOR - CLINICAL	Associate Professor	\$77,163	\$83,336	8.00%	PRO Promotion in Faculty Rank
Badeaux,Jennifer A	7/1/2020	ASSISTANT DIRECTOR OF MEDICAL	Associate Professor	\$181,894	\$192,808	6.00%	PRO Promotion in Faculty Rank
Ballard,Richard W.	7/1/2020	PROFESSOR	Professor	\$122,126	\$136,781	12.00%	PRO Promotion in Faculty Rank
Barton,Jeffrey S.	7/1/2020	ASSOCIATE PROFESSOR - CLINICAL	Associate Professor	\$77,250	\$86,520	12.00%	PRO Promotion in Faculty Rank
Benoit-Clark,Tina	7/1/2020	ASSOCIATE PROFESSOR - CLINICAL	Associate Professor	\$82,494	\$92,393	12.00%	PRO Promotion in Faculty Rank
Birke,Leslie Lynn	8/1/2020	DIRECTOR OF ANIMAL CARE		\$123,724	\$176,000	42.25%	PRO Promotion-Unclass/Admin Duties
Bonanno,Laura S	7/1/2020	PROFESSOR	Professor	\$220,634	\$220,634	0.00%	DTA Tenure
Bonanno,Laura S	7/1/2020	PROFESSOR	Professor	\$220,634	\$228,960	3.77%	PAY Pay Change Other
Bonanno,Laura S	7/1/2020	PROFESSOR	Professor	\$208,145	\$220,634	6.00%	PRO Promotion in Faculty Rank
Bordelon, Gloria	7/17/2020	DENTAL ASSISTANT 2		N/A	N/A		Special Leave with pay or benefits in excess of 30 days within any twelve-month period
Canavier,Carmen C	8/11/2020	PROFESSOR	Professor	\$218,525	\$248,525	13.73%	PAY Sal Inc - To Acting Appt Uncl
Celestin Jr.,Michael D	7/1/2020	DIRECTOR OF NON ACADEMIC OR SE	Assistant Professor	\$98,365	\$110,169	12.00%	PRO Promotion in Faculty Rank
Conrad,Erich Josef	7/1/2020	PROFESSOR - CLINICAL SPECIALIS	Professor	\$101,766	\$113,978	12.00%	PRO Promotion in Faculty Rank
Dasa,Vinod	7/1/2020	PROFESSOR - CLINICAL SPECIALIS	Professor	\$88,181	\$98,763	12.00%	PRO Promotion in Faculty Rank
Davis,Alison H.	9/1/2020	ASSOCIATE PROFESSOR - CLINICAL	Associate Professor	\$122,086	\$126,086	3.28%	PAY Sal Inc-Expan/Upgrade Duties
De Felice,Kara Mari	7/1/2020	ASSOCIATE PROFESSOR - CLINICAL	Associate Professor	\$77,250	\$86,520	12.00%	PRO Promotion in Faculty Rank
Deputy,Stephen R	7/1/2020	PROFESSOR - CLINICAL SPECIALIS	Professor	\$110,882	\$118,644	7.00%	PRO Promotion in Faculty Rank
Devereux Jr.,Jack P.	7/1/2020	CLINICAL ASSOCIATE PROFESSOR	Associate Professor	\$6,240	\$6,989	12.00%	PRO Promotion in Faculty Rank
Devier,Deidre J	7/1/2020	ASSOCIATE PROFESSOR - CLINICAL	Associate Professor	\$85,696	\$93,409	9.00%	PRO Promotion in Faculty Rank
Dewenter,Tracy A	8/1/2020	Appoint to Ronald A. Welsh Prof in Clinical Pathology	Associate Professor	N/A	N/A		Initial Appointment
Dubois,Kenneth R.	7/1/2020	CLINICAL ASSOCIATE PROFESSOR	Associate Professor	\$21,166	\$23,706	12.00%	PRO Promotion in Faculty Rank
Dumas,Sarah A.	7/1/2020	ASSOCIATE PROFESSOR - CLINICAL	Associate Professor	\$91,052	\$101,978	12.00%	PRO Promotion in Faculty Rank
Eng,Matthew R	7/1/2020	ASSOCIATE PROFESSOR - CLINICAL	Associate Professor	\$82,400	\$92,288	12.00%	PRO Promotion in Faculty Rank
Favaloro,Guy W.	7/1/2020	CLINICAL ASSOCIATE PROFESSOR	Associate Professor	\$5,750	\$6,440	12.00%	PRO Promotion in Faculty Rank
Felipe,Dania L.	7/1/2020	ASSOCIATE PROFESSOR - CLINICAL	Associate Professor	\$76,484	\$85,662	12.00%	PRO Promotion in Faculty Rank
Gardner,Jason D.	7/1/2020	PROFESSOR	Professor	\$120,028	\$134,431	12.00%	PRO Promotion in Faculty Rank
Gasparini,Sonia	7/1/2020	PROFESSOR	Professor	\$116,367	\$126,840	9.00%	PRO Promotion in Faculty Rank

LSUHSC-New Orleans

Name	Effective Date	Academic Rank/Title	Faculty Rank	Prev Salary	New Salary	% Net Change	Transaction
Happel,Kyle I	7/1/2020	PROFESSOR	Professor	\$98,512	\$110,333	12.00%	PRO Promotion in Faculty Rank
James,Ernest	7/1/2020	ASSOCIATE PROFESSOR - CLINICAL	Associate Professor	\$80,340	\$89,981	12.00%	PRO Promotion in Faculty Rank
Jernigan,Amelia M	7/1/2020	ASSOCIATE PROFESSOR - CLINICAL	Associate Professor	\$92,700	\$100,000	7.87%	PRO Promotion in Faculty Rank
Jin,Minghao	7/1/2020	PROFESSOR	Professor	\$122,090	\$136,741	12.00%	PRO Promotion in Faculty Rank
Johnson,Jeffrey	8/1/2020	DEPARTMENT HEAD/CHAIRMAN	Assistant Professor	\$0	\$155,000	100.00%	HIR Appointment Unclassified
Jordan,Kay	7/1/2020	CLINICAL ASSOCIATE PROFESSOR	Associate Professor	\$24,000	\$26,880	12.00%	PRO Promotion in Faculty Rank
Katner,Adrienne Lee	7/1/2020	ASSISTANT PROFESSOR	Assistant Professor	\$92,288	\$125,000	35.45%	PAY Pay Change Other
Keith,Brent P.	7/1/2020	ASSOCIATE PROFESSOR - CLINICAL	Associate Professor	\$77,983	\$87,341	12.00%	PRO Promotion in Faculty Rank
Killam,Susan Grace	7/1/2020	ASSISTANT PROFESSOR - CLINICAL	Assistant Professor	\$76,034	\$82,116	8.00%	PRO Promotion in Faculty Rank
King,Brett J.	7/1/2020	ASSOCIATE PROFESSOR - CLINICAL	Associate Professor	\$208,060	\$233,027	12.00%	PRO Promotion in Faculty Rank
Lin,Hui-Yi	7/1/2020	PROFESSOR	Professor	\$123,600	\$138,432	12.00%	PRO Promotion in Faculty Rank
Loch,Michelle M.	7/1/2020	ASSOCIATE PROFESSOR - CLINICAL	Associate Professor	\$74,984	\$83,982	12.00%	PRO Promotion in Faculty Rank
Majumder,Samarpan	7/1/2020	ASSISTANT PROFESSOR - RESEARCH	Assistant Professor	\$78,280	\$82,194	5.00%	PRO Promotion in Faculty Rank
Mallula,Kiran K.	7/1/2020	ASSOCIATE PROFESSOR - CLINICAL	Associate Professor	\$82,400	\$92,288	12.00%	PRO Promotion in Faculty Rank
Mathews,Eva Marina Dischler	7/1/2020	ASSOCIATE PROFESSOR - CLINICAL	Associate Professor	\$75,000	\$84,000	12.00%	PRO Promotion in Faculty Rank
McDaniel, Lee S.	7/1/2020	ASSOCIATE PROFESSOR	Associate Professor	\$114,206	\$114,206	0.00%	DTA Tenure
McDaniel, Lee S.	7/1/2020	ASSOCIATE PROFESSOR	Associate Professor	\$101,970	\$114,206	12.00%	PRO Promotion in Faculty Rank
Miller, Fern T.	8/15/2020	ASSISTANT DEAN OF MAJOR ACADEM	Professor	\$107,406	\$125,406	16.76%	PRO Promotion-Unclass/Admin Duties
Mire,Louis G	7/1/2020	CLINICAL PROFESSOR	Professor	\$72,306	\$80,983	12.00%	PRO Promotion in Faculty Rank
Misiek,Dale J	7/24/2020	PROFESSOR	Professor	\$0.00	\$245,000.00	100.00%	REH Appointment Unclss
Morrell,Mignonne Beaudoin	7/1/2020	ASSOCIATE PROFESSOR - CLINICAL	Associate Professor	\$84,459.96	\$94,595.04	12.00%	PRO Promotion in Faculty Rank
Mumphrey,Christy G.	7/1/2020	ASSOCIATE PROFESSOR - CLINICAL	Associate Professor	\$82,400.04	\$92,288.04	12.00%	PRO Promotion in Faculty Rank
Olivier,Brian J.	7/1/2020	CLINICAL ASSOCIATE PROFESSOR	Associate Professor	\$6,237.00	\$6,985.44	12.00%	PRO Promotion in Faculty Rank
O'Shee, Natalie L	7/17/2020	DENTAL ASSISTANT 2		N/A	N/A		Special Leave with pay or benefits in excess of 30 days within any twelve-month period
Parker Jr.,Robert S	8/1/2020	DIRECTOR OF PURCHASING		\$160,741	\$176,815	10.00%	PAY Sal Inc-Expan/Upgrade Duties
Pasternak,Ryan H	7/1/2020	PROFESSOR - CLINICAL SPECIALIS	Professor	\$94,559	\$105,906	12.00%	PRO Promotion in Faculty Rank
Phillippi Jr.,Stephen W	7/1/2020	DIRECTOR OF ACADEMIC AREA	Professor	\$145,792	\$163,287	12.00%	PRO Promotion in Faculty Rank
Reisin,Efrain	7/1/2020		Professor	N/A	N/A		Emeritus
Reske,Thomas M.	7/1/2020	ASSOCIATE PROFESSOR - CLINICAL	Associate Professor	\$74,984	\$83,982	12.00%	PRO Promotion in Faculty Rank
Rinker,Elizabeth Bramel	7/1/2020	ASSOCIATE PROFESSOR - CLINICAL	Associate Professor	\$92,700	\$100,116	8.00%	PRO Promotion in Faculty Rank
Risher,William H.	7/1/2020	PROFESSOR - CLINICAL SPECIALIS	Professor	\$128,544	\$143,969	12.00%	PRO Promotion in Faculty Rank
Robinson,William T.	7/1/2020	PROFESSOR	Professor	\$103,474	\$115,891	12.00%	PRO Promotion in Faculty Rank
Schachner,Emma R.	7/1/2020	ASSOCIATE PROFESSOR - RESEARCH	Associate Professor	\$89,250	\$99,960	12.00%	PRO Promotion in Faculty Rank
Schiavo,Julie H	7/1/2020	ASSOCIATE LIBRARIAN	Associate Professor	\$63,372	\$69,709	10.00%	PRO Promotion in Faculty Rank
Schroth,Keith Gerard	8/1/2020	ASSOC VICE CHANCELLOR		\$359,122	\$402,217	12.00%	PAY Sal Inc - To Acting Appt Uncl
Sedlmayr,Jayc C.	7/1/2020	ASSOCIATE PROFESSOR - RESEARCH	Associate Professor	\$88,758	\$99,409	12.00%	PRO Promotion in Faculty Rank
Sells,Nicholas Ray	7/1/2020	CHIEF OF MEDICAL SERVICE AREA	Associate Professor	\$82,400	\$92,288	12.00%	PRO Promotion in Faculty Rank
Sothorn,Melinda S	9/1/2020	Retired faculty appointed as Professor Emeritus	Professor	N/A	N/A		Emeritus
Stuke,Lance E.	7/1/2020	PROFESSOR - CLINICAL SPECIALIS	Professor	\$89,981	\$100,779	12.00%	PRO Promotion in Faculty Rank
Thien,Diana I	7/1/2020	ASSOCIATE PROFESSOR - CLINICAL	Associate Professor	\$80,340	\$89,981	12.00%	PRO Promotion in Faculty Rank
Tomlin III, Jack C	7/17/2020	DENTAL HYGIENIST		N/A	N/A		Special Leave with pay or benefits in excess of 30 days within any twelve-month period
Villemarette-Pittman,Nicole	7/1/2020	ASSOCIATE PROFESSOR - RESEARCH	Associate Professor	\$70,426	\$76,764	9.00%	PRO Promotion in Faculty Rank
Williams, Donna L	7/1/2020	ASSOCIATE DEAN OF MAJOR ACADEM	Professor	\$185,400	\$207,648	12.00%	PRO Promotion in Faculty Rank
Wilson,Adriana Cordero	7/1/2020	ASSOCIATE PROFESSOR - CLINICAL	Associate Professor	\$120,819	\$135,317	12.00%	PRO Promotion in Faculty Rank
Winkler,Mark M	7/1/2020	PROFESSOR - CLINICAL SPECIALIS	Professor	\$121,273	\$135,826	12.00%	PRO Promotion in Faculty Rank
Yang,Qinglin	7/1/2020	PROFESSOR	Professor	\$206,000	\$206,000	0.00%	DTA Tenure
Yu,Qingzhao	7/1/2020	PROFESSOR	Professor	\$137,971	\$166,667	20.80%	PAY Pay Change Other
Zambrano,Regina M.	7/1/2020	ASSOCIATE PROFESSOR - CLINICAL	Associate Professor	\$82,400	\$92,288	12.00%	PRO Promotion in Faculty Rank

LSUHSC-Shreveport

Name	Effective Date	Academic Rank/Title	Faculty Rank	Prev Salary	New Salary	% Net Change	Transaction
Barton,Richard S.	7/1/2020	DEPARTMENT HEAD/CHAIRMAN	Associate Professor	\$182,000	\$182,000	0.0%	DTA Tenure
Beal,Lauren M.	7/1/2020	PROFESSOR - CLINICAL SPECIALIS	Associate Professor	\$133,900	\$149,968	12.0%	PRO Promotion in Faculty Rank
Bhuiyan,Md Shenuarin	7/1/2020	ASSOCIATE PROFESSOR	Assistant Professor	\$119,974	\$119,974	0.0%	DTA Tenure
Bhuiyan,Md Shenuarin	7/1/2020	ASSOCIATE PROFESSOR	Assistant Professor	\$119,974	\$137,000	14.2%	PAY Sal Inc - Equity Adjust Unclas
Bhuiyan,Md Shenuarin	7/1/2020	ASSOCIATE PROFESSOR	Assistant Professor	\$107,120	\$119,974	12.0%	PRO Promotion in Faculty Rank
Bhusal,Kamal	7/1/2020	ASSOCIATE PROFESSOR - CLINICAL	Associate Professor	\$107,120	\$119,974	12.0%	PRO Promotion in Faculty Rank
Blancher,Adam T.	7/1/2020	ASSOCIATE PROFESSOR - CLINICAL	Associate Professor	\$74,864	\$83,848	12.0%	PRO Promotion in Faculty Rank
Cavell,Richard Mclavy	7/1/2020	ASSOC VICE CHANCELLOR	Professor	\$227,122	\$227,122	0.0%	DTA Change in Title Unclassified
Clary,Lynn H	7/1/2020	PROFESSOR	Professor	\$135,587	\$148,000	9.2%	PAY Sal Inc - Equity Adjust Unclas
Cuellar-Saenz,Hugo H.	9/1/2020	DEPARTMENT HEAD/CHAIRMAN	Professor	\$150,000	\$200,000	33.3%	PAY Change in Pay Unclassified
Cuellar-Saenz,Hugo H.	9/1/2020	DEPARTMENT HEAD/CHAIRMAN	Professor	\$115,082	\$150,000	30.3%	PRO Promotion-Unclass/Admin Duties
D'agostino,Horacio R	9/1/2020	CLINICAL PROFESSOR	Professor	\$134,287	\$134,287	0.0%	DTA Change in Title Unclassified
D'agostino,Horacio R	9/1/2020	PROFESSOR	Professor	\$179,049	\$134,287	-25.0%	PAY Change in Percent of Effort
Davidson,Joel R.	7/1/2020	ASST VICE CHANCELLOR		\$139,050	\$159,768	14.9%	PAY Sal Inc-Expan/Upgrade Duties
Dominic,Paari	7/1/2020	ASSOCIATE PROFESSOR	Associate Professor	\$129,203	\$129,203	0.0%	DTA Tenure
Dominic,Paari	7/1/2020	ASSOCIATE PROFESSOR	Associate Professor	\$115,360	\$129,203	12.0%	PRO Promotion in Faculty Rank
Dunn,Sharon L.	7/1/2020	DEAN OF MAJOR ACADEMIC AREA	Professor	\$150,000	\$168,000	12.0%	PRO Promotion in Faculty Rank
Frlot,Clifton F	7/1/2020	ASSOCIATE DEAN OF MAJOR ACADEM	Professor	\$95,751	\$130,000	35.8%	PRO Promotion-Unclass/Admin Duties
Helmy,Tarek	8/1/2020	PROFESSOR	Professor	\$0	\$190,000	100.0%	HIR Appointment-Academic Rank Uncl
Johnson,Lester Wayne	7/1/2020	VICE CHANCELLOR CLIN AFFAIRS	Professor	\$172,564	\$172,564	0.0%	DTA Change in Title Unclassified
Leilabadi,Sanz N	9/1/2020	ASSISTANT PROFESSOR - CLINICAL	Assistant Professor	\$0	\$125,000	100.0%	HIR Appointment-Academic Rank Uncl
Manzar,Shabih	7/1/2020	ASSOCIATE PROFESSOR - CLINICAL	Associate Professor	\$100,000	\$112,000	12.0%	PRO Promotion in Faculty Rank
Mhanna,Maroun J.	8/1/2020	DEPARTMENT HEAD/CHAIRMAN	Professor	\$0	\$225,000	100.0%	HIR Appointment-Academic Rank Uncl
Nguyen,Vinh T.	7/1/2020	ASSOCIATE PROFESSOR - CLINICAL	Associate Professor	\$107,120	\$119,974	12.0%	PRO Promotion in Faculty Rank
Notarianni,Christina M.	7/1/2020	PROFESSOR	Professor	\$118,535	\$132,759	12.0%	PRO Promotion in Faculty Rank
Olmstadt,William J.	7/1/2020	EXECUTIVE DIRECTOR-ACAD AREA	Professor	\$123,724	\$138,570	12.0%	PRO Promotion in Faculty Rank
Pennywell,David J.	7/1/2020	ASSISTANT PROFESSOR - CLINICAL	Assistant Professor	\$0	\$125,000	100.0%	REH Appt- Acad Rank Unclas
Perkowski,Paul E	9/1/2020	ASSOCIATE PROFESSOR - CLINICAL	Associate Professor	\$0	\$130,000	100.00%	REH Appt- Acad Rank Unclas
Scarmardo,Marcia C.	9/1/2020	PROGRAM ADVISOR	Instructor	\$150,000	\$240,000	60.00%	PRO Promotion-Unclass/Admin Duties
Sequeira,Adrian P.	7/1/2020	PROFESSOR - CLINICAL SPECIALIS	Associate Professor	\$133,900	\$149,968	12.00%	PRO Promotion in Faculty Rank
Shackelford,Rodney E.	7/1/2020	ASSOCIATE PROFESSOR	Assistant Professor	\$119,974	\$119,974	0.00%	DTA Tenure
Shackelford,Rodney E.	7/1/2020	ASSOCIATE PROFESSOR	Assistant Professor	\$107,120	\$119,974	12.00%	PRO Promotion in Faculty Rank
Singh,Jennifer S	7/1/2020	CLINICAL ASSOCIATE PROFESSOR	Associate Professor	\$64,011	\$71,693	12.00%	PRO Promotion in Faculty Rank
Stokes,Karen Y	7/1/2020	PROFESSOR	Professor	\$128,750	\$144,200	12.00%	PRO Promotion in Faculty Rank
Sulaiman,Karina	7/1/2020	PROFESSOR - CLINICAL SPECIALIS	Professor	\$133,900	\$149,968	12.00%	PRO Promotion in Faculty Rank
Thomas,Wanda H.	8/1/2020	ASSISTANT DEAN OF MAJOR ACADEM		\$103,994	\$150,000	44.24%	PRO Promotion-Unclass/Admin Duties
Wagner III,John H.	7/1/2020	ASSOCIATE PROFESSOR - CLINICAL	Assistant Professor	\$123,600	\$138,432	12.00%	PAY Change in Pay Unclassified
Walayat,Nitin	7/1/2020	ASSOCIATE PROFESSOR	Associate Professor	\$83,554	\$93,580	12.00%	PRO Promotion in Faculty Rank
White,Robert K	7/1/2020	DEPARTMENT HEAD/CHAIRMAN	Professor	\$200,000	\$200,000	0.00%	DTA Tenure

LSU
Deposit and Collateral Report
For the Quarter Ended September 30, 2020

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	\$ 313,121,104		\$ 313,121,104	\$ 308,340,908
Cottonport Bank - LSU Ag Center	1,294,560		1,294,560	1,554,609
Capital One - LSU-A	6,468,147		6,468,147	6,468,147
St. Landry Bank - LSU-E	477,406		477,406	1,219,006
Campus Federal Credit Union - LSU-S		\$ 100,411	100,411	250,000
Capital One - LSU-S	33,237,405		33,237,405	33,647,154
Chase - HSCNO	59,899,678	18,600	59,918,278	80,889,353
Total	\$ 414,498,300	\$ 119,011	\$ 414,617,311	\$ 432,369,177
LSU Health Shreveport				
JPMC-Shreveport	\$ 89,514,968		\$ 89,514,968	\$ 104,247,821
JPMC-Shreveport Endowment Fds	1,284,010		1,284,010	
Total	\$ 90,798,978	\$ -	\$ 90,798,978	\$ 104,247,821
LSU Health Care Services Division				
JP Morgan Chase (HCSD)	\$ 76,042,944		\$ 76,042,944	\$ 82,250,000
Capital One (MCLNO Trust Fund)	3,698,689		3,698,689	3,767,663
Total	\$ 79,741,633	\$ -	\$ 79,741,633	\$ 86,017,663
Total Requiring Collateral	\$ 585,038,911	\$ 119,011	\$ 585,157,922	\$ 622,634,661
Deposits In Trust or Federal Obligations Not Requiring Collateral				
Federated Money Markets	\$ 8,896,108		\$ 8,896,108	
Federated Funds-Treas. Oblig. (2)	10,043,019		10,043,019	
Total	\$ 18,939,127	\$ -	\$ 18,939,127	
Total Deposits	\$ 603,978,038	\$ 119,011	\$ 604,097,049	

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

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

LSU
Investment Summary
For the Quarter Ended September 30, 2020

Fund Description	As of 7/1/2020	As of 9/30/2020		As of 12/31/2020		As of 3/31/2021		As of 06/30/2021	
	Value	Cost	Market Value	Cost	Market Value	Cost	Market Value	Cost	Market Value
LSU Health Shreveport									
Current Funds									
Cash/Sweeps S.	\$65,852,590	\$89,514,968	\$89,514,968						
Cash/Sweeps	\$65,852,590	\$89,514,968	\$89,514,968	\$0	\$0	\$0	\$0	\$0	\$0
Treasury Notes (B)	\$34,083,826	\$33,261,475	\$34,653,588						
Agency Securities (B)	\$7,100,869	\$5,106,045	\$5,083,210						
Mortgaged Backed Securities (B)	\$12,947	\$13,287	\$12,820						
Municipal Bonds (E)	\$7,584,432	\$8,209,340	\$8,326,354						
Corporate Bonds (D)	\$32,057,065	\$30,226,897	\$31,983,030						
Total	\$146,691,729	\$166,332,012	\$169,573,970	\$0	\$0	\$0	\$0	\$0	\$0
Endowment Funds									
Cash/Sweeps	\$1,428,396	\$1,284,010	\$1,284,010						
Equity Securities (C)	\$16,804	\$7,650	\$17,245						
Mutual Funds	\$67,050,161	\$60,529,377	\$69,560,847						
Total	\$68,495,361	\$61,821,037	\$70,862,102	\$0	\$0	\$0	\$0	\$0	\$0
Grand Total	\$215,187,090	\$228,153,049	\$240,436,072	\$0	\$0	\$0	\$0	\$0	\$0
LSU HCSD									
Current Funds									
Cash/Sweeps	\$75,956,467	\$76,042,944	\$76,042,944						
Total	\$75,956,467	\$76,042,944	\$76,042,944	\$0	\$0	\$0	\$0	\$0	\$0
Other Funds									
Cash/Sweeps	\$4,798,073	\$3,698,689	\$3,698,689						
Money Market Accounts/Repos (A)	\$8,892,074	\$8,896,108	\$8,896,108						
Equity Securities (C)	\$221,811	\$0	\$170,277						
Total	\$13,911,958	\$12,594,797	\$12,765,074	\$0	\$0	\$0	\$0	\$0	\$0
Grand Total	\$89,868,425	\$88,637,741	\$88,808,018	\$0	\$0	\$0	\$0	\$0	\$0
System Total	\$926,953,578	\$1,095,897,369	\$1,125,035,885	\$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.

BENCHMARK NOTES (Example Only)

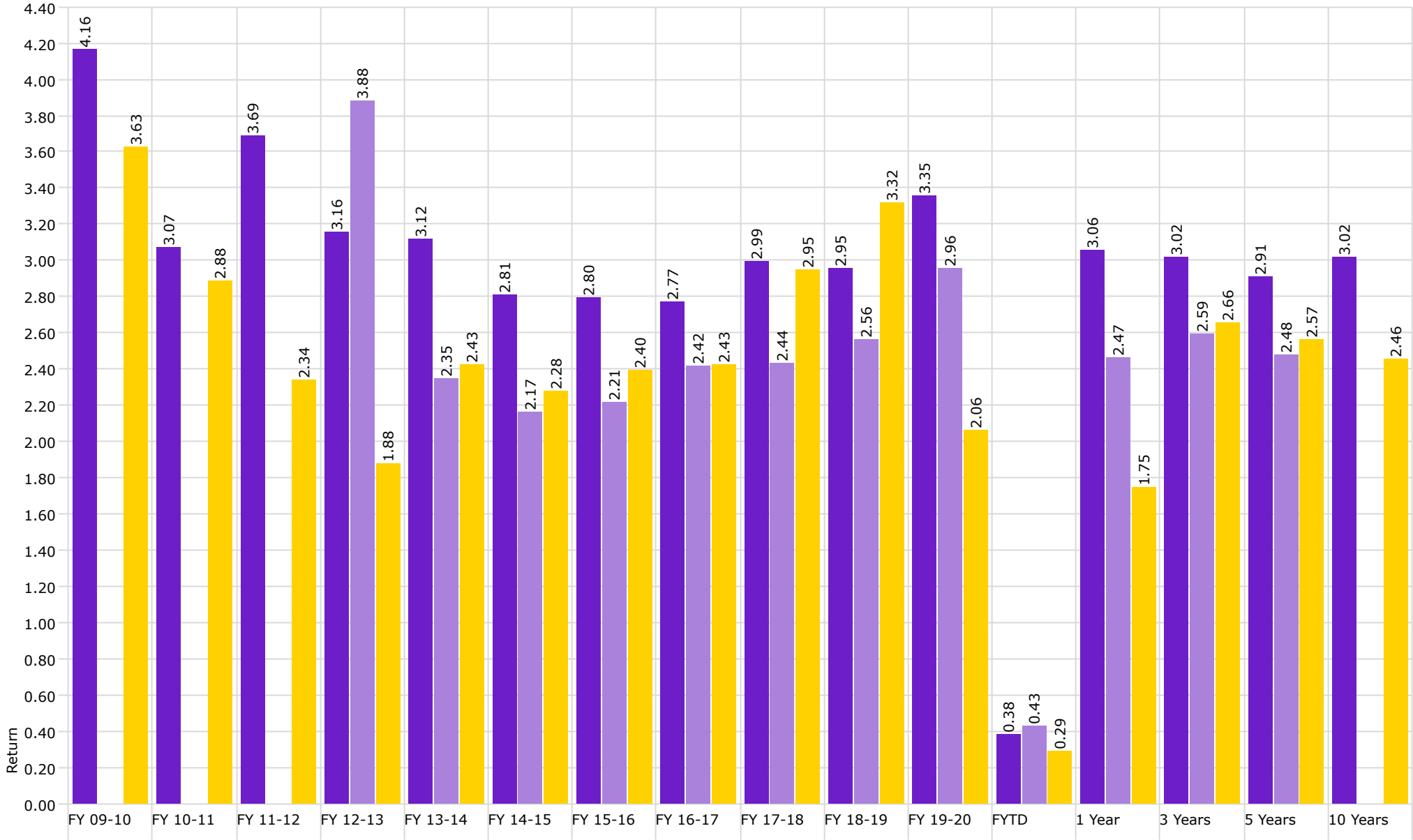
- (A) Benchmarked against 90 day T-Bill
- (B) Benchmarked against Barclay's US Agg Bond TR USD
- (C) US equities benchmarked against Russell 3000 and international against MSCI emerging markets
- (D) Benchmarked against XYZ
- (E) Benchmarked against XYZ

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



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

As of 9/30/2020



■ Non Endowed

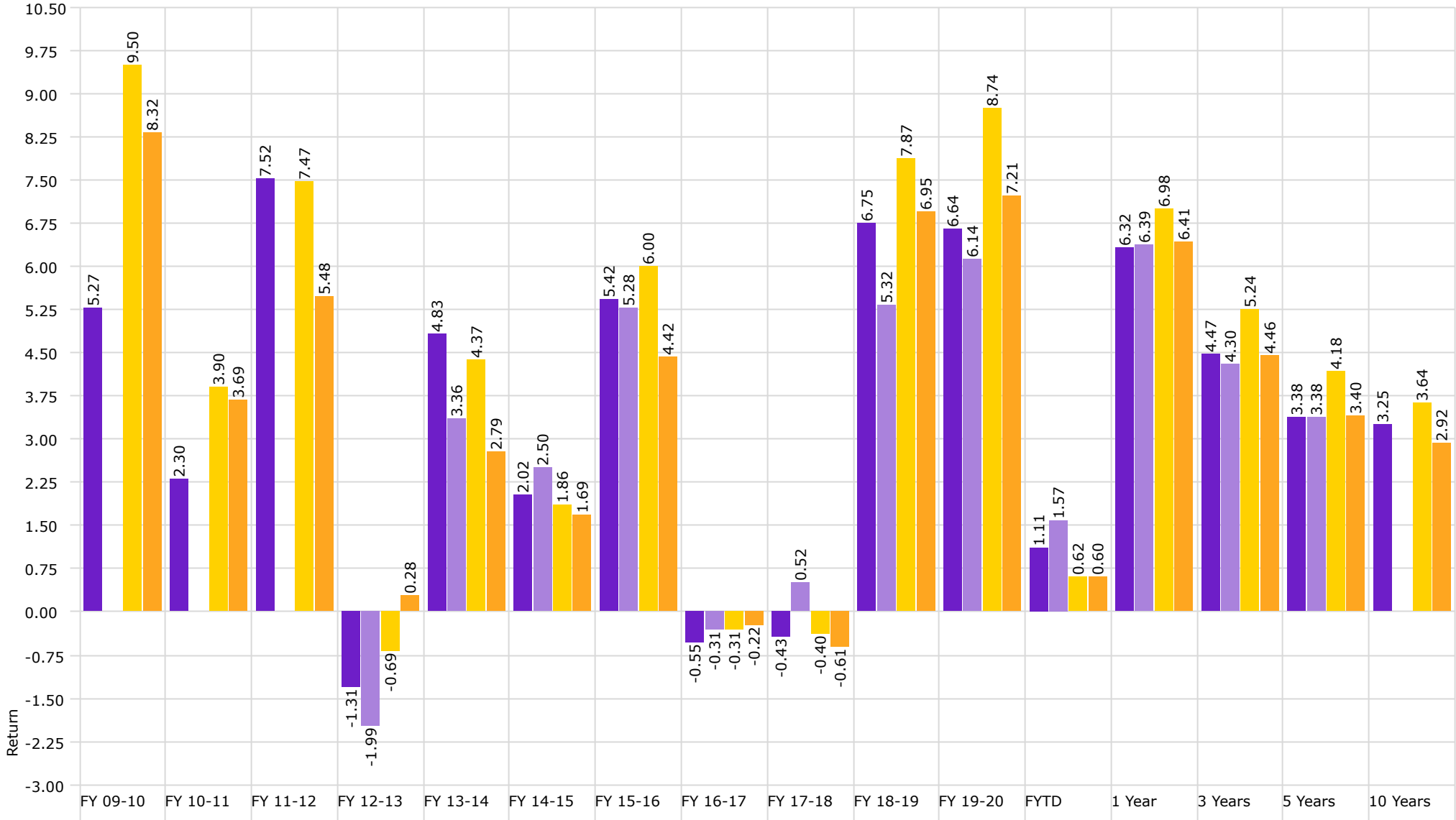
■ Health Plan

■ Barclays Aggregate Bond Index



Investment Management Program Non Endowed Accounts Total Return

As of 9/30/2020



■ Non Endowed

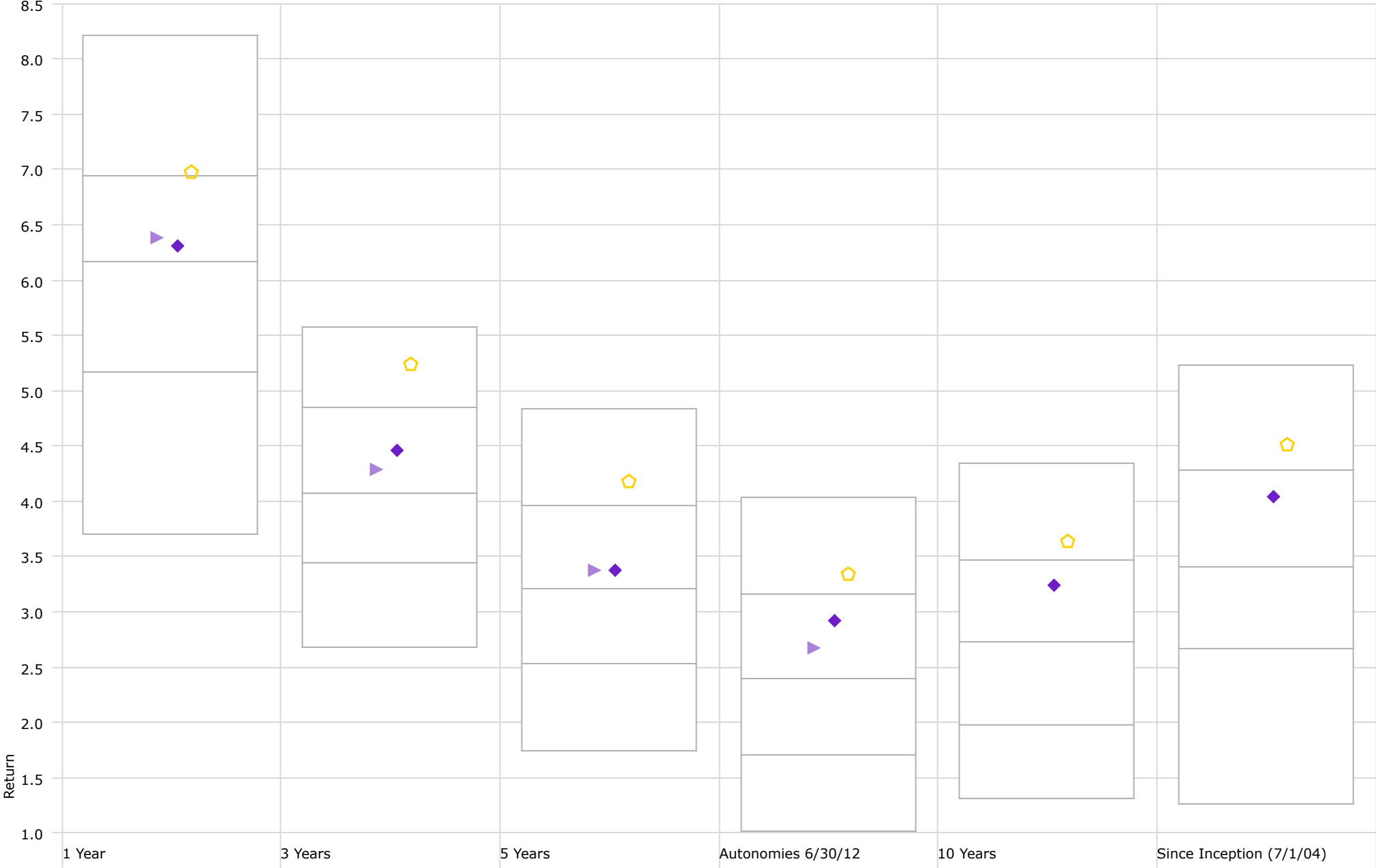
■ Health Plan

■ Barclays Aggregate Bond Index

■ BBgBarc US Gov/Corp Intermediate TR USD

Performance Relative to Peer Group

Peer Group (5-95%): All Managed Investments - U.S. - Intermediate Core Bond



◆ Non Endowed

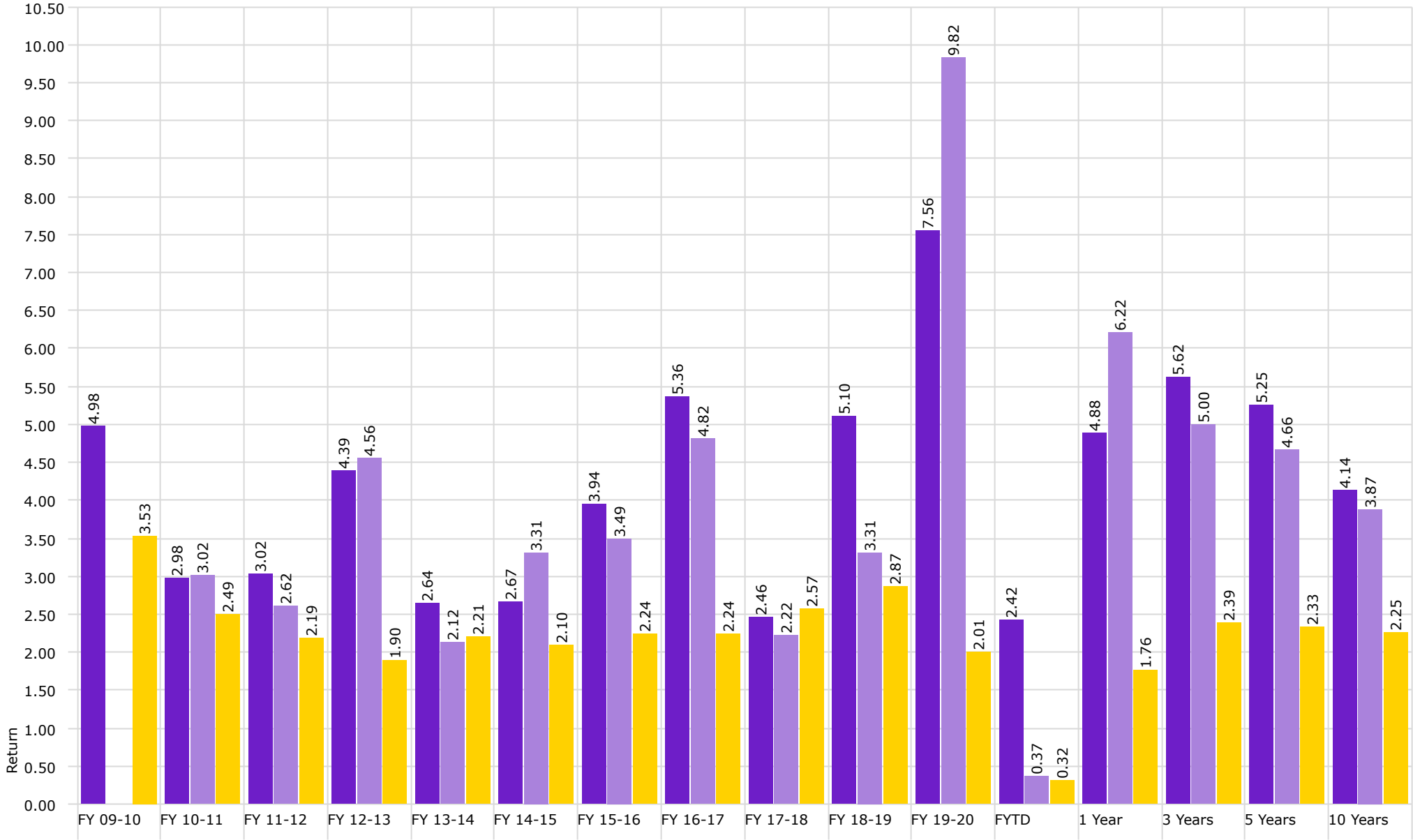
▶ Health Plan

⬠ Barclays Aggregate Bond Index



Investment Management Program Endowed Accounts **Realized Yield**

As of 9/30/2020



Endowment

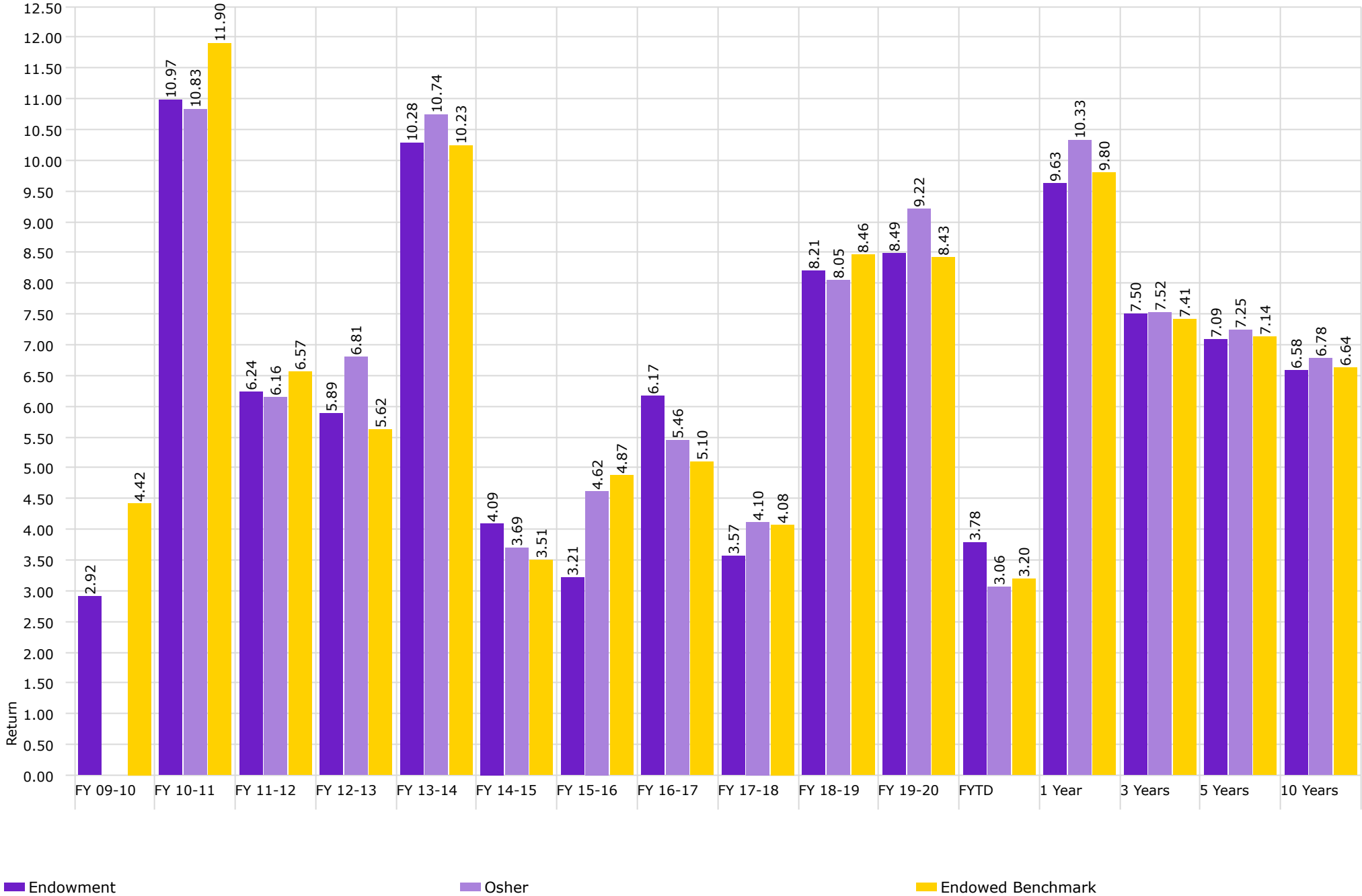
Osher

Endowed Benchmark



Investment Management Program Endowed Accounts **Total Return**

As of 9/30/2020





Office of Internal Audit

Louisiana State University

3810 West Lakeshore Drive • Suite 122 • Baton Rouge, LA 70808

Quarterly Audit Summary

Fiscal Year 2021, 1st Quarter



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Multi-Campus

Compliance with Board By-Laws

Audit Initiation:

This was a scheduled audit from the Board-approved audit plan.

Audit Scope and Objectives:

The primary objective of this review was to evaluate controls in place to ensure the submission of required matters to the LSU Board of Supervisors for approval or acknowledgement, pursuant to policy. The scope included transactions and agreements at all LSU institutions which were completed or active during the period July 1, 2018, to March 15, 2020.

Audit Findings and Recommendations:

Based on the results of testing, we provided LSU leadership with the following recommendations:

- Clarify the criteria for contracts and amendments requiring approval from or reporting to the Board
- Review University-wide and campus-specific policies to ensure consistent requirements throughout, eliminate ambiguity, and promote the appropriate level of oversight and approval based on the Board's appraisal of the associated risk and level of risk tolerance
- Modify the Workday/PeopleSoft report parameters to ensure they accurately capture the required personnel actions for inclusion on the quarterly informational reports

Management's Response and Corrective Action Plan:

Management agreed with our recommendations and is in the process of implementing corrective action, which will be complete by August 2021.

Export Compliance Program Assessment

Audit Initiation:

This external review was conducted by consulting firm Traliance in response to internal audit recommendations presented in a Fiscal Year 2018 audit.

Audit Scope and Objectives:

The objective of the review was to assess the University's existing export compliance program relative to U.S. export controls regulations and industry best practices. The following institutions were included in the scope of this review: LSU A&M, LSU Agricultural Center, Pennington Biomedical Research Center, and the Health Sciences Centers at New Orleans and Shreveport.

Audit Findings and Recommendations:

The consultant offered the following system-wide recommendations to close the control gaps related to export compliance. Additionally, improvement areas were identified with more detailed recommendations at the institution level.

- Establish a University export compliance policy that demonstrates LSU's commitment to export compliance and explains the institution-based approach
- Coordinate a uniform, comprehensive restricted party screening process (preferably through use of the Visual Compliance software) applicable to procurement, contracts, visas, and international agreements
- Ensure export compliance leaders at each institution receive consistent, yet tailored, export controls training

Management's Response and Corrective Action Plan:

University and institutional leadership are currently working on drafting corrective action plans both system-wide and at the institutional level.

Louisiana State University A&M (LSU A&M)

Research Expenditures

Audit Initiation:

This was a scheduled audit from the Board-approved audit plan.

Audit Scope and Objectives:

The objective of the review was to evaluate the controls executed by Sponsored Program Accounting (SPA) to administer effort certifications and requests for reimbursement of research expenditures funded through sponsored agreements. The scope covered the period January 1, 2019, to May 31, 2020, at LSU A&M and the Agricultural Center since SPA performs post-award administration for both.

Audit Findings:

The audit did not detect any significant findings; minor recommendations were communicated to management during an exit meeting.

Management’s Response and Corrective Action Plan:

A response was not required from management.

Financial Statement Audit (Stephenson Technologies Corporation)

Audit Initiation:

This external audit was conducted by CPA Firm CliftonLarsonAllen, LLP.

Audit Scope and Objectives:

The objective of the review was to conduct an audit of the financial statements of Stephenson Technologies Corporation (STC), an LSU affiliate, for the years ending June 30, 2020 and 2019.

Audit Findings:

The audit found that the financial statements presented fairly, in all material respects, STC’s financial position as of June 30, 2020 and 2019.

Management’s Response and Corrective Action Plan:

A response was not required from management.

Louisiana State University Eunice (LSUE)

Management Letter (Louisiana Legislative Auditor)

Audit Initiation:

This external audit was conducted by the Louisiana Legislative Auditor’s (LLA) Office.

Audit Scope and Objectives:

The objective of this review was to evaluate LSUE’s controls to ensure accurate financial reporting, compliances with applicable laws and regulations, and overall accountability over public funds for the period July 1, 2018, through June 30, 2020.

Audit Findings:

The following issues were identified:

- Failure to reconcile student payment plan transactions processed by a third-party organization
- Insufficient segregation of duties for processing student refunds
- Inadequate controls over cash receipts, particularly related to safeguarding and accounting of handwritten receipts
- Delinquent student accounts were not submitted to the Louisiana Attorney General for collection in accordance with statute
- Non-compliance with timekeeping records requirement that unclassified employees complete monthly leave certifications
- Loss of data and function resulting from a ransomware attack and lack of incident response plan

Management’s Response and Corrective Action Plan:

Management provided corrective action plans to address the aforementioned issues; all of which will be implemented by January 31, 2021.